



Kim Webber B.Sc. M.Sc.
Chief Executive
52 Derby Street
Ormskirk
West Lancashire
L39 2DF

Monday, 4 June 2018

TO: COUNCILLORS MORAN, GAGEN, COOPER, FORSHAW, J HODSON, WILKIE, WRIGHT & YATES

Dear Councillor,

A meeting of the **CABINET** will be held in the **CABINET/COMMITTEE ROOM, 52 DERBY STREET, ORMSKIRK L39 2DF** on **TUESDAY, 12 JUNE 2018** at **7.00 PM** at which your attendance is requested.

Yours faithfully

A handwritten signature in black ink, appearing to be "Kim Webber", written over a horizontal line.

Kim Webber
Chief Executive

AGENDA
(Open to the Public)

- 1. APOLOGIES**
- 2. SPECIAL URGENCY (RULE 16 ACCESS TO INFORMATION PROCEDURE RULES)/URGENT BUSINESS**

If, by virtue of the date by which a decision must be taken, it has not been possible to follow Rule 15 (i.e. a matter which is likely to be the subject of a key decision has not been included on the Forward Plan) then the decision may still be taken if:

- a) The Borough Solicitor, on behalf of the Leader, obtains the

agreement of the Chairman of the Executive Overview and Scrutiny Committee that the making of the decision cannot be reasonably deferred,

- b) The Borough Solicitor, on behalf of the Leader, makes available on the Council's website and at the offices of the Council, a notice setting out the reasons that the decision is urgent and cannot reasonably be deferred.

3. DECLARATIONS OF INTEREST 1 - 2

If a member requires advice on Declarations of Interest, he/she is advised to contact the Borough Solicitor in advance of the meeting. (For the assistance of members a checklist for use in considering their position on any particular item is included at the end of this agenda sheet.)

4. PUBLIC SPEAKING 3 - 6

Residents of West Lancashire, on giving notice, may address the meeting to make representations on any item on the agenda except where the public and press are to be excluded during consideration of the item. The deadline for submissions is 10.00am Friday 8 June 2018.

5. MINUTES 7 - 14

To receive as a correct record the minutes of the last meeting of Cabinet held on 13 March 2018.

6. CONFIRMATION OF PROCEDURAL MATTERS

1. To note the Leader has appointed Cabinet Committees and Working Groups for 2018/19 as circulated at the Annual Meeting on 16 May 2018 with the terms of reference now included in the Constitution.
2. To note the 'Proper Officer Provisions and Scheme of Delegation to Chief Officers' insofar as they are executive functions and the Scheme of Delegation to Cabinet Members as set out in the Constitution.

7. ITEM REFERRED FROM THE EXECUTIVE OVERVIEW AND SCRUTINY COMMITTEE - CORPORATE PERFORMANCE MANAGEMENT 2018/19 15 - 32

(Relevant Portfolio Holder: Councillor I Moran)

8. MATTERS REQUIRING DECISIONS

- 8a Use of Section 106 monies in Up Holland 33 - 44
(Relevant Portfolio Holder: Councillor Y Gagen)

8b	Quarterly Performance Indicators Q4 2017-2018 (Relevant Portfolio Holder: Councillor A Yates)	45 - 60
8c	Draft Tenancy Agreement (Relevant Portfolio Holder: Councillor J Forshaw)	61 - 148
8d	Housing Allocations and Pet Policies - Consultation Feedback (Relevant Portfolio Holder: Councillor J Forshaw)	149 - 210

We can provide this document, upon request, on audiotape, in large print, in Braille and in other languages.

FIRE EVACUATION PROCEDURE: Please see attached sheet.

MOBILE PHONES: These should be switched off or to 'silent' at all meetings.

For further information, please contact:-
Sue Griffiths on 01695 585097
Or email susan.griffiths@westlancs.gov.uk

**FIRE EVACUATION PROCEDURE FOR:
COUNCIL MEETINGS WHERE OFFICERS ARE PRESENT
(52 DERBY STREET, ORMSKIRK)**

PERSON IN CHARGE: Most Senior Officer Present
ZONE WARDEN: Member Services Officer / Lawyer
DOOR WARDEN(S) Usher / Caretaker

IF YOU DISCOVER A FIRE

1. Operate the nearest **FIRE CALL POINT** by breaking the glass.
2. Attack the fire with the extinguishers provided only if you have been trained and it is safe to do so. **Do not** take risks.

ON HEARING THE FIRE ALARM

1. Leave the building via the **NEAREST SAFE EXIT**. **Do not stop** to collect personal belongings.
2. Proceed to the **ASSEMBLY POINT** on the car park and report your presence to the **PERSON IN CHARGE**.
3. **Do NOT** return to the premises until authorised to do so by the **PERSON IN CHARGE**.

NOTES:

Officers are required to direct all visitors regarding these procedures i.e. exit routes and place of assembly.

The only persons not required to report to the Assembly Point are the Door Wardens.

CHECKLIST FOR PERSON IN CHARGE

1. Advise other interested parties present that you are the person in charge in the event of an evacuation.
2. Make yourself familiar with the location of the fire escape routes and inform any interested parties of the escape routes.
3. Make yourself familiar with the location of the assembly point and inform any interested parties of that location.
4. Make yourself familiar with the location of the fire alarm and detection control panel.
5. Ensure that the zone warden and door wardens are aware of their roles and responsibilities.
6. Arrange for a register of attendance to be completed (if considered appropriate / practicable).

IN THE EVENT OF A FIRE, OR THE FIRE ALARM BEING SOUNDED

1. Ensure that the room in which the meeting is being held is cleared of all persons.
2. Evacuate via the nearest safe Fire Exit and proceed to the **ASSEMBLY POINT** in the car park.
3. Delegate a person at the **ASSEMBLY POINT** who will proceed to **HOME CARE LINK** in order to ensure that a back-up call is made to the **FIRE BRIGADE**.
4. Delegate another person to ensure that **DOOR WARDENS** have been posted outside the relevant Fire Exit Doors.

5. Ensure that the **ZONE WARDEN** has reported to you on the results of his checks, **i.e.** that the rooms in use have been cleared of all persons.
6. If an Attendance Register has been taken, take a **ROLL CALL**.
7. Report the results of these checks to the Fire and Rescue Service on arrival and inform them of the location of the **FIRE ALARM CONTROL PANEL**.
8. Authorise return to the building only when it is cleared to do so by the **FIRE AND RESCUE SERVICE OFFICER IN CHARGE**. Inform the **DOOR WARDENS** to allow re-entry to the building.

NOTE:

The Fire Alarm system will automatically call the Fire Brigade. The purpose of the 999 back-up call is to meet a requirement of the Fire Precautions Act to supplement the automatic call.

CHECKLIST FOR ZONE WARDEN

1. Carry out a physical check of the rooms being used for the meeting, including adjacent toilets, kitchen.
2. Ensure that **ALL PERSONS**, both officers and members of the public are made aware of the **FIRE ALERT**.
3. Ensure that **ALL PERSONS** evacuate **IMMEDIATELY**, in accordance with the **FIRE EVACUATION PROCEDURE**.
4. Proceed to the **ASSEMBLY POINT** and report to the **PERSON IN CHARGE** that the rooms within your control have been cleared.
5. Assist the **PERSON IN CHARGE** to discharge their duties.

It is desirable that the **ZONE WARDEN** should be an **OFFICER** who is normally based in this building and is familiar with the layout of the rooms to be checked.

INSTRUCTIONS FOR DOOR WARDENS

1. Stand outside the **FIRE EXIT DOOR(S)**
2. Keep the **FIRE EXIT DOOR SHUT**.
3. Ensure that **NO PERSON**, whether staff or public enters the building until **YOU** are told by the **PERSON IN CHARGE** that it is safe to do so.
4. If anyone attempts to enter the premises, report this to the **PERSON IN CHARGE**.
5. Do not leave the door **UNATTENDED**.

Agenda Item 3

MEMBERS INTERESTS 2012

A Member with a disclosable pecuniary interest in any matter considered at a meeting must disclose the interest to the meeting at which they are present, except where it has been entered on the Register.

A Member with a non pecuniary or pecuniary interest in any business of the Council must disclose the existence and nature of that interest at commencement of consideration or when the interest becomes apparent.

Where sensitive information relating to an interest is not registered in the register, you must indicate that you have an interest, but need not disclose the sensitive information.

Please tick relevant boxes

Notes

	General		Notes
1.	I have a disclosable pecuniary interest.	<input type="checkbox"/>	<i>You cannot speak or vote and must withdraw unless you have also ticked 5 below</i>
2.	I have a non-pecuniary interest.	<input type="checkbox"/>	<i>You may speak and vote</i>
3.	I have a pecuniary interest because it affects my financial position or the financial position of a connected person or, a body described in 10.1(1)(i) and (ii) and the interest is one which a member of the public with knowledge of the relevant facts, would reasonably regard as so significant that it is likely to prejudice my judgement of the public interest or it relates to the determining of any approval consent, licence, permission or registration in relation to me or a connected person or, a body described in 10.1(1)(i) and (ii) and the interest is one which a member of the public with knowledge of the relevant facts, would reasonably regard as so significant that it is likely to prejudice my judgement of the public interest	<input type="checkbox"/> <input type="checkbox"/>	<i>You cannot speak or vote and must withdraw unless you have also ticked 5 or 6 below</i> <i>You cannot speak or vote and must withdraw unless you have also ticked 5 or 6 below</i>
4.	I have a disclosable pecuniary interest (Dispensation 20/09/16) or a pecuniary interest but it relates to the functions of my Council in respect of: (i) Housing where I am a tenant of the Council, and those functions do not relate particularly to my tenancy or lease. (ii) school meals, or school transport and travelling expenses where I am a parent or guardian of a child in full time education, or are a parent governor of a school, and it does not relate particularly to the school which the child attends. (iii) Statutory sick pay where I am in receipt or entitled to receipt of such pay. (iv) An allowance, payment or indemnity given to Members (v) Any ceremonial honour given to Members (vi) Setting Council tax or a precept under the LGFA 1992	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<i>You may speak and vote</i> <i>You may speak and vote</i> <i>You may speak and vote</i> <i>You may speak and vote</i> <i>You may speak and vote</i> <i>You may speak and vote</i>
5.	A Standards Committee dispensation applies (relevant lines in the budget – Dispensation 20/09/16 – 19/09/20)	<input type="checkbox"/>	<i>See the terms of the dispensation</i>
6.	I have a pecuniary interest in the business but I can attend to make representations, answer questions or give evidence as the public are also allowed to attend the meeting for the same purpose	<input type="checkbox"/>	<i>You may speak but must leave the room once you have finished and cannot vote</i>

'disclosable pecuniary interest' (DPI) means an interest of a description specified below which is your interest, your spouse's or civil partner's or the interest of somebody who you are living with as a husband or wife, or as if you were civil partners and you are aware that that other person has the interest.

Interest

Employment, office, trade, profession or vocation

Sponsorship

Prescribed description

Any employment, office, trade, profession or vocation carried on for profit or gain.

Any payment or provision of any other financial benefit (other than from the relevant authority) made or provided within the relevant period in respect of any expenses incurred by M in carrying out duties as a member, or towards the election expenses of M.

	This includes any payment or financial benefit from a trade union within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992.
Contracts	Any contract which is made between the relevant person (or a body in which the relevant person has a beneficial interest) and the relevant authority— (a) under which goods or services are to be provided or works are to be executed; and (b) which has not been fully discharged.
Land	Any beneficial interest in land which is within the area of the relevant authority.
Licences	Any licence (alone or jointly with others) to occupy land in the area of the relevant authority for a month or longer.
Corporate tenancies	Any tenancy where (to M's knowledge)— (a) the landlord is the relevant authority; and (b) the tenant is a body in which the relevant person has a beneficial interest.
Securities	Any beneficial interest in securities of a body where— (a) that body (to M's knowledge) has a place of business or land in the area of the relevant authority; and (b) either— (i) the total nominal value of the securities exceeds £25,000 or one hundredth of the total issued share capital of that body; or (ii) if the share capital of that body is of more than one class, the total nominal value of the shares of any one class in which the relevant person has a beneficial interest exceeds one hundredth of the total issued share capital of that class.

"body in which the relevant person has a beneficial interest" means a firm in which the relevant person is a partner or a body corporate of which the relevant person is a director, or in the securities of which the relevant person has a beneficial interest; "director" includes a member of the committee of management of an industrial and provident society;

"land" excludes an easement, servitude, interest or right in or over land which does not carry with it a right for the relevant person (alone or jointly with another) to occupy the land or to receive income; "M" means a member of a relevant authority;

"member" includes a co-opted member; "relevant authority" means the authority of which M is a member;

"relevant period" means the period of 12 months ending with the day on which M gives notice to the Monitoring Officer of a DPI;

"relevant person" means M or M's spouse or civil partner, a person with whom M is living as husband or wife or a person with whom M is living as if they were civil partners;

"securities" means shares, debentures, debenture stock, loan stock, bonds, units of a collective investment scheme within the meaning of the Financial Services and Markets Act 2000 and other securities of any description, other than money deposited with a building society.

'non pecuniary interest' means interests falling within the following descriptions:

- 10.1(1)(i) Any body of which you are a member or in a position of general control or management and to which you are appointed or nominated by your authority;
- (ii) Any body (a) exercising functions of a public nature; (b) directed to charitable purposes; or (c) one of whose principal purposes includes the influence of public opinion or policy (including any political party or trade union), of which you are a member or in a position of general control or management;
- (iii) Any easement, servitude, interest or right in or over land which does not carry with it a right for you (alone or jointly with another) to occupy the land or to receive income.
- 10.2(2) A decision in relation to that business might reasonably be regarded as affecting your well-being or financial position or the well-being or financial position of a connected person to a greater extent than the majority of other council tax payers, ratepayers or inhabitants of the ward, as the case may be, affected by the decision.

'a connected person' means

- (a) a member of your family or any person with whom you have a close association, or
- (b) any person or body who employs or has appointed such persons, any firm in which they are a partner, or any company of which they are directors;
- (c) any person or body in whom such persons have a beneficial interest in a class of securities exceeding the nominal value of £25,000; or
- (d) any body of a type described in sub-paragraph 10.1(1)(i) or (ii).

'body exercising functions of a public nature' means

Regional and local development agencies, other government agencies, other Councils, public health bodies, council-owned companies exercising public functions, arms length management organisations carrying out housing functions on behalf of your authority, school governing bodies.

A Member with a personal interest who has made an executive decision in relation to that matter must ensure any written statement of that decision records the existence and nature of that interest.

NB Section 21(13) of the LGA 2000 overrides any Code provisions to oblige an executive member to attend an overview and scrutiny meeting to answer questions.

PUBLIC SPEAKING – PROTOCOL

(For meetings of Cabinet, Overview & Scrutiny Committees, Audit & Governance Committee and Standards Committee)

1.0 Public Speaking

1.1 Residents of West Lancashire may, on giving notice, address any of the above meetings to make representations on any item on the agenda for those meetings, except where the public and press are to be excluded from the meeting during consideration of the item.

1.2 The form attached as an Appendix to this Protocol should be used for submitting requests.

2.0 Deadline for submission

2.1 The prescribed form should be received by Member Services by 10.00 am on the Friday of the week preceding the meeting. This can be submitted by e-mail to member.services@westlancs.gov.uk or by sending to:

Member Services
West Lancashire Borough Council
52 Derby Street
Ormskirk
West Lancashire
L39 2DF

2.2 Completed forms will be collated by Member Services and circulated via e-mail to relevant Members and officers and published on the Council website via Modgov. Only the name of the resident and details of the issue to be raised will be published.

2.3 Groups of persons with similar views should elect a spokesperson to speak on their behalf to avoid undue repetition of similar points. Spokespersons should identify in writing on whose behalf they are speaking.

3.0 Scope

3.1 Any matters raised must be relevant to an item on the agenda for the meeting.

3.2 The Borough Solicitor may reject a submission if it:

- (i) is defamatory, frivolous or offensive;
- (ii) is substantially the same as representations which have already been submitted at a previous meeting; or
- (iii) discloses or requires the disclosure of confidential or exempt information.

4.0 Number of items

- 4.1 A maximum of one form per resident will be accepted for each Agenda Item.
- 4.2 There will be a maximum of 10 speakers per meeting. Where there are more than 10 forms submitted by residents, the Borough Solicitor will prioritise the list of those allowed to speak. This will be considered having regard to all relevant matters including:
 - a. The order in which forms were received.
 - b. If one resident has asked to speak on a number of items, priority will be given to other residents who also wish to speak
 - c. Whether a request has been submitted in relation to the same issue.
- 4.3 All submissions will be circulated to Members of the relevant body and officers for information, although no amendments will be made to the list of speakers once it has been compiled (regardless of withdrawal of a request to speak).

5.0 At the Meeting

- 5.1 Speakers will be shown to their seats. At the commencement of consideration of each agenda item the Leader/Chairman will invite members of the public to make their representations. Residents will have up to 3 minutes to address the meeting. The address must reflect the issue included on the prescribed form submitted in advance.
- 5.2 Members may discuss what the speaker has said along with all other information, when all public speakers on that item have finished and will then make a decision. Speakers should not circulate any supporting documentation at the meeting and should not enter into a debate with Councillors.
- 5.4 If residents feel nervous or uncomfortable speaking in public, then they can ask someone else to do it for them. They can also bring an interpreter if they need one. They should be aware there may be others speaking as well.
- 5.5 Speakers may leave the meeting at any time, taking care not to disturb the meeting.

(Please see attached form.)



REQUEST FOR PUBLIC SPEAKING AT MEETINGS

MEETING & DATE

NAME

ADDRESS

Post Code

PHONE

Email

Please indicate if you will be in attendance at the meeting

YES/NO*

*delete as applicable

Note: This page will not be published.

(P.T.O.)

Agenda Item 5

CABINET

HELD: Tuesday, 13 March 2018

Start: 7.00pm
Finish: 7.10 pm

PRESENT: Councillor Ian Moran (Leader,
In the Chair)

Portfolio

Councillors:	Councillor Yvonne Gagen	Deputy Leader of the Council and Portfolio Holder for Leisure & Human Resources
	Councillor Claire Cooper	Portfolio Holder for Communities and Older People
	Councillor Jenny Forshaw	Portfolio Holder for Housing and Landlord Services
	Councillor John Hodson	Portfolio Holder for Planning
	Councillor Kevin Wilkie	Portfolio Holder for Street Scene
	Councillor Kevin Wright	Portfolio Holder for Health and Community Safety
	Councillor Adam Yates	Portfolio Holder for Finance

In attendance:
Councillors Councillor Dowling

Officers:
Kim Webber, Chief Executive
Jacqui Sinnott-Lacey, Director of Housing and Inclusion
John Harrison, Director of Development and Regeneration
Heidi McDougall, Director of Leisure & Environment
Marc Taylor, Borough Treasurer
Matthew Jones, Legal and Member Services Manager
Sue Griffiths, Principal Member Services Officer

83 **APOLOGIES**

There were no apologies for absence.

84 **SPECIAL URGENCY (RULE 16 ACCESS TO INFORMATION PROCEDURE
RULES)/URGENT BUSINESS**

There were no items of special urgency.

85 DECLARATIONS OF INTEREST

1. Councillors Forshaw and Wilkie (tenants of Council accommodation) and Wright (connected person tenant of Council accommodation) declared disclosable pecuniary/pecuniary interests in agenda item 7(d) (HRA Revenue and Capital Monitoring) and 7(j) (Property Compliance Policies) but considered they were entitled to speak and vote by virtue of an exemption as nothing in the report relates particularly to the relevant tenancy or lease.
2. Councillor J Hodson declared a non-pecuniary interest in agenda item 7(k) (Homelessness Reduction Act 2017) in view of him being a landlord and the document contained references to private landlords.

86 PUBLIC SPEAKING

There were no items under this heading.

87 MINUTES

RESOLVED That the minutes of the Cabinet meetings held on 9 January and 28 February 2018 (Extraordinary) be received as a correct record and signed by the Leader.

88 FLOODING IN THE BOROUGH - ITEM REFERRED FROM CORPORATE & ENVIRONMENTAL OVERVIEW AND SCRUTINY COMMITTEE

Councillor J Hodson introduced the report of the Borough Solicitor which set out the resolution of the Corporate & Environmental Overview and Scrutiny Committee at its meeting on 4 January 2018 in relation to the presentation made by United Utilities on flooding and the wastewater network operations and services in the Borough.

The report included the comments of the Director of Development and Regeneration in respect of the decision of the Committee and went on to advise that it would be a matter for Council if Members considered supporting the resolution.

A motion from Councillor J Hodson was circulated at the meeting.

In reaching the decision below, Cabinet considered the motion from Councillor J Hodson and the details as set out in the report before it and accepted the reasons contained therein.

RESOLVED That resolution 48(B) of the Corporate and Environmental Overview and Scrutiny Committee held on 4 January 2018 be supported and that this item be referred to Council, requesting that Council consider lobbying the government in relation to the reduction in funding for statutory services, in particular the general under investment in improving the waste sewerage systems.

89 MATTERS REQUIRING DECISIONS

Consideration was given to the report relating to the following matters requiring decisions as circulated and contained on pages 1305 – 1538 of the Book of Reports.

90 USE OF S106 MONIES IN SKELMERSDALE

Councillor Gagen introduced the report of the Director of Leisure and Environment which considered a proposal in respect of the use of Section 106 monies for the enhancement of public open space provision in Skelmersdale.

In reaching the decision below, Cabinet considered the details as set out in the report before it and accepted the reasons contained therein.

RESOLVED That the use of £175,622 of S106 monies be approved to enable improvements to be made in Tawd Valley Park.

91 RISK MANAGEMENT

Councillor Yates introduced the report of the Borough Treasurer which provided details on the key risks facing the Council and how they are managed, and sought approval to changes to the Risk Management Policy.

In reaching the decision below, Cabinet considered the details as set out in the report before it and accepted the reasons contained therein.

RESOLVED (A) That the progress made in relation to the management of the risks shown in the Key Risks Register at Appendix A to the report be noted and endorsed.

(B) That the updated Risk Management Policy at Appendix B to the report be approved.

92 GENERAL REVENUE ACCOUNT BUDGET MONITORING

Councillor Yates introduced the report of the Borough Treasurer which provided a projection of the financial position on the General Revenue Account (GRA) to the end of the financial year.

In reaching the decision below, Cabinet considered the details as set out in the report before it and accepted the reasons contained therein.

RESOLVED (A) That the financial position of the GRA be noted including the position on reserves and balances.

- (B) That call-in is not appropriate for this item as the report is being submitted to the next meeting of the Executive Overview and Scrutiny Committee on 29 March 2018.

93 HRA REVENUE AND CAPITAL MONITORING

Councillor Forshaw introduced the joint report of the Director of Housing and Inclusion and the Borough Treasurer which provided an update on the current position of the 2017-18 Housing Revenue Account (HRA) and Council Housing Capital Investment Programme.

In reaching the decision below, Cabinet considered the details as set out in the report before it and accepted the reasons contained therein.

RESOLVED (A) That the financial position in respect of the 2017-18 HRA and Council Housing Capital Investment Programme be noted.

- (B) That call-in is not appropriate for this item as the report is being submitted to the next meeting of the Executive Overview and Scrutiny Committee on 29 March 2018.

94 DEVELOPING AN ORMSKIRK BUSINESS IMPROVEMENT DISTRICT

The Leader introduced the report of the Director of Development and Regeneration which provided a summary of the report prepared by Groundwork Ltd. and sought agreement to the next steps in relation to the development of a BID for Ormskirk.

In reaching the decision below, Cabinet considered the details as set out in the report before it and accepted the reasons contained therein.

RESOLVED (A) That subject to a BID Steering Group being formed by the private sector businesses of Ormskirk the development of a BID be taken forward by this group.

- (B) That the development of a BID for Ormskirk be supported by the Council.
- (C) That officers support the Town Centre Management Group and any future BID Steering Group in activities to develop a BID.
- (D) That, should an application be made by the Town Centre Management Group/BID Steering Group to the MHCLG (Ministry of Housing, Communities and Local Government) BID loan fund, that the application be supported by the Council and that the Council act as the accountable body for the loan.

- (E) That delegated authority be given to the Director of Development & Regeneration to oversee utilisation of the loan (if approved by the MHCLG).
- (F) That the Council draws up and publishes baseline agreements relating to the Council's statutory obligations within the BID area.
- (G) That the Council administer any BID ballot.
- (H) That the proposed timeline as evidenced in Appendix C to the report be approved.

95 **QUARTERLY PERFORMANCE INDICATORS (Q3 2017/18)**

The Leader introduced the report of the Director of Housing and Inclusion which presented performance monitoring data for the quarter ended 31 December 2017.

In reaching the decision below, Cabinet considered the details as set out in the report before it and accepted the reasons contained therein.

RESOLVED (A) That the Council's performance against the indicator set for the quarter ended 31 December 2017 be noted.

- (B) That the call-in procedure is not appropriate for this item as the report was submitted to the meeting of the Corporate & Environmental Overview & Scrutiny Committee on 1 March 2018.

96 **CORPORATE PERFORMANCE MANAGEMENT 2018/19**

The Leader introduced the report of the Director of Housing and Inclusion which sought approval of the Suite of Performance Indicators to be adopted as the Council's Corporate PI Suite 2018/19.

In reaching the decision below, Cabinet considered the details as set out in the report before it and accepted the reasons contained therein.

RESOLVED (A) That the Suite of Performance Indicators 2018/19 (Appendix A) and targets identified be approved and adopted as the Council's Corporate PI Suite 2018/19.

- (B) That the Director of Housing & Inclusion, in consultation with the Leader of the Council as Portfolio Holder, be authorised to finalise and amend the suite having regard to agreed comments from Executive Overview and Scrutiny Committee made on 29 March 2018, and to make necessary amendments to the suite in year in response to any issues that may arise, for example government policy or collection mechanisms.

- (C) That call-in is not appropriate for this item as it is being considered at the next meeting of Executive Overview & Scrutiny Committee on 29 March 2018.

97 **COUNCIL PLAN 2018/19 - 2020/2021**

The Leader introduced the report of the Chief Executive which sought approval of the Council Plan 2018/19 – 2019/21.

In reaching the decision below, Cabinet considered the details as set out in the report before it and accepted the reasons contained therein.

- RESOLVED (A) That the “Council Plan 2018/19 – 2020/21” attached as Appendix A to the report be approved and referred to Council for adoption.
- (B) That authority is given to the Chief Executive in consultation with the Leader to make any final amendments to the document, prior to publication.
 - (C) That call-in is not appropriate for this item, as the report is being submitted to the next meeting of the Executive Overview and Scrutiny Committee on 29 March 2018.

98 **ORMSKIRK NIGHT MARKETS AND TOWN CENTRE EVENTS**

Councillor J Hodson introduced the report of the Director of Development and Regeneration which sought approval of a way forward to facilitate the successful implementation of a series of night markets and other events in Ormskirk Town Centre in conjunction with the Ormskirk Business Action Group and other appropriate community/business organisations.

In reaching the decision below, Cabinet considered the details as set out in the report before it and accepted the reasons contained therein.

- RESOLVED (A) That the Director of Development and Regeneration, in consultation with the relevant Portfolio Holder, be authorised to submit an application for a Premises Licence under the Licensing Act 2003 and to authorise regulated entertainment and sale of alcohol which would enable the night markets and other themed events in Ormskirk Town Centre to proceed.
- (B) That the Director of Development and Regeneration be authorised to develop a code of conduct under which any night market or other event must operate for agreement with the organising body and to review these as appropriate.

99 PROPERTY COMPLIANCE POLICIES

Councillor Forshaw introduced the report of the Director of Housing and Inclusion which presented and sought approval of policies in relation to five main areas of property compliance.

Additional information from the Director of Housing and Inclusion and minute No. 25 of the Landlord Services Committee (Cabinet Working Group) held on 8 March 2018 was circulated at the meeting.

In reaching the decision below, Cabinet considered the additional information, the minute of Landlord Services Committee (Cabinet Working Group) and the details as set out in the report before it and accepted the reasons contained

RESOLVED (A) That the policies set out at Appendices A to E (amended by the additional information) be approved.

(B) That the Director of Housing and Inclusion be given delegated authority to make minor amendments to the policies in line with any legislative changes in the future.

100 HOMELESSNESS REDUCTION ACT 2017

Councillor Wright introduced the report of the Director of Housing and Inclusion which advised on changes to homelessness legislation arising from the Homelessness Reduction Act 2017 and sought approval to put in place appropriate arrangements.

In reaching the decision below, Cabinet considered the details as set out in the report before it and accepted the reasons contained therein.

RESOLVED (A) That the Director of Housing and Inclusion be authorised to implement the new powers contained within the Homelessness Reduction Act 2017.

(B) That the Homelessness Prevention Fund Policy 2018 (Appendix 1 to the report) be approved.

- (C) That the Director of Housing and Inclusion be authorised to amend the policy approved at (B) above to take account of any minor amendments as a result of legislative changes.
- (D) That the call-in procedure is not appropriate for this item as processes need to be established before the legislation comes into place in April 2018.

.....
Leader



CABINET: 12 JUNE 2018

Report of: Borough Solicitor

Relevant Portfolio Holder: Councillor I Moran

Contact for further information: John Addison (Extn. 5016)
(E-mail: john.addison@westlancs.gov.uk)

SUBJECT: ITEM REFERRED FROM EXECUTIVE OVERVIEW AND SCRUTINY COMMITTEE - CORPORATE PERFORMANCE MANAGEMENT 2018-19

Wards affected: Borough wide

1.0 PURPOSE OF THE REPORT

1.1 To advise on the decision of the Executive Overview and Scrutiny Committee at its meeting on 29 March 2018 in relation to an item referred back to Cabinet by the Executive Overview and Scrutiny Committee on Corporate Performance Management 2018-19.

2.0 RECOMMENDATION

2.1 That Cabinet give consideration to the resolution of the Executive Overview and Scrutiny Committee as detailed in paragraph 3.2 below in light of the comments of the Director of Housing and Inclusion contained within paragraph 4.0.

3.0 BACKGROUND

3.1 Minute No.54 of the meeting of the Executive Overview and Scrutiny Committee requested Cabinet to consider changes to the Performance Indicators for the Council's Corporate PI Suite 2018/19 as approved by Cabinet at its meeting on 13 March 2018.

3.2 The resolution of the Executive Overview and Scrutiny Committee is set out below:-

- 1) That the Executive Overview and Scrutiny Committee recommend to Cabinet that in relation to Corporate Performance Management 2018/2019 – indicator WL08a be kept.
- 2) That in relation to indicator WL108;
 - a) The 60 second call answering target be kept,
 - b) The 60 seconds starts the moment the customer's call is picked up (automated messages starts);
 - c) That the automated message length be shortened,
 - d) That all Members of the Committee receive a written response to the above points.
- 3) That Cabinet be asked to consider performance indicators NI157a and NI157b and the potential to improve the targets.

4.0 COMMENTS OF THE DIRECTOR OF HOUSING AND INCLUSION

4.1 In relation to WL108:

- a) Since this PI was introduced the Contact Centre has significantly developed to increase the number of services offered and improve the quality of those services at first point of contact. This results in call duration being longer and therefore has a direct impact on call waiting times. This approach needs to be taken into consideration when setting targets to ensure they are achievable. It should also be noted that call volumes have significantly increased over the last year, as a result the target of 60 seconds has not been achieved. Current call volumes in relation to the roll out of the second year of garden waste and the changes to wheeled bins has already had a significant impact on call handling and wait times and it is unlikely that a target of 60 seconds would be achieved at the end of the year.

Whilst maintaining an efficient contact centre remains integral to our customer service, the resourcing of this needs to be balanced with the promotion of other access routes for services in line with key elements of the Council's plan to encourage self-serve.

- b) All calls that are answered by the Customer Services team are recorded and the Council is required to advise customers of this as part of the automated welcome message, before their call is answered. Calls cannot be answered by an advisor until the welcome message has been played and an option via the Interactive Voice Response (IVR) has been selected by the customer. It is therefore not appropriate to start calculating the wait time from the start of the automated message.
- c) The welcome message was reviewed and refined, based on best practice, as part of the implementation of the new telephony system in December 2017. The welcome message is also used to actively encourage channel shift in line with the Council's Plan and is regularly reviewed and updated throughout each year, to provide current key information (such as the changes to refuse and recycling, severe weather) to customers, which at times increases the length of message. With the introduction of the General Data Protection

Regulation (GDPR) in May 2018, it is likely that the welcome message will need to include a "privacy notice" for customers. Whilst this will increase the length of the message, the wording used will be clear and concise to minimise the impact on wait times for customers whilst ensuring the Council meets GDPR requirements.

Background Documents

There are no background documents (as defined in Section 100D(5) of the Local Government Act 1972) to this Report.

Equality Impact Assessment

The decision does not have any direct impact on members of the public, employees, elected members and / or stakeholders. Therefore no Equality Impact Assessment is required.

Appendices

1. Report of the Executive Overview and Scrutiny Committee Meeting held on 29 March 2018



APPENDIX 1

CABINET: 13 March 2018

EXECUTIVE OVERVIEW &
SCRUTINY COMMITTEE:
29 March 2018

Report of: Director of Housing and Inclusion

Relevant Portfolio Holder: Councillor I Moran

Contact for further information: Ms A Grimes (Extn. 5409)
(E-mail: alison.grimes@westlancs.gov.uk)

SUBJECT: CORPORATE PERFORMANCE MANAGEMENT 2018/19

Borough wide interest

1.0 PURPOSE OF THE REPORT

- 1.1 To seek approval for the Suite of Performance Indicators (Appendix A) to be adopted as the Council's Corporate PI Suite 2018/19.

2.0 RECOMMENDATIONS TO CABINET

- 2.1 That the Suite of Performance Indicators 2018/19 (Appendix A) and targets identified be approved and adopted as the Council's Corporate PI Suite 2018/19.
- 2.2 That the Director of Housing & Inclusion, in consultation with the Leader of the Council as Portfolio Holder, be authorised to finalise and amend the suite having regard to agreed comments from Executive Overview and Scrutiny Committee made on 29 March 2018, and to make necessary amendments to the suite in year in response to any issues that may arise, for example government policy or collection mechanisms.
- 2.3 That call-in is not appropriate for this item as it is being considered at the next meeting of Executive Overview & Scrutiny Committee on 29 March 2018.

3.0 RECOMMENDATIONS TO EXECUTIVE OVERVIEW AND SCRUTINY COMMITTEE

- 3.1 That the Committee consider the Suite of Performance Indicators 2018/19 (Appendix A) and agree comments as appropriate.

4.0 BACKGROUND

- 4.1 The corporate suite of performance indicators is reported to provide information about service areas and where indicators are relevant help demonstrate performance against the priorities agreed by Members through the Council Plan. The suite assists the authority to understand how well it is performing and provides information as to whether the organisation is on track to achieve the priorities.
- 4.2 As part of the development of the Council Plan 2018/19, a review of the 2017/18 suite of performance indicators was undertaken, including consideration of the Corporate & Environmental Overview and Scrutiny Committee request to review the target for NI157a, Processing of Major Planning Applications. The review resulted in revision to some targets, as well as changes around indicators as follows.
- The addition of a wider range of compliance indicators relating to the housing stock:
 - HS22a % of properties with a valid Landlord Gas Safety Record for all homes and buildings owned or managed by WLBC which require one.
 - HS23a % of properties covered by a suitable 'in date' water hygiene risk assessment (no older than 2 years) in place for all buildings owned or managed by WLBC which require one.
 - HS24a % of properties with a valid Electrical Installation Condition Report for all homes and buildings owned or managed by WLBC which require one.
 - HS25a % of non-domestic (communal) and 'other' asset numbers with an 'in-date' asbestos management survey/re-inspection which require one.
 - HS26a % of properties with a valid in date fire risk assessment in place for all buildings owned or managed by WLBC which require one.
 - The replacement of HS13 % LA properties with Landlord Gas Safety Record Outstanding with HS22a above (once reporting processes are developed), and the replacement of WL08a Number of Crime Incidents with indicators WLBC are more directly responsible for:
 - WL124 No. observations/incidents the CCTV operatives are involved in
 - WL125 No. arrests that CCTV operators were involved in
 - WL126 No. incidents identified by the operators through general monitoring.
 - The addition of digital data to reflect the Council's journey towards channel shift:
 - WL85a Website: no. visits
 - WL85aa Website: number of unique visitors
 - WL85b Website: use of online forms
 - WL85c Website: no. online payments
 - The addition of annual survey data to better reflect the priorities of Engage/empower and Promoting the Borough:
 - CIT14 % of residents who feel the Council keeps them well informed about its services and benefits
 - CIT16 % of residents who feel they belong to their local area

APPENDIX 1

Further details of the changes are provided in the Appendix.

- 4.2 It is recommended that targets for performance in 2018/19 are set to be challenging but realistic. In most cases given resources this means that targets are maintained as for 2017/18, but where circumstances suggest that PIs/targets need to vary then an explanation for the proposed change is provided in the table.
- 4.3 As in previous years, PI targets are reviewed and agreed with Heads of Service and Portfolio Holders prior to submission to committee. Targets for the Revenue & Benefits and ICT Services are determined via the Shared Services contractual process with input from the Director of Housing & Inclusion in consultation with the Portfolio Holder/s.
- 4.4 There are therefore 63 proposed performance indicators/data items within the suite that will be reported at year end for 2018/19. Of these, 38 are the 'key performance indicators' which will be reported to Members on a quarterly basis as indicated in the Appendix. Performance plans will be provided where identified actions can be expected to make a difference to future outturn or provide further detail on any underperformance. The remainder of the PIs will be reported annually. The full suite outturn will be reported with the Annual Council Plan Report.

