

# Public Document Pack



**Meeting:** EAP Health & Wellbeing and Vulnerable People

**Date:** Friday 29th October, 2021

**Time:** 9.30 am

**Venue:** Corby Cube, George Street, Corby, NN17 1QG

To members of the EAP Health & Wellbeing and Vulnerable People:

Councillors Harrison (Chair), Harrington, Lawal, McGhee, Roberts, Shacklock and Smith-Haynes

<b>Agenda</b>			
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<p>Adele Wylie, Monitoring Officer North Northamptonshire Council</p>  <p><b>Proper Officer</b> <b>22 October 2021</b></p>			

This agenda has been published by Democratic Services.

Committee Administrator: Francesca McHugo

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## Minutes of a meeting of the EAP Health & Wellbeing and Vulnerable People

At 9.30 am on Friday 1st October, 2021

Held in the Council Chamber, Cedar Drive, Thrapston, NN14 4LZ

### Present:-

#### Members

Councillor Helen Harrison (Chair)

Councillor Ken Harrington

Councillor John McGhee

Councillor King Lawal

Councillor Russell Roberts

Councillor Chris Smith-Haynes

#### Also in attendance

Councillor A Mercer - Executive Member for Adults, Health and Wellbeing

#### Officers

David Watts – Executive Director Adults, Communities & Wellbeing

Lucy Wightman – Director of Public Health

Francesca McHugo – Democratic Services

### 19 Chair's Announcements

The Chair welcomed the Executive Member for Housing & Communities, Councillor Andy Mercer to the meeting.

### 20 Apologies for absence

Apologies were received from Councillor G Shacklock.

### 21 Members' Declarations of Interest

The Chair invited those who wished to do so to declare any interests in respect of items on the agenda.

The following declarations were made:-

Minute Number	Councillor/Officer	Type of Interest
23	King Lawal	Other Interest – as a manager of a social care company and involvement with Groundwork Northamptonshire
23	John McGhee	Interest – relative receives funding from Northamptonshire Sport related to employment.
23	Lucy Wightman	Other Interest – as a board member of Northamptonshire Sport

## **22 Minutes of the Meeting Held On 27 August 2021**

It was AGREED:

That the minutes of the Health, Wellbeing & Vulnerable People Executive Advisory Panel held on 27 August 2021 be agreed as a true and accurate record of the meeting.

## **23 Whole Systems Approach to Healthy Weight**

The Director of Public Health introduced a briefing document which built upon the Public Health England research which followed a four year pilot on the Whole Systems Approach (WSA) to obesity.

The complexity of the obesity problem was outlined and members noted the red RAG rating (adult weight) and amber RAG rating (children's weight). The importance of engaging in a 'Health in all Policies' model of working was also highlighted.

Members supported the 'WSA to Healthy Weight' and the work needed to secure implementation of an overarching strategy to tackle obesity.

During the panel discussion, the following principal points were raised:

- i) The relationship between mental health, bullying and the age of social media should be more explicitly addressed within the WSA;
- ii) The Council should lead by example with provision of staff support and opportunities along with outreach programmes to include depots and community hubs;
- iii) Non weight bearing activities should be identified to support those with limitations;
- iv) Data driven to highlight evidence in relation to planning SPDs to try and include in local plan;
- v) Weight tracking should be extended to monitor sustained weight loss over more than 2 years;
- vi) The approach needs to be consistent and sustainable across North Northamptonshire;
- vii) The Adult Learning Service could provide an opportunity for provision of healthy weight education.

It was AGREED:

- a) That the general principles of the whole systems approach to tackling healthy weight and obesity be supported.

- b) To recommend to the Director of Public Health that the following points be considered in future revisions of the 'Whole Systems Approach to Healthy Weight':
- i) An overarching strategy be developed to encompass all social classes;
  - ii) A consistent approach be developed across North Northamptonshire;
  - iii) The relationship between mental health, bullying, and the age of social media be explicitly referenced within the WSA to healthy weight;
  - iv) The council lead by example, developing opportunities for staff programmes, including outreach projects to depots and community hubs;
  - v) Barriers to exercise should be identified and alternatives sought;
  - vi) Increased monitoring be undertaken to assess sustained weight loss over a period of 2 years;
  - vii) A data driven approach be undertaken to support the Council in planning policy development;
  - viii) Collaboration be sought with Adult Learning to increase opportunity for health education.