5.0 SUSTAINABILITY IMPLICATIONS

- 5.1 The information set out in this report aims to help the Council to improve and sustain service performance.

6.0 FINANCIAL AND RESOURCE IMPLICATIONS

- 6.1 There are no significant financial or resource implications arising from the recommendations within this report. Several of the indicators/data items report against use of resources, helping to monitor and manage these appropriately within the authority.

7.0 RISK ASSESSMENT

- 7.1 Monitoring and managing performance information data together with the monitoring of progress against the Council Plan helps the authority to ensure it is achieving its priorities and reduces the risk of not doing so.

Background Documents

There are no background documents (as defined in Section 100D(5) of the Local Government Act 1972) to this Report.

Equality Impact Assessment

The decision does not have a direct impact on members of the public, employees, elected members and/or stakeholders. Therefore no equality impact assessment is required.

Appendices

Appendix A – Proposed 2018/19 Corporate Performance Indicator Suite

Appendix B - Minute of Cabinet 13 March 2018 (Executive Overview and Scrutiny Committee only)

APPENDIX 1 (A)

APPENDIX A: PROPOSED PERFORMANCE INDICATOR SUITE 2018/19

PI Code & Short Name	2014/15	2015/16	2016/17	Annual target 2017/18	Proposed Annual Target	Latest Notes	Change to 2017/18	Priority / Purpose	Reporting
	Outturn Value	Outturn Value	Outturn Value		2018/19				
HS1 % Housing repairs completed in timescale	96.56%	96.39%	97.22%	97.00%	97.00%			Tangible/visible	Q/Annual
HS13 % LA properties with Landlord Gas Safety Record outstanding	0.1%	0.13%	0.19%	0.00%	0.00%	Target based on legal requirement for all eligible properties to have a certificate. This PI is proposed for replacement once new gas compliance PI (HS22a below) can be reported at the end of Q2 18/19	Yes – propose replacement	Corporate/service delivery or support	Q/Annual
HS22a % of properties with a valid Landlord Gas Safety Record for all homes and buildings owned or managed by WLBC which require one.	~	~	~	~	100%	Replacing existing Gas Certificate PI to reflect new policies and management. One of a suite of service PIs that manage WLBC regulatory responsibilities with regard to gas safety. Target based on legal requirements. Data will only be available for Q2 2018/19 onwards, since we are currently developing appropriate and robust recording and reporting processes.	NEW/ Replacement	Corporate/service delivery or support	Q/Annual
HS23a % of properties covered by a suitable 'in date' water hygiene risk assessment (no older than 2 years) in place for all buildings owned or managed by WLBC which require one.	~	~	~	~	100%	One of a suite of service PIs that manage WLBC regulatory responsibilities with regard to water hygiene safety and preventing exposure to legionella. Target based on legal requirements. Data will only be available for Q2 2018/19 onwards, since we are currently developing appropriate and robust recording and reporting processes.	NEW	Corporate/service delivery or support	Q/Annual
HS24a % of properties with a valid Electrical Installation Condition Report for all homes and buildings owned or managed by WLBC which require one.	~	~	~	~	100%	One of a suite of service PIs that manage WLBC regulatory responsibilities with regard to electrical safety. Target based on legal requirements. Data will only be available for Q2 2018/19 onwards, since we are currently developing appropriate and robust recording and reporting processes.	NEW	Corporate/service delivery or support	Q/Annual
HS25a The total number of non-domestic (communal) and 'other' asset numbers 'at risk'	~	~	~	~	0	One of a suite of service PIs that manage WLBC regulatory responsibilities with regard to asbestos. Target based on legal requirements.	NEW	Corporate/service delivery or support	Q/Annual

PI Code & Short Name	2014/15	2015/16	2016/17	Annual target 2017/18	Proposed Annual Target	Latest Notes	Change to 2017/18	Priority / Purpose	Reporting
	Outturn Value	Outturn Value	Outturn Value		2018/19				
that require an asbestos management survey/re-inspection						Data will only be available for Q2 2018/19 onwards, since we are currently developing appropriate and robust recording and reporting processes.			
HS26a % of properties with a valid in date fire risk assessment in place for all buildings owned or managed by WLBC which require one	~	~	~	~	100%	One of a suite of service PIs that manage WLBC regulatory responsibilities with regard to fire safety. Target based on legal requirements. Data will only be available for Q2 2018/19 onwards, since we are currently developing appropriate and robust recording and reporting processes.	NEW	Corporate/service delivery or support	Q/Annual
HS14 % non-decent council homes	0.39%	0.30%	0.25%	0.25%	0.20%	To reflect ongoing investment in housing stock.	Y - target	Tangible/visible	Annual
Page 24 TS1 Rent Collected as a % of rent owed (excluding arrears b/f)	98.65	99.81	99.09	99.00	99.50	Universal Credit (UC) full service went live from December 2017. Rent income received through UC housing costs will now have an impact on this PI. (Data is currently showing UC housing costs direct at 52% compared to HB payments direct at 60%). We will receive UC income 4 weeks in arrears unlike HB income which is received weekly. These factors have been considered in setting the target for the coming year. Further profiling will be undertaken during the financial year to understand ongoing impact and to maximise performance.	Y - target	Corporate/service delivery or support	Q/Annual
TS11 % of rent loss through dwellings being vacant	1.69%	1.75%	1.79%	2.00%	1.90%	This indicator identifies how much income is lost through properties being vacant. 2018/19 target has been based on an improvement plan having benchmarked performance with other landlords to achieve continuous improvement and reduce income loss.	Y - target	Corporate/service delivery or support	Q/Annual
WL90 % of Contact Centre calls answered	92.4%	92.0%	93.0%	91.0%	88.0%	Consistently high call answering rates and low wait times actively encourages customers to contact the Council by phone which reduces the need for them to self-serve. Whilst maintaining an efficient contact centre remains integral to our customer service, this needs to be balanced with	Y - target	Corporate/service delivery or support	Q/Annual

PI Code & Short Name	2014/15	2015/16	2016/17	Annual target 2017/18	Proposed Annual Target	Latest Notes	Change to 2017/18	Priority / Purpose	Reporting
	Outturn Value	Outturn Value	Outturn Value		2018/19				
Page 25						<p>the promotion of other access routes for services in line with key elements of the Council's Plan to encourage self-service and delivering ongoing service efficiencies.</p> <p>The successful launch of the garden waste collection service resulted in 70% of subscriptions being completed online; this is the first time that online transactions have exceeded phone interactions for the same service. This was a direct result of active promotion of the online subscription service via the Contact Centre's Interactive Voice Response (IVR), which encouraged customers to hang up and sign up online. This subsequently counts as an abandoned call and impacts on this performance indicator.</p> <p>The same approach will be taken during the roll out of the second year of garden waste subscriptions in addition to opening up the online subscription service earlier than phone subscriptions, to further encourage online take up of the service. Other significant changes to Street Scene Services during 18/19 will also generate high call volumes and the revised target is considered to be a challenging but realistic target.</p>			
WL108 Average answered waiting time for callers to the contact centre (seconds)	30.00	51.00	60.00	60.00	Reflect annual outturn	<p>Since this PI was introduced the contact centre service has developed to provide greatly increased call resolution at first point of contact which has resulted in call duration being longer. The year to date figure at the time of this report is currently at 1 minute 46 seconds, which is above the 60 second target. Whilst maintaining an efficient contact centre remains integral to our customer service, the resourcing of this needs to</p>	Y - target	Corporate/service delivery or support	Q/Annual

PI Code & Short Name	2014/15	2015/16	2016/17	Annual target 2017/18	Proposed Annual Target	Latest Notes	Change to 2017/18	Priority / Purpose	Reporting
	Outturn Value	Outturn Value	Outturn Value		2018/19				
						<p>be balanced with the promotion of other access routes for services in line with key elements of the Council's Plan to encourage self-service and deliver ongoing service efficiencies.</p> <p>To support this approach, the annual target will therefore reflect annual outturn.</p>			
WL19bii Direct dial calls answered within 10 seconds	81.98%	81.34%	81.23%	82.21%	Reflect 2017/18 annual outturn	Maintaining telephone contact for customers remains a method of service access, however this needs to be balanced with the promotion of other access routes for services via the Council's Digital by Preference initiative and the drive for channel shift. To support this approach, the annual target will therefore reflect annual outturn.	Y - target	Corporate/service delivery or support	Q/Annual
WL85a Website: no. visits	444,352	451,906	516,776	~	Data only		NEW	Corporate/service delivery or support	Q/Annual
WL85aa Website: number of unique visitors	313,689	301,624	344,140	~	Data only		NEW	Corporate/service delivery or support	Q/Annual
WL85b Website: use of online forms	8,845	13,084	11,204	~	Data only		NEW	Corporate/service delivery or support	Q/Annual
WL85c Website: no. online payments	34,061	40,353	45,134	~	Data only		NEW	Corporate/service delivery or support	Q/Annual
ICT1 Severe Business Disruption (Priority 1)	100.0%	100.0%	100.0%	99.0%	99.0%	Targets to be agreed via contract process *		Corporate/service delivery or support	Q/Annual
ICT3 Major Business Disruption (P2)	100.0%	92.0%	96.0%	98.0%	98.0%	Targets to be agreed via contract process *		Corporate/service delivery or support	Q/Annual
ICT2 Minor Business Disruption (P3)	99.0%	98.0%	98.0%	97.0%	97.0%	Targets to be agreed via contract process *		Corporate/service delivery or support	Q/Annual
ICT4 Minor Disruption (P4)	99.0%	98.0%	99.0%	98.0%	98.0%	Targets to be agreed via contract process *		Corporate/service delivery or support	Q/Annual
ICT5 Advice & Guidance (P5)	100.0%	100.0%	100.0%	98.0%	98.0%	Targets to be agreed via contract process *		Corporate/service delivery or support	Annual

PI Code & Short Name	2014/15	2015/16	2016/17	Annual target 2017/18	Proposed Annual Target	Latest Notes	Change to 2017/18	Priority / Purpose	Reporting
	Outturn Value	Outturn Value	Outturn Value		2018/19				
B1 Time taken to process Housing Benefit/Council Tax Benefit new claims and change events	6.62	7.02	6.41	12.00	12.00	Targets to be agreed via contract process *		Corporate/service delivery or support	Q/Annual
B2 Overpayment Recovery of Housing Benefit overpayments (payments received)	£203,868	£276,577	311,409	£195,000	£195,000	Targets to be agreed via contract process *		Corporate/service delivery or support	Q/Annual
B4 Benefits Local authority Error Overpayments - Lower threshold	£86,090	£82,401	£96,867	£123,371 (below lower threshold)	tbc (Below lower threshold)	Targets to be agreed via contract process * Annual target cash figure may change, but is arrived at from the annual target of 'lower threshold year to date based on next year estimates' on the subsidy grant claim form. Actual cash figure will not be received until later in the year.		Corporate/service delivery or support	Annual
R1 % Council Tax collected	96.03%	97.02%	96.74%	97.10%	97.10%	Targets to be agreed via contract process *		Corporate/service delivery or support	Q/Annual
R2 % Council tax previous years arrears collected	33.56%	37.31%	26.82%	24.5%	24.5%	Targets to be agreed via contract process *		Corporate/service delivery or support	Q/Annual
R3 % of Non-domestic Rates Collected	96.40%	98.32%	97.72%	97.20%	97.20%	Targets to be agreed via contract process *		Corporate/service delivery or support	Q/Annual
R4 Sundry Debtors % of revenue collected against debt raised	90.73%	95.00%	95.06%	89.1%	89.1%	Targets to be agreed via contract process *		Corporate/service delivery or support	Q/Annual
BV8 % invoices paid on time	98.22%	98.81%	98.48%	98.75%	98.75%	Monitored by BTLS but mainly dependent on WLBC processes within individual services		Corporate/service delivery or support	Q/Annual
NI 154 Net additional homes provided	239	266	305	Data only	Data only			Tangible/visible	Annual
NI 155 Number of affordable homes delivered (gross)	16	92	95	Data only	Data only	The Housing Strategy 2014-2019 aspiration was for the development of no less than 500 affordable homes (AH) during the life of the strategy (from 2014-19).		Tangible/visible	Annual
NI 157a Processing of planning applications: Major applications	76.09%	95.12%	87.10%	65.00%	65.00%			Tangible/visible	Q/Annual

PI Code & Short Name	2014/15	2015/16	2016/17	Annual target 2017/18	Proposed Annual Target	Latest Notes	Change to 2017/18	Priority / Purpose	Reporting
	Outturn Value	Outturn Value	Outturn Value		2018/19				
NI 157b Processing of planning applications: Minor applications	73.88%	67.31%	88.85%	75.00%	75.00%	Government target of 65%		Tangible/visible	Q/Annual
NI 157c Processing of planning applications: Other applications	81.99%	82.71%	90.56%	85.00%	85.00%	Government target of 80%		Tangible/visible	Q/Annual
NI 159 Supply of ready to develop housing sites	120.5%	108.3%	106.3%	Data only	Data only			Tangible/visible	Annual
NI 191 Residual household waste per household (Kg)	502.59	513.15	504.95	500.00	500.00			Great place	Q/Annual
NI 192 Percentage of household waste sent for reuse, recycling and composting	46.29%	46.80%	47.38%	50.00%	50.00%			Great place	Q/Annual
NI 195a Improved street and environmental cleanliness (levels of litter)	0.83%	1.44%	0.80%	1.61%	1.61%			Great place	Q/Annual
NI 195b Improved street and environmental cleanliness (levels of detritus)	4.77%	4.95%	2.16%	5.00%	5.00%			Great place	Q/Annual
WL01 No. residual bins missed per 100,000 collections	84.26	89.83	76.81	80.00	80.00	Route Optimisation project is on going the aim is to have more balanced rounds. This is due for completion in March 2018.		Great place	Q/Annual
WL06 Average time taken to remove fly tips (days)	1.09	1.06	1.03	1.09	1.09			Great place	Q/Annual
WL08a Number of Crime Incidents	4,971	4,765	5,170	Data only	Propose deletion	WLBC has limited influence on the number of crime incidents recorded and reported by Lancashire Constabulary. To be replaced with data from the CCTV monitoring suite.	Yes – propose replacement	Great place	Q/Annual
WL124 No. observations/incidents the CCTV operatives are involved in	~	~	6,045	~	Data only		NEW	Great place	Annual
WL125 No. arrests that CCTV operators were involved in	~	~	282	~	Data only		NEW	Great place	Annual

PI Code & Short Name	2014/15	2015/16	2016/17	Annual target 2017/18	Proposed Annual Target	Latest Notes	Change to 2017/18	Priority / Purpose	Reporting
	Outturn Value	Outturn Value	Outturn Value		2018/19				
WL126 No. incidents identified by the operators through general monitoring	~	~	1,525	~	Data only		NEW	Great place	Annual
WL_18 Use of leisure and cultural facilities (swims and visits)	1,203,074	1,164,957	1,213,806	Data only	Data only	PI comprises data from: participants in sports development; numbers attending countryside events and activities; visits to leisure/sports centres, golf course and Chapel Gallery.		Great place	Q/Annual
WL24 % Building regulations applications determined within 5 weeks	61.64%	61.98%	62.20%	50.00%	50.00%			Tangible/visible	Annual
WL122 % Vehicle Operator Licence Inspections Carried Out within 6 Weeks	100%	100%	100%	100%	100%			Corporate/service delivery or support	Q/Annual
WL_23 Apprenticeships Started Each Year Within WLBC	~	~	~	2.30%	2.30%	The Government target itself is an average of 2.3% apprenticeship starts across the years that the target applies, from 2017/18 to 2020/21. Numbers include new recruits or existing staff starting on Apprenticeship Programmes. 2.3% as a headcount is established annually at 31 March.		Great place	Annual
WL_121 Working Days Lost Due to Sickness Absence	8.74	9.64	7.44	8.08	8.08			Corporate/service delivery or support	Q/Annual
ER01 Apprenticeships created from Council intervention	~	~	27	Data only	Data only	Introduced for 2017/18.		Great place	Annual
ER04 Apprenticeship vacancies within the borough	~	~	113	Data only	Data only	Introduced for 2017/18. Apprenticeships advertised in the West Lancashire area		Great place	Annual
ER05 Benefit claimant count in West Lancs	~	~	1.9%	Data only	Data only	Introduced for 2017/18. Includes Universal Credit. Monitors both those out of work claiming benefits and also those in work claiming benefits. However outturn is beyond control of the Council, therefore data only. Information comes from DWP administrative data.		Great place	Annual
CIT01 % feel West Lancs is safe & secure to live	78%	79%	79%	Data only	Data only	Carried out by survey.		Great place	Annual

CIT02 % satisfied with cleanliness of streets	69%	65%	56%	Data only	Data only	Carried out by survey.		Great place	Annual
CIT03 % satisfied with how WLBC runs things	68%	62%	57%	Data only	Data only	Carried out by survey.		Great place	Annual
CIT05 % satisfied with local area as a place to live	82%	78%	80%	Data only	Data only	Carried out by survey.		Great place	Annual
CIT06 % satisfied with sports/leisure facilities	42%	41%	27%	Data only	Data only	Carried out by survey.		Great place	Annual
CIT07 % satisfied with parks and open spaces	58%	60%	52%	Data only	Data only	Carried out by survey.		Great place	Annual
CIT08 % residents agreeing that WLBC provides value for money	43%	41%	35%	Data only	Data only	Carried out by survey.		Great place	Annual
CIT12 % of people satisfied with household collections for domestic waste	83%	86%	85%	Data only	Data only	Carried out by survey.		Great place	Annual
CIT13 % of people satisfied with household collections for recyclable materials	82%	82%	78%	Data only	Data only	Carried out by survey.		Great place	Annual
CIT14 % of residents who feel the Council keeps them well informed about its services and benefits	57%	50%	49%	Data only	Data only	Carried out by survey.	NEW	Great place	Annual
CIT16 % of residents who feel they belong to their local area	71%	69%	72%	~	Data only	Carried out by survey. Reflecting engaging and empowering priority	NEW	Engage/Empower	Annual

Notes:

*Managed through BT Lancashire Services contract. SLA targets are annual and are subject to contractual processes. Quarter targets as reported in performance reports are provided only as a gauge.

~ not collected and/or reported at this time or previous calculations not comparable

+ data restated

^ restated following a planning appeal

Reporting of PIs is dependent on collection mechanisms remaining in place. Satisfaction (CIT_) indicators are collected via the Citizen & Stakeholder Survey.

APPENDIX 1 (B)

MINUTE OF CABINET – 13 MARCH 2018

96 CORPORATE PERFORMANCE MANAGEMENT 2018/19

The Leader introduced the report of the Director of Housing and Inclusion which sought approval of the Suite of Performance Indicators to be adopted as the Council's Corporate PI Suite 2018/19.

In reaching the decision below, Cabinet considered the details as set out in the report before it and accepted the reasons contained therein.

- RESOLVED (A) That the Suite of Performance Indicators 2018/19 (Appendix A) and targets identified be approved and adopted as the Council's Corporate PI Suite 2018/19.
- (B) That the Director of Housing & Inclusion, in consultation with the Leader of the Council as Portfolio Holder, be authorised to finalise and amend the suite having regard to agreed comments from Executive Overview and Scrutiny Committee made on 29 March 2018, and to make necessary amendments to the suite in year in response to any issues that may arise, for example government policy or collection mechanisms.
- (C) That call-in is not appropriate for this item as it is being considered at the next meeting of Executive Overview & Scrutiny Committee on 29 March 2018.



Report of: Director of Leisure and Environment

Relevant Portfolio Holder: Councillors Y. Gagen

Contact for further information: Mr S. Kent (Extn. 5169)
(E-mail: Stephen.kent@westlancs.gov.uk)

SUBJECT: USE OF SECTION 106 MONIES IN UP HOLLAND

Wards affected: Upholland ward

1.0 PURPOSE OF THE REPORT

1.1 To consider a proposal regarding the use of Section 106 (S106) monies for the enhancement of public open space provision in UpHolland.

2.0 RECOMMENDATION

2.1 That the use of up to £15,000 of S106 monies be approved, as outlined at 5.3, to enable improvements to be made at Abbey Lakes, UpHolland.

3.0 BACKGROUND

3.1 Under policy EN3 of the West Lancashire Local Plan 2012-2027, developers must provide open space facilities as part of housing developments. Where developments are less than 20 dwellings or on sites where it is not reasonable to expect a development to provide on-site facilities, and where there is a deficiency of open space, the Council can require a commuted sum for the provision of new or the enhancement of existing areas of public open space within its area.

3.2 In accordance with the decision of the Planning Committee on January 10th 2002 the views of the relevant Parish Council/Ward Members have been sought in respect of the potential use of S106 allocations from development of land at rear of 32 parliament Street and Sandcross Service Station.

- 3.3 An Officer working group was established in February 2011 to co-ordinate the receipt of S106 commuted sums and report to cabinet on the use of the funding. A function of this group is to establish levels of uncommitted S106 funds across all wards and liaise with Ward Members and Parish Councils as to how this funding could be best utilised in line with the requirements of the S106 agreements.

4.0 CURRENT POSITION

- 4.1 The funding from a particular development can only be used in accordance with the terms of the related S106 agreement. The Council currently has unallocated monies from three S106 agreements in the UpHolland ward totalling £46,389 (£11,045 from Parliament Street, £13,254 from Sandcross Service Station, and £22,090 for the Carmelite Convent). Following consultation with Ward Members and UpHolland Parish Council there is one new proposal being proposed for UpHolland ward.

5.0 PROPOSALS

- 5.1 The WLBC Ranger Service has recently been working in partnership with EDs Homes, a local charity supporting ex-service personnel back into mainstream living, to improve the environment of Abbey Lakes, UpHolland. The rangers have co-ordinated volunteers to work alongside them to improve the site, and ultimately to develop a long term group/club to fish the lake and help manage the site. All volunteers are signed up as Volunteer Rangers and follow the health and safety protocol in place through the Ranger Service including risk assessments, training, and insurance cover.(see appendix 1 – Abbey Lakes Improvement Project: Health and Safety Protocol).
- 5.2 Volunteers have been engaged since November on a trial basis to see how the scheme could work. This trial has been very successful and a programme of works has now been established for the Summer period, including improvements to access and car parking, enhanced pathways, and improvements to the fishing platforms and fishing facilities.
- 5.3 The programme of works will be overseen by the Ranger Service and on-going maintenance will be undertaken by the volunteer group in conjunction with the ranger service, with the intention of the initial trial becoming a permanent arrangement. A bid for S106 funds, as outlined at 7.1, will be used to cover the cost of equipment and materials for the works, works will include :-

Access lane and car park	£8,000
Boardwalk & Bridges	£5,000
Fishing platforms	£2,000

Total	£15,000

6.0 SUSTAINABILITY IMPLICATIONS

6.1 These improvements will contribute towards making Abbey Lakes a more attractive, accessible and enjoyable place to visit for the residents of UpHolland and West Lancashire. It will also further the aims of community engagement in the management of our parks and open spaces. The project will also make a considerable contribution towards improving the health and wellbeing of the ex-service volunteers that will be taking part.

7.0 FINANCIAL AND RESOURCE IMPLICATIONS

7.1 The bid from WLBC is for up to £15,000 from S106 funds, which can be made available from the allocations received from the development of land rear of 32 Parliament Street, (£11,045) and Sandcross Service Station (£3,955)

8.0 RISK ASSESSMENT

8.1 Implementation of these improvements will be a great asset to the local community but will have to be maintained effectively to continue that benefit. The development of a long term volunteer group/club will greatly assist this process and develop a feeling of local ownership of the site, whilst also promoting access to the wider community.

Background Documents

There are no background documents (as defined in Section 100D(5) of the Local Government Act 1972) to this Report.

Equality Impact Assessment

There is a direct impact on members of the public, employees, elected members and / or stakeholders. Therefore an Equality Impact Assessment is required. A formal equality impact assessment is attached as an Appendix to this report, the results of which have been taken into account in the Recommendations contained within this report.

Appendix

1. Abbey Lakes Improvement Project – Health and Safety Protocol
2. EIA

For the Council the engagement and management of volunteers is an important aspect of local ownership of some of our parks and countryside facilities. However this activity comes with responsibilities which need to be carefully managed, particularly in respect of health and safety.

The Abbey Lakes Improvement Project is a good example of how this process can be very beneficial to both Council and Volunteers and is also a good example of the health and safety guidelines that should be followed.

Volunteer Rangers

All volunteers in this project are signed up as Volunteer Rangers before they can start getting involved in the practical activities on the programme. See form below:-

WEST LANCASHIRE PARKS AND COUNTRYSIDE SERVICE

VOLUNTEER RANGER SERVICE

Name:

Address:

Home Telephone:

Mobile:

Email Address:

Date of Birth:

Medical Conditions:

Criminal Convictions:

Emergency Contact Name:

Relationship:

Emergency Contact Telephone:

Mobile:

In signing this form: -

I understand that as a volunteer I am not permitted to carry out any task on Council land, or use any machinery belonging to the Council without express permission from a member of the ranger service.

I acknowledge that I have received and read a copy of the Volunteer Handbook and I will adhere to the terms laid out within.

I acknowledge that I have been made aware of the fire and emergency procedures in place at Beacon Country Park.

I am agreeing that the information given is correct at the date given. I understand that it is my responsibility to make the Ranger Service aware should my circumstances change.

Signed

Date

All information you provide will be kept private and confidential.

By signing this document they become a formal Volunteer Ranger.

This means they must conform to the Councils Health and Safety Protocol.

It also means that they will be covered by the Council's Employers Liability insurance for the work they are undertaking. This cover is provided by the Councils insurers Zurich Municipal and this process has been agreed by the Councils Insurance Team.

They will also be issued with a Volunteer Handbook which includes codes of conduct, methods of working, and health and safety guidance.

Volunteer Guidelines

The health and safety guidance includes a series of guidelines specifically put together for volunteers working on site, for the Abbey Lakes Improvement Project relevant guidelines include :-

VVSW01	Manual Handling
VVSW03	Litter Picking
VVSW04	Working near roads or car parks
VVSW05	Working near water, see example below

Parks and Countryside Volunteer Ranger Service

VSSW05 - Working near water

When carrying out work near bodies of water it is important to stay safe and dry.

1)Read the signs

- Be aware of signs warning of deep water or other hazards*

2)Take extra care

- Never fool around or run beside water*
- Take care on banks and edges, they may crumble and collapse*
- Boardwalks and other structures may become slippery in wet weather so wear suitable footwear and maintain a solid stance*

3)Do not work alone

- NEVER work near water alone!*
- A member of the team should have a throwline in case of accidental submersions*

4)Know how to help

- NEVER go into the water to retrieve a fellow volunteer/colleague or member of the public*

- *Use a throwline or long pole to reach out to the person and pull them to the side*
 - *Keep them warm and return to base or call a member of staff/ambulance depending on the severity of the situation*
-

VVSW07	Basic tool use and maintenance
VVSW08	Use and maintenance of swinging tools
VVSW09	Use of loppers and secateurs
VVSW11	Use of strimmers
VVSW13	Use of pole saw, see example below

Parks and Countryside Volunteer Ranger Service

VSSW13 - Pole Saw

- *Make sure all appropriate PPE is available to the user – gloves, ear protection, eye, protection, head protection and that the PPE is in good working order.*
- **Starting**
 - *Push the primer nipple in 3-6 times (allowing it to slowly re-inflate each time)*
 - *Turn choke switch to open. Steady machine with left hand. Pull starter cord with right hand. Repeat until engine fires.*
 - *Turn choke switch to closed. Pull starter cord. Run for 10secs.*
 - *Press trigger for 2-3 secs. Machine should rev and return to tick over.*
- **Operation**
 - *Start machine.*
 - *Check that no person or animal is within 10m of you or twice the length of the vegetation being cut, whichever is greater.*
 - *Holding with one hand at the base on the trigger and the other hand at a comfortable point along the shaft, pull the trigger all the way and position the cutting bar to allow you to cut vegetation at desired point. Always cut on full revs.*
 - *Only operate the pole saw and extend to a point comfortable enough so as not to cause strain on the user's body. Do not over extend. Use your feet to turn with the machine, avoid twisting when under load.*
 - *If a person or animal approaches to within 10m or 2 lengths of the vegetation being cut, allow the machine to revert to tick over. If the person or animal remains for more than 30 secs or they wish to talk to you, turn the machine off using the on/off switch.*
 - *If cutting a branch over 2" in diameter and so as to avoid ripping the bark, make a small cut on the underside of the branch no more than a quarter of the way through before returning to cut down from the top.*

- Think about possible forces of tension and compression on the timber being cut and proceed accordingly. If in doubt, stop and seek advice from a ranger.
- When the job is finished turn the machine off using the on/off switch.

- **DO NOT:**
 - Operate without the appropriate PPE.
 - Operate if you have not been shown how to use the machine by a ranger.
 - Operate the machine within 10m of a person, animal or parked vehicle.
 - Use the machine outside of your comfort zone. If you need to rest, then rest.
 - Use a damaged machine.

- VVSW14 Use of hedge cutters
- VVSW15 Use of plate compactor

Role of the Supervisor

The Ranger supervising a volunteer event will use these guidelines to ensure that the volunteers are adequately trained to undertake the specific activity.

To ensure that the volunteers acknowledge these guidelines, they are asked to signed an attendance form which includes the wording :-

"By signing this form I am acknowledging that the tasks have been fully explained to me. I am aware of the health and safety requirements and my responsibilities during the task. I am aware of the risks associated with the task and the safe systems of work that are in place and I agree to adhere to them."

Undertaking Practical Works.

To ensure that tasks are undertaken safely the ranger in charge will ensure that the guidelines previously mentioned are adhered to and will also use Safe Systems of Work and Risk Assessments relevant to the project.

The Safe Systems of Work for the Abbey Lakes Improvement Programme will include :-

- CRSSW001 Working in and around water
- CRSSW006 Working with volunteer and community groups

Risk Assessments which will be used will include :-

- CS/CR/002 General site safety
- CS/CR/002 Basic construction

CS/CR/002 Use of hand tools

CS/CR/002 Path construction

CS/CR/002 Wetland work

More information and further details of all the risk assessments, safe systems of work, and volunteer guidelines can be found on the Council's health and Safety Gateway.

Equality Impact Assessment Form	
Directorate: Leisure and Environment	Service: Leisure Operations
Completed by: Stephen Kent	Date: 16/3/2018
Subject Title: Use of S106 monies in UpHolland	
1. DESCRIPTION	
Is a policy or strategy being produced or revised:	No <i>*delete as appropriate</i>
Is a service being designed, redesigned or cutback:	No
Is a commissioning plan or contract specification being developed:	No
Is a budget being set or funding allocated:	Yes
Is a programme or project being planned:	Yes
Are recommendations being presented to senior managers and/or Councillors:	Yes
Does the activity contribute to meeting our duties under the Equality Act 2010 and Public Sector Equality Duty (Eliminating unlawful discrimination/harassment, advancing equality of opportunity, fostering good relations):	No
Details of the matter under consideration:	
<p><i>If you answered Yes to any of the above go straight to Section 3</i> <i>If you answered No to all the above please complete Section 2</i></p>	
2. RELEVANCE	
Does the work being carried out impact on service users, staff or Councillors (stakeholders):	
If Yes , provide details of how this impacts on service users, staff or Councillors (stakeholders): <i>If you answered Yes go to Section 3</i>	
If you answered No to both Sections 1 and 2 provide details of why there is no impact on these three groups: <i>You do not need to complete the rest of this form.</i>	
3. EVIDENCE COLLECTION	
Who does the work being carried out impact on, i.e. who is/are the stakeholder(s)?	Skelmersdale residents
If the work being carried out relates to a universal service, who needs or uses it most? (Is there any particular group affected more than others)	Skelmersdale residents, particularly family groups and children
Which of the protected characteristics are most relevant to the work being carried out?	<i>*delete as appropriate</i>

Age	Yes
Gender	No
Disability	Yes
Race and Culture	No
Sexual Orientation	No
Religion or Belief	No
Gender Reassignment	No
Marriage and Civil Partnership	No
Pregnancy and Maternity	No
4. DATA ANALYSIS	
In relation to the work being carried out, and the service/function in question, who is actually or currently using the service and why?	Site is currently public open space used for outdoor recreation.
What will the impact of the work being carried out be on usage/the stakeholders?	Works will allow the site to be used for a wider range of activities and for a longer period of time. Access in particular will be greatly improved to allow for more recreational use.
What are people's views about the services? Are some customers more satisfied than others, and if so what are the reasons? Can these be affected by the proposals?	Users of the site are more dissatisfied with the facility due to poor fishing due to silting of the lake and poor access. Proposals will improve access for all.
What sources of data including consultation results have you used to analyse the impact of the work being carried out on users/stakeholders with protected characteristics?	Local anecdotal evidence and feedback from groups and organisations.
If any further data/consultation is needed and is to be gathered, please specify:	Future monitoring will be undertaken as the project progresses.
5. IMPACT OF DECISIONS	
In what way will the changes impact on people with particular protected characteristics (either positively or negatively or in terms of disproportionate impact)?	This site will provide good facilities for children and families. Improvements to the fishing facilities will provide informal recreation for a wider range of users.
6. CONSIDERING THE IMPACT	
If there is a negative impact what action can be taken to mitigate it? (If it is not possible or desirable to take actions to reduce the impact, explain why this is the case (e.g. legislative or financial drivers etc.).	Monitoring use will establish any negative issues and deal with them accordingly
What actions do you plan to take to address any other issues above?	On-going liaison through the Ranger Service.
7. MONITORING AND REVIEWING	
When will this assessment be reviewed and who will review it?	April 2019. Reviewing officer – Stephen Kent



CABINET: 12 JUNE 2018

CORPORATE & ENVIRONMENTAL
OVERVIEW & SCRUTINY COMMITTEE:
12 JULY 2018

Report of: Director of Housing and Inclusion

Relevant Portfolio Holder: Councillor A Yates

Contact for further information: Ms A Grimes (Extn. 5409)
(E-mail: alison.grimes@westlancs.gov.uk)

SUBJECT: QUARTERLY PERFORMANCE INDICATORS (Q4 2017/18)

Wards affected: Borough wide

1.0 PURPOSE OF THE REPORT

1.1 To present performance monitoring data for the quarter ended 31 March 2018.

2.0 RECOMMENDATIONS TO CABINET

2.1 That the Council's performance against the indicator set for the quarter ended 31 March 2018 be noted.

2.2 That the call-in procedure is not appropriate for this item as the report will be submitted to the meeting of the Corporate & Environmental Overview & Scrutiny Committee on 12 July 2018.

3.0 RECOMMENDATIONS TO CORPORATE & ENVIRONMENTAL OVERVIEW & SCRUTINY COMMITTEE

3.1 That the Council's performance against the indicator set for the quarter ended 31 March 2018 be noted.

4.0 CURRENT POSITION

4.1 Members are referred to Appendix A of this report detailing the quarterly performance data for key performance indicators. The performance information aims to help demonstrate performance against the corporate priorities as well as providing some service-specific information.

- 4.2 31 data items are reported quarterly, two of these are data only. Of the 29 PIs with targets reported:
- 18 indicators met or exceeded target
 - 4 indicators narrowly missed target; 7 were 5% or more off target

The data item *WL_18 Use of leisure and cultural facilities* is also pending.

As a general comparison, Q4 performance in 2016/17 gave 23 (from 30) performance indicators on or above target.

- 4.3 Performance plans prepared by service managers are already in place for those indicators where performance falls short of the target by 5% or more for this quarter, if such plans are able to influence outturn and will be relevant for future monitoring purposes.
- 4.4 These plans provide the narrative behind the outturn and are provided in Appendix B1-B2. Where performance is below target for consecutive quarters, plans are revised only as required, as it is reasonable to assume that some remedial actions will take time to make an impact. Progress on actions from previous Performance Plans are provided in Appendix C.
- 4.5 For those PIs that have flagged up as 'amber' (indicated as a triangle), an assessment has been made at head of service level based on the reasons for the underperformance and balancing the benefits of implementing a performance plan versus resource implications. This is indicated in the table.
- 4.6 Although the purpose of this report is to comment on quarterly information, where available, a brief reference on draft annual performance is also given in Appendix A.
- 4.7 Performance against the full corporate suite of indicators 2017/18 will be reported within the Council Plan Annual Report. This suite of indicators and targets was agreed by Cabinet in March 2017. Targets for 2017/18 were agreed through Cabinet in March 2017 and in consultation with the Leader following consideration of comments from the Executive Overview and Scrutiny Committee. These future targets will be reported alongside the 2017/18 annual performance data.

5.0 SUSTAINABILITY IMPACTS

- 5.1 The information set out in this report aims to help the Council improve service performance. There are no significant sustainability impacts associated with this report/update and, in particular, no significant impact on crime and disorder.

6.0 FINANCIAL AND RESOURCE IMPLICATIONS

- 6.1 There are no direct financial or resource implications arising from this report.

7.0 RISK ASSESSMENT

- 7.1 This item is for information only and makes no recommendations. It therefore does not require a formal risk assessment and no changes have been made to risk registers as a result of this report. Monitoring and managing performance information data helps the authority to ensure it is achieving its corporate priorities and key objectives and reduces the risk of not doing so.

Background Documents

There are no background documents (as defined in Section 100D(5) of the Local Government Act 1972) to this Report.

Equality Impact Assessment

The decision does not have any direct impact on members of the public, employees, elected members and / or stakeholders. Therefore no Equality Impact Assessment is required.

Appendices

Appendix A: Quarterly Performance Indicators for Q4 Jan-March 2017/18

Appendix B1: WL121 Sickness Absence

Appendix B2: HS13% LA properties with Landlord Gas Safety Record outstanding

Appendix C: Actions from Previous Performance Plans

Appendix D: Minute of Cabinet 12 June 2018 (Corporate & Environmental Overview and Scrutiny Committee only) – to follow

APPENDIX A: QUARTERLY PERFORMANCE INDICATORS

Icon key						
PI Status		Performance against same quarter previous year				
	OK (within 0.01%) or exceeded	18		Improved	10	
	Warning (within 5%)	4		Worse	17	
	Alert (by 5% or more)	7		No change	3	
	Data only	2	/	Comparison not available	0	
N/A	Data not collected for quarter	0		Awaiting data	1	
	PIs awaiting data	0				
	'Data only' awaiting data	1				
					Total number of indicators/data items	31

Shared Services ¹

Code & Short Name	Q4 2015/16	Q1 2016/17	Q2 2016/17	Q3 2016/17	Q4 2016/17	Q1 2017/18	Q2 2017/18	Q3 2017/18	Q4 2017/18	Current Target	Comments	Q4 17/18 vs Q4 16/17	Quarter Performance
	Value	Value	Value	Value	Value	Value	Value	Value	Value				
ICT1 Severe Business Disruption (Priority 1) (ytd)	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	99.0%	Q4 outturn is year to date; annual target of 99% was exceeded		
ICT2 Minor Business Disruption (P3) (ytd)	98.0%	98.0%	97.0%	98.0%	98.0%	98.0%	99.0%	99.0%	99.0%	97.0%	Q4 outturn is year to date; annual target of 97% was exceeded		
ICT3 Major Business Disruption (P2) (ytd)	92.0%	100.0%	92.0%	94.0%	96.0%	100.0%	100.0%	100.0%	100.0%	98.0%	Q4 outturn is year to date; annual target of 98% was exceeded		
ICT4 Minor Disruption (P4) (ytd)	98.0%	99.0%	99.0%	99.0%	99.0%	98.0%	99.0%	99.0%	99.0%	98.0%	Q4 outturn is year to date; annual target of 98% was exceeded		
B1 Time taken to process Housing Benefit/Council Tax Benefit new claims and change events (ytd)	7.02	7.22	7.24	8.10	6.41	6.87	7.10	6.93	5.63	12.00	Q4 outturn is year to date; annual target of 12 days was exceeded		
B2 Overpayment Recovery of Housing Benefit overpayments (payments received) ytd	£276,577	£79,368	£157,338	£226,000	£311,409	£69,860	£140,362	£212,841	£294,695	£195,000	Q4 outturn is year to date; annual target of £195K was exceeded. Direct over performance against the target of approx. £100K.		
R1 % of Council Tax collected	97.02%	29.38%	56.67%	84.38%	96.74%	29.30%	56.28%	83.97%	96.51%	97.10%	Q4 outturn is year to date; annual target of 97.10% was narrowly missed. Annual		



PI Code & Short Name	Q4 2015/16	Q1 2016/17	Q2 2016/17	Q3 2016/17	Q4 2016/17	Q1 2017/18	Q2 2017/18	Q3 2017/18	Q4 2017/18	Current Target	Comments	Q4 17/18 vs Q4 16/17	Quarter Performance
	Value	Value	Value	Value	Value	Value	Value	Value	Value				
											outturn equates to a shortfall of approximately £350k against a total annual liability of £59m. Direct impact of this to WLBC is 13% (£45k). Previous Performance Plan in progress. See Appendix C.		
R2 % council tax previous years arrears collected	37.31%	9.98%	17.3%	22.54%	26.82%	7.13%	13.37%	18.22%	26.78%	24.50%	Q4 outturn is year to date; annual target of 24.50% was exceeded. Direct over performance against the target of approx. £20K	↓	✓
R3 % of Non-domestic Rates Collected	98.32%	29.27%	56.87%	82.98%	97.72%	29.18%	55.15%	80.66%	98.18%	97.20%	Q4 outturn is year to date; annual target of 97.20% was exceeded. Direct over performance against the target of approx. £127k	↑	✓
R4 Sundry Debtors % of revenue collected against debt raised	95%	66.42%	72.43%	80.87%	95.06%	39.49%	74.71%	87.99%	95.78%	89.10%	Q4 outturn is year to date; annual target of 89.10% was exceeded. Direct over performance against the target of approx. £511k.	↑	✓

Page 10







Development & Regeneration Services











PI Code & Short Name	Q4 2015/16	Q1 2016/17	Q2 2016/17	Q3 2016/17	Q4 2016/17	Q1 2017/18	Q2 2017/18	Q3 2017/18	Q4 2017/18	Current Target	Comments	Q4 17/18 vs Q4 16/17	Quarter Performance
	Value	Value	Value	Value	Value	Value	Value	Value	Value				
NI 157a Processing of planning applications: Major applications	81.82%	100%	92.31%	71.43%	83.33%	100%	100%	100%	87.50%	65.00%	Annual performance of 97.22% exceeded annual target of 65%.	↑	✓
NI 157b Processing of planning applications: Minor applications	62.26%	70.97%	91.67%	96.49%	94.67%	76.56%	93.90%	93.62%	89.09%	75.00%	Annual performance of 88.31% exceeded annual target of 75%.	↓	✓
NI 157c Processing of planning applications: Other applications	80.00%	85.95%	96.64%	92.68%	89.52%	87.31%	93.62%	94.87%	96.15%	85.00%	Annual performance of 93.05% exceeded annual target of 85%.	↑	✓

Finance and HR Services

PI Code & Short Name	Q4 2015/16	Q1 2016/17	Q2 2016/17	Q3 2016/17	Q4 2016/17	Q1 2017/18	Q2 2017/18	Q3 2017/18	Q4 2017/18	Current Target	Comments	Q4 17/18 vs Q4 16/17	Quarter Performance
	Value	Value	Value	Value	Value	Value	Value	Value	Value				
WL_121 Working Days Lost Due to Sickness Absence ⁴	9.64	8.89	7.61	7.40	7.44	6.92	7.54	7.67	8.28	8.08	Q4 outturn is year to date; annual target of 8.08 was narrowly missed Performance Plan attached as Appendix B1.		

Housing & Inclusion Services





PI Code & Short Name	Q4 2015/16	Q1 2016/17	Q2 2016/17	Q3 2016/17	Q4 2016/17	Q1 2017/18	Q2 2017/18	Q3 2017/18	Q4 2017/18	Current Target	Comments	Q4 17/18 vs Q4 16/17	Quarter Performance
	Value	Value	Value	Value	Value	Value	Value	Value	Value				
Page 51 HS1 % Housing repairs completed in timescale	95.38%	94.93%	97.42%	98.13%	98.40%	95.88%	96.06%	98.44%	99.10%	97.00%	Annual performance of 97.37% exceeded annual target of 97%.		
HS13% LA properties with Landlord Gas Safety Record outstanding	0.13%	0.13%	0.22%	0.07%	0.19%	0.16%	0.13%	0.15%	0.49%	0.00%	Reported performance is an average from months in the period. Target based on legal requirement for all eligible properties to have certificate. Annual performance of 0.49% did not achieve target of 0%. Outturn represents around 27 properties as at the end of March. As of 25 April this is down to 1. The increase in Q4 was a temporary effect from updating our processes to improve compliance and monitoring procedures. Performance Plan attached as Appendix B2.		
TS1 Rent Collected as a % of rent owed (excluding arrears b/f)	99.81	102.3	99.96	99.96	99.09	102.46	99.97	100.5	99.48	99.00	Q4 outturn is year to date; annual target of 99% was exceeded. Income collection rates exceeded target which is a significant achievement as more tenants move to Universal Credit (UC) and monthly housing payments in arrears since Universal Credit full service		





PI Code & Short Name	Q4 2015/16	Q1 2016/17	Q2 2016/17	Q3 2016/17	Q4 2016/17	Q1 2017/18	Q2 2017/18	Q3 2017/18	Q4 2017/18	Current Target	Comments	Q4 17/18 vs Q4 16/17	Quarter Performance
	Value	Value	Value	Value	Value	Value	Value	Value	Value				
											went live on 13 th December 2017. All efforts are being made to minimise arrears and this is becoming more challenging in light of UC, and become responsible for their own rent payments. We have a total of 628 tenants on UC. The Income team are prioritising tenants who need budgeting support and we have a dedicated officer working on this. Requests for direct payments into the rent account from the DWP are made for those in arrears. We have continued to make best use of the discretionary housing payment budget to support those tenants affected by the Welfare Reforms.		
TS11 % of rent loss through dwellings being vacant	1.74%	1.76%	1.79%	1.8%	1.79%	1.84%	1.79%	1.87%	1.59%	2.00%	Q4 outturn is year to date; annual target of 2.00% was exceeded.		
Page 52 98 % invoices paid on time	98.36%	98.54%	98.33%	98.65%	98.37%	99.11%	98.05%	98.79%	98.13%	98.75%	Quarter data relates to 11,870 invoices. Annual outturn of 98.5% narrowly missed target of 98.75%. Head of Service assessment: performance plan not required		
WL19bii Direct dial calls answered within 10 seconds ²	81.00%	80.15%	79.95%	82.41%	82.69%	81.39%	81.24% ²	80.07% ²	78.43%	82.21%	Quarter data relates to 52,344 calls. Annual outturn of 80.26% narrowly missed target of 82.21%. Head of Service assessment: performance plan not required		
WL90 % of Contact Centre calls answered	91.1%	92.2%	94.6%	93.7%	91.9%	80.1%	90.3%	88.3%	71.89%	91.0%	Annual outturn of 81.69% did not achieve target of 91.0%. This relates to 123,448 calls in 2017/18, compared with 102,646 in 2016/17. Performance Plan in progress, see Appendix C.		
WL108 Average answered waiting time for callers to the contact centre (seconds) ³	60.00	64.00	47.00	58.00	69.00	163.00	83.00	102.00 ³	214.00	60.00	Quarter performance was heavily impacted by additional calls around changes to bin collections and the new subscription period for green waste. Annual outturn did not achieve target. A single annual outturn figure cannot be provided as a new telephony system was		

												introduced in December 2017. Figures reported are averages, so data cannot be combined, but quarter data demonstrates annual target is not met. Performance Plan in progress, see Appendix C.		
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Environment & Leisure Services

PI Code & Short Name	Q4 2015/16	Q1 2016/17	Q2 2016/17	Q3 2016/17	Q4 2016/17	Q1 2017/18	Q2 2017/18	Q3 2017/18	Q4 2017/18	Current Target	Comments	Q4 17/18 vs Q4 16/17	Quarter Performance
	Value	Value	Value	Value	Value	Value	Value	Value	Value				
WL08a Number of Crime Incidents	1,205	1,359	1,224	1,388	1,199	1,432	1,504	1,559	1,509		Annual outturn is 6,004		
WL_18 Use of leisure and cultural facilities (swims and visits) ¹⁴	331,443	307,707	311,904	245,996	348,199	318,045	333,750	229,272	341,491		Chapel Gallery data pending.		
ES 191 Residual household waste per household (Kg) ⁵	138.46	128.7 ⁶	121.00	125.32	126.71 ⁷	133.82 ⁸	127.18	127.81	131.67	125	Due to the time lag as a result of validation procedures, quarter outturn reports data validated during the quarter. Annual outturn will reflect the collections actually made (not validated) within 2017/18. Annual data therefore still pending. Performance Plan in progress, see Appendix C.		
NI 192 Percentage of household waste sent for reuse, recycling and composting ⁵	41.81%	42.05% ⁹	54.16%	51.41%	43.42% ¹⁰	38.57% ¹¹	47.38%	44.41%	37.23%	50.00%	Due to the time lag as a result of validation procedures, quarter outturn reports data validated during the quarter. Annual outturn will reflect the collections actually made (not validated) within 2017/18. Annual data therefore still pending. Performance Plan in progress, see Appendix C.		
NI 195a Improved street and environmental cleanliness (levels of litter, detritus, graffiti and fly posting): Litter	2.00%	N/A	1.33%	1.11%	0.00% ¹²	N/A	1.22%	0.33%	0.67%	1.61%	Annual performance of 0.76% exceeded annual target of 1.61%.		

NI 195b Improved street and environmental cleanliness (levels of litter, detritus, graffiti and fly posting): Detritus	5.47%	N/A	3.24%	2.96%	2.05% ¹²	N/A	3.13%	3.86%	6.17%	5.00%	Annual performance of 4.37% exceeded annual target of 5.00%. Performance plan not provided as annual outturn within target.		
WL01 No. residual bins missed per 100,000 collections	97.41	73.06	75.87	78.68	79.62	91.48	93.36	74.31	116.77	80.00	Annual performance of 93.98 did not achieve target of 80. Performance Plan in progress, see Appendix C.		

PI Code & Short Name	Q4 2015/16	Q1 2016/17	Q2 2016/17	Q3 2016/17	Q4 2016/17	Q1 2017/18	Q2 2017/18	Q3 2017/18	Q4 2017/18	Current Target	Comments	Q4 17/18 vs Q4 16/17	Quarter Performance
	Value	Value	Value	Value	Value	Value	Value	Value	Value				
WL06 Average time taken to remove fly tips (days)	1.08	1.03	1.05	1.03	1.03	1.03	1.03	1.05	1.07	1.09	Annual performance of 1.04 exceeded annual target of 1.09.		
WL122 % Vehicle Operator Licence Inspections Carried Out within 6 Weeks	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	Annual performance of 100% met annual target of 100%		

Managed through LCC/BTLS contract. Contractual targets are annual. Quarter targets are provided as a gauge for performance only. ICT data and RBS data reflect progress to year end. ICT 4 Q4 2016/17 data previously reported as 100% (which was December 2016 performance) rather than year to date 99%

² WL19bii: Data does not include BTLS seconded staff. Data for Q2 2017/18 was only for the period 01.07 – 15.09.17; Q3 data from 13.10.17.

³ WL108: new telephony platform issues impacted. Data entered for Q3 17/18 refers to 01.10.17–12.12.17. Data from 13.12.17 when new telephony platform installed was 106s.

⁴ WL_121: Data does not include BTLS seconded staff. From 2016/17, quarter data shows a rolling 12 month outturn against the annual target rather than 'within quarter' performance. Outturns of previous quarters re-stated to show this.

⁵ NI191-192: Data is provided to WLBC with a time lag due to time involved to confirm final figures. The quarter data provided therefore reflects an outturn verified within the quarter rather than an outturn produced within the quarter. Data shown has been re-stated to reflect this change.

⁶ NI191: Data restated from the originally published 131.82; ⁷ Data restated from the originally published 121.6. NB these outturns and time periods have been adjusted from those originally published in line with the revised reporting arrangements. ⁸Data restated from originally published 130.26

⁹ NI192: Data restated from originally published 40.61; ¹⁰ Data restated from originally published 44.43. NB these outturns and time periods have now been adjusted from those originally published in line with the revised reporting arrangements. ¹¹ Data restated from originally published 40.93

¹² NI195a - previously reported as 0.65%; NI195b - previously reported as 2.19%

¹³ WL06: Data restated from originally published Q1 1.07, Q2 1.01 2016/17.

¹⁴ WL18 - Chapel Gallery data forms part of this PI and is now managed through the Development & Regeneration Service.

Following the annual review of PIs, the following changes to QPIs were approved by Cabinet in March 2017 for 2017/18: *B2: Overpayment Recovery of Housing Benefit overpayments (payments received)* – annual target changed from £170K to £195K. Quarter profile changed to reflect this; *NI191: Residual household waste per household* and *NI192: Percentage of household waste sent for reuse, recycling and composting* - Quarter reporting period amended. There is a significant lag in reporting data for each quarter due to the external reporting and validating process. This has frequently meant that there is no quarterly data reportable for these PIs within the relevant quarter report. To allow quarterly figures to be monitored, data validated during the period being monitored will now be reported, and this will refer to outturn of the previous quarter; *TS1: Rent Collected as a % of rent owed (excluding arrears b/f)* - target changed from 97% to 99%; *TS24a: Average time taken to re-let local authority housing (General Needs)* and *TS24b: Average time taken to re-let local authority housing (Supported Needs)*. These PIs have been replaced by *TS11: % of rent loss through dwellings being vacant*, which identifies how much money is being lost through delays in turnaround of properties for letting; *WL108: Average answered waiting time for callers to the contact centre* - target decreased from 50 to 60 seconds to reflect end of year outturn. Since this PI was introduced the contact centre service has developed to provide greatly increased call resolution at first point of contact which has resulted in call duration being longer. Whilst maintaining an efficient contact centre remains integral to our customer service, the resourcing of this needs to be balanced with the promotion of other access routes for services via the Council's Digital Preference initiative and the drive for channel shift. To support this approach, the annual target will therefore reflect annual outturn. 'NI' and 'BV' coding retained for consistency/comparison although national reporting no longer applies.

PERFORMANCE PLAN	
Indicator	WL121 Working Days Lost Due to Sickness Absence
Reasons for not meeting target	
<p>The Council's target for 2017/2018 is to achieve (not more than) 8.08 working days lost per employee, measured on a rolling 12-month basis. For Quarter 4 the outturn position was 8.28 days. This is the culmination of what has been a slow increase in sickness absence over the last 3 quarters.</p> <p>To help to ensure that sickness absence is being managed effectively the HR Team will now liaise more closely with the relevant line managers to monitor and support them in undertaking timely Stage 1 or Stage 2 interviews, as appropriate. Heads of Service will also be updated by HR on ongoing case management issues.</p> <p>The HR Team will also provide training on attendance management to DMTs, as requested.</p> <p>In relation to Long Term Sickness Absence, the HR Officers will discuss with Line Managers the actions being taken in regard to each of these cases to ensure appropriate measures are being taken.</p>	
Additional commentary	
<ul style="list-style-type: none"> • Heads of Service will continue to closely monitor sickness levels within their respective service areas and take appropriate action as necessary in line with the Sickness Absence Policy. • The Council will continue to focus on providing detailed management information to assist managers in identifying all short-term cases of sickness absence, which have exceeded the agreed 'trigger' levels, together with all on-going long-term cases of sickness absence. • The HR team will continue to meet with individual Line Managers and Heads of Service, where appropriate, to provide advice and support to ensure managers have the skills and confidence to address absence issues appropriately. • The Council will continue to work closely with the Occupational Health provider (Wellbeing Partners). • Consider redistribution of a leaflet/communication to all staff which further publicises the requirements of the Management of Sickness Absence Policy. • An e-learning system has a course to support managers to provide more effective training on sickness management. 	
Resource Implications	
Timely interventions by Managers and pro-active, practical support from the HR Team, together with Wellbeing Partners will help to maximise attendance levels.	
Priority	
High	
Future Targets	
Continue with existing target.	
Action Plan	
Tasks to be undertaken	Completion Date
See actions (above)	Ongoing

PERFORMANCE PLAN	
Indicator	HS13% LA properties with Landlord Gas Safety Record outstanding
Reason(s) for not meeting target	
<p>The spike in numbers seen in Q4 was a temporary effect from adopting smarter ways of working through the transfer of servicing data from spreadsheet onto our core housing system, QL, combined with technical difficulties updating progress with our contractor. Although the change caused a temporary lack of visibility, which compromised our ability to intervene effectively, the long term outcomes are improved procedures and monitoring.</p>	
Additional Commentary	
<p>The underperformance represents 27 gas services at the end of March, however as of 25th April this is down to 1.</p> <p>All technical issues mentioned above are now resolved and a positive outcome from the additional focus on gas servicing has given better insight into our main gas servicing challenge - getting access to the property. New proactive procedures are currently being finalised to support the policy and further improvements to the process will be embedded to achieve 0% certificates outstanding. Work to date has included:</p> <ul style="list-style-type: none"> • Provide full detailed programme data to Gas Servicing Contractor, including individual expiry dates for gas services relating to each property. • Establish detailed performance monitoring data to share across all teams. • Organise fortnightly Gas Servicing Monitoring meetings to enable early indication and prompt resolution of any issues • Take more prompt action on properties where abandonment is suspected. <p>Tasks will impact from April 2018 and onwards.</p>	
Proposed Actions	
<ul style="list-style-type: none"> • Improve communications to tenants • Improve information to take account of previous issues with access when planning works for servicing engineers and consider amendments to the allocation of areas to the servicing programme to allow a more even spread of work during the year. 	
Resource Implications	
<p>Operative time spent visiting addresses with Gas Servicing outstanding to be paid in addition to contractual servicing costs.</p> <p>Additional staff time serving notices and contacting tenants who have been unavailable for their annual gas service.</p>	
Priority	
High	
Future Targets	
2018/19 Target remains 0%	
Action Plan	
Tasks to be undertaken	Completion Date
Improve communications to tenants	June 2018
Improve information to take account of previous issues with access when planning works for servicing engineers and consider amendments to the allocation of areas to the servicing programme to allow a more even spread of work during the year.	June 2018

ACTIONS FROM PREVIOUS PERFORMANCE PLANS

APPENDIX C

Indicator	Task created following Q	Tasks to be undertaken	Completion Date	Progress	Comment/Impact
R1 % of Council Tax collected / R3 % of Non-domestic Rates Collected Page 58	Q2 17/18	Implementation of new Management Information Software to assist identification of areas for focus – Go Live in November	November 2018	Complete	Q4 outturn/annual outturn for NNDR was on target.
		Increased monitoring and review of high value recovery cases to target non payers	Ongoing		Q4 outturn for Council Tax narrowly missed target by 0.6%.
		Liaising closely with Valuation Office to ensure accurate Rating Lists maintained	Ongoing		Annual outturn equates to a shortfall of approximately £350k against a total annual liability of £59m. Direct impact of this to WLBC is 13% (£45k). Above target performance in other collection areas means that the overall net position for income collection through the BTLS Revenues Service for WLBC was circa £700k above target.
		Appointment of specialist Revenues Agency worker to assist in maximising collection process		Complete	
WL108 Average answered waiting time for callers to the contact centre & WL90 % of Contact Centre calls answered	Q1 17/18	Continue discussions with the project/ implementation team to plan subscriptions for year 2.	January 2018	Complete. Online subscriptions opened on 12 th March with telephone subscriptions opening on 5 th May 2018 to actively encourage residents to sign up online.	Outturn for WL90 was Amber and for WL108 Red for Q4. Performance in Q4 has been heavily impacted by an unprecedented level of calls relating to changes to bin collections and the new subscription period for 2018.
		Use data gathered from the initial subscriptions to target all current subscribers with information about year 2 and to actively encourage them to subscribe online.	March 2018	Complete. Targeted messages were sent to year 1 subscribers ahead of the online subscription opening on 12 th March 2018 to encourage them to re-subscribe online.	

NI 191 Residual household Waste per Household	Q1 17/18	Monthly performance monitoring	Ongoing	Underway.	Performance for Q4 was Red. It is difficult to influence waste presented by households. Regionally, Lancashire is expecting a 3% increase residual waste.
NI 192 Percentage of Household Waste sent for reuse, recycling and composting.	Q1 17/18	Publicity plan publicising/promoting the garden waste collection service	April 2018	Complete.	Performance for Q4 was Red. The publicity plan is now being rolled out with press advertisements, leaflets etc It is anticipated to have an impact at the start of the new subscription season - first quarter in 2018/19.
WLO1: Missed Bins per 100,000 Collections Page 59	Q1 17/18	Continue to monitor performance	Ongoing	Underway	These tasks were anticipated to show an impact on performance from October (Q3). Performance for Q3 was Green, however Q4 is Red. Action work is still underway.
		Review performance indicator	September 2018	A more precise number of properties/bins will be determined through the route optimisation project. Originally anticipated to conclude by March 2018, the results of the report will now be completed in the summer with a report to members in the autumn.	
		Review classification of missed bins	September 2018	Originally anticipated to conclude by March 2018.	

Performance plans often include actions which, by the time of publication, have already been completed and/or become part of the day to day ongoing operations of a service. The above table details those actions from Performance Plans in previous quarters that contained a future implementation date.



CABINET: 12 June 2018

Report of: Director of Housing and Inclusion

Relevant Portfolio Holder: Councillor J. Forshaw

Contact for further information: Mrs N. Bradley (Ext. 5296)
(Email: nicola.bradley@westlancs.gov.uk)

SUBJECT: DRAFT TENANCY AGREEMENT

Wards affected: Borough wide

1.0 PURPOSE OF THE REPORT

- 1.1 To consider and agree the Draft Tenancy Agreements subject to statutory consultation.
- 1.2 To reduce the number of Tenancy agreements from six to three.

2.0 RECOMMENDATIONS

- 2.1 That the Draft Tenancy Agreements attached at Appendix 1 & 3 of the report be approved for consultation.
 - 2.2 That the Director of Housing and Inclusion, in consultation with the relevant Portfolio Holder, be given delegated authority to make minor changes to the Draft Tenancy Agreements where appropriate following the public consultation.
-

3.0 BACKGROUND

- 3.1 The current Tenancy Agreement has been in operation since July 2013 when the Council introduced Flexible Tenancies.
- 3.2 There are currently a number of different Tenancy Agreements in use:
 - Introductory and Flexible Tenancy Agreement
 - Introductory and Flexible Tenancy Agreement for Minors & Deed of Trust

- Flexible Tenancy Agreement
- Introductory and Sheltered Secure Tenancy Agreement
- Sheltered Secure Tenancy Agreement
- Secure Tenancy Agreement

3.3 The reasons for updating the Tenancy Agreement are:

- to reduce the number of agreements
- to include additional clauses around compliance
- to improve the layout and presentation of the agreement.
- to reflect operational changes to services
- to reflect changes to contact details and job titles

3.4 The way that the different types of tenancy are awarded is detailed in the Councils Tenure Policy and will not change; in summary:

Type of Tenancy	Examples	Tenancy Length
Secure Tenancy	Existing secure tenants who transfer Sheltered Housing tenants	Lifetime
Flexible Tenancy	Tenants new to social housing or transferring from another landlord	5 years (or exceptionally 2 years)

3.5 Where a new tenant is not transferring from another social housing tenancy they will be given an Introductory Tenancy for the first 12 months.

4.0 SUMMARY OF MAIN CHANGES

4.1 A reduction in the number of Tenancy Agreements from six to two. The two agreements will be:

- Draft Introductory and/or Flexible Tenancy Agreement shown in Appendix 1
- Draft Introductory and/or Secure Tenancy Agreement shown in Appendix 3

4.2 This will simplify the tenancy sign up process and offer consistency for staff taking enforcement action. This will be achieved by combining sheltered tenancies with the general needs secure tenancies and combining the Introductory tenancies with the Full Flexible and Secure agreements.

4.3 Where a tenancy has the 12 month Introductory period, the tenancy will automatically convert to a Flexible or Secure Tenancy if there have been no breaches of tenancy, there is no requirement for the tenant to sign a new agreement. Introductory Tenancies make it easier and quicker for the Council to gain possession of the property if a tenant has breached the terms of their tenancy.

4.4 A deed of Trust for Minors will still be required for those tenants under 18.

4.5 Whilst the Tenancy Agreement document may have a very different look and feel it is important to note that we have not made any changes to the rights and responsibilities of our tenants.

- 4.6 Looking after your home section has been updated:
- to include a list of repairs which the council takes responsibility for.
 - to add to list of examples for permission to make alterations/improvements
 - to improve clarity regarding enforcement action for gas servicing and other compliance issues.
 - To include details of permission required for undertaking work eg installation of broadband in communal areas
- 4.7 Tenants Rights Section
- For clarity all rights have been brought together into one section.
 - Removed reasons for refusing mutual exchange as these are set down in law rather than tenancy conditions.
- 4.8 You & your neighbours section has been updated to
- Include reference to 'arrestable' criminal offence in paragraph 7.6.
- 4.9 Animals section
- Added reference to comply with Pet Policy as this is currently subject to approval.
- 4.10 Ending you flexible tenancy
- This section has been significantly reworded to make it easier to understand and remove lengthy legal explanations.
- 4.11 In general:
- References to Tenants Handbook have been removed
 - Removed reference to why tenants may not been given another property as this would be covered in Allocations Policy.

5.0 IMPLEMENTATION

- 5.1 Introducing a new Tenancy Agreement once approved will require a number of actions.
- 5.2 Following approval the new Tenancy Agreements would be subject to consultation with tenants.
- 5.3 A delegation is sought to deal with any minor changes, e.g. any rewording of the Tenancy Agreements to correct typographical errors or make the document easier to understand; it will not be used for any substantive alteration the tenants' rights or responsibilities.
- 5.4 A tenancy agreement can normally only be changed if both the tenant and the landlord agree. Therefore it is the intention to write to all tenants advising them of the main changes to the agreement and asking them to accept, if they do not respond by a given date the new tenancy agreement will automatically come into effect.

6.0 SUSTAINABILITY IMPLICATIONS

6.1 There are no significant sustainability impacts associated with this report and, in particular, no significant impact on crime and disorder.

7.0 FINANCIAL AND RESOURCE IMPLICATIONS

7.1 There are some financial/ resource implications arising from this report in respect of issuing tenancy with details of the new Tenancy Agreement and staffing resources will be required to administer change, however these will be met using existing resources.

8.0 RISK ASSESSMENT

8.1 The actions referred to in this report offer an opportunity to introduce a clearer more user friendly document. In addition reducing the number of agreements in make the Allocations and Tenancy Enforcement processes more efficient.

Background Documents

There are no background documents (as defined in Section 100D (5) of the Local Government Act 1972) to this Report.

Equality Impact Assessment

There is a direct impact on members of the public, employees, elected members and / or stakeholders, therefore an Equality Impact Assessment is required. A formal equality impact assessment is attached as an Appendix to this report, the results of which have been taken into account in the Recommendations contained within this report

Appendices

Appendix 1 - Draft Introductory and/or Flexible Tenancy Agreement
Appendix 2 - Existing Introductory and Flexible Tenancy Agreement
Appendix 3 - Draft Introductory and/or Secure Tenancy Agreement
Appendix 4 - Existing Weekly Introductory and Sheltered Secure Tenancy Agreement
Appendix 5 - Equality Impact Assessment
Appendix 6 - Minute of Landlord Services Committee (Cabinet Working Group) held on 6 June 2018 – to follow



Tenancy Agreement



INTRODUCTORY AND/OR FLEXIBLE TENANCY AGREEMENT

This Agreement is a:

A	INTRODUCTORY TENANCY WHICH MAY TRANSFER TO A FLEXIBLE SECURE TENANCY	
B	FLEXIBLE SECURE TENANCY ONLY	

This is an agreement for a tenancy in respect of the property at:

The name of the tenant(s) is/are:	Date of Birth	National Insurance Number
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1.		
2.		

The tenancy starts on [DATE] (“the start date”)

If this Agreement is for an Introductory and Flexible Secure Tenancy for the first 12 months (unless extended) this agreement is for an **INTRODUCTORY TENANCY**.

Your Introductory Tenancy is a trial period and if you successfully complete it, you may become a **FLEXIBLE SECURE TENANT**

In both cases A and B above the Flexible Secure Tenancy will last for 5 years and will end on[(“the expiry date”)

Your flexible secure tenancy will be for 5 years unless we write to inform you that it is for a fixed 2 year period. If we do this we will inform you at least a month before the end of your introductory period. Under s107B Housing Act 198 you will have the right to request a review of the length of the fixed term.

If the tenancy is to be for a fixed term of 2 years, we will, record this fact and the expiry date on our copy of this agreement as follows, before sending you a further copy advising you of:

Length of fixed term	
Expiry date of fixed term	
Housing officer's name	
Housing officer's signature	
Date	

Your weekly rent is broken down as follows:

Net Rent	£
Service Charge/s	£
Heating Charge	£
Furniture Charge	£
Other Charge/s	£
Total Weekly rent at start of agreement	£

Rent will be payable with effect from Monday [DATE]

If you are moving into furnished accommodation you will also be subject to additional provisions, which will be provided to you when you sign this agreement.

Contents

1. Introduction
2. Introductory Tenancy
3. Flexible Secure Tenancy
4. When Your Tenancy Ends
5. Rent
6. Looking after your home
7. You and your neighbours
8. Animals
9. Exchange/Succession/ Assignment/Right to Buy
10. Sub-letting
11. Changes to this agreement
12. General
13. Acceptance
14. Your Information
15. Contact Information

1. Introduction

- 1.1 This Tenancy Agreement is an important legal contract. It describes the rights and responsibilities of West Lancashire Borough Council and of you, the tenant. By signing this agreement you are agreeing to become our tenant and to abide by the terms of this Agreement.
- 1.2 If there is anything within this document that you do not understand please contact us, a solicitor or the Citizens Advice Bureau.
- 1.3 It is important that you understand that if you break any terms of this agreement then we may take you to Court, which could result in you losing your home.
- 1.4 You will be responsible for any breach of these tenancy conditions by member of your household, including lodgers and sub-tenants, and visitors to the property whether in the property or within the vicinity of the property.
- 1.5 Any legal notice to be given by the Council shall be in writing, and be considered sufficiently served if hand delivered or sent by post to your home. Notice may also be served personally.
- 1.6 Any notices served by you on the Council should be in writing and served on the Council at Elson House, 49 Westgate, Skelmersdale, Lancashire, WN8 8LP. This statement is required by sections 48 of the Landlord and Tenant Act 1987.
- 1.7 Unless specifically stated the information in this Agreement applies whether you have an Introductory Tenancy or a Flexible Secure Tenancy.
- 1.8 In some cases you have a legal 'right to repair'; you may be able to get compensation if certain repairs are not done on time.
- 1.9 You have the right to live in the property, we will not interfere with your quiet enjoyment of the property during the tenancy, so long as you comply with the terms of this tenancy agreement.

2. Introductory Tenancy

- 2.1 The following information applies during the period your tenancy operates as an Introductory Tenancy (if applicable).
- 2.2 Your introductory tenancy is a trial period. You must show us that you are responsible enough to keep your tenancy.
- 2.3 We can evict you during the introductory tenancy, including where you have broken any of the terms of this agreement or you have not shown us that you are responsible enough to keep your tenancy. You can be evicted much more quickly and easily than a secure tenant.

- 2.4 During the introductory tenancy, you have fewer rights than during the flexible secure tenancy, as indicated below in sections 9.1, 9.15 and 10.1.
- 2.5 During the introductory tenancy, you may end this tenancy by serving a notice in writing on us giving at least 4 weeks' notice ending on a Monday.

Ending your Introductory Tenancy

Your Rights

- 2.6 You may end this tenancy during the fixed term by serving a written notice on us giving at least 4 weeks' notice and specifying a date on which the tenancy will end (this must be a Monday).
- 2.7 We can decide not to accept your notice as ending your tenancy if you owe us any rent or have otherwise breached the terms of your tenancy.

Our Rights

- 2.8 During the introductory tenancy period, we cannot bring your tenancy to an end without obtaining a possession order from the court. An application to end your Introductory Tenancy will be made in accordance with the Housing Act 1996 (as amended). Please note that the Courts have very limited reasons for not granting our request for possession and as such it is important you do not break the terms of this Agreement.
- 2.9 the Council or anyone duly authorised by the Council may then at any time re-enter on the property or any part of it and this tenancy will then terminate, but without affecting any right or remedy the Council may have against you in respect of any breach of your responsibilities in this agreement.

Transferring from an Introductory Tenancy to a Flexible Secure Tenancy

- 2.10 We will review your tenancy around 3 months before it is due to end and decide whether or not to grant a further tenancy of the property. You will be informed of the outcome of this review.
- 2.11 If we decide not to grant a further tenancy, you will be entitled to request a review of that decision. You can obtain further information about the circumstances in which we will or will not grant a further tenancy, and about the review, from our Tenure Policy.
- 2.12 If no further tenancy of the property is to be granted, we will ask a court for an order for possession of the property on or after the expiry date. Provided certain conditions are fulfilled, the court will be required to make an order for possession.

3. Flexible Secure Tenancy

- 3.1 The provisions contained in Section 3 apply when you have either been issued with a Flexible Secure Tenancy straight away or after you have subsequently converted from an Introductory Tenancy to a Flexible Secure Tenancy.

Ending your Flexible Secure Tenancy

Your Rights

- 3.2 You may end this tenancy during the fixed term by serving a written notice on us giving at least 4 weeks' notice and specifying a date on which the tenancy will end (this must be a Monday).
- 3.3 We can decide not to accept your notice as ending your tenancy if you owe us any rent or have otherwise breached the terms of your tenancy.

Our Rights

- 3.4 During the fixed term of this flexible tenancy, we cannot bring your tenancy to an end without obtaining a possession order from the court. We can rely on any of the grounds for possession as set out in the Housing Act 1985.
- 3.5 If at any time before the your flexible tenancy is due to end
- (a) the rent or any part of it is unpaid for 21 days after becoming payable (whether formally demanded or not),
 - (b) you fail to perform or observe any of your responsibilities in this agreement and/or,
 - (c) there may arise statutory grounds under schedule 2 of the Housing Act 1985 or subsequent legislation on which a court may make an order for possession.
- 3.6 The Council or anyone duly authorised by the Council may then at any time re-enter on the property or any part of it and this tenancy will then terminate, but without affecting any right or remedy the Council may have against you in respect of any breach of your responsibilities in this agreement.