## **24 Afghan Refugees and Resettlement**

The Executive Director for Adults, Communities and Wellbeing outlined the work undertaken to date in mobilising the North Northamptonshire Council (NNC) Afghan Resettlement Tactical Coordination Group (TCG) and preparatory work in anticipation of both a bridging hotel and longer-term resettlement requests. The Executive Director thanked the Department of Public Health for support given during the quarantine and bridging process.

Members noted the council response to date to the Afghan resettlement requests and the initial pledge made to support at least ten families to resettle in North Northamptonshire.

During discussion, members raised the following principal points:

- i) Assurance was sought that landlord background checks, safety certifications and suitability and quality of housing provided would be in line with NNC housing policies;
- ii) Security of tenure for a minimum of an initial 12 months was welcomed;
- iii) Securing accommodation in suitable neighbourhoods would be important for community integration;
- iv) The ability to apply for British citizenship after a period of five years for Afghan families was welcomed;
- v) Provision was identified to support in accessing and completing applications for financial aid;

- vi) The financial implications of resettlement and integration costs should be noted to avoid any future surprises should government funding cease.
- vii) It was considered that the Armed Forces Covenant should apply to Afghan families where applicable.

It was AGREED:

- a) That the council response to date to the Afghan resettlement requests and the initial pledge made to support families to resettle in North Northamptonshire be noted;
- b) That the work to date in mobilising the North Northamptonshire Council (NNC) Afghan Resettlement Tactical Coordination Group (TCG) and preparatory work undertaken in anticipation of both a bridging hotel and longer-term resettlement requests be noted;
- c) The following feedback and suggestions be recommended to the Executive for consideration:
  - i) That future resource be identified to close potential funding gaps if required'
  - ii) Provision be identified to support applications for permanent housing and financial aid; and
  - iii) The Panel supports the granting of security of tenure for a minimum period of 12 months.

## **25 Health & Wellbeing Papers**

The Executive Director for Adults, Communities and Wellbeing introduced a report and presentation outlining the relationship of place and sub-place within the Integrated Care System.

The Executive Member for Adults, Health and Wellbeing reflected on the North Northamptonshire Health & Wellbeing Board workshop that had been held on 23<sup>rd</sup> September 2021 and thanked officers for the informative presentation. It was noted that the questions discussed at the workshop were outlined in section 2.5 of the report.

During discussion, members raised the following principal points:

- i) The future role of the HWBB seemed to be unclear;
- ii) It was important to recognise the accountability of the HWBB in addressing inequalities;
- iii) The system should work from the grassroots up – by identifying appropriate grassroots forums for local involvement;
- iv) Local forums either new or existing, once agreed, should be properly constituted and embedded in the governance structure;

- v) The Council should challenge itself on the term 'Place'. The definition was unclear;
- vi) It should be recognises that communities could be interpreted as self-defined groups, as opposed to geographical areas; and
- vii) The Panel noted the intention of the Executive to deliver welcoming and accessible community hubs.

It was AGREED that:

- a) The presentation and questions discussed at the Health and Wellbeing Board (HWBB) workshop be noted;
- b) The verbal update from the Executive Member for Adults Health and Wellbeing and the Executive Director for Adults, Communities and Wellbeing on their reflections from the HWBB workshop be noted;
- c) The following points be recommended to the Executive for consideration in the ongoing work around the creation and implementation of the Integrated Care System (ICS):
  - i) Clarity be given to the future role of the Health & Wellbeing Board;
  - ii) Appropriate grassroots forums be identified to support local engagement;
  - iii) Any local forums be embedded in the governance structure of the council;
  - iv) The meaning of 'Place' within the ICS system be further considered.

## **26 Forward Plan of Executive Items**

The Panel received the Executive Forward Plan covering the period 1 September 2021 to 31 December 2021.

It was AGREED that the Executive Forward Plan of items be noted.

## **27 Work Programme**

Members reviewed the forward list of items for future consideration by the panel.