4. When your tenancy ends

4.1 For clarification, Section 4 applies to both Introductory Tenancies and Flexible Secure Tenancies

Your responsibilities

- 4.2 You must return your keys to us by noon on the day your tenancy ends. . If you do not give notice properly and/or do not return the keys, we will be entitled to continue to charge you for the property.
- 4.3 You must leave the property, the fixtures and any furnishings we have provided in good condition when you go. This includes any improvements or alterations that you have made with our permission. Do not leave any of your belongings behind; if you do, we will dispose of them (however small) and charge you for doing so. This includes any bags of rubbish you leave behind.
- 4.4 You must pay for repair or replacement if damage has been caused deliberately or by your own neglect. You will not have to pay for normal wear and tear. If you have made improvements or alterations without our written consent and you have not returned the home to the way it was before, we may do so and charge you for this. Prior to any transfer to another Council property, we will inspect and advise you in writing as to the extent of any repair or replacement you must do before you are allowed to move.
- 4.5 You must not leave anybody else living in your home when you move out. If you do you may be liable for rent until we get possession and you will not be able to claim housing benefit or similar assistance with the rent for this period.

5. Rent

- 5.1 It is a condition of this Agreement that you pay your rent on time.
- 5.2 Your rent and charges are due in advance on Monday of each week and you must pay them on time. If you wish to pay your rent over longer periods – for example, monthly - then you must pay your rent monthly in advance. There are occasional "non - collection" weeks where no rent is due. Where there is rent owing - called "arrears" – you are required to continue to make payments during the "non-collection weeks to reduce the debt.
- 5.3 If you do not pay your rent, we can commence court proceedings to seek to obtain possession of the property.
- 5.4 If you have any difficulty paying your rent, you should contact your Income Management Officer immediately. We will be able to offer you specialist

money advice, which is confidential and will take into account all the debts you have and not just those you have with the Council. You may also, depending on your circumstances, be able to claim benefit to cover your rent.

- 5.5 The amount of rent you pay depends on the type of property you live in. If there are any special charges for the property, you will find full details above.
- 5.6 Joint tenants are reminded that they are each responsible for making sure that the rent is paid in full. As regards rent this means that we can recover from any of the persons named in this agreement the rent and all the arrears owing for the property arising from the date of this agreement until the time this tenancy is properly ended.
- 5.7 The rent may be increased or decreased from time to time. We will give you notice in writing before any rent change.

6. Looking after your home

Our Responsibilities

- 6.1 We must keep the structure and exterior of your home in repair, and keep installations for the supply of utilities and sanitation and for heating in proper working order. This obligation arises under s11 Landlord and Tenant Act 1985 (or succeeding legislation) and the description of it here does not enlarge what we are required to do. We will repair:

- Window frames, external doors, drains, gutters, outside pipes.
- Kitchen and bathroom fixtures – basins, sinks, toilets, baths.
- Electrical wiring and gas and water pipes.
- Heating equipment and water-heating equipment.

If you live in a block of flats, we must repair any communal areas around your home such as stairs, lifts, landings, lighting and entrance halls, though only if the enjoyment of your home or such areas is affected.

- 6.2 We will not carry out works or repairs for which you are liable yourself following a breach of your obligations under this agreement. In particular, we are not liable to carry out works or repairs which have become necessary due to neglect, wilful damage, breach of tenancy or forced entry by the Police or other emergency services.

- 6.3 Once you have reported to us a defect which we are liable to repair, we will tell you as soon as possible when the repair work is to be completed and we will do such work within a reasonable period of time.
- 6.4 If we make your property untidy when we do a repair, we will tidy up once the repair is complete.
- 6.5 The Council is responsible for the following repairs:
- Outside the home (e.g. Structure, roof, window frames, external doors);
 - Water services (e.g. Tanks, cylinders, piping, taps and fittings (not including re-washing), Re-washing of stopcocks and ball valves, Sanitary installation, Basin, sink and bath (and shower if provided by the Council), Toilet pan and cistern, Communal soil and waste pipes in flats);
 - Electrical installation (e.g. Fuse box/consumer unit and wiring, Switches, lighting and power points, Appliances provided by the Council (unless listed in the tenants' responsibilities));
 - Gas installations (e.g. Piping and outlets from the gas meter to the appliance points; Appliances provided by the council (unless listed in the tenants' responsibilities));
 - Electric, gas or solid fuel heating system (All equipment (unless listed in the tenants' responsibilities));
 - External decoration (External decoration is carried out by the Council as part of a programme, not on request by tenants);
 - Miscellaneous internal items (e.g. Kitchen units unless provided by the tenant (this excludes worktops, doors and drawers));
 - Miscellaneous external items (e.g. UPVC doors, windows and fittings, All guttering and rainwater pipes, Clothes posts or rotary dryers in communal area, Fences and hedges which are on a boundary between Council land and a public right of way).
- 6.6 If the repair is required as a result of damage, misuse or neglect by you or a member of your household, or as a result of forced entry by the Police or other emergency services, then the Council will either refuse to carry out the repair, or will carry out the repair and recharge you.

Your responsibilities

- 6.7 You must report any faults or damage to the property that we have a duty to repair no later than the first working day after discovery of the fault or damage. We have an out of hours repair service in the event of an emergency – please check our website for details.
- 6.8 You must not without our written permission make structural or other alterations, including any improvements, to the property.

Examples are:

- Removing internal walls and doors
- Putting up a garage or Carport
- Laminate Flooring
- Greenhouse, shed or fence
- Off road parking
- Solar Panels
- Kitchens, bathrooms and showers
- Alterations or additions to the existing electrical system
- Alterations or additions to the existing gas supply, boiler, flues or any gas fired appliance supplied and maintained by the Council
- Alterations or additions to the existing mains water supply.

If you make an improvement or alteration to the property without written permission we may:

- Tell you to return it to the way it was before. If you don't, the Council may do the work and you will be required to pay for the work.
- Seek possession of the property.
- Refuse to agree to your exchanging the property with another tenant.
- Refuse to agree to your transferring to another property.
- Increase the price of the property on any purchase by you.

- 6.9 You should note that we will not be responsible for replacing or repairing any laminate flooring installed by you whether or not this was done with the council's permission in the event the Council are required to repair or replace pipes or cables within the property.
- 6.10 You must keep the property in good condition, and free from vermin, and use it and the fixtures and fittings responsibly. This includes not tampering with gas or electricity meters.
- 6.11 You must allow access to our contractors to carry out annual Gas Servicing. Inspections will take place at least once in any rolling 12 month period. An appointment date will be sent to the property in advance and you will be given the opportunity to rearrange the appointment, if necessary. If you refuse access to your home to complete gas servicing on three occasions, you will be in breach of your tenancy agreement and we may take legal action to gain access and/or possession of your home. If successful, we will claim any legal costs incurred directly from you.

- 6.12 You must also allow access to our staff or contractors to carry out any other works or inspections related to our health & safety responsibilities, including but not limited to electrical testing and asbestos surveys. If you refuse access to your home to complete this work on three occasions, you will be in breach of your tenancy agreement. We can and will take legal action to gain access and/or possession of your home. If successful, we will claim any legal costs directly from you.
- 6.13 You must keep your garden clean and tidy, for example, by cutting the lawn and trimming the hedges. You must not use the gardens for the storage of rubbish, scrap or other unsightly objects. If the garden is overgrown and there is no good reason, why you can't do it you will be in breach of your tenancy and we may take further action against you. We might be able to help you if you are elderly or disabled. Contact us for more information.
- 6.14 You are responsible for decorating inside your home. If you are elderly or disabled, a voluntary organisation may be able to help you, depending on where you live. Contact us for more information.
- 6.15 You must repair or replace parts of the property and/or fixtures where damage has been caused deliberately (smashed windows or broken doors for example), or by neglect (not reporting a leaking pipe for example). This includes damage by your family (including children) and other people. If you do not do so, we may do any necessary works and charge you for the work. In certain circumstances where damage has been caused through acts of vandalism by people unknown to you, we may undertake a repair if you have reported the incident to the police and have been given a crime reference number.
- 6.16 You are responsible for doing small repairs, such as replacing basin plugs and chains or internal fittings such as curtain and coat hooks. You are also responsible for security to your home, including replacement of lost keys or the fitting of additional locks. If you are over the age of 60 or disabled, we may, in certain circumstances, do some small repairs for you.
- 6.17 You are responsible for repairing and maintaining your own equipment such as cookers or washing machines.
- 6.18 You must allow Council workers and people sent by us into the property to inspect and carry out repair and improvements. Never let anyone in without seeing some official identification. If you do not let us in, you could be putting yourselves and your neighbours at risk. If you do not let us in, we can take legal action to enter your home and you may have to pay the costs. In a property with a communal area, you must keep that area in a clean and tidy condition and free from obstruction.
- 6.19 You must not keep mopeds, mobility scooters or motorbikes inside any part of your home or in communal areas (such as entrance halls, stairs, landings,

drying areas and storage cupboards) due to fire safety concerns. In exceptional circumstances we may allow mobility scooters inside your home but you must obtain our written permission to do so in advance. Mopeds, motorbikes, cars and other vehicles must be kept in designated parking areas only.

- 6.20 If your property has the use of a communal garden, you must ensure that you do not store or dispose of any household items or refuse in this area.
- 6.21 You must not interfere with security and safety equipment in communal blocks. Where a door entry system is fitted, doors should not be jammed open and strangers should not be let in without identification.
- 6.22 You must not appoint any contractors to undertake any works for example installation of broadband services within the communal area e.g. communal landings and staircases without first obtaining the necessary permission and permits required. Where you do so you will be liable for the cost of any reinstatement works required to ensure the Council meets its obligations under the Fire Safety Order 2005 and Control of Asbestos Regulations 2012.
- 6.23 Where your home is served by a communal aerial, you must not, without the written permission of the Council, erect a satellite dish, radio aerial or TV aerial.
- 6.24 You must not erect an external CB aerial or other such receiving or transmitting equipment without our written consent.
- 6.25 You are responsible for repairing and maintaining the TV aerial to your home.

7. You and your neighbours

- 7.1 Everyone has the right to live their life in the way in which they want, as long as this does not cause distress to their neighbours. We want all residents to have a good relationship with each other, but we recognise that problems will arise.
- 7.2 We ask that all tenants are considerate towards their neighbours and tolerate the different lifestyles of others. Whilst we are unable to deal with complaints about neighbours occasionally arguing or slamming doors we will treat any reports of people harassing or causing persistent nuisance, annoyance or disturbance to their neighbours very seriously and will take action through the courts, including evicting you from your home, to prevent this happening.

Your responsibilities

- 7.3 You are responsible for the behaviour of every person (including children) living in or visiting your home. You are responsible for them in your home, on surrounding land, in communal areas (stairs, lifts, landings, entrance halls, paving, shared gardens, parking areas) and in the locality around your home.
- 7.4 You and they must not cause a nuisance, annoyance or disturbance to any other person. Examples include, but are not limited to:
- Loud music, persistent dog barking and fouling, offensive drunkenness, rubbish dumping, playing ball games close to someone else's home.
- 7.5 You and they must not harass any other person including Council workers and any person sent by the Council. Examples of harassment include, but are not limited to:
- Racist behaviour or language, using or threatening to use violence, using abusive or insulting words or behaviour, damaging or threatening to damage another person's home or possessions, writing threatening abusive or insulting graffiti, or any course of conduct which alarms or causes distress to other people.
- 7.6 You and they must not use your home or any communal area for illegal activity such as selling, producing, cultivating, storing or using drugs, the sale and/or storage of stolen property, the sale or storage of unlicensed firearms or any dangerous or immoral activities or have been convicted of an arrestable criminal offence within the local area.
- 7.7 You and they must not behave in a way, which has or will cause or is likely to have caused a nuisance, annoyance or disturbance.
- 7.8 You and they must not damage, deface or put graffiti on Council property. You will have to pay for the cost of putting right any such damage and we may also seek possession of the property.
- 7.9 You and they must not interfere with security and safety equipment in communal blocks, doors should not be jammed open and strangers must not be let in without identification. You should not let anyone else tamper with your electricity or gas meter.
- 7.10 You and they must co-operate with Council workers or other people sent by the Council in dealing with any aspects of your tenancy and this agreement.
- 7.11 You and they must not cause or threaten violence, harass, or use mental, emotional, financial or sexual abuse which would cause anyone who lives with you to leave or want to leave the home.
- 7.12 If your property has the use of a communal garden you must ensure you do not store or dispose of any household items or refuse in this area.

- 7.13 You must not run a business from your home without our agreement in writing and planning permission (if required). In particular, you must not repair vehicles that belong to anyone not living in your home without our written permission and, in any case, the carrying out of such repairs must not cause a nuisance or annoyance to your neighbours.
- 7.14 You and they must not park a vehicle on your property except on the 'hard-standing' (a driveway or paved area constructed and intended for parking). You must not park or position a caravan, motor home, boat or trailer anywhere within the boundaries of your home, on a communal area or on any communal parking areas without our agreement in writing. This only applies to areas of land owned by the Council, we will advise you as to which land the Council owns. You and your visitors must not park anywhere that would obstruct emergency services.
- 7.15 You must not construct a hardstanding, without the Council's written permission.
- 7.16 You must not do major car repairs or park an illegal or un-roadworthy vehicle on the driveway or garden of your home, on the land around your home or on the road outside.
- 7.17 You must not keep or use paraffin or any other dangerous material in your home or in communal areas. In certain circumstances, you may with our written permission keep and use bottled gas, please check with us..

Council's Responsibilities

- 7.18 We shall give you help and advice if you report nuisance or harassment. We will look into your complaints and we will inform you in writing of what action we will take.

8. Animals

- 8.1 You must not keep any animal that we decide is unsuitable for your home. You must comply with the councils Pet Policy which outlines the restrictions on pet ownership in different types of property. If you are in any doubt at all, ask us.
- 8.2 Your pet or pets must be kept under control and must not cause nuisance, annoyance or disturbance to any other person. In particular, dogs must not be allowed to continually bark or howl or to roam without proper supervision, and you must ensure that you hygienically dispose of any fouling by your animal in the vicinity or neighbourhood of your home.

- 8.3 You must co-operate with us, and your neighbours to keep any communal areas clean, tidy and clear of obstruction.
- 8.4 You must not use your home for the commercial breeding of animals.

9. Exchange/Succession/ Assignment/Right to Buy

Your right to exchange properties with another tenant

- 9.1 You have the right, during the flexible secure tenancy but not during the introductory tenancy, to swap your home with another tenant of this Council, any other Council or some other social landlords such as housing associations. You must apply for written permission from us before exchanging. There are certain condition which must be met before permission is granted. Please ask your us for more details. Information can also be found on the Council's website.
- 9.2 If an exchange takes place without our written agreement, we may take legal action to recover possession. In some instances you may not be allowed to return to your original home and may not be offered alternative housing.
- 9.3 If you or your predecessor, who is a member of your family and lives in your home, either gave or received money in connection with an exchange of tenancy we may seek to recover possession of your home.

Restrictions to exchanges

- 9.4 There are certain circumstances where permission may be refused to undertake an exchange or transfer, for example but not limited to:
 - 1. You must not owe any rent or be in breach of any of the terms of this agreement
 - 2. Where one of the homes would be over-crowded
 - 3. Legal action is being taken to get possession of any of the homes involved
 - 4. The exchange would mean that a homes adapted for elderly or disabled people or people requiring special facilities e.g. sheltered housing for the elderly would have no one living there who needed the adaption and/or facility provided.
 - 5. One of the homes would be obviously too large or too small for the new tenants

- 9.5 If you have made improvements or alterations without our written agreement, you must return the home to the way it was before unless we give written permission is given to the contrary.
- 9.6 Any improvements or alterations approved by us must be left in the property if an exchange or transfer is completed.

Your right to pass on your tenancy following death

- 9.7 If you are a joint tenant, on your death any surviving tenant will keep the tenancy.
- 9.8 If you are a sole tenant and you die your tenancy during the introductory period your tenancy can pass to your husband, wife or civil partner provided they are living with you at the time of your death, or another family member who has resided with you throughout the previous 12 months, but your spouse or civil partner receive preference.
- 9.9 If you are a sole tenant and you die during the flexible period, your tenancy can pass to your husband, wife or civil partner only, provided they are living with you at the time of your death.
- 9.10 The above examples are called succession but it can only happen once, so if you succeeded to the tenancy then the tenancy cannot be passed on again.
- 9.11 The person who takes over your tenancy on succession becomes an introductory or flexible secure tenant (as appropriate), which means they keep their home under the terms of this agreement.

Your right to assign your tenancy to someone whilst you are alive

- 9.12 You can also gift your tenancy to someone whilst you are alive this is called assignment, but you can only assign your tenancy to someone who would be eligible to succeed to your tenancy if you died. You will need to obtain our written agreement.

Your right to buy

- 9.13 You have the right, during the flexible secure tenancy but not during the introductory tenancy. There are some exclusions to this right. Ask us for further information.

10. Sub-letting

Your right to take in lodgers & sublet part of your home

- 10.1 You may take in lodgers during the flexible secure tenancy, but not during the introductory tenancy. A lodger is someone who lives in your home but doesn't have exclusive right to any one part of it. If you receive housing benefit or similar assistance with your rent, you must tell the Housing Benefit Section or the DWP straight away.
- 10.2 You may sub-let part of your home during the flexible secure tenancy, but not during the introductory tenancy and you must get our agreement in writing first. Sub-letting means that someone pays rent to have exclusive right to part of your home. You can't sub-let the whole of your property. If you receive housing benefit or similar assistance with your rent, you must tell the Housing Benefit Section or the DWP straight away.
- 10.3 You are responsible for the behaviour of every person living in or visiting your home, this will include any lodgers or those subletting from you.

11. Changes to this agreement

Your right to be consulted

- 11.1 You have the right to be consulted and fully informed about any change to your Tenancy Agreement and Conditions, and any other changes to the way we manage our housing service if it is likely to substantially affect your tenancy.
- 11.2 We will ask your views about any proposals to change the tenancy agreement. We may change the terms of the tenancy by serving a notice of variation on you.
- 11.3 We must ask your views about any proposals that substantially affect you in respect of housing management. An example would be if we were to undertake a modernisation programme to your home.
- 11.4 Although we do not have to consult you about increases or decreases to the rent or any service charges, we will tell you in writing at least four weeks before any rent change, or one week before any change to the service charge.

12. General

Your responsibilities

- 12.1 You must use your Council property as your only or main home.
- 12.2 You must tell us if you will be away from home for more than six weeks.
- 12.3 You must not overcrowd your home.

- 12.4 You must co-operate with Council workers and other people sent by the Council in dealing with any aspects of your tenancy and this agreement.

13. Signature of acceptance

I (or we) understand, agree and accept the conditions of this tenancy agreement and I (or we) confirm that the information given in the housing application form and any information given to obtain this tenancy was and still is true. You risk losing your home if you, or someone acting at your instigation, have knowingly or recklessly given false information which has resulted in us giving you the tenancy.

1.....

2.....

Signed on behalf of West Lancashire Borough Council

.....

Date.....

14. Your Information

How we handle your data:

We will use the information you have provided to manage your tenancy and to provide you with housing services such as managing your rent account and carrying out repairs and improvements to your home. If you do not provide the required information, we are unable to enter into a tenancy agreement with you.

We will share some information with others providing services on our behalf, such as maintenance contractors, plus other council and government departments. Where required by law or to enable us to manage your tenancy we may also share your information with other parties such as police, probation service, social, health and welfare providers and utility companies.

For further information as to how we handle your data, please see XXXX. Hard copies are available on request. If you would like to discuss this notice or how we will use your personal data, you can contact XXXX on NUMBER or at EMAIL ADDRESS.

National Fraud Initiative (NFI)

This authority is under a duty to protect the public funds it administers, and to this end may use the information you have provided for the prevention and detection of fraud. It may also share this information with other bodies responsible for auditing or administering public funds for these purposes.

For further information, see www.westlancs.gov.uk/nfi

If there is anything you don't understand in this Tenancy Agreement, please ask us. You can also get help from a Citizens Advice Bureau, law centre or a solicitor.

12. Contact Information

We can provide this information on audiotape, CD, large print, Braille, and in other languages as appropriate on request. Visit our website www.westlancs.gov.uk/access

Wszystkie te informacje możemy przekazać na życzenie w formie audio, na płycie CD, w wersji zapisanej dużym drukiem lub alfabetem Braille'a, bądź też przetłumaczonej na wymagany język. Zapraszamy na stronę www.westlancs.gov.uk/access

Podemos prestar esta informação em gravação áudio, em CD, em letra grande, em Braille e noutras línguas, conforme apropriado e a pedido. Visite o nosso Website www.westlancs.gov.uk/access

12. Definitions

We, Us, Our	West Lancashire Borough Council
You	The tenant, joint tenants
	Refers to any building or area which you are entitled or permitted to use in connection with the property in common with tenants or occupiers of other properties. This includes for example any shared driveway.
The property	this includes any gardens, yards, fences, walls or outbuildings)
Working day	Any day the Council buildings are open to the general public.

The secure flexible tenancy expires on and is accordingly for a “fixed term” of 5 years, unless no less than one month before the tenancy ceases to be an introductory tenancy we have notified you in writing that the tenancy is for a fixed term of 2 years expiring on the date and for the reasons set out in that notice.

If you have been accordingly notified that the tenancy is for a fixed term of 2 years, we agree to extend until the end of 21 days from when you receive the notice the time within which you may request a review of the length of the fixed term (under s107B Housing Act 1985).

If the tenancy is accordingly for a fixed term of 2 years, your housing officer will, as soon as possible after the start of the fixed term, record this fact and the expiry date on our copy of this agreement as follows, before sending you a further copy:

Length of fixed term
Expiry date of fixed term
Housing officer’s name
Housing officer’s signature
Date

The total weekly rent at the start of this agreement is
(Please read Section 2 for details).

Rent will be payable with effect from Monday

Your weekly rent is broken down as follows:

- Net Rent £
- Service Charge/s £
- Heating Charge £
- Furniture Charge £
- Other Charge/s £

If you are moving into furnished accommodation you will also be subject to additional provisions, which will be provided to you when you sign this agreement.

General Information

Housing Officer -

Telephone number

Email Address

Rent Officer

Telephone number

Repairs Telephone number 01695 577177

Date

About this agreement

- 1.1 This is a legal contract. It describes the rights and responsibilities of West Lancashire Borough Council and of you, the tenant. References below to “we” or “us” refer to the Council; references to “you” include, where there is more than one person as the tenant, references to both or each of those persons. By signing this agreement you are agreeing to become our tenant.
- 1.2 The Council will not interfere with your quiet enjoyment of the property during the tenancy, subject to the terms of this tenancy agreement. If you do not keep to the terms of this tenancy agreement, the Council may take action against you including action to bring the tenancy to an end before the expiry date as explained below.

Introductory tenancy

- 1.3 Your introductory tenancy is a trial period. You must show us that you are responsible enough to keep your tenancy.
- 1.4 We can evict you during the introductory tenancy, including where you have broken any of the terms of this agreement or you have not shown us that you are responsible enough to keep your tenancy. You can be evicted much more quickly and easily than a secure tenant.
- 1.5 During the introductory tenancy, you have fewer rights than during the secure flexible tenancy, as indicated below in sections 6.1, 6.2, 7.3, 7.4 and 10.1.
- 1.6 During the introductory tenancy, you may end this tenancy by serving a notice in writing on us giving at least 4 weeks’ notice ending on a Monday. The easiest and most reliable way to do this is to use a form you can obtain from your Housing Officer. You must also return your keys to a Customer Service Point by noon on that day. These are based at The Concourse, Skelmersdale or at 52 Derby Street, Ormskirk. If you do not give notice properly and/or do not return the keys, we will be entitled to continue to charge you for the property.

End of the fixed term

- 1.7 Before the expiry date, provided the tenancy remains a secure tenancy, we will review your tenancy and decide whether or not to grant a further tenancy of the property. We will inform you of the outcome of that review.
- 1.8 If we decide not to grant a further tenancy, you will be entitled to request a review of that decision as notified at the time.
- 1.9 You can obtain further information about the circumstances in which we will or will not grant a further tenancy, and about the review, from your Housing Officer and from our Tenure Policy.

- 1.10 If no further tenancy of the property is to be granted, we will ask a court for an order for possession of the property on or after the expiry date. Provided certain conditions are fulfilled, the court will be required to make an order for possession. Any secure tenancy in existence will then be brought to an end by the execution of the order.

Your right to end the tenancy during the fixed term

- 1.11 Provided the conditions described below are met, you may end this tenancy during the fixed term by serving a notice in writing on us specifying a date on which the tenancy will terminate. The easiest and most reliable way to do this is to use a form you can obtain from your Housing Officer. The date must be at least 4 weeks after the date the notice is served. In special circumstances, we may agree to dispense with the requirement for such a notice.
- 1.12 The notice will terminate the tenancy only if, on the date specified in it, you do not owe rent and you are not otherwise materially in breach of any term of the tenancy, unless there is mutual agreement to do so.

Our right to end the tenancy during the fixed term

- 1.13 If at any time before the expiry date
- (a) the rent or any part of it is unpaid for 21 days after becoming payable (whether formally demanded or not),
 - (b) you fail to perform or observe any of your responsibilities in this agreement and/or
 - (c) there may arise statutory grounds under schedule 2 of the Housing Act 1985 or subsequent legislation on which a court may make an order for possession,

the Council or anyone duly authorised by the Council may then at any time re-enter on the property or any part of it and this tenancy will then terminate, but without affecting any right or remedy the Council may have against you in respect of any breach of your responsibilities in this agreement.

- 1.14 If the tenancy remains a secure tenancy, termination of the tenancy during the fixed term will require an order of the court. The court will make an order only if we have served on you a proper written notice or the court agrees we do not need to serve a notice.

We may serve a notice on you and seek to end the tenancy during the fixed term and recover possession of your home if for example:

- 1.15 You have not paid rent or service charges that are due or you have not kept to some other condition of this Tenancy Agreement.

- 1.16 You or someone living in or visiting your home has behaved in a way, which has caused or is likely to have caused a nuisance, annoyance or disturbance or has been convicted of using your home or allowing it to be used for immoral or illegal purposes, or has been convicted of an arrestable offence within the local area.
- 1.17 You, or anyone living with you, have caused your home or any shared areas to deteriorate and, where the deterioration was caused by your lodger or sub-tenant, you have not taken all reasonable steps to remove them.
- 1.18 You, or anyone living with you, have damaged furniture provided by us and, where the damage was caused by your lodger or sub-tenant, you have not taken reasonable steps to remove them.
- 1.19 You, or someone acting at your instigation, have knowingly or recklessly made a false statement which has induced us to grant you the tenancy.
- 1.20 You or your predecessor, who is a member of your family and lives in your home, either gave or received money in connection with an exchange of tenancy.
- 1.21 You refuse to leave a temporary home given to you while work was being carried out to your original home, and you had promised to return to your original home when the work was completed.

We can also ask for possession of your home in the following circumstances but we will offer you suitable alternative accommodation if for example:

- 1.22 You overcrowd your home to an extent which is prohibited by law.
- 1.23 We want to demolish, re-build or carry out work to your home or on land let with it and cannot reasonably do this while you are living there.
- 1.24 Your home is in an area included within a re-development scheme approved by the Secretary of State, and we intend to dispose of your home in accordance with the scheme.
- 1.25 You are a former employee living in a property which is part of, or is within the boundary of, a non-housing building, and we need to let your home to another employee.
- 1.26 Your home has been adapted to make it suitable for a physically disabled person but there is no such person living there anymore and we need your home for another disabled person.
- 1.27 Your home is one of a group of homes let to people with special needs and is near a social services or special facility to help people with those special

needs, there is no such person living there anymore and we require your home for someone else with special needs.

- 1.28 You are not the spouse or civil partner of the previous tenant who has died but have succeeded to the tenancy on that person's death and the property is larger than you reasonably need. We can only use this ground between six and twelve months after the date when the previous tenant died or, if the court so directs, the date when the court considers we became aware of the death. Such cases will be treated sensitively and the policy appropriately applied.

This agreement

- 1.29 Your tenancy agreement is set out like this:

- 2. Your rent**
- 3. Looking after your home**
- 4. You and your neighbours**
- 5. Involvement in the running of your home**
- 6. Using your home**
- 7. Moving to another Council home**
- 8. When your tenancy ends**
- 9. Succession and assignment**
- 10. Right to buy**
- 11. Notices**
- 12. Acceptance of this agreement**

If you are moving into furnished accommodation, you will also be subject to additional provisions, which will be provided to you when you sign this agreement.

- 1.30 In this agreement, the term communal areas refers to any building or area which you are entitled or permitted to use in connection with the property in common with tenants or occupiers of other properties. This includes for example any shared driveway.
- 1.31 A person who is not a party to this agreement is not intended to have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

2. Your rent

- 2.1 Your rent **must** be paid on time. It is due in advance on each Monday. There are occasional non-collection weeks in each year when no rent is due (although people with rent owing, called ‘arrears’, must continue to pay in these weeks).
- 2.2 If you do not pay your rent, we can seek to obtain possession of the property.
- 2.3 If you have any difficulty paying your rent, you should contact your housing officer immediately. We will be able to offer you specialist rent and money advice. This specialist rent and money advice is an independent service that will take into account all the debts you have and not just those you have with the Council. Any information or personal details that you provided when discussing any debts you have will be treated strictly in a private and confidential manner. You may also, depending on your circumstances, be able to claim housing benefit. Ask for a housing benefit claim form from your Housing Officer.
- 2.4 The amount of rent you pay depends on the type of property you live in. If there are any special charges for the property, you will find full details above.
- 2.5 Joint tenants are reminded that they are each responsible for making sure that the rent is paid in full. As regards rent this means that we can recover from any of the persons named in this agreement the rent and all the arrears owing for the property arising from the date of this agreement until the time this tenancy is properly ended.
- 2.6 The rent may be increased or decreased from time to time. We will give you notice in writing before any rent change.

3. Looking after your home

What the Council must do

- 3.1 **We must** keep the structure and exterior of your home in repair and keep in repair and proper working order relevant installations for the supply of utilities and sanitation and for heating. This obligation arises under s11 Landlord and Tenant Act 1985 (or succeeding legislation) and the description of it here does not enlarge what we are required to do. We will repair:
 - Window frames, external doors, drains, gutters, outside pipes.
 - Kitchen and bathroom fixtures – basins, sinks, toilets, baths.
 - Electrical wiring and gas and water pipes.
 - Heating equipment and water-heating equipment.

If you live in a block of flats, **we must** repair any communal areas around your home such as stairs, lifts, landings, lighting and entrance halls, though only if the enjoyment of your home or such areas is affected.

- 3.2 **We are not** liable to carry out works or repairs for which you are liable yourself following a breach of your obligations under this agreement. In particular, **we are not** liable to carry out works or repairs which have become necessary owing to your failure to use the property in a tenant-like manner.
- 3.3 Once you have reported to us a defect which we are liable to repair, we will tell you when the repair work is to be completed and we will do such work within a reasonable period of time.
- 3.4 **If** we make your property untidy when we do a repair, we will tidy up once the repair is complete.

Your rights

- 3.5 In **some** cases you have a legal ‘right to repair’; you may be able to get compensation if certain repairs are not done on time. Ask your housing officer for more information.

Your responsibilities

- 3.6 **You must not** without our permission make structural or other alterations, including any improvements, to the property.

Examples are:

- Removing internal walls and doors
 - Putting up a garage or Carport
 - Laminate Flooring
 - Greenhouse, shed or fence
 - Off road parking
 - Solar Panels
 - Kitchens, bathrooms and showers
- 3.7 **If** you make an improvement or alteration to the property **without** written permission it can have the following effects.

We may:

- Tell you to return it to the way it was before. If you don’t, the Council may do the work and require you to pay for it.
- Seek possession of the property.
- In certain circumstances, refuse to agree to your exchanging the property with another tenant.

- Refuse to agree to your transferring to another property.
 - Increase the price of the property on any purchase by you.
- 3.8 **You must** keep the property in good condition, and free from vermin, and use it and the fixtures and fittings responsibly. This includes not tampering with gas or electricity meters.
- 3.9 **You must** keep your garden clean and tidy, for example, by cutting the lawn and trimming the hedges. **You must** not use the gardens for the storage of rubbish, scrap or other unsightly objects. If the garden is overgrown – and there is no good reason, why you can't do it, we can clear it and charge you for the work. **We might** be able to help you if you are elderly or disabled. Ask your housing officer for more information.
- 3.10 **You are responsible** for decorating inside your home. If you are elderly or disabled, a voluntary organisation may be able to help you, depending on where you live. Ask your housing officer for more information.
- 3.11 **You must** report immediately any faults or damage to the property that we have a duty to repair.
- 3.12 **You must** repair or replace parts of the property and/or fixtures where damage has been caused deliberately (smashed windows or broken doors for example), or by neglect (not reporting a leaking pipe for example). This includes damage by your family (including children) and other people. If you do not do so, we may do any necessary works and charge you for the work. In certain circumstances where damage has been caused through acts of vandalism by people unknown to you, we may undertake a repair if you have reported the incident to the police.
- 3.13 **You are responsible** for doing small repairs, such as replacing basin plugs and chains or internal fittings such as curtain and coat hooks. **You are also responsible** for security to your home, including replacement of lost keys or the fitting of additional locks. Please see your Tenant's Handbook for more information on what repairs you are responsible for. For people who are over the age of 60 or disabled, we may, in certain circumstances, do some small repairs for you. Ask your Housing officer for more information.
- 3.14 **You are responsible** for repairing and maintaining your own equipment such as cookers or washing machines.
- 3.15 **You must** allow Council workers and people sent by us into the property to inspect and carry out repair and improvements. Never let anyone in without seeing some official identification. (If you are in doubt, contact your Housing Officer during office hours or the emergency number at other times. These numbers are in your Tenant's Handbook). In emergencies, we will need access immediately. If you do not let us in, you could be putting yourselves and your

neighbours at risk. If you do not let us in, we can take legal action to enter your home and you may have to pay the costs.

- 3.16 In a property with a communal area, you must keep that area in a clean and tidy condition and free from obstruction.
- 3.17 **You must not** keep mopeds, mobility scooters or motorbikes inside your home or in communal areas (such as entrance halls, stairs or landings) without our written permission. Mopeds, motorbikes, cars and other vehicles must be kept in designated parking areas only.
- 3.18 Where your home is served by a communal aerial, you **must not**, without the written permission of the Council, erect a satellite dish, radio aerial or TV aerial. Please ask your housing officer for details.
- 3.19 **You must not** erect an external CB aerial or other such receiving or transmitting equipment without our written consent. Please check with your housing officer if you are in any doubt.
- 3.20 **You are responsible** for repairing and maintaining the TV aerial to your property.

4. You and your neighbours

Everyone in West Lancashire has the right to live their life in the way in which they want. From time to time, however, the way in which some people live their lives upsets their neighbours, causing considerable distress and in some cases fear. We want all residents of West Lancashire to have a good relationship with each other. We do, however, recognise that problems will arise. The section below sets out certain things that you must not do whilst living in your property. If everyone follows these rules, West Lancashire will be a much more peaceful and pleasant place to live. This is not to say though, that we expect people to complain to us every time their neighbours, for example, argue or slam doors. We recognise that this is a part of everyday life. A good neighbour will tolerate and understand the different lifestyles of others. We will, however, treat any reports of people harassing or causing persistent nuisance, annoyance or disturbance to their neighbours in whatever fashion, very seriously. If we believe that action should be taken through the courts to prevent this happening, then we will do so. We will also seek to evict you from your home in instances where we believe this is the best option to enable your neighbours to live free from such matters. Everybody has responsibilities to their neighbours. This section sets out these responsibilities.

Your responsibilities

- 4.1 **You are responsible** for the behaviour of every person (including children) living in or visiting your home. You are responsible for them in your home, on surrounding land, in communal areas (stairs, lifts, landings, entrance halls, paving, shared gardens, parking areas) and in the locality around your home.

- 4.2 **You and they must not** cause a nuisance, annoyance or disturbance to any other person. Examples include, but are not limited to:
- Loud music, persistent dog barking and fouling, offensive drunkenness, rubbish dumping, playing ball games close to someone else's home.
- 4.3 **You and they must not** harass any other person including Council workers and any person sent by the Council. Examples of harassment include, but are not limited to:
- Racist behaviour or language, using or threatening to use violence, using abusive or insulting words or behaviour, damaging or threatening to damage another person's home or possessions, writing threatening abusive or insulting graffiti, or any course of conduct which alarms or causes distress to other people.
- 4.4 **You and they must not** use your home or any communal area for illegal activity such as selling, producing, cultivating, storing or using drugs, the sale and/or storage of stolen property, the sale or storage of unlicensed firearms or any dangerous or immoral activities.
- 4.5 **You and they must not** damage, deface or put graffiti on Council property. You will have to pay for the cost of putting right any such damage and we may also seek possession of the property.
- 4.6 **You and they must not** interfere with security and safety equipment in communal blocks, doors should not be jammed open and strangers **must not** be let in without identification. You should not let anyone else tamper with your electricity meter.
- 4.7 **You and they must** co-operate with Council workers and other people sent by the Council in dealing with any aspects of your tenancy and this agreement.
- 4.8 **You and they must not** cause or threaten violence, harass, or use mental, emotional, or sexual abuse which would cause anyone who lives with you to leave or want to leave the home.
- 4.9 **You must not** keep a dog if you live in a flat, bed-sit or maisonette. This does not include registered guide dogs for the blind or registered hearing dogs for the deaf.
- 4.10 If your property has the use of a communal garden, **you must** ensure that you do not store or dispose of any household items or refuse in this area.
- 4.11 **You must not** keep any animal that we decide is unsuitable for your home. If you are in any doubt at all, ask your housing officer. Your pet or pets must be kept under control and must not cause nuisance, annoyance or disturbance to any other person. In particular, dogs must not be allowed to continually bark or howl or to roam without proper supervision, and **you must** ensure that you

hygienically dispose of any fouling by your animal in the vicinity or neighbourhood of the property.

- 4.12 **You must not** use your home for the commercial breeding of animals. **You must** co-operate with us, and your neighbours to keep any communal areas clean, tidy and clear of obstruction.
- 4.13 **You must not** run a business from your home without our agreement in writing and planning permission (if required). In particular, **you must not** repair vehicles that belong to anyone not living in your home without our written permission and, in any case, the carrying out of such repairs must not cause a nuisance or annoyance to your neighbours.
- 4.14 **You must not** park a vehicle on your property except on the 'hard-standing' (a driveway or paved area constructed and intended for parking). **You must not** park or position a caravan, motor home, boat or trailer anywhere within the boundaries of your home, on a communal area or on any communal parking areas without our agreement in writing. This only applies to areas of land owned by the Council, your Housing Officer will advise you as to which land the Council owns. You and your visitors **must not** park anywhere that would obstruct emergency services.
- 4.15 **You must not** do major car repairs or park an illegal or un-roadworthy vehicle on the land around your home or on the road outside.
- 4.16 **You must not** construct a hardstanding, without the Council's written permission.
- 4.17 **You must not** keep or use paraffin or any other dangerous material in your home or in communal areas. In certain circumstances, you may with our written permission keep and use bottled gas, please check with your housing officer.

Council's Responsibilities

- 4.18 We shall give you help and advice if you report nuisance or harassment. We will look into your complaints and we will inform you in writing of what action we will take.

5. Tenant Involvement

Council's Responsibilities

- 5.1 **We will** ask your views about any proposals to change the tenancy agreement. We may change the terms of the tenancy by serving a notice of variation on you.

5.2 **We must** ask your views about any proposals that substantially affect you in respect of housing management. An example would be if we were to undertake a modernisation programme to your home.

5.3 Although we do not have to consult you about increases or decreases to the rent or any service charges, we will tell you in writing at least four weeks before any rent change, or one week before any change to the service charge.

6. Using your home

Your rights

6.1 **You may** take in lodgers during the secure flexible tenancy, but not during the introductory tenancy. A lodger is someone who lives in your home but doesn't have exclusive right to any one part of it. They will often get some sort of service from you such as cooking or cleaning. **You must not** overcrowd the property and if you receive housing benefit or similar assistance with your rent, **you must** tell your Housing Officer straight away.

6.2 **You may** sub-let part of your home during the secure flexible tenancy, but not during the introductory tenancy and you must get our agreement in writing first. Sub-letting means that someone pays rent to have exclusive right to part of your home. You can't sub-let the whole of your property. **You must not** overcrowd the property and if you receive housing benefit or similar assistance with your rent, **you must** tell your Housing Officer straight away.

Your responsibilities

6.3 **You must** use your Council property as your only or main home.

6.4 **You must** tell your Housing Officer if you will be away from home for more than six weeks. Please see your Tenant's Handbook for the reasons why we require you to do this.

6.5 **You must not** overcrowd your home.

7. Moving to another Council Home

Your rights

7.1 **You may** apply to transfer to another Council home, however, you will have to go on the housing register. **You may not** be allowed to transfer to another Council home if:

- You owe any rent.
- You have not kept your home and garden in the condition required by this agreement.

- You have made improvements or alterations without our written agreement (we may tell you to return your home to the way it was before).
- You are adequately housed already.

Note: If you are allowed to transfer to another home, **you must** leave all authorised improvements and alterations behind, unless we give you written permission to remove them.

7.2 **You have the right** to see our rules for deciding who gets offered a Council home.

7.3 **You have the right**, during the secure flexible tenancy but not during the introductory tenancy, to swap your home (called an ‘exchange’) with another tenant of this Council, any other Council or some other social landlords such as housing associations. But **you must** get our agreement in writing first.

We cannot refuse permission unless, for example:

- One of the homes would be over-crowded.
- Certain legal action is being taken to get possession of any of the homes involved.
- The exchange would mean that a home adapted for elderly or disabled people would have no one living there who needed the adaptation.
- One of the homes would be obviously too large for the new tenants.

Note: There are other grounds on which the Council can refuse to give you permission to move, although these are unusual, please ask your Housing Officer for details and for more information on the examples given.

7.4 **You have the right**, during the secure flexible tenancy but not during the introductory tenancy, to swap your home (called a “transfer of tenancy”) under an arrangement whereby with one or more other tenants you all request your landlords to grant new tenancies so that you can each move, provided certain conditions are met and subject to certain grounds on which any of the landlords may refuse the requests. Please ask your Housing Officer for details.

Council’s rights

7.5 **We may** set certain conditions that you must meet before an exchange can go ahead. Such conditions may be that you must not owe any rent or be in breach of any of the terms of this agreement, for example:

- You must have kept your property and garden in the condition required by this agreement.

- If you have made improvements or alterations without our written agreement, you must return the home to the way it was before.

Note: If you are allowed to exchange homes, **you must** leave all improvements and alterations behind, where we have given you permission to put them in.

- 7.6 If an exchange takes place without our written agreement, we may take legal action to recover possession. In some instances you may not be allowed to return to your original home and may not be offered alternative housing.
- 7.7 If your home has been built or adapted for use by a disabled person or is one of a group of homes let to people who need special facilities, for example, sheltered housing for the elderly, and there is no longer a disabled person or a person requiring such special facilities residing there, we may require you to move. This will only be in exceptional cases and if this happens you will be offered somewhere else to live that is suitable for you.

8. When your tenancy ends

Your responsibilities

- 8.1 **If** you do not leave the property vacant and give us the keys, **you will** remain liable for the rent or charges for the property.
- 8.2 **You must** leave the property, the fixtures and any furnishings we have provided in good condition when you go. This includes any improvements or alterations that you have made with our permission. **Do not** leave any of your belongings behind; if you do, we will dispose of them (however small) and charge you for doing so. This includes any bags of rubbish you leave behind.
- 8.3 **You must** pay for repair or replacement if damage has been caused deliberately or by your own neglect. You will not have to pay for normal wear and tear. If you have made improvements or alterations without our written consent and you have not returned the home to the way it was before, we may do so and charge you for this. Prior to any transfer to another Council property, we will inspect and advise you in writing as to the extent of any repair or replacement **you must** do before you are allowed to move.
- 8.4 **You must not** leave anybody else living in your home when you move out. If you do you may be liable for rent until we get possession and you will not be able to claim housing benefit or similar assistance with the rent for this period.
- 8.5 **You may not** be given another Council home in the future if during a previous tenancy with us:
- You were evicted.
 - You abandoned your home (left without returning the keys).

- You still owe rent.
- You left your home in poor condition and have not paid for repair or replacement.

9. Succession and assignment

- 9.1 If you are a joint tenant, on your death any surviving tenant will retain the tenancy.
- 9.2 Otherwise, if you die, the introductory or secure flexible tenancy of your home will pass by statutory succession to someone if they are qualified to succeed you. This is provided you did not succeed to the tenancy and also that the person to succeed you is living at the property as their only or main home at the time of your death. During the introductory tenancy, such succession may be to your spouse or civil partner. During the secure flexible tenancy, such succession may be to your spouse or civil partner.
- 9.3 The person who takes over your tenancy on succession from you if you die becomes an introductory or secure flexible tenant (as appropriate), which means they keep their council home under the terms of this agreement. If **they** die, the tenancy will **not** go **automatically** to their partner or relative but **we may** agree to a further tenancy for them.
- 9.4 **You may not**, in general, assign or transfer the tenancy to anyone else. There are certain exceptions to this, including an exchange or transfer as mentioned above. Ask your Housing Officer for further information. Provided that you obtain our written agreement, you may transfer the property to someone who is entitled to succeed to it if you died. If you do transfer the property without our written agreement, we may take legal action to recover possession.

10. Right to buy

- 10.1 **You have the right**, during the secure flexible tenancy but not during the introductory tenancy, to buy your home in certain circumstances and subject to various requirements. Ask your Housing Officer for further information.

11. Notices

- 11.1 Any notice to be given by the Council shall be in writing, under the hand of its officer or agent, and shall be sufficiently served if left at the property or sent by prepaid post to the tenant at the property. Notice may also be served personally.
- 11.2 **Notice under sections 48 of the Landlord and Tenant Act 1987.** Notices to the Council should be in writing and any notice (including notice in proceedings) may be served on the Council at Elson House, 49 Westgate, Skelmersdale, Lancashire, WN8 8LP.

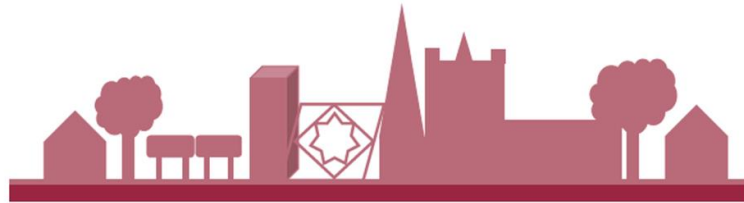
We can provide this information on audiotape, CD, large print, Braille, and in other languages as appropriate on request. Visit our website www.westlancs.gov.uk/access or telephone 01695 577177

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Tenancy Agreement



INTRODUCTORY AND/OR SECURE TENANCY AGREEMENT

This Agreement is a:

A	INTRODUCTORY TENANCY WHICH MAY TRANSFER TO A SECURE TENANCY	
B	SECURE TENANCY ONLY	

This is an agreement for a weekly tenancy in respect of the property at:

--

You must occupy this property as your only or principal home.

The name of the tenant(s) Date of Birth National Insurance Number

1.		
2.		

The tenancy starts on[DATE] (“the start date”)

If this agreement falls under A above for the first 12 months (unless extended) it will be deemed to be an INTRODUCTORY TENANCY.

Your Introductory Tenancy is a trial period and if you successfully complete it, you may become a SECURE TENANT following which the terms of this agreement will continue to apply.

Your weekly rent is broken down as follows:

Net Rent	£
Service Charge/s	£
Heating Charge	£
Furniture Charge	£
Other Charge/s	£
Total Weekly rent at start of agreement	£

Rent will be payable with effect from Monday [DATE]

If you are moving into furnished accommodation you will also be subject to additional provisions, which will be provided to you when you sign this agreement.

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10. Sub-letting
11. Changes to this agreement
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15. Contact Information
16. Definitions

1. Introduction

- 1.1 This Tenancy Agreement is an important legal contract. It describes the rights and responsibilities of West Lancashire Borough Council and of you, the tenant. By signing this agreement you are agreeing to become our tenant and to abide by the terms of this Agreement.
- 1.2 If there is anything within this document that you do not understand please contact us, a solicitor or the Citizens Advice Bureau.
- 1.3 It is important that you understand that if you break any terms of this agreement then we may take you to Court, which could result in you losing your home.
- 1.4 You will be responsible for any breach of these tenancy conditions by member of your household, including lodgers and sub-tenants, and visitors to the property whether in the property or within the vicinity of the property.
- 1.5 Any legal notice to be given by the Council shall be in writing, and be considered sufficiently served if hand delivered or sent by post to your home. Notice may also be served personally.
- 1.6 Any notices served by you on the Council should be in writing and served on the Council at Elson House, 49 Westgate, Skelmersdale, Lancashire, WN8 8LP. This statement is required by sections 48 of the Landlord and Tenant Act 1987.
- 1.7 Unless specifically stated, the information in this Agreement applies whether you have an Introductory Tenancy or a Secure Tenancy.
- 1.8 In some cases you have a legal 'right to repair'; you may be able to get compensation if certain repairs are not done on time.
- 1.9 You have the right to live in the property, we will not interfere with your quiet enjoyment of the property during the tenancy, so long as you comply with the terms of this tenancy agreement.
- 1.10 In this agreement, the term communal areas refers to any building or area which you are entitled or permitted to use in connection with the property in common with tenants or occupiers of other properties. This includes for example any shared driveway.
- 1.11 A person who is not a party to this agreement is not intended to have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this agreement.

2. Introductory Tenancy

- 2.1 The following information applies during the period your tenancy operates as an Introductory Tenancy (if applicable).

- 2.2 Your introductory tenancy is a trial period. You must show us that you are responsible enough to keep your tenancy.
- 2.3 We can evict you during the introductory tenancy, including where you have broken any of the terms of this agreement or you have not shown us that you are responsible enough to keep your tenancy. You can be evicted much more quickly and easily than a secure tenant.
- 2.4 During the introductory tenancy, you have fewer rights than during the secure tenancy, as indicated below in sections 9.1, 9.15 and 10.1.
- 2.5 During the introductory tenancy, you may end this tenancy by serving a notice in writing on us giving at least 4 weeks' notice ending on a Monday.

Ending your Introductory Tenancy

Your Rights

- 2.6 You may end this tenancy during the fixed term by serving a written notice on us giving at least 4 weeks' notice and specifying a date on which the tenancy will end (this must be a Monday).
- 2.7 We can decide not to accept your notice as ending your tenancy if you owe us any rent or have otherwise breached the terms of your tenancy

Our Rights

- 2.8 During the introductory tenancy period, we cannot bring your tenancy to an end without obtaining a possession order from the court. An application to end your Introductory Tenancy will be made in accordance with the Housing Act 1996 (as amended). Please note that the Courts have very limited reasons for not granting our request for possession and as such it is important you do not break the terms of this Agreement.
- 2.9 the Council or anyone duly authorised by the Council may then at any time re-enter on the property or any part of it and this tenancy will then terminate, but without affecting any right or remedy the Council may have against you in respect of any breach of your responsibilities in this agreement.

3. Secure Tenancy

- 3.1 The provisions contained in Section 3 apply when you have either been issued with a Secure Tenancy straight away or after you have subsequently converted from an Introductory Tenancy to a Secure Tenancy.

Ending your Secure Tenancy

Your Rights

- 3.2 You may end this tenancy during the fixed term by serving a written notice on us giving at least 4 weeks' notice and specifying a date on which the tenancy will end (this must be a Monday).
- 3.3 We can decide not to accept your notice as ending your tenancy if you owe us any rent or have otherwise breached the terms of your tenancy.

Our Rights

- 3.4 We cannot bring your tenancy to an end without obtaining a possession order from the court. We can rely on any of the grounds for possession as set out in the Housing Act 1985.
- 3.5 If at any time before the your tenancy is due to end
- (a) the rent or any part of it is unpaid for 21 days after becoming payable(whether formally demanded or not),
 - (b) you fail to perform or observe any of your responsibilities in this agreement and/or
 - (c) there may arise statutory grounds under schedule 2 of the Housing Act 1985 or subsequent legislation on which a court may make an order for possession.
- 3.6 The Council or anyone duly authorised by the Council may then at any time re-enter on the property or any part of it and this tenancy will then terminate, but without affecting any right or remedy the Council may have against you in respect of any breach of your responsibilities in this agreement.

4. When your tenancy ends

- 4.1 For clarification, Section 4 applies to both Introductory Tenancies and Secure Tenancies

Your responsibilities

- 4.2 You must return your keys to us by noon on the day your tenancy ends.. If you do not give notice properly and/or do not return the keys, we will be entitled to continue to charge you for the property.
- 4.3 You must leave the property, the fixtures and any furnishings we have provided in good condition when you go. This includes any improvements or alterations that you have made with our permission. Do not leave any of your belongings behind; if you do, we will dispose of them (however small) and charge you for doing so. This includes any bags of rubbish you leave behind.
- 4.4 You must pay for repair or replacement if damage has been caused deliberately or by your own neglect. You will not have to pay for normal wear and tear. If you have made improvements or alterations without our written consent and you have not returned the home to the way it was before, we may do so and charge you for this. Prior to any transfer to another Council property, we will inspect and advise you in writing as to the extent of any repair or replacement you must do before you are allowed to move.
- 4.5 You must not leave anybody else living in your home when you move out. If you do you may be liable for rent until we get possession and you will not be able to claim housing benefit or similar assistance with the rent for this period.

5. Rent

- 5.1 It is a condition of this Agreement that you pay your rent on time
- 5.2 Your rent and charges are due in advance on Monday of each week and you must pay them on time. If you wish to pay your rent over longer periods – for example, monthly - then you must pay your rent monthly in advance. There are occasional "non - collection" weeks where no rent is due. Where there is rent owing - called "arrears" – you are required to continue to make payments during the "non-collection weeks to reduce the debt.
- 5.3 If you do not pay your rent, we can commence court proceedings to seek to obtain possession of the property.

- 5.4 If you have any difficulty paying your rent, you should contact your Income Management Officer immediately. We will be able to offer you specialist money advice, which is confidential and will take into account all the debts you have and not just those you have with the Council. You may also, depending on your circumstances, be able to claim benefit to cover your rent.
- 5.5 The amount of rent you pay depends on the type of property you live in. If there are any special charges for the property, you will find full details above.
- 5.6 Joint tenants are reminded that they are each responsible for making sure that the rent is paid in full. As regards rent this means that we can recover from any of the persons named in this agreement the rent and all the arrears owing for the property arising from the date of this agreement until the time this tenancy is properly ended.
- 5.7 The rent may be increased or decreased from time to time. We will give you notice in writing before any rent change.

6. Looking after your home

Our Responsibilities

- 6.1 We must keep the structure and exterior of your home in repair, and keep installations for the supply of utilities and sanitation and for heating in proper working order. This obligation arises under s11 Landlord and Tenant Act 1985 (or succeeding legislation) and the description of it here does not enlarge what we are required to do. We will repair:
- Window frames, external doors, drains, gutters, outside pipes.
 - Kitchen and bathroom fixtures – basins, sinks, toilets, baths.
 - Electrical wiring and gas and water pipes.
 - Heating equipment and water-heating equipment.

If you live in a block of flats, we must repair any communal areas around your home such as stairs, lifts, landings, lighting and entrance halls, though only if the enjoyment of your home or such areas is affected.

- 6.2 In sheltered housing we will install, maintain and test speech alarm and fire detection equipment.
- 6.3 We will not carry out works or repairs for which you are liable yourself following a breach of your obligations under this agreement. In particular, we are not liable to

carry out works or repairs which have become necessary due to neglect, wilful damage, breach of tenancy or forced entry by the Police or other emergency services.

- 6.4 Once you have reported to us a defect which we are liable to repair, we will tell you as soon as possible when the repair work is to be completed and we will do such work within a reasonable period of time.
- 6.5 If we make your property untidy when we do a repair, we will tidy up once the repair is complete.
- 6.6 The Council is responsible for the following repairs:
- Outside the home (e.g. Structure, roof, window frames, external doors);
 - Water services (e.g. Tanks, cylinders, piping, taps and fittings (not including re-washing), Re-washing of stopcocks and ball valves, Sanitary installation, Basin, sink and bath (and shower if provided by the Council), Toilet pan and cistern, Communal soil and waste pipes in flats);
 - Electrical installation (e.g. Fuse box/consumer unit and wiring, Switches, lighting and power points, Appliances provided by the Council (unless listed in the tenants' responsibilities));
 - Gas installations (e.g. Piping and outlets from the gas meter to the appliance points; Appliances provided by the council (unless listed in the tenants' responsibilities));
 - Electric, gas or solid fuel heating system (All equipment (unless listed in the tenants' responsibilities));
 - External decoration (External decoration is carried out by the Council as part of a programme, not on request by tenants);
 - Miscellaneous internal items (e.g. Kitchen units unless provided by the tenant (this excludes worktops, doors and drawers));
 - Miscellaneous external items (e.g. UPVC doors, windows and fittings, All guttering and rainwater pipes, Clothes posts or rotary dryers in communal area, Fences and hedges which are on a boundary between Council land and a public right of way)
- 6.7 If the repair is required as a result of damage, misuse or neglect by you or a member of your household, or as a result of forced entry by the Police or other emergency services, then the Council will either refuse to carry out the repair, or will carry out the repair and recharge you.

Your responsibilities

- 6.8 You must report any faults or damage to the property that we have a duty to repair no later than the first working day after discovery of the fault or damage. We have an out of hours repair service in the event of an emergency – please check our website for details.
- 6.9 You must not without our written permission make structural or other alterations, including any improvements, to the property.

Examples are:

- Removing internal walls and doors
- Putting up a garage or Carport
- Laminate Flooring
- Greenhouse, shed or fence
- Off road parking
- Solar Panels
- Kitchens, bathrooms and showers
- Alterations or additions to the existing electrical system
- Alterations or additions to the existing gas supply, boiler, flues or any gas fired appliance supplied and maintained by the Council
- Alterations or additions to the existing mains water supply.

6.10 If you make an improvement or alteration to the property without written permission we may:

- tell you to return it to the way it was before. If you don't, the Council may do the work and you will be required to pay for the work.
- Seek possession of the property.
- Refuse to agree to your exchanging the property with another tenant.
- Refuse to agree to your transferring to another property.
- Increase the price of the property on any purchase by you.

6.11 You should note that in the event the Council are required to repair or replace pipes or cables within the property we will not be responsible for replacing or repairing any laminate flooring installed by you whether or not this was done with the council's permission.

6.12 You must keep the property in good condition, and free from vermin, and use it and the fixtures and fittings responsibly. This includes not tampering with gas or electricity meters.

6.13 You must allow access to our contractors to carry out annual Gas Servicing. Inspections will take place at least once in any rolling 12 month period. An appointment date will be sent to the property in advance and you will be given the opportunity to rearrange the appointment, if necessary. If you refuse access to your home to complete gas servicing on three occasions, you will be in breach of your tenancy agreement and we may take legal action to gain access and/or possession of your home. If successful, we will claim any legal costs incurred directly from you.

- 6.14 You must also allow access to our staff or contractors to carry out any other works or inspections related to our health & safety responsibilities, including but not limited to electrical testing and asbestos surveys. If you refuse access to your home to complete this work on three occasions, you will be in breach of your tenancy agreement. We can and will take legal action to gain access and/or possession of your home. If successful, we will claim any legal costs directly from you.
- 6.15 You must keep your garden clean and tidy, for example, by cutting the lawn and trimming the hedges. You must not use the gardens for the storage of rubbish, scrap or other unsightly objects. If the garden is overgrown and there is no good reason, why you can't do it you will be in breach of your tenancy and we may take further action against you. We might be able to help you if you are elderly or disabled. Contact us for more information.
- 6.16 You are responsible for decorating inside your home. If you are elderly or disabled, a voluntary organisation may be able to help you, depending on where you live. Contact us for more information.
- 6.17 You must repair or replace parts of the property and/or fixtures where damage has been caused deliberately (smashed windows or broken doors for example), or by neglect (not reporting a leaking pipe for example). This includes damage by your family (including children) and other people. If you do not do so, we may do any necessary works and charge you for the work. In certain circumstances where damage has been caused through acts of vandalism by people unknown to you, we may undertake a repair if you have reported the incident to the police and have been given a crime reference number.
- 6.18 You are responsible for doing small repairs, such as replacing basin plugs and chains or internal fittings such as curtain and coat hooks. You are also responsible for security to your home, including replacement of lost keys or the fitting of additional locks. If you are over the age of 60 or disabled, we may, in certain circumstances, do some small repairs for you.
- 6.19 You are responsible for repairing and maintaining your own equipment such as cookers or washing machines.
- 6.20 You must take good care of any equipment installed by us in the property. The equipment must not be removed from the property.
- 6.21 You must allow Council workers and people sent by us into the property to inspect and carry out repair and improvements. Never let anyone in without seeing some official identification. If you do not let us in, you could be putting yourselves and your neighbours at risk. If you do not let us in, we can take legal action to enter your home and you may have to pay the costs. In a property with a communal area, you must keep that area in a clean and tidy condition and free from obstruction.

- 6.22 You must not keep mopeds, mobility scooters or motorbikes inside any part of your home or in communal areas (such as entrance halls, stairs, landings, drying areas and storage cupboards) due to fire safety concerns. In exceptional circumstances we may allow mobility scooters inside your home but you must obtain our written permission to do so in advance. Mopeds, motorbikes, cars and other vehicles must be kept in designated parking areas only.
- 6.23 If your property has the use of a communal garden, you must ensure that you do not store or dispose of any household items or refuse in this area.
- 6.24 You must not interfere with security and safety equipment in communal blocks. Where a door entry system is fitted, doors should not be jammed open and strangers should not be let in without identification.
- 6.25 You must not appoint any contractors to undertake any works for example installation of broadband services within the communal area eg communal landings and staircases without first obtaining the necessary permission and permits required. Where you do so you will be liable for the cost of any reinstatement works required to ensure the Council meets its obligations under the Fire Safety Order 2005 and Control of Asbestos Regulations 2012
- 6.26 Where your home is served by a communal aerial, you must not, without the written permission of the Council, erect a satellite dish, radio aerial or TV aerial.
- 6.27 You must not erect an external CB aerial or other such receiving or transmitting equipment without our written consent.
- 6.28 You are responsible for repairing and maintaining the TV aerial to your home.

7. You and your neighbours

- 7.1 Everyone has the right to live their life in the way in which they want, as long as this does not cause distress to their neighbours. We want all residents to have a good relationship with each other, but we recognise that problems will arise.
- 7.2 We ask that all tenants are considerate towards their neighbours and tolerate the different lifestyles of others. Whilst we are unable to deal with complaints about neighbours occasionally arguing or slamming doors we will treat any reports of people harassing or causing persistent nuisance, annoyance or disturbance to their neighbours very seriously and will take action through the courts, including evicting you from your home, to prevent this happening.

Your responsibilities

- 7.3 You are responsible for the behaviour of every person (including children) living in or visiting your home. You are responsible for them in your home, on surrounding land, in communal areas (stairs, lifts, landings, entrance halls, paving, shared gardens, parking areas) and in the locality around your home.

- 7.4 You and they must not cause a nuisance, annoyance or disturbance to any other person. Examples include, but are not limited to:
- Loud music, persistent dog barking and fouling, offensive drunkenness, rubbish dumping, playing ball games close to someone else's home.
- 7.5 You and they must not harass any other person including Council workers and any person sent by the Council. Examples of harassment include, but are not limited to:
- Racist behaviour or language, using or threatening to use violence, using abusive or insulting words or behaviour, damaging or threatening to damage another person's home or possessions, writing threatening abusive or insulting graffiti, or any course of conduct which alarms or causes distress to other people.
- 7.6 You and they must not use your home or any communal area for illegal activity such as selling, producing, cultivating, storing or using drugs, the sale and/or storage of stolen property, the sale or storage of unlicensed firearms or any dangerous or immoral activities or have been convicted of an arrestable criminal offence within the local area.
- 7.7 You and they must not behave in a way, which has or will cause or is likely to have caused a nuisance, annoyance or disturbance.
- 7.8 You and they must not damage, deface or put graffiti on Council property. You will have to pay for the cost of putting right any such damage and we may also seek possession of the property.
- 7.9 You and they must not interfere with security and safety equipment in communal blocks, doors should not be jammed open and strangers must not be let in without identification. You should not let anyone else tamper with your electricity or gas meter.
- 7.10 You and they must co-operate with Council workers or other people sent by the Council in dealing with any aspects of your tenancy and this agreement.
- 7.11 You and they must not cause or threaten violence, harass, or use mental, emotional, financial or sexual abuse which would cause anyone who lives with you to leave or want to leave the home.
- 7.12 If your property has the use of a communal garden you must ensure you do not store or dispose of any household items or refuse in this area.
- 7.13 You must not run a business from your home without our agreement in writing and planning permission (if required). In particular, you must not repair vehicles that belong to anyone not living in your home without our written permission and,

in any case, the carrying out of such repairs must not cause a nuisance or annoyance to your neighbours.

- 7.14 You and they must not park a vehicle on your property except on the 'hard-standing' (a driveway or paved area constructed and intended for parking). You must not park or position a caravan, motor home, boat or trailer anywhere within the boundaries of your home, on a communal area or on any communal parking areas without our agreement in writing. This only applies to areas of land owned by the Council, we will advise you as to which land the Council owns. You and your visitors must not park anywhere that would obstruct emergency services.
- 7.15 You must not construct a hardstanding, without the Council's written permission.
- 7.16 You must not do major car repairs or park an illegal or un-roadworthy vehicle on the driveway or garden of your home, on the land around your home or on the road outside.
- 7.17 You must not keep or use paraffin or any other dangerous material in your home or in communal areas. In certain circumstances, you may with our written permission keep and use bottled gas, please check with us.

Council's Responsibilities

- 7.18 We shall give you help and advice if you report nuisance or harassment. We will look into your complaints and we will inform you in writing of what action we will take.

8. Animals

- 8.1 You must not keep any animal that we decide is unsuitable for your home. You must comply with the council's Pet Policy which outlines the restrictions on pet ownership in different types of property. If you are in any doubt at all, ask us.
- 8.2 Your pet or pets must be kept under control and must not cause nuisance, annoyance or disturbance to any other person. In particular, dogs must not be allowed to continually bark or howl or to roam without proper supervision, and you must ensure that you hygienically dispose of any fouling by your animal in the vicinity or neighbourhood of your home.
- 8.3 You must co-operate with us, and your neighbours to keep any communal areas clean, tidy and clear of obstruction.
- 8.4 You must not use your home for the commercial breeding of animals.

9. Exchange/Succession/ Assignment/Right to Buy

Your right to exchange properties with another tenant

- 9.1 You have the right, during the secure tenancy but not during the introductory tenancy, to swap your home with another tenant of this Council, any other Council or some other social landlords such as housing associations. You must apply for written permission from us before exchanging. There are certain conditions which must be met before permission is granted. Please ask us for more details. Information can also be found on the Council's website.
- 9.2 If an exchange takes place without our written agreement, we may take legal action to recover possession. In some instances you may not be allowed to return to your original home and may not be offered alternative housing.
- 9.3 If you or your predecessor, who is a member of your family and lives in your home, either gave or received money in connection with an exchange of tenancy we may seek to recover possession of your home.

Restrictions to exchanges

- 9.4 There are certain circumstances where permission may be refused to undertake an exchange or transfer, for example but not limited to:
- a) You must not owe any rent or be in breach of any of the terms of this agreement
 - b) Where one of the homes would be over-crowded
 - c) Legal action is being taken to get possession of any of the homes involved
 - d) The exchange would mean that a home adapted for elderly or disabled people or people requiring special facilities e.g sheltered housing for the elderly would have no one living there who needed the adaptation and/or facility provided.
 - e) One of the homes would be obviously too large or too small for the new tenants
- 9.5 If you have made improvements or alterations without our written agreement, you must return the home to the way it was before unless we give written permission is given to the contrary.
- 9.6 Any improvements or alterations approved by us must be left in the property if an exchange or transfer is completed.

Your right to pass on your tenancy following death

- 9.7 If you are a joint tenant, on your death any surviving tenant will keep the tenancy.
- 9.8 If you are a sole tenant and you die your tenancy during the introductory period your tenancy can pass to your husband, wife or civil partner provided they are living with you at the time of your death, or another family member who has resided with you throughout the previous 12 months, but your spouse or civil partner receive preference.
- 9.9 If you are a sole tenant and you die during the period, your tenancy can pass to your husband, wife or civil partner only, provided they are living with you at the time of your death,
- 9.10 The above examples are called succession but it can only happen once, so if you succeeded to the tenancy then the tenancy cannot be passed on again.
- 9.11 The person who takes over your tenancy on succession becomes an introductory or secure tenant (as appropriate), which means they keep their home under the terms of this agreement.

Your right to assign your tenancy to someone whilst you are alive

- 9.12 You can also gift your tenancy to someone whilst you are alive this is called assignment, but you can only assign your tenancy to someone who would be eligible to succeed to your tenancy if you died. You will need to obtain our written agreement.

Your right to buy

- 9.13 You have the right, during the secure tenancy but not during the introductory tenancy. There are some exclusions to this right. Ask us for further information

10. Sub-letting

Your right to take in lodgers & sublet part of your home

- 10.1 You may take in lodgers during the secure tenancy, but not during the introductory tenancy. A lodger is someone who lives in your home but doesn't have exclusive right to any one part of it. If you receive housing benefit or similar assistance with your rent, you must tell the Housing Benefit Section or the DWP straight away.
- 10.2 You may sub-let part of your home during the secure tenancy, but not during the introductory tenancy and you must get our agreement in writing first. Sub-letting means that someone pays rent to have exclusive right to part of your home. You can't sub-let the whole of your property. If you receive housing benefit or similar assistance with your rent, you must tell the Housing Benefit Section or the DWP straight away.

- 10.3 You are responsible for the behaviour of every person living in or visiting your home, this will include any lodgers or those subletting from you.

11. Changes to this agreement

Your right to be consulted

- 11.1 You have the right to be consulted and fully informed about any change to your Tenancy Agreement and Conditions, and any other changes to the way we manage our housing service if it is likely to substantially affect your tenancy
- 11.2 We will ask your views about any proposals to change the tenancy agreement. We may change the terms of the tenancy by serving a notice of variation on you.
- 11.3 We must ask your views about any proposals that substantially affect you in respect of housing management. An example would be if we were to undertake a modernisation programme to your home.
- 11.4 Although we do not have to consult you about increases or decreases to the rent or any service charges, we will tell you in writing at least four weeks before any rent change, or one week before any change to the service charge.

12. General

Your responsibilities

- 12.1 You must use your Council property as your only or main home.
- 12.2 You must tell us if you will be away from home for more than six weeks.
- 12.3 You must not overcrowd your home.
- 12.4 You must co-operate with Council workers and other people sent by the Council in dealing with any aspects of your tenancy and this agreement.
- 12.5 You must observe the role and instructions of any Older Person Support Officer in respect of fire and health & safety issues within the scheme. Additionally the Older Persons Support Officer provides other services, such as daily visits to ensure your safety and wellbeing and you will be expected to co-operate in this process.

13. Signature of acceptance

I (or we) understand, agree and accept the conditions of this tenancy agreement and I (or we) confirm that the information given in the housing application form and any information given to obtain this tenancy was and still is true. You risk losing your home if you, or someone acting at your instigation, have knowingly or recklessly given false information which has resulted in us giving you the tenancy.

1.....

2.....

Signed on behalf of West Lancashire Borough Council

.....

Date.....

14. Your Information

How we handle your data:

We will use the information you have provided to manage your tenancy and to provide you with housing services such as managing your rent account and carrying out repairs and improvements to your home. If you do not provide the required information, we are unable to enter into a tenancy agreement with you.

We will share some information with others providing services on our behalf, such as maintenance contractors, plus other council and government departments. Where required by law or to enable us to manage your tenancy we may also share your information with other parties such as police, probation service, social, health and welfare providers and utility companies.

For further information as to how we handle your data, please see XXXX. Hard copies are available on request. If you would like to discuss this notice or how we will use your personal data, you can contact XXXX on NUMBER or at EMAIL ADDRESS.

National Fraud Initiative (NFI)

This authority is under a duty to protect the public funds it administers, and to this end may use the information you have provided for the prevention and detection of fraud. It may also share this information with other bodies responsible for auditing or administering public funds for these purposes.

For further information, see www.westlancs.gov.uk/nfi

If there is anything you don't understand in this Tenancy Agreement, please ask us. You can also get help from a Citizens Advice Bureau, law centre or a solicitor.

15. Contact Information

We can provide this information on audiotape, CD, large print, Braille, and in other languages as appropriate on request. Visit our website www.westlancs.gov.uk/access

Wszystkie te informacje możemy przekazać na życzenie w formacie audio, na płycie CD, w wersji zapisanej dużym drukiem lub alfabetem Braille'a, bądź też przetłumaczonej na wymagany język. Zapraszamy na stronę www.westlancs.gov.uk/access

Podemos prestar esta informação em gravação áudio, em CD, em letra grande, em Braille e noutras línguas, conforme apropriado e a pedido. Visite o nosso Website www.westlancs.gov.uk/access

16. Definitions

We, Us, Our	West Lancashire Borough Council
You	The tenant, joint tenants
	refers to any building or area which you are entitled or permitted to use in connection with the property in common with tenants or occupiers of other properties. This includes for example any shared driveway.

The property	this includes any gardens, yards, fences, walls or outbuildings)
Working day	Any day the Council buildings are open to the general public.



WEEKLY INTRODUCTORY AND SHELTERED SECURE TENANCY AGREEMENT

This is a legal contract. It describes the rights and responsibilities of you as a tenant and of West Lancashire Borough Council as landlord. Your Tenant’s Handbook explains more about your rights and responsibilities as a tenant. If you are unsure about anything contained in this agreement, you should refer immediately to your Tenant’s Handbook or contact your Housing Officer.

This is an agreement for a weekly tenancy of sheltered accommodation in the property at:

(which includes any gardens, yards, fences, walls or outbuildings)

The name of the tenant(s) is/are:	Date of Birth	National Insurance Number
--------------------------------------	---------------	------------------------------

The tenancy starts on

This agreement is for a weekly tenancy, taking effect as an **INTRODUCTORY TENANCY**, during the period of **ONE YEAR** (unless extended) from the start date, so long as it continues to meet the requirements for such a tenancy including that you occupy the property as your only or principal home.

When the tenancy ceases to be an introductory tenancy, unless it is ended, the tenancy will become a **SECURE TENANCY**, so long as it continues to meet the requirements for such a tenancy including that you occupy the property as your only or principal home.

The total weekly rent at the start of this agreement is £
(Please read Section 2 for details).

Rent will be payable with effect from Monday

Your weekly rent is broken down as follows:

- Net Rent £
- Service Charge/s £
- Heating Charge £
- Furniture Charge £
- Other Charge/s £

If you are moving into furnished accommodation you will also be subject to additional provisions, which will be provided to you when you sign this agreement.

General Information

Housing Officer – Estate Management

Telephone number
01695 585

Housing Officer Rent

Telephone number 01695 585

Repairs telephone number
01695 577177

Date

About this agreement

- 1.1 This is a legal contract. It describes the rights and responsibilities of West Lancashire Borough Council and of you, the tenant. References below to “we” or “us” refer to the Council; references to “you” include, where there is more than one person as the tenant, references to both or each of those persons. By signing this agreement you are agreeing to become our tenant.
- 1.2 During the tenancy, you may end this tenancy by serving a notice in writing on us giving at least 4 weeks’ notice ending on a Monday. The easiest and most reliable way to do this is to use a form you can obtain from your Housing Officer. You must also return your keys to the a Customer Service Point by noon on that day. These are based at The Concourse, Skelmersdale or 52

Derby Street, Ormskirk. If you do not give notice properly and/or do not return the keys, we will be entitled to continue to charge you for the property.

Introductory tenancy

- 1.3 Your introductory tenancy is a trial period. You must show us that you are responsible enough to keep your property.
- 1.4 We can evict you during the introductory tenancy, including where you have broken any of the terms of this agreement or you have not shown us that you are responsible enough to keep your property. You can be evicted much more quickly and easily than a secure tenant.
- 1.5 During the introductory tenancy, you have fewer rights than during the secure tenancy, as indicated below in sections 6.1, 6.2, 7.3, 7.4 and 10.1.
- 1.6 During the introductory tenancy, you may end this tenancy by serving a notice in writing on us giving at least 4 weeks' notice ending on a Monday. The easiest and most reliable way to do this is to use a form you can obtain from your Housing Officer. You must also return your keys to a Customer Service Point by noon on that day. These are based at The Concourse, Skelmersdale or at 52 Derby Street, Ormskirk. If you do not give notice properly and/or do not return the keys, we will be entitled to continue to charge you for the property.

Secure tenancy

- 1.7 As a secure tenant, you have a right to stay in your home. As long as you are a secure tenant, we can only end your tenancy by obtaining and enforcing a court order for possession of your home.
- 1.8 The court will make an order for possession only if we have served on you a proper written notice or the court agrees we do not need to serve a notice. Reasons why we might serve a notice on you are indicated by way of example below. See your Tenants Handbook for more information.
- 1.9 If the tenancy ceases to be a secure tenancy, we can end your tenancy by giving you at least four weeks notice in writing.

We may serve a notice on you and seek to recover possession of your home if for example:

- 1.10 You have not paid rent or service charges that are due or you have not kept to some other condition of this Tenancy Agreement.
- 1.11 You or someone living in or visiting your home has behaved in a way, which has caused or is likely to have caused a nuisance, annoyance or disturbance or has been convicted of using your home or allowing it to be used for immoral

or illegal purposes, or has been convicted of an arrestable offence within the local area.

- 1.12 You, or anyone living with you, have caused your home or any shared areas to deteriorate and, where the deterioration was caused by your lodger or sub-tenant, you have not taken all reasonable steps to remove them.
- 1.13 You, or anyone living with you, have damaged furniture provided by us and, where the damage was caused by your lodger or sub-tenant, you have not taken reasonable steps to remove them.
- 1.14 You, or someone acting at your instigation, have knowingly or recklessly made a false statement which has induced us to grant you the tenancy.
- 1.15 You or your predecessor, who is a member of your family and lives in your home, either gave or received money in connection with an exchange of tenancy.
- 1.16 You refuse to leave a temporary home given to you while work was being carried out to your original home, and you had promised to return your original home when the work was completed.

We can also ask for possession of your home in the following circumstances but we will offer you suitable alternative accommodation if for example:

- 1.17 You overcrowd your home to an extent which is prohibited by law.
- 1.18 We want to demolish, re-build or carry out work to your home or on land let with it and cannot reasonably do this while you are living there.
- 1.19 Your home is in an area included within a re-development scheme approved by the Secretary of State, and we intend to dispose of your home in accordance with the scheme.
- 1.20 You are a former employee living in a property which is part of, or is within the boundary of, a non-housing building, and we need to let your home to another employee.
- 1.21 Your home has been adapted to make it suitable for a physically disabled person but there is no such person living there anymore and we need your home for another disabled person.
- 1.22 Your home is one of a group of homes let to people with special needs and is near a social services or special facility to help people with those special needs, there is no such person living there anymore and we require your home for someone else with special needs.
- 1.23 You are not the spouse or civil partner of the previous tenant who has died but have succeeded to the tenancy on that person's death and the property is larger than you reasonably need. We can only use this ground between six and

twelve months after the date when the previous tenant died or, if the court so directs, the date when the court considers we became aware of the death. Such cases will be treated sensitively and the policy appropriately applied.

This agreement

1.24 Your tenancy agreement is set out like this:

- 2. Your rent**
- 3. Looking after your home**
- 4. You and your neighbours**
- 5. Involvement in the running of your home**
- 6. Using your home**
- 7. Moving to another Council home**
- 8. When your tenancy ends**
- 9. Succession and assignment**
- 10. Right to buy**
- 11. Notices**
- 12. Acceptance of this agreement**

If you are moving into furnished accommodation, you will also be subject to additional provisions, which will be provided to you when you sign this agreement.

1.25 In this agreement, the term communal areas refers to any building or area which you are entitled or permitted to use in connection with the property in common with tenants or occupiers of other properties. This includes for example any shared driveway.

1.26 A person who is not a party to this agreement is not intended to have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

2. Your rent

- 2.1 Your rent **must** be paid on time. It is due in advance on each Monday. There are occasional non-collection weeks in each year when no rent is due (although people with rent owing, called ‘arrears’, must continue to pay in these weeks).
- 2.2 If you do not pay your rent, we can seek to obtain possession of the property.
- 2.3 If you have any difficulty paying your rent, you should contact your housing officer immediately. We will be able to offer you specialist rent and money advice. This specialist rent and money advice is an independent service that will take into account all the debts you have and not just those you have with the Council. Any information or personal details that you provided when discussing any debts you have will be treated strictly in a private and confidential manner. You may also, depending on your circumstances, be able to claim housing benefit. Ask for a housing benefit claim form from your Housing Officer.
- 2.4 The amount of rent you pay depends on the type of property you live in. If there are any special charges for the property, you will find full details above.
- 2.5 Joint tenants are reminded that they are each responsible for making sure that the rent is paid in full. As regards rent this means that we can recover from any of the persons named in this agreement the rent and all the arrears owing for the property arising from the date of this agreement until the time this tenancy is properly ended.
- 2.6 The rent may be increased or decreased from time to time. We will give you notice in writing before any rent change.

3. Looking after your home

What the Council must do

- 3.1 **We must** keep the structure and exterior of your home in repair and keep in repair and proper working order relevant installations for the supply of utilities and sanitation and for heating. This obligation arises under s11 Landlord and Tenant Act 1985 (or succeeding legislation) and the description of it here does not enlarge what we are required to do. We will repair:
- Window frames, external doors, drains, gutters, outside pipes.
 - Kitchen and bathroom fixtures – basins, sinks, toilets, baths.
 - Electrical wiring and gas and water pipes.
 - Heating equipment and water-heating equipment.

If you live in a block of flats, **we must** repair any communal areas around your home such as stairs, lifts, landings, lighting and entrance halls, though only if the enjoyment of your home or such areas is affected.

- 3.2 **We will** install, maintain and test speech alarm and fire detection equipment.
- 3.3 **We are not** liable to carry out works or repairs for which you are liable yourself following a breach of your obligations under this agreement. In particular, **we are not** liable to carry out works or repairs which have become necessary owing to your failure to use the property in a tenant-like manner.
- 3.4 Once you have reported to us a defect which we are liable to repair, we will tell you when the repair work is to be completed and we will do such work within a reasonable period of time.
- 3.5 **If** we make your property untidy when we do a repair, we will tidy up once the repair is complete.

Your rights

- 3.5 In **some** cases you have a legal ‘right to repair’; you may be able to get compensation if certain repairs are not done on time. Ask your housing officer for more information.
- 3.6 **You may** put in certain improvements of your own, such as central heating, a shower, gas fire, a satellite dish, artex finishes, laminate flooring or ceramic tiling. **But you must** get our agreement in writing before doing any work like this. We will not refuse permission unless there is a good reason. (You may also need planning and building regulation approval).
- 3.7 Any improvement that you make must be left behind if you leave the property unless we give you written consent to remove it.
- 3.8 **If** you have obtained written permission for an improvement, **you may** when you move out be able to claim compensation from the Council. Ask your housing officer for more information.

Your responsibilities

- 3.9 **You must not** without our permission make structural or other alterations to the property.

Examples are:

- Removing internal walls and doors
- Putting up a garage or Carport
- Greenhouse, shed or fence
- Off road Parking
- Solar Panels

- Laminate Flooring
- Kitchens bathrooms or showers

3.10 **If** you make an improvement or alteration to the property **without** written permission it can have the following effects.

We may:

- Tell you to return it to the way it was before. If you don't, the Council may do the work and require you to pay for it.
- Seek possession of the property.
- In certain circumstances, refuse to agree to your exchanging the property with another tenant.
- Refuse to agree to your transferring to another property.
- Increase the price of the property on any purchase by you.

Also, you will not be able to claim compensation from us as in 3.9.

3.11 **You must** keep the property in good condition, and free from vermin, and use it and the fixtures and fittings responsibly. This includes not tampering with gas or electricity meters.

3.12 **You must** take good care of any equipment installed by us in the property and you must not remove it from your home.

3.13 **If** damage is caused to any of the equipment installed by us in the property, we may do any necessary works and charge you for these works. This includes any damage caused by your family (including children) and other people, or if you fail to take good care of the equipment.

3.14 **You must** keep your garden clean and tidy, for example, by cutting the lawn and trimming the hedges. **You must** not use the gardens for the storage of rubbish, scrap or other unsightly objects. If the garden is overgrown – and there is no good reason, why you can't do it, we can clear it and charge you for the work. **We might** be able to help you if you are elderly or disabled. Ask your housing officer for more information.

3.15 **You are responsible** for decorating inside your home. If you are elderly or disabled, a voluntary organisation may be able to help you, depending on where you live. Ask your housing officer for more information.

3.16 **You must** report immediately any faults or damage to the property that we have a duty to repair.

3.17 **You must** repair or replace parts of the property and/or fixtures where damage has been caused deliberately (smashed windows or broken doors for example),

or by neglect (not reporting a leaking pipe for example). This includes damage by your family (including children) and other people. If you do not do so, we may do any necessary works and charge you for the work. In certain circumstances where damage has been caused through acts of vandalism by people unknown to you, we may undertake a repair if you have reported the incident to the police.

- 3.18 **You are responsible** for doing small repairs, such as replacing basin plugs and chains or internal fittings such as curtain and coat hooks. **You are also responsible** for security to your home, including replacement of lost keys or the fitting of additional locks. Please see your Tenant's Handbook for more information on what repairs you are responsible for. For people who are over the age of 60 or disabled, we may, in certain circumstances, do some small repairs for you. Ask your Housing officer for more information.
- 3.19 **You are responsible** for repairing and maintaining your own equipment such as cookers or washing machines.
- 3.20 **You must** allow Council workers and people sent by us into the property to inspect and carry out repair and improvements, including in relation to any equipment installed in the property. Never let anyone in without seeing some official identification. (If you are in doubt, contact your Housing Officer during office hours or the emergency number at other times. These numbers are in your Tenant's Handbook). In emergencies, we will need access immediately. If you do not let us in, you could be putting yourselves and your neighbours at risk. If you do not let us in, we can take legal action to enter your home and you may have to pay the costs.
- 3.21 In a property with a communal area, you must keep that area in a clean and tidy condition and free from obstruction.
- 3.22 **You must not** keep mopeds mobility scooters or motorbikes inside your home or in communal areas (such as entrance halls, stairs or landings) without our written permission. Mopeds, motorbikes, cars and other vehicles must be kept in designated parking areas only.
- 3.23 Where your home is served by a communal aerial, you **must not**, without the written permission of the Council, erect a satellite dish, radio aerial or TV aerial. Please ask your housing officer for details.
- 3.24 **You must not** erect an external CB aerial or other such receiving or transmitting equipment without our written consent. Please check with your housing officer if you are in any doubt.
- 3.25 **You are responsible** for repairing and maintaining the TV aerial to your property.

4. You and your neighbours

Everyone in West Lancashire has the right to live their life in the way in which they want. From time to time, however, the way in which some people live their lives upsets their neighbours, causing considerable distress and in some cases fear. We want all residents of West Lancashire to have a good relationship with each other. We do, however, recognise that problems will arise. The section below sets out certain things that you must not do whilst living in your property. If everyone follows these rules, West Lancashire will be a much more peaceful and pleasant place to live. This is not to say though, that we expect people to complain to us every time their neighbours, for example, argue or slam doors. We recognise that this is a part of everyday life. A good neighbour will tolerate and understand the different lifestyles of others. We will, however, treat any reports of people harassing or causing persistent nuisance, annoyance or disturbance to their neighbours in whatever fashion, very seriously. If we believe that action should be taken through the courts to prevent this happening, then we will do so. We will also seek to evict you from your home in instances where we believe this is the best option to enable your neighbours to live free from such matters. Everybody has responsibilities to their neighbours. This section sets out these responsibilities.

Your responsibilities

- 4.1 **You are responsible** for the behaviour of every person (including children) living in or visiting your home. You are responsible for them in your home, on surrounding land, in communal areas (stairs, lifts, landings, entrance halls, paving, shared gardens, parking areas) and in the locality around your home.
- 4.2 **You and they must not** cause a nuisance, annoyance or disturbance to any other person. Examples include, but are not limited to:
- Loud music, persistent dog barking and fouling, offensive drunkenness, rubbish dumping, playing ball games close to someone else's home.
- 4.3 **You and they must not** harass any other person including Council workers and any person sent by the Council. Examples of harassment include, but are not limited to:
- Racist behaviour or language, using or threatening to use violence, using abusive or insulting words or behaviour, damaging or threatening to damage another person's home or possessions, writing threatening abusive or insulting graffiti, or any course of conduct which alarms or causes distress to other people.
- 4.4 **You and they must not** use your home or any communal area for illegal activity such as selling, producing, cultivating, storing or using drugs, the sale and/or storage of stolen property, the sale or storage of unlicensed firearms or any dangerous or immoral activities.

- 4.5 **You and they must not** damage, deface or put graffiti on Council property. You will have to pay for the cost of putting right any such damage and we may also seek possession of the property.
- 4.6 **You and they must not** interfere with security and safety equipment in communal blocks, doors should be jammed open and strangers **must not** be let in without identification.
- 4.7 **You and they must** co-operate with Council workers and other people sent by the Council in dealing with any aspects of your tenancy and this agreement.
- 4.8 **You and they must not** cause or threaten violence, harass, or use mental, emotional, or sexual abuse which would cause anyone who lives with you to leave or want to leave the home.
- 4.9 **You must not** keep a dog if you live in a flat, bed-sit or maisonette. This does not include registered guide dogs for the blind or registered hearing dogs for the deaf.
- 4.10 If your property has the use of a communal garden, **you must** ensure that you do not store or dispose of any household items or refuse in this area.
- 4.11 **You must not** keep any animal that we decide is unsuitable for your home. If you are in any doubt at all, ask your housing officer. Your pet or pets must be kept under control and must not cause nuisance, annoyance or disturbance to any other person. In particular, dogs must not be allowed to continually bark or howl or to roam without proper supervision, and **you must** ensure that you hygienically dispose of any fouling by your animal in the vicinity or neighbourhood of the property.
- 4.12 **You must not** use your home for the commercial breeding of animals. **You must** co-operate with us, and your neighbours to keep any communal areas clean, tidy and clear of obstruction.
- 4.13 **You must not** run a business from your home without our agreement in writing and planning permission (if required). In particular, **you must not** repair vehicles that belong to anyone not living in your home without our written permission and, in any case, the carrying out of such repairs must not cause a nuisance or annoyance to your neighbours.
- 4.14 **You must not** park a vehicle on your property except on the 'hard-standing' (a driveway or paved area constructed and intended for parking). **You must not** park or position a caravan, motor home, boat or trailer anywhere within the boundaries of your home, on a communal area or on any communal parking areas without our agreement in writing. This only applies to areas of land owned by the Council, your Housing Officer will advise you as to which land the Council owns. You and your visitors **must not** park anywhere that would obstruct emergency services.

- 4.15 **You must not** do major car repairs or park an illegal or un-roadworthy vehicle on the land around your home or on the road outside.
- 4.16 **You must not** construct a hardstanding, without the Council's written permission.
- 4.17 **You must not** keep or use paraffin or any other dangerous material in your home or in communal areas. In certain circumstances, you may with our written permission keep and use bottled gas, please check with your housing officer.

Council's Responsibilities

- 4.18 We shall give you help and advice if you report nuisance or harassment. We will look into your complaints and we will inform you in writing of what action we will take.

1. Tenant Involvement

Council's Responsibilities

- 5.1 **We must** ask your views about any proposals to change the tenancy agreement. We may change the terms of the tenancy by serving a notice of variation on you.
- 5.2 **We must** ask your views about any proposals that substantially affect you in respect of housing management. An example would be if we were to undertake a modernisation programme to your home.
- 5.3 Although we do not have to consult you about increases or decreases to the rent or any service charges, we will tell you in writing at least four weeks before any rent change, or one week before any change to the service charge.

6. Using your home

Your rights

- 6.1 **You may** take in lodgers during the secure tenancy, but not during the introductory tenancy. A lodger is someone who lives in your home but doesn't have exclusive right to any one part of it. They will often get some sort of service from you such as cooking or cleaning. **You must not** overcrowd the property and if you receive housing benefit or similar assistance with your rent, **you must** tell your Housing Officer straight away.
- 6.2 **You may** sub-let part of your home during the secure tenancy, but not during the introductory tenancy and you must get our agreement in writing first. Sub-letting means that someone pays rent to have exclusive right to part of your home. You can't sub-let the whole of your property. **You must not** overcrowd

the property and if you receive housing benefit or similar assistance with your rent, **you must** tell your Housing Officer straight away.

Your responsibilities

- 6.3 **You must** use your Council property as your only or main home.
- 6.4 **You must** tell your Housing Officer if you will be away from home for more than six weeks. Please see your Tenant's Handbook for the reasons why we require you to do this.
- 6.5 **You must not** overcrowd your home.
- 6.6 **You must** observe the role and instructions of any Older Persons Support Officer in respect of fire, and health and safety issues within the scheme. Additionally the Older Persons Support Officer provides other services, such as daily visits to ensure your safety and wellbeing and you will be expected to co-operate in this process.

7. Moving to another Council Home

Your rights

- 7.1 **You may** apply to transfer to another Council home, however, you will have to go on the housing register. **You may not** be allowed to transfer to another Council home if:
 - You owe any rent.
 - You have not kept your home and garden in the condition required by this agreement.
 - You have made improvements or alterations without our written agreement (we may tell you to return your home to the way it was before).
 - You are adequately housed already.

Note: If you are allowed to transfer to another home, **you must** leave all authorised improvements and alterations behind, unless we give you written permission to remove them.

- 7.2 **You have the right** to see our rules for deciding who gets offered a Council home.
- 7.3 **You have the right**, during the secure tenancy but not during the introductory tenancy, to swap your home (called an 'exchange') with another tenant of this

Council, any other Council or some other social landlords such as housing associations. But **you must** get our agreement in writing first. We cannot refuse permission unless, for example:

- One of the homes would be over-crowded.
- Certain legal action is being taken to get possession of any of the homes involved.
- The exchange would mean that a home adapted for elderly or disabled people would have no one living there who needed the adaptation.
- One of the homes would be obviously too large for the new tenants.

Note: There are other grounds on which the Council can refuse to give you permission to move, although these are unusual, please ask your Housing Officer for details and for more information on the examples given.

- 7.4 **You have the right**, during the secure tenancy but not during the introductory tenancy, to swap your home (called a “transfer of tenancy”) under an arrangement whereby with one or more other tenants you all request your landlords to grant new tenancies so that you can each move, provided certain conditions are met and subject to certain grounds on which any of the landlords may refuse the requests. Please ask your Housing Officer for details.

Council’s rights

- 7.5 **We may** set certain conditions that you must meet before an exchange can go ahead. Such conditions may be that you must not owe any rent or be in breach of any of the terms of this agreement, for example:

- You must have kept your property and garden in the condition required by this agreement.
- If you have made improvements or alterations without our written agreement, you must return the home to the way it was before.

Note: If you are allowed to exchange homes, **you must** leave all improvements and alterations behind, where we have given you permission to put them in.

- 7.6 If an exchange takes place without our written agreement, we may take legal action to recover possession. In some instances you may not be allowed to return to your original home and may not be offered alternative housing.
- 7.7 If your home has been built or adapted for use by a disabled person or is one of a group of homes let to people who need special facilities, for example, sheltered housing for the elderly, and there is no longer a disabled person or a person requiring such special facilities residing there, we may require you to

move. This will only be in exceptional cases and if this happens you will be offered somewhere else to live that is suitable for you.

8. When your tenancy ends

Your responsibilities

- 8.1 **If** you do not leave the property vacant and give us the keys, **you will** remain liable for the rent or charges for the property.
- 8.2 **You must** leave the property, the fixtures and any furnishings we have provided in good condition when you go. This includes any improvements or alterations that you have made with our permission. **Do not** leave any of your belongings behind; if you do, we will dispose of them (however small) and charge you for doing so. This includes any bags of rubbish you leave behind.
- 8.3 **You must** pay for repair or replacement if damage has been caused deliberately or by your own neglect. You will not have to pay for normal wear and tear. If you have made improvements or alterations without our written consent and you have not returned the home to the way it was before, we may do so and charge you for this. Prior to any transfer to another Council property, we will inspect and advise you in writing as to the extent of any repair or replacement **you must** do before you are allowed to move.
- 8.4 **You must not** leave anybody else living in your home when you move out. If you do you may be liable for rent until we get possession and you will not be able to claim housing benefit or similar assistance with the rent for this period.
- 8.5 **You may not** be given another Council home in the future if during a previous tenancy with us:
- You were evicted
 - You abandoned your home (left without returning the keys).
 - You still owe rent
 - You left your home in poor condition and have not paid for repair or replacement.
- 8.6 If you are **joint tenants**, any one of you can end the tenancy by giving us four weeks written notice. We will decide if any of the other joint tenants can remain in the home.

9. Succession and assignment

- 9.1 If you are a joint tenant, on your death any surviving tenant will retain the tenancy.

- 9.2 Otherwise, if you die, the introductory or the secure tenancy of your home will pass to your spouse or civil partner by statutory succession. This is provided you did not succeed to the tenancy and also that your partner is living at the property as their only or main home at the time of your death.
- 9.3 The person who takes over your tenancy from you on succession if you die becomes an introductory or secure tenant (as appropriate), which means they keep their council home under the terms of this agreement. If **they** die, the tenancy will **not** go **automatically** to their partner or relative but **we may** agree to a further tenancy for them.
- 9.4 **You may not**, in general, assign or transfer the tenancy to anyone else. There are certain exceptions to this, including an exchange or transfer as mentioned above. Ask your Housing Officer for further information. Provided that you obtain our written agreement, you may transfer the property to someone who is entitled to succeed to it if you died. If you do transfer the property without our written agreement, we may take legal action to recover possession.

10. Right to buy

- 10.1 **You have the right**, during the secure flexible tenancy but not during the introductory tenancy, to buy your home in certain circumstances and subject to various requirements. Ask your Housing Officer for further information.

11. Notices

- 11.1 Any notice to be given by the Council shall be in writing, under the hand of its officer or agent, and shall be sufficiently served if left at the property or sent by prepaid post to the tenant at the property. Notice may also be served personally.
- 11.2 **Notice under sections 48 of the Landlord and Tenant Act 1987.** Notices to the Council should be in writing and any notice (including notice in proceedings) may be served on the Council at Elson House, 49 Westgate, Skelmersdale, Lancashire, WN8 8LP.

12. Signature of acceptance

I (or we) understand, agree and accept the conditions of this tenancy agreement and I (or we) confirm that the information given in the housing application form and any information given to obtain this tenancy was and still is true.

- 1.....
- 2.....
- 3.....

4.....

Signed on behalf of West Lancashire Borough Council

.....

Date.....

The information you have given on this Tenancy Agreement will be held on a computer system registered under the Data Protection Act. We must protect public funds and so we may use the information you have provided to prevent and detect fraud. We may also share this information, for the same purposes, with other organisations that handle public funds. We may use certain information from this Tenancy Agreement in connection with your Council Tax account and Council rent account or payment of utilities.

If there is anything you don't understand in this Tenancy Agreement, please ask a housing officer. You can also get help from a Citizens Advice Bureau, law centre or a solicitor.

National Fraud Initiative (NFI)

This authority is under a duty to protect the public funds it administers, and to this end may use the information you have provided for the prevention and detection of fraud. It may also share this information with other bodies responsible for auditing or administering public funds for these purposes.

For further information, see www.westlancs.gov.uk/nfi

We can provide this information on audiotape, CD, large print, Braille, and in other languages as appropriate on request. Visit our website www.westlancs.gov.uk/access or telephone 01695 577177

Wszystkie te informacje możemy przekazać na życzenie w formie audio, na płycie CD, w wersji zapisanej dużym drukiem lub alfabetem Braille'a, bądź też przetłumaczonej na wymagany język. Zapraszamy na stronę www.westlancs.gov.uk/access lub prosimy o kontakt telefoniczny pod nr 01695 577177.

Podemos prestar esta informação em gravação áudio, em CD, em letra grande, em Braille e noutras línguas, conforme apropriado e a pedido. Visite o nosso Website www.westlancs.gov.uk/access ou telefone para o 01695 577177.

Equality Impact Assessment Form	
Directorate: Housing & Inclusion	Service: Housing Management
Completed by: Nicola Bradley	Date: 18.5.18
Subject Title: Tenancy Agreement	
1. DESCRIPTION	
Is a policy or strategy being produced or revised:	Yes
Is a service being designed, redesigned or cutback:	No
Is a commissioning plan or contract specification being developed:	No
Is a budget being set or funding allocated:	No
Is a programme or project being planned:	No
Are recommendations being presented to senior managers and/or Councillors:	Yes
Does the activity contribute to meeting our duties under the Equality Act 2010 and Public Sector Equality Duty (Eliminating unlawful discrimination/harassment, advancing equality of opportunity, fostering good relations):	Yes
Details of the matter under consideration:	Update to the Councils Tenancy Agreements
<p><i>If you answered Yes to any of the above go straight to Section 3</i></p> <p><i>If you answered No to all the above please complete Section 2</i></p>	
2. RELEVANCE	
Does the work being carried out impact on service users, staff or Councillors (stakeholders):	Yes
<p>If Yes, provide details of how this impacts on service users, staff or Councillors (stakeholders):</p> <p><i>If you answered Yes go to Section 3</i></p>	The updated tenancy agreement will provide new and current tenants with a document that is clearer and easier to understand.
<p>If you answered No to both Sections 1 and 2 provide details of why there is no impact on these three groups:</p> <p><i>You do not need to complete the rest of this form.</i></p>	

3. EVIDENCE COLLECTION													
Who does the work being carried out impact on, i.e. who is/are the stakeholder(s)?													
If the work being carried out relates to a universal service, who needs or uses it most? (Is there any particular group affected more than others)?	The Policy will be applied to existing and future Council Tenants and will not disadvantage any one group in terms of their housing needs and our ability to meet them.												
Which of the protected characteristics are most relevant to the work being carried out? Age Gender Disability Race and Culture Sexual Orientation Religion or Belief Gender Reassignment Marriage and Civil Partnership Pregnancy and Maternity	Yes No Yes No No No No No No No												
4. DATA ANALYSIS													
In relation to the work being carried out, and the service/function in question, who is actually or currently using the service and why?	<p>The Councils Tenancy Agreement describes the rights and responsibilities of our tenants.</p> <p>The following table shows the breakdown in terms of age of main tenant in our homes. The high proportion of over 60s reflects the fact that a high level of the Council's housing stock is designated as Older Persons Housing.</p> <table border="1"> <thead> <tr> <th>Age</th> <th>Number of applicants</th> </tr> </thead> <tbody> <tr> <td>16-24</td> <td>203</td> </tr> <tr> <td>25-35</td> <td>1046</td> </tr> <tr> <td>36-60</td> <td>2389</td> </tr> <tr> <td>60+</td> <td>2195</td> </tr> <tr> <td>Grand Total</td> <td>5833</td> </tr> </tbody> </table> <p>12.5% of tenants have a known disability.</p>	Age	Number of applicants	16-24	203	25-35	1046	36-60	2389	60+	2195	Grand Total	5833
Age	Number of applicants												
16-24	203												
25-35	1046												
36-60	2389												
60+	2195												
Grand Total	5833												
What will the impact of the work being carried out be on usage/the stakeholders?	Whilst the Tenancy Agreement document may have a very different look and feel it is important to note that we have not made												

	any changes to the rights and responsibilities of our tenants.
What are people's views about the services? Are some customers more satisfied than others, and if so what are the reasons? Can these be affected by the proposals?	There is no satisfaction data available which directly relates to the Tenancy Agreement.
What sources of data including consultation results have you used to analyse the impact of the work being carried out on users/stakeholders with protected characteristics?	Data relating to current and prospective Council Tenants. Data relating to the allocations of housing.
If any further data/consultation is needed and is to be gathered, please specify:	12 week public consultation to be carried out with customers and other interested agencies and support groups.
5. IMPACT OF DECISIONS	
In what way will the changes impact on people with particular protected characteristics (either positively or negatively or in terms of disproportionate impact)?	It is not anticipated that there will be any negative effect on any client group. The easier to read format will benefit all groups.
6. CONSIDERING THE IMPACT	
If there is a negative impact what action can be taken to mitigate it? (If it is not possible or desirable to take actions to reduce the impact, explain why this is the case (e.g. legislative or financial drivers etc.).	There is no negative impact.
What actions do you plan to take to address any other issues above?	No actions <i>If no actions are planned state no actions</i>
7. MONITORING AND REVIEWING	
When will this assessment be reviewed and who will review it?	1 year after implementation by Tenancy Service Manager



CABINET: 12 June 2018

EXECUTIVE OVERVIEW &
SCRUTINY COMMITTEE: 28 June
2018

Report of: Director of Housing and Inclusion

Relevant Portfolio Holder: Councillor J. Forshaw

Contact for further information: Mrs N. Bradley (Extn. 5296)
(E-mail: nicola.bradley@westlancs.gov.uk)

**SUBJECT: HOUSING ALLOCATIONS AND PET POLICIES –
CONSULTATION FEEDBACK**

Wards affected: Borough wide

1.0 PURPOSE OF THE REPORT

- 1.1 To consider feedback received during public consultation on proposed amendments to the Housing Allocations Policy.
- 1.2 To consider feedback received during public consultation on the proposed introduction of a Pet Policy.

2.0 RECOMMENDATIONS TO CABINET

- 2.1 That the updated Draft Housing Allocations Policy attached at Appendix 1 be approved.
- 2.2 That the updated Draft Pet Policy attached at Appendix 2 be approved.
- 2.3 That the implementation of the Draft Pet Policy be restricted to sheltered housing.
- 2.4 That the Director of Housing and Inclusion, in consultation with the relevant Portfolio Holder, be given delegated authority to make minor drafting updates and changes arising from new legislation as required to both policies.
- 2.5 That the call in procedure is not appropriate for this item as the report will be submitted to the meeting of the Executive Overview and Scrutiny Committee on 28th June 2018.

3.0 RECOMMENDATIONS TO EXECUTIVE OVERVIEW & SCRUTINY COMMITTEE

- 3.1 That following consideration of the report any agreed comments be submitted to the relevant Portfolio Holder.
-

4.0 BACKGROUND

- 4.1 The Draft Housing Allocations Policy and Pet Policy were considered at Cabinet, Landlord Services Committee & Executive Overview and Scrutiny Committee in January 2018.
- 4.2 A 7 week public consultation exercise was then undertaken from 1 February 2018.

5.0 SUMMARY OF FEEDBACK ON HOUSING ALLOCATIONS POLICY

- 5.1 Concerns were raised by Members that reducing the age limit on sheltered accommodation may lead to an increase in neighbour nuisance. The proposal is to reduce the age limit from 60 to 55 for sheltered housing bungalows and Category II sheltered schemes with communal facilities.
- 5.2 It has been common allocation practice to allocate bungalows to individuals in the 55-60 age bracket in bungalows, where there was a medical need for this type of accommodation, there is no indication that this has created management difficulties.
- 5.3 For Category I sheltered flats, the proposal is that applications will be considered from households where all members are over 50 years of age. This would primarily apply to the 30 sheltered flats in Lambourne, where the age profile is already very mixed, with 9 tenants in their 60s, 10 in their 70s, and 8 in their 80s.
- 5.4 At present the Council has designated areas where a Local Connection criteria operates, this awards preference for housing in these areas to those applicants who live or have family in the area. The system is complex to administer, difficult for customers to understand and seen as unfair.
- 5.5 Feedback regarding the proposal to remove the current 50% Local Connection areas from the Local Lettings Policy received six comments from members of the public which focused on the lack of affordable housing primarily in the Ormskirk area.
- 5.6 In the interests of ensuring the Councils Allocations Policy supports that we house those applicants in most need, and are providing all the boroughs residents with a choice of areas in which they would like to live, it is recommended that proposed changes to local connection are accepted.
- 5.7 A further comment was made suggesting that some local connection areas could be combined. Awarding the same preference to those applicants in neighbouring

villages may be seen to be unfair and is not consistent with the aim of keeping local communities together, whilst still helping those in most need.

5.8 A number of minor grammatical changes were highlighted and the draft policy will be updated accordingly

5.9 Some minor amendments to the policy have been made to comply with requirements of the Homelessness Reduction Act 2017.

6.0 SUMMARY OF FEEDBACK ON HOUSING PET POLICY

6.1 In addition to the Housing Allocations Policy we also consulted on proposals to implement a Housing Pet Policy.

6.2 Whilst no feedback on the policy was received from individual tenants or the public, the feedback from officers and members on this subject has been very mixed, with strong views on responsible pet ownership and in particular allowing pets in general need blocks of flats.

6.3 Whilst those who are 'for' allowing pets in flats have specified the benefits of pet ownership in addressing issues of loneliness which we believe is positive, those 'against' allowing pets in flats have expressed concerns regarding dogs barking, fouling and general nuisance. It was felt that enforcement of the policy would be difficult and that dog ownership in general needs block would impact on the cleanliness of communal areas.

6.4 There were a number of comments regarding the size of dogs, it is therefore proposed that references to size are removed from the policy.

6.5 Comments were also made regarding:

- Two cats should be allowed
- Insurance should be encourage but not mandatory
- Allowing pets in ground floor general needs only discriminates against those in upper floors.

These points were accepted and the draft policy changed accordingly.

6.6 In view of these concerns it would be prudent to introduce the policy in sheltered properties only. This would help address the issue of low demand for sheltered housing whilst providing an opportunity to review and address any problems associated with operating the Policy.

7.0 SUSTAINABILITY IMPLICATIONS

7.1 There are no significant sustainability impacts associated with this report and, in particular, no significant impact on crime and disorder.

8.0 FINANCIAL AND RESOURCE IMPLICATIONS

8.1 There are some financial/ resource implications arising from this report in respect of updating the Choice Based Lettings software, however these will be met using existing resources.

9.0 RISK ASSESSMENT

9.1 The actions referred to in this report offer an opportunity to make the best use of council housing stock, address issues of affordability and reduce the financial impact of hard to let sheltered housing, and the high proportion of allocations made to transferring council tenants.

Background Documents

There are no background documents (as defined in Section 100D(5) of the Local Government Act 1972) to this Report.

Equality Impact Assessment

There is a direct impact on members of the public, employees, elected members and / or stakeholders, therefore an Equality Impact Assessment is required. A formal equality impact assessment was attached as Appendix 3 of the original report, the results of which have been taken into account in the Recommendations contained within this report

Appendices

Appendix 1 - Draft Housing Allocations Policy

Appendix 2 - Draft Pet Policy

Appendix 3 - Scenarios

Appendix 4 - Local Connection Data

Appendix 5 – Minute of Cabinet 12 June 2018 (Executive Overview and Scrutiny Committee only) – to follow

WEST LANCASHIRE BOROUGH COUNCIL
HOUSING ALLOCATIONS POLICY



April 2018

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1.0 Introduction

- 1.1 This document sets out West Lancashire Borough Council's Housing Allocations Policy and contains the priorities and procedures for allocating Council homes and nominations to Private Registered Providers of Social Housing in the borough.
- 1.2 The Allocations Policy takes into account all legal requirements outlined in the Housing Act 1996, Part VI and amendments made under the Homelessness Act 2002, the Localism Act 2011 and the Homelessness Reduction Act 2017.
- 1.3 The Director of Housing & Inclusion has the delegated authority to make amendments to this policy where there have been legislative changes.
- 1.4 This current version came into effect on the xxxxx (Date to be added when policy is agreed)

2.0 Aims & Objectives

- 2.1 The Policy aims to:
 - Discharge the Council's statutory duties as contained in Part VI and VII of the Housing Act 1996, as amended by the Homelessness Act 2002, the Localism Act 2011 and the Homelessness Reduction Act 2017
 - Offer customers information to enable them to make informed choices about their housing options
 - To provide an easy to understand, fair and transparent system
 - Make the most effective use of the local housing stock
 - Ensure and promote equality of opportunity
 - Promote sustainable tenancies and communities

3.0 Principles of the Allocation Scheme

- 3.1 The Council is committed to the provision of a customer focussed and equitable allocations scheme in accordance with the following general principles:
 - All those seeking an allocation of social housing from the authority (or its partner Private Registered Providers), must apply to join the housing register
 - All applicants aged 18 or over who are eligible will be allowed to join the scheme unless they are disqualified
 - Applicants for social housing are assessed in terms of their housing needs and are banded accordingly

- Allocations will be made on the basis of the applicant's priority band and within each band on the basis of any economic or community contribution and the date the level of priority was awarded
- In the designated local connection areas applicants who have a local connection with a particular housing area will be given preference for an allocation in that area over applicants with the same level of housing need i.e. in the same band, who do not have a local connection
- Applicants will be given choice and may express their preferences with regards to areas of choice
- Nominations for allocations by partner Private Registered Providers will be made on the same basis as for the letting of Council accommodation
- Accommodation is allocated in accordance with the guidelines on household types, property size and type of property

4.0 Scope of Policy

4.1 This Policy applies to all applications for:

- An allocation of Council accommodation
- A transfer of accommodation from existing Council tenants or tenants of other social landlords
- Nominations to Private Registered Providers

5.0 Allocations excluded from the scheme

5.1 The following in particular are excluded from the allocations scheme:

- Mutual Exchanges
- Succession or assignment of tenancy
- Tenancies granted or disposed of by a court order made under the Matrimonial Causes Act 1973; Matrimonial and Family Proceedings Act 1984, the Children Act 1989 or the Civil Partnership Act 2004
- Where an introductory tenancy becomes a secure tenancy
- Other special cases where it may be necessary for the authority to make an allocation outside the terms of the scheme

6.0 Equality of Opportunity in Housing

6.1 We aim to make every effort to ensure that all sectors of the community have equal access to services offered by the council. No person will be treated less favourably on the grounds of Age, Disability, Gender Reassignment, Marriage and Civil Partnership, Pregnancy and Maternity, Race, Religion and Belief, Sex and Sexual Orientation

7.0 Policy on Choice

7.1 The Council is committed to offering applicants a choice of accommodation and allowing them to express their preferences, through West Lancs HomeFinder, its choice based letting scheme. However, the Council may not be able to meet all requests due to the level of demand or availability of accommodation. Applicants will therefore be given advice and information to help them understand their options and make informed choices

7.2 All vacant properties will be advertised and applicants are required to actively seek and 'bid' for properties in which they are interested. Applicants would only be considered for a property if it was a suitable size and type for their household. Applicants expressing an interest in a particular property will be shortlisted and the applicant with the highest priority (in the highest band for longest) will be made the offer and invited to view the property

8.0 The HomeFinder Scheme

8.1 Advertising

Properties which are empty or due to become empty will be openly advertised daily on a 6 day cycle, at www.westlancshomefinder.co.uk. The scheme extends to include accredited private landlords, and Private Registered Provider vacancies

8.2 Description

Adverts will include the following information about the property:

- The location including street name
- Size and type of property
- Weekly rent and service charges
- Type of heating
- If there is a garden and whether this is communal
- Details of any disabled adaptations
- Availability of a lift
- Parking facilities

8.3 Labelling

Adverts will also detail who is eligible to bid for a property i.e.:

- Size and type of household that the property is suitable for
- Any restrictions on age e.g. over 40s only
- Whether it is sheltered accommodation
- If pets allowed
- If preference is given to applicants with a local connection to the village

Properties will be advertised daily, with each advert running for 6 days.

8.4 Expressions of Interest.

Applicants will be able to express their interest (bid) on a property in a number of ways:

- Via the West Lancs HomeFinder website
- By automated telephone line

All applicants on the housing register can bid on a maximum of 3 properties at any one time. Applicants who have already accepted an offer of a property will be ineligible to bid.

8.5 Direct Lets

Whilst the Council aims to allocate all its empty properties via the CBL scheme, it reserves the right to direct match applicants to properties in exceptional circumstances, these would include:

- Public protection cases
- Successor tenants or those left in possession of a West Lancashire Council property
- Temporary or permanent decants
- Properties that have been significantly adapted
- Temporary accommodation
- Extra Care Sheltered accommodation
- Where a local lettings policy applies e.g. new build accommodation (see 23.2)

8.6 Available Now Properties

The council will be more flexible in its approach to allocating properties where the normal advertising system has failed to identify a suitable tenant. These 'Available Now' properties are let on a first come first served basis, irrespective of an applicant's band or bedroom requirements. However in cases where we receive more than one expression of interest, consideration will then be given to applicants banding and best use of housing stock.

Expressions of interest may also be considered from those applicants who may not normally be considered eligible, e.g. elderly owner occupiers who are interested in moving to an Available Now Sheltered Property.

This means that couples without children or with grown up children who would normally not qualify would be able to be considered for a house. Applicants still need to be registered and approved on the housing register as normal.

An 'Available Now' property is any property that has been advertised via HomeFinder and either received no bids or where refusals have resulted in an empty shortlist. Before designating as 'available now' the property

will have been made available for bidding to all applicants who would be eligible for the property type e.g. a 3 bed house would have been made open to all applicants eligible for 2 or 3 bed houses.

Available now properties are advertised on the HomeFinder website as normal. Applicants can express an interest by emailing the contact details on the individual advert.

8.7 Feedback

Information on all the properties let through the CBL system will be provided on the West Lancs HomeFinder website. This will include the following information:

- Lettings results – property type and neighbourhood
- The total number of bids made for the property
- The successful customer's band and effective date

8.8 Offers

Applicants will be notified of an offer email. As many of the Councils vacancies will be advertised prior to the outgoing tenant leaving, they may not be ready to view for a few weeks. In cases where the property is not empty an offer will be made on a provisional basis only, and may need to be withdrawn.

The Allocations Team will be able to provide an estimate of when the property is likely to be ready for occupation.

Where the first applicant refuses an offer of accommodation, the Lettings Officer will go to the next highest banded applicant and so on.

8.9 Viewing

Applicants are given the opportunity to view any property offered to them with an officer from the Allocations Team. Following the viewing the applicant is expected to decide whether they wish to accept the tenancy.

In situations where a property is advertised and no bids are received it will be re-advertised in the next cycle with the bidding opened up to applicants who satisfy the lettings criteria for smaller properties, usually one bedroom less.

Choice will also be increased by allowing households with children of any age to apply for any property type they wish including above ground floor flat or maisonette accommodation.

8.10 Rent in advance

We will always request rent in advance even if the tenant intends to or is currently claiming housing benefit or housing cost support through Universal Credit.

The agreed advance payment is the payment pattern that the tenant agrees to e.g.:

- Weekly = 1 weeks full rent
- Fortnightly = 2 weeks full rent
- 4 Weekly = 4 weeks full rent
- Monthly

Applicants will be expected to put money aside to ensure they can meet the rent in advance payment. Offers will be withdrawn if an applicant is unable to make an advance payment on day of the tenancy sign up. All new tenants will need a bank account as the rent in advance payment can only be taken from a debit or credit card.

9.0 Offering Choice to Homeless Applicants

- 9.1 Applicants assessed as being owed a homelessness prevention or relief duty or those where a statutory decision has been issued finding them to be unintentionally homeless and in priority need and owed the 'main housing duty', are expected to actively make bids against suitable properties.

Bidding patterns will be monitored on a weekly basis. In situations where bids are not being made or all bids are against unobtainable properties the Homelessness Officer will place bids on the applicant's behalf. The Council's duty will be discharged through the first successful bid.

- 9.2 Consideration will be given to any representations made by the applicant as regards the suitability of certain locations. Areas will not be regarded as suitable if evidence confirms that the area is unsuitable due to the applicant being at risk of violence, threats of violence or harassment if they resided in that area.

10.0 Application Process

- 10.1 Any eligible person aged 18 or over who is not disqualified can join the housing register.

Applications should be made by completing an online application at www.westlancshomefinder.co.uk

Some applicants will require advice and assistance to complete the application form because English may not be their first language, they may have learning or reading difficulties etc. In such cases Housing Options Advisors will provide advice and assistance and will if necessary complete the form on behalf of an applicant, applicants can contact the team direct on Tel: 01695 585267.

Applicants will need to supply proof of identification e.g. a picture driving licence or passport and a reference which must be from their current or previous landlord (where this is not possible from an employer or other professional). Supporting documentation can be sent to myhousingapplication@westlancs.gov.uk ensuring the email contains the applicants name, address and Home finder reference number. Alternatively documents can be handed in at the Councils Customer Service Points in Skelmersdale or Ormskirk.

Existing Council tenants are not required to supply a reference.

The fact that a person is an applicant for an allocation of housing accommodation shall not be divulged (without his consent) to any other member of the public.

10.2 The registration process will involve:

- Checking if the applicant is eligible, that the information given is correct and, if necessary, recommending that an application should not be considered for an allocation
- Assessing if the household is in housing need and placing the application in a priority band
- Verifying information from references with current or former landlords and others. Information will be requested about current or former tenant arrears, payment history, current or previous anti-social activity and any rechargeable repair debts. Credit checks will also be carried out. Police checks may be carried out where there are grounds to do so e.g. the applicant has spent time in prison or is unable to account for any previous addresses
- Interviewing the applicant where necessary
- Affordability Assessment

All applicants will be expected to provide up to date information and appropriate supporting evidence regarding their finances at the point of application, including their income and expenditure and details of any current savings or debts. Failure to provide this will lead to the application being rejected. An affordability assessment will be carried out with all applicants for housing. Where the affordability assessment indicates that the property is not affordable, taking benefit entitlements into account, the application will be rejected. Advice will be given to all applicants regarding the prevailing government policies regarding housing and future benefit entitlement, and how it could impact upon them as a household

10.3 False Statements

Section 171 of the Housing Act 1996 makes it a criminal offence for anyone seeking assistance from a housing authority under Part 6 of the Act to:

- a) Knowingly or recklessly give false information; or
- b) Knowingly withhold information, which the housing authority has reasonably required the applicant to give

A person guilty of an offence under this section is liable on summary conviction in a magistrates court to a fine not exceeding level 5 on the standard scale, currently £5,000).

The circumstances in which an offence is committed could include:

- a) Any false information given on an application form for social housing
- b) Any false information given during an interview
- c) Any false information given in response to subsequent review letters or other updating mechanisms or
- d) Any false information given or submitted by applicants during the proceedings of a review

Ground 5 in Schedule 2 to the 1985 Housing Act (as amended by the 1996 Act s.146) enables a housing authority to seek possession of a tenancy which they have granted as a result of a false statement by the tenant or a person acting at the tenant's instigation.

11.0 Applicants Under 18

11.1 If an applicant is under 18 years of age their application will normally not be accepted onto the housing register. We will make exceptions in the following circumstances:

- Any person leaving Local Authority care or Young people, who have previously been in care and are covered by the Leaving Care Act 2002
- Any person accepted as statutorily homeless (if they cease to be homeless they will become ineligible for the housing register until they reach the age of 18)

Under 18s will only be considered for a tenancy on the condition that they accept a referral to a support provider to ensure that the tenancy does not fail.

A person under the age of 18 is not able to hold a legal estate in land so they will therefore require a Trustee to hold the tenancy in trust for them until the young person reaches the age of 18 when they will be given an Introductory Tenancy in line with Council policy. Any contract entered into will allow the Council to recover any unpaid rent through the courts in the normal way. This can also mean that the Council may seek an order for possession from the courts.

In cases where the decision is not to offer a tenancy, a referral for support accommodation may be considered.

11.2 Pre Tenancy Support under 25s

In situations where the council considers that a young person may be eligible to join the housing register, it may delay accepting the application until the applicant has undertaken a course of pre tenancy support or training. Only once the support provider recommends that the young person is ready to accept the responsibilities of holding a tenancy would the application be made active to bid.

12.0 Eligibility

12.1 Not all applicants applying to join the housing allocation scheme are eligible to join. Section 160Z(A) of the Housing Act 1996 (as amended by The Localism Act 2011) sets out who is not eligible to be allocated housing;

- a) Persons subject to immigration control - such a person is not eligible for an allocation of accommodation unless he or she comes within a class prescribed in regulations made by the Secretary of State (s.160ZA(2)), and
- b) Other persons from abroad other than a person subject to immigration control regulations may provide for other descriptions of persons from abroad who, although not subject to immigration control, are to be treated as ineligible for an allocation of accommodation (s.160ZA(4))

Where an applicant is already an existing secure, introductory or assured tenant of accommodation allocated to him or her by a local housing authority or Registered Social Landlord, he or she cannot be disqualified on the basis of his or her immigration status.

12.2 Persons Subject to Immigration Control & Persons from Abroad

Where an applicant is a person from abroad, their application will be assessed to determine whether they are eligible under the relevant legislation and guidance.

Each applicant will be provided with written reasons if they are assessed as being ineligible for an allocation of accommodation and will have the right to seek a review of that decision (see Appendix 4).

If any question arises which brings into question the eligibility of an applicant to join the housing register and obtain an allocation of housing accommodation, the authority reserves the right to seek further information and clarification, including from the UK Border Agency.

Applicants eligibility will be reassessed prior to any offer of accommodation as well as at the initial point of application.

12.3 Qualification

Housing Authorities may only allocate accommodation to people who are defined as 'qualifying persons'. Subject to the requirement not to allocate from persons from abroad who are ineligible, and to any regulations, a housing authority may decide the classes of people who are, or are not, qualifying persons.

12.4 Applicants will not be considered qualifying persons if;

A. Unacceptable behaviour

If an applicant or a member of his/her household is found to have been guilty of unacceptable behaviour serious enough to make them unsuitable to be a tenant and, in the circumstances at the time the application is considered, they are still deemed unsuitable to be a tenant of the Authority by reason of that behaviour, they will not be a qualifying person.

Unacceptable behaviour is defined as behaviour which would, if the person was either a secure tenant or a member of a secure tenant's household, entitle a landlord to a possession order under grounds 1 to 7 of the Housing Act 1985 Schedule 2. The grounds are;

- Ground 1 Rent arrears or breach of tenancy.
- Ground 2 Behaviour which is a nuisance or annoyance to those in the locality of the dwelling or conviction for using the dwelling for immoral/illegal purposes or committing an indictable offence in or in the locality of the dwelling house.
- Ground 2A Domestic violence causing a partner or other family member to leave the property.
- Ground 3 Deterioration of the dwelling house due to waste, neglect or default.
- Ground 4 Deterioration of furniture provided by the landlord due to ill-treatment.
- Ground 5 Tenancy induced by false statement.
- Ground 6 Premium received or paid in connection with a mutual exchange.
- Ground 7 Eviction from a dwelling within the curtilage of a building held for non-housing purposes due to conduct such that given the nature of the building it would not be right for occupation to continue.

The position in relation to rent arrears and anti-social behaviour specifically is considered below.

The Council will:

- Investigate the individual circumstances of an applicant's case to establish if there is evidence of unacceptable behaviour that would fall under grounds 1 to 7 above
- Establish whether the unacceptable behaviour is considered to be serious and whether it is likely that a possession order would have been granted as a result of that behaviour
- Decide if the applicant is unsuitable to be a tenant by reason of their behaviour at the time the application is considered, taking into account whether there have been any changes in the circumstances or behaviour of the applicant.

Where the Council is satisfied that these criteria are met, the applicant will not qualify for an allocation and therefore be excluded from the housing register. This exclusion will be in place for a period of 2 years

When making the assessment the Council will act reasonably and will consider all relevant matters regarding health, dependants, social or other factors. Regard will also be given to the wider interests of the public.

Where the Council regards the behaviour as unacceptable but considers that the applicant should not be classed as non-qualifying, the Council may decide to accept the application but place it in Band E (reduced priority) even if the application would normally attract a higher band.

Each applicant will be provided with written reasons if they are assessed as being non-qualifying and will have the right to seek a review of that decision. The applicant will also have the right to ask the Council to review their case at any time during the exclusion period if they feel that there has been such an improvement in their behaviour that they should no longer be considered to be unsuitable.

Where the applicant has been excluded for 2 years and makes a further application but there has been no improvement in their behaviour and the conditions for finding them unacceptable to be a tenant remain, the applicant can be excluded for a further 2 years (subject to the same review process as above).

12.5 Rent Arrears and other housing related debt.

The accrual of rent arrears will be considered serious where:

- a) An applicant owes rent from a previous tenancy, which resulted in a possession order being granted; or
- b) The applicant has current rent arrears serious enough for a court to grant an outright possession order

Where the conditions of either (a) or (b) above have been met, the Council may decide that the applicant is not a qualifying person.

Where there are insufficient grounds to determine that an applicant is not a qualifying person, the application to join the housing allocation scheme will be suspended until the debt has been cleared. Each case will be considered on its own merits taking into account the level of debt, reasons for the arrears and steps taken to resolve the problem. Suspension would not normally be lifted until the debt has been reduced by 50% and regular payments made for 3 months.

Applicants owing more than £500, will not be accepted onto the housing register. Any applicant found to have this level of arrears outstanding will have his or her application cancelled. The applicant will be able to re-apply once the arrears have been reduced to under £250 and regular agreed payments have been made for 3-months.

An applicant can make payments of arrears on a weekly or monthly basis and there is no minimum payment. The Council will usually look for the minimum payment to be the level of direct payment if the applicant is on state benefits or a reasonable amount if they are working.

If payments are made for the required time, the application will be approved in the relevant band even if arrears are still outstanding however the applicant must continue to reduce the debt until it is cleared in full.

The account will be monitored and should payments stop, the application will be cancelled. The arrears must then be cleared in full before another application will be accepted.

Each case will be assessed on its own merits and the Tenancy Services Manager has the discretion to approve applications with rent arrears and award the relevant band where there are exceptional circumstances. This will include but will not be limited to those current tenants of the Council who under-occupy a tenancy and have accrued arrears as a direct result of the changes in Housing Benefit Regulations under Welfare Reform.

Applicants who have been assessed as being unintentionally homeless and in priority need or have been placed in Band C under homeless prevention will be considered for an allocation despite any rent arrears. An agreement to pay will still be required.

12.6 Anti-Social Behaviour

Anti-social behaviour includes conduct likely to cause nuisance and annoyance, harassment, violence or intimidation to others or the use of property for illegal or immoral purposes.

This behaviour will be considered serious where the evidence is such that it would entitle the authority to obtain a possession order from a court.

Any applicants found to be not qualifying on such grounds will normally be advised that they will not be considered qualifying for an allocation of housing until they have conducted themselves appropriately for a period of 2 years following the last unacceptable incident. However, each individual application will be considered on its merits in terms of the length of time the applicant will be ineligible.

Where there are insufficient grounds to determine that an applicant is ineligible for an allocation, the application to join the housing register will be accepted but not awarded any priority until the Council considers that the behaviour of the applicant has improved.

The same procedure will be applied to applicants who have been guilty of unacceptable behaviour under any of the other grounds (2A to 7 see above paragraph 12.10).

Criminal convictions

Applicants will be required to complete the declaration on the application form setting out any criminal convictions, ASBOs or any other type of injunction that relate to the applicant or any person listed on the application. Failure to disclose such information or update the Council in relation to any new convictions may result in the application being cancelled.

The Council may conclude that an applicant with convictions is eligible to join the register but choose to limit the areas or types of accommodation that an applicant may express an interest in.

12.7 B. Damage/Neglect of Council Property

Current Council Tenants who have not maintained their property in accordance with the terms of their tenancy will be considered to be not qualifying, and will be required to make good any damage before qualifying for inclusion on the Register.

12.8 C. Rechargeable Repair debt

Former tenants who owe the council a debt relating to damage clearance or unauthorized alterations to a council property.

Applications will be suspended until the debt has been cleared. Each case will be considered on its own merits taking into account the level of debt, reasons for the recharge and steps take to resolve the problem. Suspension would not normally be lifted until the debt has been reduced by 50% and regular payments made for 3 months.

In cases were an applicant has a debt in excess of £500 or is as a result of wilful damage or neglect of a property, they will be treated as

not being qualifying persons; therefore an application to join the housing register will not be accepted.

12.9 D. Right to Buy

Those who previously purchased a property through the Right to Buy scheme in West Lancashire, or elsewhere within the last 10 years will not qualify, unless they are applying for sheltered housing.

12.10 E. Owner Occupiers

In line with government guidance the Council will not allocate housing to people who already own their own homes. Exceptions would apply to elderly owner occupiers who need sheltered accommodation and whose home/assets were not of sufficient value to secure such accommodation privately, those fleeing violence or suffering significant financial hardship or other exceptional circumstances. Where the Council agrees to assist with re-housing, the applicant must not sell their home before they have accepted an offer of accommodation. However, they must agree to sell the property as soon as they have been re-housed and not rent out their home or make any financial gain whilst waiting to sell.

These eligibility rules for owner occupiers will be relaxed where the applicant expresses an interest in an Available Now property.

12.12 G. Income/Assets

Applicants whose income or assets exceed the limits set by the Council. The income threshold has been set at £40,000, and is calculated on gross household income. The savings/asset threshold will be £60,000. These values will be reviewed regularly.

All households applying to the housing allocation scheme will be assessed for their ability to secure accommodation at market rent or to purchase a suitable property within West Lancashire.

Assets that may be taken into consideration include but are not limited to:

- Savings
- Property Abroad
- Commercial property
- Money received through a divorce settlement
- Residential Property
- Bonds

Lump sum payments to members of the British Armed Forces as compensation for an injury or disability sustained on active service will be disregarded.

13.0 Reduced Preference

13.1 Reduced Preference due to unacceptable behaviour

Where there is insufficient information to determine that a person does not qualify for accommodation on the grounds of unacceptable behaviour it may be decided to reduce their priority band to Band E.

Customers will be given reduced preference in Band E where the Council can be satisfied that having considered all the available evidence they (or a member of their current or prospective household) has failed to adhere to the terms of any current or previous social housing or private sector tenancy agreement.

This would include but is not limited to following examples of unacceptable behaviour:

- Failing to maintain the property within the terms of the agreement – for example deliberately or negligently causing damage to a previous or current property, accumulation of large amounts of rubbish in and around the property
- Committing acts causing or likely to cause nuisance or annoyance to neighbours or others in the locality where they live or where they previously lived. This would include noise nuisance, threatening or abusive behaviour.
- If anyone from the household has been a perpetrator of low level Criminal or Anti-Social behaviour.
- Criminal behaviour that was relevant to the tenancy and/or locality, for example being in possession of illegal drugs, acts of public disorder.
- Breaches of a social or private sector tenancy agreement, for example operating a business from the premises, having an unreasonable numbers of pets at the property.
- Behaving in a threatening, abusive or obstructive manner towards staff of the Council or their contractors
- Failing to allow access for compliance checks such as gas safety, legionella, fire safety and asbestos checks.

13.2 Reduced Preference due to no Borough Connection

Applicants who do not have a Borough connection with the district will still qualify for access to the housing register, however, in general they will not be given any preference and will be placed in Band E. The only exceptions to this in general are;

- Those entitled to additional preference under The Housing Act 1996 (Additional Preference for Armed Forces) (England) Regulations 2012 (SI 2012/2989) or equivalent provisions.
- Those who are accepted as being owed the homelessness prevention or relief duty or have been accepted as being unintentionally homeless

and in priority need and there are no grounds to refer the case to another local authority area

- Those who are able to provide proof of their “need” to move into the area and demonstrate why this “need” cannot be satisfied in their current location.

To qualify for a Borough connection to West Lancashire an applicant must normally:

- Have lived in the area for a period of 3 out of the last 5 years prior to the date of their application; or
- Have close family who have lived in the area for a minimum of 5 years prior to the date of application and the applicant must indicate that they want to move nearer to them. Close family includes parents, children and siblings.
- have reasonable preference because of a need to move to the local authority's district to avoid hardship, and need to move because the tenant works in the district, or needs to move to take up an offer of work

14.0 Banding Scheme

The Housing Act 1996 as amended by the Localism Act 2011 requires an allocation scheme to be framed so as to secure that reasonable preference is given to various categories of people, which represent general indicators of housing need.

West Lancashire Borough Council has adopted a banding system in line with Government guidance.

Applications for an allocation of social housing will be placed in one of four priority bands;

- A (urgent priority)
- B (high priority)
- C (medium priority)
- D (low priority)
- E (no priority)

Within each band, preference will be given to those applicants who make a Community Contribution.

15.0 Band A – Urgent Priority

15.1 The categories for Band A are as follows:

- Applicants who have been assessed as being owed the homelessness prevention or relief duty and who are vulnerable as a result of being victims of violence or harassment,

- Applicants who have been assessed as being unintentionally homeless and in priority need as a result of being victims of violence or harassment
- Applicants applying for an allocation of accommodation who have not been assessed as homeless but need to move urgently due to being victims of violence or harassment
- Severe overcrowding
- Urgent Medical Need
- Unfitness, Disrepair, Demolition
- Anti-Social Behaviour
- Left in Occupation
- Under Occupation
- British Armed Forces
- Multiple Needs
- Foster Carers

15.2 Criteria for each category

15.2a Applicants who have been assessed as being owed the homelessness prevention or relief duty or who have been assessed as being unintentionally homeless and in priority need as a result of being vulnerable due to being:

- Victims of violence
- Victims of racial harassment amounting to violence or threats of violence
- Victims of sexual harassment amounting to violence or threats of violence
- Witnesses or victims of crime who would be at risk of intimidation amounting to violence or threats of violence if they remained.
- Existing tenants who need alternative accommodation due to the above.

This level of priority can only be awarded by the Homelessness Advice & Prevention Team.

15.2b Applicants applying for an allocation of accommodation who have not been assessed as homeless but need to move urgently due to being:

- Victims of violence
- Victims of racial harassment amounting to violence or threats of violence
- Victims of sexual harassment amounting to violence or threats of violence
- Witnesses or victims of crime who would be at risk of intimidation amounting to violence or threats of violence if they remained.

The decision to award this level of priority rests with the Tenancy Services Manager, or a suitably experienced Senior Officer who has been delegated this task. This priority is awarded to facilitate a move away from the current home, geographical bidding restrictions may therefore apply.

15.2c Severe overcrowding

Households that are statutorily overcrowded, or that have two or more bedrooms fewer than they require and are therefore severely overcrowded. Severe overcrowding priority will not be awarded to those applicants who are in temporary accommodation.

The government's Bedroom Standard will be used to calculate whether a property is overcrowded. Guidance can be found at Appendix 2.

15.2d Urgent Medical Need

Urgent medical priority will be awarded where:

- The applicant is at significant risk of physical injury by remaining in their current home and is requesting to move to a more suitable type of accommodation, or
- The applicant is at significant risk of a severe breakdown in their mental health by remaining in their current home.

In the case of severe risk to mental health, the applicant's environment will be taken into account, as in these cases the property type itself is not necessarily the causal problem. The applicant must be able to show that the risk will be significantly reduced by a move to their requested location.

15.2e Unfitness and Disrepair

- Where the applicants home is subject to a Demolition Order, Clearance Area or Compulsory Purchase Order.
- Council Tenants who needs to move as their home is part of a Revival Scheme, involving demolition or redevelopment.
- Permanent or temporary decants from Council property in order to carry out improvements or major repairs.

Properties inspected by the Council's Private Sector Housing Section that are unfit and are subject to a Prohibition Order. This level of priority can only be awarded based on the recommendation of the Council's Private Sector Housing Team. The Housing Health & Safety Rating System will be used as a guide to assessing whether Band A is appropriate.

Where the applicant has not been re-housed and the repair issues have been resolved to the Council's satisfaction, the application will be reviewed to determine whether Band A priority should still be awarded.

15.2f Anti-Social Behaviour

If a West Lancashire Borough Council tenant is experiencing anti-social behaviour and is requesting a transfer as a result, they may be awarded Band A priority providing the Tenancy Services Manager is satisfied that all options to resolve the situation have been exhausted. The applicant will be awarded Band A following written confirmation from the Council's Multi-Agency Problem Solving Team (MAPS) Co-ordinator that all procedures have been exhausted and a move is recommended for the applicant's safety. West Lancashire Borough Council tenants are expected to co-operate with their respective Estate Management Team in recording and reporting incidents.

Other Council and Housing Association tenants will also be expected to have exhausted their own landlord's policy on tackling anti-social behaviour and a comprehensive report will be required from the landlord confirming what action has been taken and why they are unable to offer alternative accommodation from their own stock before this level of priority will be awarded.

Residents within the private rented sector and owner-occupiers must provide evidence of the anti-social behaviour before being assessed for this level of priority.

15.2g Left in Occupation

Those left in occupation of a West Lancashire Borough Council property, following the death of a tenant, with no succession rights to the tenancy or where the tenant has gone into residential care and the tenancy is to be terminated, will qualify for Band A priority.

The applicant must have lived at the address as their principal home for at least 12-months prior to the tenant's death or confinement to residential care to be awarded this level of priority.

Those applicants who have not lived at the address for at least 12 months will have their applications assessed to determine which of the other priority bands they qualify for.

15.2h Under Occupation

Those under occupying a West Lancashire Borough Council tenancy of a family house and who are requesting a move to a smaller property. Tenants living in flats, maisonettes or bungalows would not qualify.

Applicants who were originally offered a property larger than their needs may not be awarded this priority unless there is demand for the type of accommodation they are currently occupying.

Each case will be assessed on its own merits.

15.2i Multiple Needs

Applicants who have met the criteria for any 2 or more of the needs categories identified in Priority Band B. This includes applicants who have been assessed as homeless but also fall into another category within Band B.

15.2j British Armed Forces

Applicants who are being discharged from the British Armed Forces who have sustained serious injury, medical condition, or disability during service and can prove a Borough connection to West Lancashire through previously residing in West Lancashire, or having relatives in West Lancashire.

Members of the British Armed Forces, with a Borough connection, who have been assessed as meeting the Band B criteria for homelessness, unsatisfactory housing conditions, or on medical, welfare or hardship grounds, will be given additional preference and placed in Band A.

15.2k Foster Carers

Foster Carers approved by the County Council whose housing prevents them from being able to start, or continue, to provide foster care.

16.0 Band B – High Priority

16.1 The categories for Band B are as follows:

- Those applicants assessed as being eligible for assistance, unintentionally homeless and in priority need for reasons other than violence.
- Overcrowding
- Unsatisfactory Housing Conditions
- Medical
- Care
- Hardship Employment or Financial Grounds
- Care Leavers Requiring a Move to Independent Living
- Applicants who no longer require the adaptations in their current home
- British Armed Forces

16.2 Criteria for each category

16.2a Those applicants assessed as being eligible for assistance, unintentionally homeless and in priority need due to being:

- A pregnant woman or a person with whom she resides or might reasonably be expected to reside;
- A person with whom dependent children reside or might reasonably be expected to reside;
- Persons who are vulnerable as a result of old age, mental illness, handicap or physical disability or other special reason or with whom such a person resides or might reasonably be expected to reside;
- A person who is homeless as a result of an emergency e.g. flood or fire;
- A person under 21 who was, but is no longer, looked after, accommodated or fostered between the ages of 16 and 18;
- A person who is aged 21 or more who is vulnerable as a result of having been looked after or accommodated or fostered;
- Applicants who are being discharged from the British Armed Forces and can prove a Borough connection to West Lancashire through previously residing in West Lancashire, or having relatives in West Lancashire.

16.2b Overcrowding

- Those overcrowded with one bedroom fewer than they require taking into account the Bedroom Standard at Appendix 2.

16.2c Unsatisfactory Housing Conditions

- Those lacking a suitable kitchen, bathroom or WC
- Those with no supply of cold or hot water
- Households with children under 14 where there is significant or excessive dampness to the property (Housing Health & Safety Rating System)
- Those tenants in the private sector where the Landlord would be, or has been, served with a repair notice by the Private Sector Housing Team (not applicable to Council tenants).

Where the landlord rectifies the repairs to the satisfaction of the Private Sector Housing Team, the application will be re-assessed to determine whether this level of priority should still be awarded to the application.

16.2d Medical Need

- Those applicants with a serious medical condition that is made worse by the style or functionality of their current home. There must be a causal link between the property type and the deterioration or discomfort arising from the medical problem. Priority is not awarded for medical conditions alone.

Applicants must show that a move to the property type requested will help halt the deterioration in the condition and/or make the applicant more comfortable.

16.2e Care

- Those who need to move closer to family, friends or relatives to give or receive physical or emotional support or care because of a medical condition.

To qualify for this, the applicant must be moving to West Lancashire from another local authority area or if already resident in the area, be living more than 3 miles away from the family, friends or relatives who will be providing or receiving the care. There must be evidence that this support cannot be provide in current location.

16.2f Hardship, Employment or Financial Grounds

Applicants will qualify for this level of priority where:

- There is a need to move to an area or locality to avoid hardship for example to access medical treatment or specialised services that would not be available to them if they did not move to that locality
- There is a need to move for work related reasons. In determining whether a tenant needs to move to be closer to work or to take up a job offer include:
 - i. the distance and/or time taken to travel between work and home
 - ii. the availability and affordability of transport, taking into account level of earnings
 - iii. the nature of the work and whether similar opportunities are available closer to home
 - iv. other personal factors, such as medical conditions and child care, which would be affected if the tenant could not move
 - v. the length of the work contract
- whether failure to move would result in the loss of an opportunity to improve their employment circumstances or prospects, for example, by taking up a better job, a promotion, or an apprenticeship
- There is a financial need and the applicant is unable to afford to continue to occupy their current home (a financial assessment will be carried out to ensure the applicant cannot afford to own or rent an alternative property in the private sector).
- This will include those Council tenants (whose tenancy started prior to September 2011), who are under-occupying, and who have been negatively affected by the changes to Housing Benefit under the Welfare Reform Act.

16.2g Care Leavers Requiring a Move to Independent Living

- Care leavers who are unintentionally homeless are likely to have a priority need for re-housing under the homelessness legislation. However, in an effort to plan in advance to meet the needs of those known to be due to leave care, medium priority will be awarded to those care leavers with a Borough connection to West Lancashire. Should the

applicant not be accommodated and threatened with homelessness within 28 days, a homelessness application will be processed. This award will be made by the Housing Options Team following liaison with Social Care.

- Applicants leaving the Birchwood Centre following a period of supported living.

16.2h Applicants who no longer require the disabled adaptations in their home.

Customers who release an adapted property where the tenant does not require their current home and will therefore be releasing an adapted property by moving.

16.2i British Armed Forces

Those who:

- are being discharged from the British Armed Forces in the next 6 months
- formerly served in the regular forces in the 5 years preceding their application,
- have recently ceased, or will cease to be entitled, to reside in accommodation provided by the Ministry of Defence following the death of that person's spouse or civil partner who has served in the regular forces and whose death was attributable (wholly or partly) to that service, or
- serving or have served in the reserve forces and are suffering from a serious injury, illness or disability which is attributable (wholly or partly) to the person's service.

16.2j Social/Welfare

Those applicants who have a significant need to move which is not covered elsewhere in the policy; this award will only be considered in exceptional circumstances.

The decision to award this level of priority rests with the Housing Needs & Allocations Manager, or a suitably experienced Senior Officer who has been delegated this task.

17.0 Band C – Medium Priority

- Applicants living with family/friends or lodging with no security of tenure but with no other housing need.
- Those renting in the private sector who have been served with notice to quit.
- Those who are owed the homelessness prevention or relief duty
- Those assessed as being intentionally homeless with or without a priority need and eligible for an offer of accommodation.
- Those assessed as being homeless but with no priority need.

- Those applicants who have refused 1 reasonable offer of accommodation in the discharge of a homelessness duty.

18.0 Band D – Low Priority

- Those who occupy mobile homes on residential caravan parks and have no other housing needs.
- Private rented tenants with no other housing needs.

19.0 Band E – No Priority

- Secure Council or Housing Association tenants with no other housing need.
- Applicants who would qualify for a higher band but have the financial ability to resolve their own housing need by purchasing a suitable property, renting in the private sector or having adaptations carried out to their current home.
- Applicants who have given up a secure property within the 12-months prior to the application who did not have a good reason for doing so.
- Those applicants who were in Band A or B and have refused 3 reasonable offers of accommodation from the housing register.
- Any applicant who has been assessed as being unsuitable to be a tenant and has had 'reduced priority' awarded to their application.
- Those without a Borough connection. The only exceptions to this are:
 - i. Members of the British Armed Forces. Armed forces personnel without a Borough connection will be prioritised according to their housing need but not awarded additional preference under section 16.2
 - ii. Those who are accepted as homeless having fled violence or harassment from another area.
 - iii. those who are able to provide proof of their "need" to move into the area and demonstrate why this "need" cannot be satisfied in their current location e.g. for employment reasons

20.0 Economic/Community Contribution Award

- 20.1 Increased priority for housing will be given to those applicants who demonstrate a commitment to contribute to the Borough's economic growth as working households or who make a contribution by their contribution within communities. This will be achieved by awarding a 'plus' status within each band. Therefore an applicant who is assessed as qualifying for Band B will be placed into Band B - Plus* if they also meet the economic/community contribution criteria.

During the short-listing process applicants with the enhanced 'Plus' status will appear above those applicants with the same level of housing

need i.e. in the same band who cannot demonstrate an economic/community contribution.

Applicants may be eligible for the Economic/Community Contribution Award if they are working, in training, or volunteering subject to conditions.

20.2 Working households

West Lancashire Borough Council wants to support the economic strength of the Borough, and encourage people to work and raise levels of aspiration and ambition. We will therefore offer increased priority to applicants that are working and making a contribution to West Lancashire's economy. The increased priority gained by being a Working Household will apply across West Lancashire Borough's area and is not linked to a specific area.

Definition of Working Household

The definition of a working household will be where at least one adult member of the household is in employment. Employment for this scheme is described as having:

- a) A permanent contract.
- b) Working as a temporary member of staff.
- c) Self employed.

Applicants will have to have been working for 16 hours or more for 9 out of the last 12 months. Verification will be sought at the point of application, and at the point of offer. Applicants must provide payslips, P45 and P60, tax returns, bank statements and a verifying letter on headed paper from their employer in order to qualify.

The proof must be supplied at the time of application and verified at time of offer. If the applicant's employment status changes they may be allowed to retain the priority as long as there is a realistic prospect of re-employment. The decision will take into account their previous employment history, age of the applicant and other relevant factors. However, they must satisfy the employment definition at the time of the offer of accommodation.

20.3 Community Contribution

People who play a part in making their neighbourhood strong, stable and healthy – those who help make it a good place to live, work and play are valuable people. They are the backbone of their community, and they need to be recognised for the good they do.

The Community Contribution Priority Scheme is a West Lancashire Borough Council scheme which gives an applicant increased priority, in

addition to any other banding they are entitled to because of housing need.

Community Contribution Awards – How they work in practice

It is important to keep in mind that a Community Contribution award is additional to the applicant's Reasonable Preference status. If an applicant requests a Community Contribution award but turns out not to qualify for one, it won't disadvantage their application or cause it to be ineligible. It's also important to make clear that only the criteria below can be used to assess whether someone can have a Community Contribution award.

20.4 Definition of Economic/Community Contribution

If an applicant, has lived in West Lancashire for three out of the last 5 years and can demonstrate a positive tenancy history, i.e.

1. No on-going culpable involvement in anti-social behaviour or criminal activities.
2. No breaches of tenancy within the last 3 years.
3. No outstanding lawfully recoverable housing-related debt.
4. Not have an outstanding unspent conviction.

They are entitled to a Community Contribution Award provided any of the criteria below is satisfied.

20.5 Criterion 1 – Volunteers

If an applicant volunteers, a Community Contribution award will be applied. Volunteers must have been volunteering for a continuous period of at least 6 months up to the point of application, and the same at point of offer. Volunteering must be for a not-for profit organisation or a charity and must be for a minimum of 10 hours per month. N.B. Tenants and Residents Associations, which are constituted are classified as not-for-profit organisation. They must be registered with West Lancashire Borough Council, or a Registered Provider to qualify.

Evidence required for Voluntary Work

A letter from a Manager responsible for the Volunteer (applicant) confirming their involvement in a minimum of 10 hours voluntary work per month or in the area for over 6 months. This person must not be related to the applicant in any way.

20.6 Criterion 2 – Training, Education or Apprenticeships

We want to encourage people to move closer to gaining paid employment by gaining employability skills and becoming job ready. This may be achieved by attending higher or further education or by

accessing a longer vocational course of study or engaging in a programme of work-related training courses. In all cases the course of study must lead to achieving accredited qualifications and / or certification by a registered awarding body.

Study or training may be undertaken at a range of recognised institutions and organisations such as: Further Education College; registered Private Training Provider; registered Voluntary Sector Organisation or University.

A person must have been studying or training for a continuous period of at least 6 months up to the point of application and the same at point of offer.

All training must be a minimum of 16 hours a month.

Evidence required for Training element.

Further/higher education candidates must supply evidence of:

- letter from college or university confirming participation in course of study for period of 6 months

For vocational training award the following evidence must be provided:

- an agreed employment action plan developed through a recognised IAG service plus verification of steps taken towards achievement of action plan targets
- certificate or letter from a registered awarding body for the course or by a recognised training provider as evidence of gaining a recognised vocational qualification or successfully completing accredited work related training (over a continuous period of at least 6 months)

20.7 Criterion 3 - Ex service personnel

Applicants who have served in the British Armed Forces within the last 5 years will qualify for a community contribution award automatically, with the exception of those who have been dishonourably discharged.

21.0 Deliberately Worsening Housing Circumstances

Where there is clear evidence that an applicant has knowingly contributed to the worsening of their circumstances then no priority will be given. Examples of this include:

- a) Selling a property that is affordable and suitable for the applicants needs in order to qualify for a higher band.

- b) Moving from a secure tenancy to insecure or overcrowded accommodation.
- c) A family giving up an affordable and suitable private rented tenancy which they are able to maintain, to move in with other relatives, creating a situation of overcrowding and sharing of bathroom/kitchen and/or a split household.
- d) An applicant requesting or colluding with a landlord or family member to issue them with a Notice to Quit.
- e) An applicant gives up settled accommodation in order to move into less settled or overcrowded accommodation.
- f) An applicant deliberately overcrowds their property by moving in friends and/or other family members who have never lived together previously and/or have not lived together for a long time, then requests re-housing to larger accommodation.

The above list is not exhaustive.

22.0 Change of Circumstances

Applicants will be considered for re-housing by priority band and each band will be ordered by the date the band was awarded. If an applicant's circumstances change or they move address, their application will be re-assessed and they will be placed in the most appropriate band by the date they were awarded the new banding. Where the banding would not change, the original date awarded will remain.

If by changing their circumstances applicants would go in to a higher priority band, then an assessment will be made to determine whether the applicant has knowingly contributed to a worsening of their housing situation. If they have then the application will remain in the band they were placed in before their circumstances changed.

23.0 Allocation Process

23.1 Lettings Criteria:

Properties will be allocated based on the applicant's preference and the property type and size they are entitled to under the policy. The lettings criteria can be found at Appendix 3.

A property will not be allocated to an applicant if it would be so overcrowded that it failed the statutory overcrowding test.

Applicants may be offered properties that are larger than the household needs if there are no bids from suitable sized families. This would be subject to an assessment of affordability.

Some properties have been classified as lettings to those aged over 40. These properties will be let sensitively due to the nature of the accommodation. Each application will be considered on its own merits.

New tenants will be allowed pets in accordance with the councils Pet Policy.

Applicants in sheltered housing schemes, who are in Band E because their accommodation meets their housing needs will not be considered for offers of accommodation in the same or similar schemes.

23.2 Local Lettings Policies

The Director Housing and Inclusion may also agree to Local Lettings policies to ensure a balanced mix within Council accommodation. This can include setting minimum age limits for certain property types, adjusting the number of family homes let to families with children where there is a high concentration of children in a particular area, or giving preference to local people or those who are economically active.

Local Lettings policies may apply to new build and redevelopment schemes.

As local lettings policies are subject to frequent review and change they are not listed in this document. A copy of any current policies in place can be found on the West Lancs HomeFinder website: www.westlancshomefinder.co.uk

When we advertise properties within a local lettings scheme, we will make this clear in the advert.

23.3 Direct Lets

Whilst the Council aims to allocate all of its empty properties via the CBL scheme, it reserves the right to direct match applicants to properties in exceptional circumstances, these would include;

- Public protection cases
- Successor tenants or those left in possession of a West Lancashire Council property who are failing to make bids
- Temporary or permanent decants
- Properties that have been significantly adapted
- Temporary accommodation
- Extra Care Sheltered accommodation

23.4 Allocation Decisions

The Allocation of Housing (Procedure) Regulations 1997, regulation 3 provides;

- 1) as regards the procedure to be followed, an authority's allocation scheme shall be framed in accordance with the principle prescribed in this regulation
- 2) a member of an authority who has been elected for the electoral division or ward in which;
 - a) the housing accommodation in relation to which an allocation decision falls to be made is situated, or
 - b) the person in relation to whom that decision falls to be made has his sole or main residence, shall not, at the time the allocation decision is made, be included in the persons constituting the decision-making body

All allocations will be authorised and approved by the Tenancy Services Manager or a person delegated this authority by the Tenancy Services Manager.

All procedures under this Policy other than allocations will be carried out by a Housing Options Advisor unless otherwise stated.

Elected members will not be involved in the allocation process. This does not exclude elected members from assisting a constituent with a housing related query or providing support in making an application.

24.0 Adapted Dwellings

Where a social rented dwelling has been built or adapted for a disabled person's use it will normally be offered first to applicants from the Housing Register who have a disability and who may benefit from the particular type of adaptations made. Adapted properties will not be allocated to non-disabled persons if bids have been received from suitable applicants.

Significantly adapted properties may be allocated outside the HomeFinder scheme and offered to an applicant who requires the adaptations through direct matching. Should an applicant refuse such an offer, it will not count towards the 3 reasonable offers, which are normally made.

Applicants who are currently living in council accommodation which has been significantly adapted to meet their needs will not be considered for an offer of any property that has not already been adapted. Exceptions will apply where further adaptations are required and these cannot reasonably be done in the current home. These applicants will not normally qualify for any additional priority for underoccupation, each case will be considered on an individual basis.

25.0 Local Connection Policy

Section 166A(6) Housing Act 1996 enables housing authorities to allocate accommodation to people of a particular description, whether or not they fall within the reasonable preference categories.

25.1 Local Connection Preference

There is particular strain on social housing for rent in some areas of the Borough. These areas include small villages where there is little Council accommodation. In such areas it can be difficult for people with a local connection to remain there or to move there. Low income groups are particularly affected especially where house prices and private sector rents are high making affordability of homes an issue.

The Council wishes to support and assist the development and retention of stable local communities. To aid this policy the Council wants to provide reasonable preference to applicants for accommodation that have “local connections” with a particular housing area. At the same time the Council wants to ensure that appropriate priority is given to others with housing needs that have expressed a choice or preference for accommodation in the district.

In the areas set out in Appendix 1 the Council will seek to give preference to applicants with local connections over those without a connection in the same level of housing need i.e. Band.

All vacancies in these areas will be advertised as normal, applicants who satisfy the Local Connection criteria for the area in which the vacancy is located, will be given preference over those applicants with the same level of housing need, i.e. the same band who cannot demonstrate a Local Connection to the area.

In areas where no preference is given to applicants with a local connection then offers will be made solely in accordance with the normal procedure.

25.2 Review of Local Lettings Procedures

In order to ensure the best use of Council accommodation, the Director of Housing & Inclusion Services is authorised to review and if necessary adjust the list of housing areas within each category as set out in Appendix 1 to reflect changes in levels of housing stock or levels of demand for homes in different areas.

This may result in general needs and sheltered accommodation within one housing area being within two different categories for local letting preference.

25.3 Local Connection Criteria

To qualify for a local connection with an allocation area an applicant must normally:

- Have lived in that area for a period of 3 out of the last 5 years prior to the date of their application; or
- Have close family who have lived in that area for a minimum of 5 years prior to the date of application and the applicant must indicate that they want to move nearer to them. Close family includes parents, children and siblings.

To satisfy the requirement of moving to be near close family, the applicant must be moving into the district from another local authority area or must currently live at least 3 miles away from the family member they are moving to be near.

An applicant can be considered to have a local connection to unlimited housing areas within the district as long as they satisfy the local connection criteria.

However, where an applicant applies to the housing register and initially satisfies the local connection criteria but subsequently falls outside of the criteria before an allocation is made, the local connection preference will be removed from the application. For example, by the time the allocation is made the applicant is no longer considered to have been resident in the district for 3 out of the last 5 years.

The Tenancy Services Manager is authorised, in exceptional circumstances and where reasonable, to assess persons who do not meet the above criteria as qualifying for a local connection.

25.4 The Right to Move Quota

The council is required to set a quota for the proportion of properties that it expects to allocate each year to transferring social tenants who need to move into their district for work related reasons ('the Right to Move quota'). Given the historically low levels of applications from those outside the borough this quota has been initially set at 1% and will be reviewed annually.

26.0 Offers of Accommodation

26.1 Short-listing

Expressions of interest will be placed in order of priority i.e. from Band A through to Band E. Applicants with the enhanced 'Plus' status for

Economic/Community Contribution will appear above those applicants with the same level of housing need, i.e. in the same band who cannot demonstrate an economic/community contribution. Where the shortlist contains more than one applicant in a band, the date that the applications were placed into that band will be used to prioritise them.

Where the vacancy is in a Local Connection area, expressions of interest will be placed in order of priority i.e. from Band A through to Band E. Applicants with the Local Connection to the area in which the property is located will appear above those without a local connection. Enhanced. Where the shortlist contains more than 1 applicant with a local connection 'Plus' status for Economic/Community Contribution and the date that the applications were placed into that band will be used to prioritise them.

In cases where no bids are received from applicants meeting the local connections criteria in the highest band on the shortlist, offers will be made in the normal manner based upon priority need and date order. Any preference for a local connection may only be given where the property advertised is of a type and size appropriate to the applicant's needs.

Where properties are targeted at specific customers, they will be given priority for that type of accommodation e.g. accessible accommodation for customers with disabilities.

If an applicant is ranked first for more than one property and provided the lettings criteria are met, they will be contacted to make a decision about which property they wish to accept subject to viewing. If the council is unable to make contact it will determine which property should be offered.

26.2 If an applicant on the shortlist is considered not to be eligible or qualifying, they will be 'skipped' and an offer will be made to the next applicant. Applicants may be skipped if for example;

- If they have failed to maintain regular repayments of rent, there are former tenant arrears or a recharge debt.
- If a current tenant needs to complete repairs identified as their responsibility.
- If an applicant bids for a property that does not meet their specified health needs.
- If an applicant's position on the shortlist is due to their employment and this status has changed.
- If an applicant's position on the shortlist is due to their local connection with an area and this is incorrect or has changed.
- If the applicant has already bid for another property and this has been offered to them.
- If the property is adapted and the applicant does not need those specific adaptations.

- If the property is not adapted and the applicant needs specific adaptations.
- If the reason for the move is domestic abuse or harassment and the move is not far enough from the area to resolve the issues.
- If no response has been received when the applicant has been contacted by telephone or letter, despite reasonable efforts.
- If the applicant would be reasonably be unable to afford the rent on the property.

The offer will be made first to the applicant in the highest priority band who has had that priority the longest. If the offer is not accepted the property will be offered to the next applicant in the band.

If an offer is not accepted by any of the applicants in a priority band then it will be offered to applicants in the next lower band on the same basis.

- 26.3 Properties will normally be offered on a fixed term/flexible tenancy of 5 years in accordance with our Tenure Policy. If the tenancy is new, the first year will be an Introductory Tenancy. After 12 months, the tenancy can become a flexible or fixed term tenancy if the requisite notice has been duly served.

For other household groups, including people above the state retirement age, households with a disabled person and whose property has received a Council disabled adaptation and for sheltered properties a secure lifetime tenancy will normally be offered.

26.4 Reasonable Offers

Offers will be considered reasonable if:

- The applicant has expressed an interest in the property by placing a bid
- The property attributes were correctly detailed in the advert
- The size of the accommodation is suitable
- The design of the property meets the individual's medical needs
- The household would not be at risk of violence or harassment

27.0 Refusal of Offers

Applicants will normally be required to decide on an offer of accommodation within 2 days of being notified of the offer.

Waiting list applicants who have refused 3 reasonable offers will have their applications re-banded to Band E.

Applications will not normally be cancelled for refusal of offers. They will remain in Band E until they receive an offer that they accept. Applications will only be cancelled if an applicant fails to respond to letters asking if

they wish to stay on the register or it is cancelled in the annual system review.

In exceptional circumstances where an applicant has bid on, been offered, viewed and refused number of suitable properties with no valid reason, the Tenancy Services Manager will have discretion to close the application.

In cases where a household has been accepted as unintentionally homeless with a priority need and placed in bands A or B, 1 offer will be made to discharge the Council's statutory duty. Where this offer is refused, the application will be re-banded to Band C and treated as a waiting list application.

The Council aims to provide accommodation to homeless applicants in an area that they have selected, as the tenancy is more likely to be sustained. However, owing to the low turnover in certain areas, the need to help people move on from temporary accommodation, and discharge of the homeless duty, offers of reasonable accommodation may have to be made in an area, which has not been chosen but is reasonably accessible and available at an earlier date.

28.0 Exceptional Circumstances

The Council accepts that there may be circumstances that warrant exceptions to the normal allocation policy. The Director of Housing & Inclusion is therefore authorised to assess individual cases and where appropriate and reasonable to do so decide that an exception be made to the normal allocations policy. Such cases may include exceptions to:

- The application of the local lettings policy
- The application of the local connections criteria
- The priority band applied to an application
- The offer of accommodation to an applicant

Exception circumstances would include but not be limited to Public protection cases, situations where a move would assist the council in the effective management of its homes, or in order to make best use of housing stock for example where a property has been significantly adapted or has unusual attributes.

29.0 Nominations to Private Registered Providers

The Council has a number of nomination agreements with Housing Associations and will always endeavour to submit nominations for vacancies when requested. These properties will be advertised and shortlisted in accordance with the normal allocations scheme. The council will provide details of the three highest placed applicants to the

Housing Association who may conduct their own pre tenancy checks prior to making any offer of accommodation.

30.0 Review of the Housing Register

The housing register will be reviewed every 12-months. Applicants will be required to confirm that they wish to remain on the register and advise the Council if their circumstances have changed. Applicants who fail to respond to this review will be removed from the housing register. They will have to make a fresh application to rejoin the scheme if they wish to be considered for accommodation in the future.

On completion of the online application applicants will be advised of the information that they will need to provide e.g. photographic ID, reference, proof of child benefit. Applicants who fail to provide this evidence within 2 months will have their application cancelled and will need to reapply.

31.0 Confidentiality

We treat the information included on a housing application as strictly confidential

The Council will take disciplinary action against any employee who makes use of any information obtained in the course of their employment for personal gain or benefit, or who passes it to others who might use it in such a way. A report to the police will be made if it appears that a criminal offence has been committed.

The information included on a housing application is also protected by the Data Protection Act 1998. This means we cannot share the personal information provided on an application form without the applicants consent, except in specific exceptional circumstances.

The disclosure of information about any housing application to a third party is prohibited except on a "need to know" basis in the following circumstances:

- To plan and provide assistance jointly with health and social services agencies in appropriate cases.
- For the purpose of fraud detection, the prevention of crime, and the promotion of community safety.
- To enable efficient administration of offers of rehousing, lettings, housing association nominations, and rent and benefit accountancy etc.
- Where disclosure is a legal requirement.

Applicants can designate a relative, friend, agency or other third party to act of their behalf. By supplying the representative's information on the

HomeFinder application the applicant giving consent for all aspects of their application to be discussed with their representative.

32.0 Rights to Request Information and Reviews

In accordance with s166A(9) of the Housing Act 1996 (as amended), applicants have the following rights:

- a) to request such general information as will enable them to assess
 - how their applications are likely to be treated under this Policy (including in particular whether they are likely to be regarded as a member of a group of people who are to be given preference by virtue of s166A(3)), and
 - whether housing appropriate for their needs is likely to be made available to them and, if so, how long it is likely to be before such accommodation becomes available
- b) to request to be informed of any decision about the facts of his or her case which has been or is likely to be taken into account in considering whether to make an allocation; and
- c) to request a review of a decision under (b) above or a decision that they are either ineligible or non-qualifying.

The review process can be found at Appendix 4.

33.0 Support for Vulnerable Applicants

We aim to ensure that all applicants are able to full participate in the CBL scheme and appreciate that some customers may require some additional support to do so.

At application stage applicants will be asked whether they require any additional help. This may include;

- Advice on using the system and technology involved.
- Nominating someone to bid on their behalf, this could be a family member or worker from a support agency. In exceptional circumstances where an applicant is unable to bid themselves and has no advocate, a system of automated bidding can be used.
- The West Lancs HomeFinder website will be W3C AA compliant, meeting current accessibility standards, and makes use of the Browsealoud text reader.

APPENDIX 1

LOCAL CONNECTION AREAS

Altcar
Appley Bridge
Banks
Bickerstaffe
Halsall
Haskayne
Hesketh Bank
Newburgh
Parbold
Rufford
Scarisbrick
Tarleton
Westhead
Wrightington

APPENDIX 2

Overcrowding Assessment Guidance - The Bedroom Standard

The bedroom standard is the minimum standard against which local authorities assess overcrowding.

When assessing overcrowding, the following criteria should be taken into account:

- Married or cohabiting couples (including same sex couples) should have their own bedroom
- Each adult aged 21 years or more should have a separate bedroom
- A pair of adolescents of the same sex aged between 10 & 20 years can share a bedroom
- A pair of children aged under 10 regardless of sex can share a bedroom
- Any unpaired person aged 10-20 years is paired if possible with a child under 10 years of the same sex. If this is not possible, they should be given a separate bedroom. The same applies to any unpaired child aged under 10 years

In calculating the number of bedrooms available within properties the Council will treat every habitable room as a bedroom except kitchens, bathrooms and one room for use as a living room. The Council will normally consider additional downstairs rooms in houses for use as bedrooms in accordance with Housing Benefit regulations.

No more than 2 people are expected to share a room.

A pregnant woman will be assessed as requiring a room for the baby only once the baby is born.

Where a household is experiencing difficulties with accommodating 2 very young children i.e. under 5 in a single bedroom, an additional bedroom may be allocated. This award is discretionary and will only be made following a home visit by a Housing Options Advisor.

APPENDIX 3

Lettings Criteria

<u>Property Type</u>	<u>Qualifying Groups</u>
Bedsits	Single people & couples without children
Flats/Maisonettes	Single people, couples, families with children.
Houses	Households with children where the youngest is aged 16 or under.

Households with an expectant mother are treated as though the child has been born at 30 weeks of pregnancy as long as a copy of the MATB1 has been provided.

Sheltered housing bungalows and sheltered schemes are reserved for those over 55 years of age who need the added benefits of a safe and secure environment that supports and sustains their long term health and wellbeing. For sheltered flats not in a communal scheme, applications will be considered from households where all members are over 50.

In exceptional circumstances applicants under these age limits, with identified support needs which cannot be met in general needs accommodation, may be considered for sheltered housing. This decision will be taken in consultation with the manager responsible for the management of the Councils sheltered housing schemes

For those people with some levels of support needs the Council will work with appropriate agencies to achieve independent and sustainable tenancies.

Number of bedrooms

The number of bedrooms allocated will be dependent on the size of the household taking into account the bedroom standard.

The following criteria will be followed:

- Each married/co-habiting couple will require a bedroom
- Each adult aged 21 years or more will require a bedroom
- Each pair of children of the same sex aged between 10-20 will require a bedroom
- Each pair of children aged under 10, regardless of sex, require a bedroom (once one child reaches the age of 10, they can be paired with another person of the same sex who is aged 20 or under. Where this is not possible, the unpaired child will require a separate bedroom).

Households with an expectant mother are treated as though the child has been born at 30 weeks of pregnancy as long as a copy of the MATB1 has been provided.

Where there is a demonstrated need for an additional room for a carer or medical equipment (as evidenced by medical information), an additional bedroom can be allocated.

Where a household is experiencing difficulties with accommodating 2 very young children i.e. under 5 in a single bedroom, an additional bedroom may be allocated. This award is discretionary and will only be made following a detailed assessment.

As the Council has limited availability of 2 bedroom houses ; those households with two children and assessed as eligible for 2 bedrooms under the above criteria will be allowed to bid on both 2 and 3 bed properties, however all offers would subject to an affordability assessment.

APPENDIX 4

The Review Process

The Original Decision

Normally within 3 working days of making a decision on a housing application, the officer dealing with the case will notify the applicant in writing of that decision.

The decision letter will state;

- The reasons for the decision;
- The right to request a review of that decision;
- The time allowed to make a request for a review (normally 21 days from the date the date of the decision);
- The name of the officer to whom the request for review should be made

Where the applicant requests a review, the Review Procedure should be followed.

Review Procedure

Written request for a review has been received within the timescale allowed (normally 21 days).

Within 2 working days of the written request being received, a Review Officer will be appointed (this will be a senior officer who has not taken part in the original decision).

Within 10 working days of their appointment, the Review Officer will;

- Write to the applicant stating that the review request has been received;
- Advise the applicant of the identity of the reviewing officer;
- Inform the applicant that they or someone acting on their behalf can make representations in writing in connection with the review;
- Further details of the review procedure;
- The timescale within which the review will be completed (8 weeks from the day on which the review is made)

There is no further right of appeal if the applicant is not satisfied with the decision on review.

Any further challenge would have to be through the courts by way of judicial review.

WEST LANCASHIRE BOROUGH COUNCIL

PET POLICY



April 2018

1.0 Aim

- 1.1 To outline West Lancashire Borough Councils approach to the keeping of pets by new and existing tenants. We understand that people often enjoy the companionship of a pet, and recognise the health and well-being benefits that pet ownership can bring. Where possible we aim to accommodate request to keep pets when people are moving into council housing.
- 1.2 Being able to have or keep a pet can be a deciding factor for people when considering moving into their new home. We believe that tenants moving into our homes should not be forced to make the decision to give up a pet or risk missing out on the housing they need.

2.0 Scope

- 2.1 This policy explains how West Lancashire Borough Council will manage the ownership of pets within its homes. The policy covers the following issues:
 - What type of pets can be kept and in what circumstances.
 - What types of pets will not be considered
 - Responsibilities of owning a pet in
 - The actions which the Council will take where pets are kept inappropriately or cause nuisance to neighbours.

3.0 Requesting permission to keep a pet

Applicants for accommodation will be expected to keep their Homefinder application updated in regard to pet ownership. This information will be considered and discussed with prospective new tenants as part of the offer of accommodation process.

Existing tenants will not be expected to request permission to keep pet as long as the type of pet is considered suitable for the type of home in which they live as outlined in 5.0 of this policy.

4.0 Definitions

Any domestic animal can be a pet. Dogs and cats are the most obvious but there are also those which are kept purely indoors such as tropical and gold fish, budgies.

5.0 What type of pets can be kept and in what circumstances.

This list provides a guide to applicants and residents about the numbers and types of pets may be considered, it is not exhaustive.

Caged Pets

- birds

Are permitted to be kept in any property type

Tanks

- Coldwater fish
- Tropical fish
- Reptiles

Are permitted to be kept in any property type

Un-caged Pets

- One dog
- One or two cats

Are permitted in

- All houses
- All sheltered flats and bungalows
- Flats that do not have enclosed communal areas

Assistance dogs – such as guide dogs, hearing dogs or dogs for the disabled will always be permitted.

6.0 What types of pets will not be considered

6.1 Dangerous Dogs Act 1991

According to the dangerous dogs Act 1991 it is an offence to keep specific breeds of dogs.

- Pit Bulls
- Japanese Tosas
- Dogos Argentinos
- Filas Brasileiros

Therefore, these breeds will not be accepted.

6.2 Wild or Farmyard animals

The Dangerous Wild Animals Act 1976 prohibits individuals from keeping wild animals as pets, such as: Venomous Snakes, etc; therefore these will not be permitted.

Permission will also not be granted for farmyard animals. Exceptions may be agreed for keeping chickens in areas where this would not cause a nuisance or annoyance to neighbours.

7.0 Responsibilities of owning a pet

The Animal Welfare Act 2006 states that anyone who owns a pet must care for their animal in a proper manner. In addition any tenant keeping a pet has to act as a responsible pet owner and to ensure that any pet owned, does not cause a nuisance to the quiet enjoyment of other residents living within the scheme.

7.1 Responsibilities include ensuring that

- Faeces is picked up and disposed of correctly, in an appropriate bin suitable for animal faeces
- Litter trays and cages should be cleaned out regularly and disposed of in an appropriate manner
- Excessive noise (such as dog barking constantly) will not be tolerated. If the owner is unwilling to cooperate, then he/she will be given the option of either rehoming the pet or giving up their tenancy.
- For the consideration of other tenants, pets must not be left on their own for any long periods of time for example overnight; as this can cause excessive behaviour problems.
- Pets are not left in a property when the tenant is away. The pet should be taken with them or boarded elsewhere. Pet owners are responsible for making arrangement to have their pet cared for in the event of ill health, hospitalisation, holidays or emergencies.

8.0 Additional responsibilities for pet owners in Older Persons Housing

- There must be a named responsible person who will take responsibility for the pet in an emergency or should the tenant be incapacitated in any way. In the event of the tenant becoming incapacitated and the responsible named person is not able to take responsibility for the pet then the Council will arrange for the pet to be taken care of in an appropriate manner, any costs incurred will be recharged to the tenant.
- Tenants will be responsible for notifying the Sheltered Housing Team of any changes to these details.
- Pets are not allowed to roam in internal or external communal areas. Dogs must be kept on a lead when outside the tenants home and in communal areas
- Communal rooms such as lounges (residents lounges would be used for access to gardens / footpaths only where applicable), communal kitchen, laundry and other residents' apartments are out of bounds and pets are not allowed.

If these responsibilities are not adhered to then tenancy enforcement actions will be taken.

The Council encourages any tenant who owns a pet to:

- Take out appropriate insurance for their pet
- Ensure cats and dogs are neutered
- Ensure cats and dogs are micro-chipped
- Ensure pets are vaccinated and treated appropriately to prevent fleas

9.0 Visiting Pets

Tenants will not be permitted to look after other pets whilst their family or friends are on holiday etc.

10.0 Withdrawing Permission

West Lancashire Borough Council reserves the right to withdraw permission for a tenant to keep a pet under the following circumstances:

- You have failed to comply with the obligations set above.
- Persistent complaints, which have been substantiated have been made about your animal's behaviour.
- There is evidence of cruelty to the animal or lack of responsibility.
- You become unable to look after the pet due to physical or mental frailty.

Scenarios

1. Mrs Buck is a Council tenant, she currently owes £654 rent arrears, she has made an arrangement to reduce her arrears by £5 per week, and has made 1 payment.

Under current policy – arrears must be under £500 and then regular agreed payments have been made for 3 months before she can be registered onto Housing Register

Under new policy – applicant will not be accepted onto the housing register. Arrears must be under £250 and regular agreed payments have been made for at least 3-months

2. Mr Joel is a Council tenant, he currently owes £94 rent arrears. His rent payment is £7 per week, he has just made an arrangement to reduce the arrears by £12 per month, but has not made any payments.

Under current policy- he would be accepted onto the housing register and allowed to bid

Under new policy – the application will be suspended the arrears have reduced by 50% and regular payments made for 3 months

3. Mr & Mrs Smith applied for housing in July 2015, they are Council tenants living in a one bed flat which meets all their housing needs. They want to move to Birch Green because they prefer the area.

Ms Jones applied for housing in Sept 2016, she is currently living in a 1 bed flat in the private rented sector, whilst she can meet her rent obligations she wishes to move to a more affordable property.

Both bid on a 1 bed flat in Birch Green

Under current policy both households would be in Band D on the basis that they are adequately housed. Mr & Mrs Smith would be in a higher position as they have been on the housing register longer.

Under new policy Mr & Mrs Smith as Council tenants who are adequately housed would be in Band E. Ms Jones due to the insecurity of tenure and affordability of current tenancy would be in Band D. She would therefore be in a higher position.

4. Ms Neilson lives in Burscough in a 3 bed house in the private sector, which meets her household needs. She wishes to move closer to her mum in Banks. On the basis that her mum has lived in Banks for 6 years she would be registered in Band D but with Local connection to Banks

Miss Williams lodges with her mum in Tanhouse, with her 2 children, girl aged 2 years, and a boy aged 12 years. The property is a 2 bedroom house, Miss Williams is in Band A to reflect her overcrowding.

Both bid on a 3 bed house in Banks

Under current policy – All applicants with a Local connection are given preference despite their priority band therefore Ms Neilson would be offered the tenancy.

Under new policy – LC preference would operate within priority Band, therefore Miss Williams would be offered the tenancy.

Local Connection Data

Lettings by Band 2016-17

Lettings In all Areas by Band 2016-17

The table below shows the total number of properties allocated by West Lancashire Borough Council across all areas of the borough in 2016-17. This information is broken down by allocation area and the priority bands of the successful applicants

Area	Band				Grand Total
	Band A	Band B	Band C	Band D	
Appley Bridge		1		2	3
Ashurst	3	5	6	5	19
Aughton	3	1	1	2	7
Banks	1	1	1	5	8
Birch Green	28	31	27	25	111
Birch Green Central	4	5	7	2	18
Burscough	6	1	1	4	12
Clay Brow	2	5	7	11	25
Digmoor	5	9	20	22	56
Halsall		2			2
Haskayne		2			2
Hesketh Bank	1	1		5	7
Holland Moor	1	2		1	4
Little Digmoor	1	2	7	5	15
New Church Farm	4	3	3	3	13
Newburgh	1				1
Old Skelmersdale	11	14	24	20	69
Ormskirk	12	11	5	17	45
Parbold				1	1
Scarisbrick	1	1		1	3
Tanhouse 1&2	1	10	14	28	53
Tanhouse 4&5	6	11	6	20	43
Tarleton	2	3	1	7	13
Upholland	4	11	7	13	35
Westhead		1			1
Wrightington				2	2
Grand Total	97	133	137	201	568
%of Allocations	17%	23.5%	24%	35.5%	100%

Lettings In 50% Local Connection Areas by Band 2016-17

The table below shows the number of properties allocated in those areas designated as 50% Local Connection areas in 2016-17. This information is broken down by allocation area and the priority bands of the successful applicants.

It demonstrates that 56% of allocations in these areas are currently made to those applicants with low levels of housing need, that is those in our non-priority bands C&D.

Area	Band				Grand Total
	Band A	Band B	Band C	Band D	
Aughton	3	1	1	2	7
Burscough	6	1	1	4	12
Old Skelmersdale	11	14	24	20	69
Ormskirk	12	11	5	17	45
Upholland	4	11	7	13	35
Grand Total	36	38	38	56	168
%of Allocations	21.5%	22.5%	22.5%	33.5%	100%

Lettings In 100% Local Connection Areas by Band 2016-17

The table below shows the number of properties allocated in those areas designated as 100% Local Connection areas in 2016-17. This information is broken down by allocation area and the priority bands of the successful applicants.

It demonstrates that 58% of allocations in these areas are currently made to those applicants with low levels of housing need, that is those in our non-priority bands C&D.

Area	Band				Grand Total
	Band A	Band B	Band C	Band D	
Appley Bridge		1		2	3
Banks	1	1	1	5	8
Halsall		2			2
Haskayne		2			2
Hesketh Bank	1	1		5	7
Newburgh	1				1
Parbold				1	1
Scarisbrick	1	1		1	3

Tarleton	2	3	1	7	13
Westhead		1			1
Wrightington				2	2
Grand Total	6	12	2	23	43
%of Allocations	14%	28%	5%	53%	100%

*As there are some Allocations Areas where we do not operate a Local Connection criteria the data in the second and third tables will not total those shown in the first table.

Number of Lettings to those with Local Connection 2016-17

Number of Lettings to those with Local Connection in 50% Local Connection Areas 2016-17

The table below shows the number of allocations in the 50% Local Connection areas and how many of these applicants in each area satisfied the local connection criteria. This demonstrates that we are achieving 56% allocations to applicants with Local Connection.

Area	Total Lets	Lets to Local Applicants
Aughton	7	5
Burscough	12	9
Old Skelmersdale	69	32
Ormskirk	45	32
Upholland	35	16
Grand Total	168	94

Number of Lettings to those with Local Connection in 100% Local Connection Areas 2016-17

The table below shows the number of allocations in the 100% Local Connection areas and how many of these applicants in each area satisfied the local connection criteria. This demonstrates that whilst we aim to allocate every property to someone who has a local connection in reality because of the lack of demand from local people we only allocate 39% of properties in these areas to those with a Local Connection.

Area	Total Lets	Lets to Local Applicants
Altcar	0	0
Appley Bridge	3	2
Banks	8	3
Bickerstaff	0	0
Halsall	2	0
Haskayne	2	1
Hesketh Bank	7	2
Newburgh	1	0
Parbold	1	0
Rufford	0	0
Scarisbrick	3	2
Tarleton	13	6
Westhead	1	1
Wrightington	2	0
Grand Total	43	17

Sheltered Lettings in Local Connection Areas 2016-17

Many of the allocations in the 100% local connection areas are in our sheltered housing stock. This is because there is a greater supply and a higher turnover of sheltered housing.

Sheltered Lettings in 50% Local Connection Areas 2016-17

The table below shows the number of allocations in the 50% local connection areas broken down into general needs and sheltered properties. Of the 168 allocations for the whole year 33% were in sheltered accommodation and 67% of allocations to general needs accommodation.

Area	General Needs	Sheltered Housing	Grand Total
Aughton	5	2	7
Burscough	7	5	12
Old Skelmersdale	56	13	69
Ormskirk	20	25	45
Upholland	25	10	35
Total	113	55	168

Sheltered Lettings in 100% Local Connection Areas 2016-17

The table below shows the number of allocations in the 100% local connection areas broken down into general needs and sheltered properties. Of the 43 allocations made in the whole year 77% of allocations were made to sheltered accommodation and 23% of allocations to general needs accommodation.

Area	General Needs	Sheltered Housing	Grand Total
Appley Bridge		3	3
Banks	2	6	8
Halsall	2	0	2
Haskayne	2	0	2
Hesketh Bank	1	6	7
Newburgh		1	1
Parbold		1	1
Scarisbrick		3	3
Tarleton	1	12	13
Westhead	1	0	1
Wrightington	1	1	2
Total	10	33	43