It was AGREED that the following items be added to the work programme of the Health, Wellbeing & Vulnerable People EAP:

- i. Adult Education Offer (December 2021)
- ii. Left behind communities- Scrutiny Task Group update (November 2021)
- iii. Public Health Communications and Engagement Strategy/ Data gathering (December 2021)
- iv. Big Community Funds (ongoing update item as requested by the Panel)

**28 Updates and Alerts**

The Director of Public Health updated members on the rollout of the winter flu vaccinations and the current uptake of Covid-19 vaccinations.

It was confirmed that all scheduled deliveries for the local area had been fulfilled following initial supply concerns. Members noted that the 2021 flu vaccination programme had been extended to include those aged over 50 and school aged children.

Members also noted that the Flu communications strategy would launch the week commencing 4 October 2021.

It was AGREED:

That the updates on winter flu prevention and the Covid-19 booster vaccine rollout be noted

**29 Close of meeting**

The Chair thanked members and officers for their attendance and closed the meeting.

\_\_\_\_\_

Chair

\_\_\_\_\_

Date

The meeting closed at 11.46 am

## Health, Wellbeing & Vulnerable People Executive Advisory Panel 29<sup>th</sup> October 2021

<b>Report Title</b>	Council Housing Policy Update
<b>Report Author</b>	Nick Woods Neighbourhood Services Manager – Policy Lead nick.woods@northnorthants.gov.uk
<b>Lead Member</b>	Portfolio Holder for Housing & Communities, Councillor Andy Mercer

### List of Appendices

- Appendix A – Tenancy Policy**
- Appendix B – Tenancy Agreement**
- Appendix C – Aids and Adaptations Policy**

#### **1. Purpose of Report**

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- 1.1. To seek feedback from the Executive Advisory Panel for two harmonised policies and a new Tenancy Agreement to be approved for adoption by North Northamptonshire Council.

#### **2. Executive Summary**

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- 2.1 The purpose of this report is to seek feedback from the Executive Advisory Panel on the two key harmonised council housing policies and a new North Northamptonshire Council Tenancy Agreement prior to consideration at the meeting of the Executive to be held 18 November 2021.
- 2.2 The current status quo is that Corby and Kettering housing teams have their own separate Tenancy Policies, Tenancy Agreements and Aids & Adaptations Policies.
- 2.3 The adoption of these key documents will assist in enabling consistency between the two teams and within North Northamptonshire Council.
- 2.4 A North Northamptonshire Tenancy Policy is required by the Localism Act 2011 and sets out our tenancy offer to successful applicants and council tenants.
- 2.5 Our main tenancy offer is to grant introductory one year tenancies to new applicants. Where tenancy conditions are met, we will then award secure

tenancies. We provide more intensive management to assist successful introductory tenancies. This approach helps meet our aim to manage sustainable housing neighbourhoods.

- 2.6 We propose two main exceptions to this. The first is where a tenant has not managed to stick to the terms of the introductory tenancy. Instead of taking possession proceedings to evict them, unless the breaches are so severe that we would normally apply for possession, we would rather offer them a 2 year fixed term tenancy to allow us further time to work with them to sustain their tenancy.
- 2.7 The latter is in order to protect our adapted properties where we have specialist accommodation, or where we have spent a significant amount of money in adapting a property. In order to safeguard this stock and ensure that it is utilised to meet ongoing need with finite resources, we propose having a 5 year fixed term tenancy.
- 2.8 Where a 5-year fixed term tenancy is in its final year we will conduct a review with the tenant. Should there have been no changes we will grant a further term. Where circumstances or needs have changed we will look at options to assist the tenant to a more suitable property.
- 2.9 The use of fixed term tenancies will be usual practice for applicants and tenants in Kettering, whilst it will be a change for Corby and we provide more details in the issues and choices section below.
- 2.10 As a landlord North Northamptonshire Council needs to offer its tenants one harmonised Tenancy Agreement. Our proposed Tenancy Agreement is fairly standard and does not change our offer of service to our tenants.
- 2.11 The main advantages of adopting these policies are that tenants will get a fair and consistent approach when applying to become Council Tenants and where applying for aids and adaptations.

### **3. Recommendations**

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- 3.1 It is recommended that the Executive Advisory Panel consider the content of the two harmonised policies and new Tenancy Agreement as set out in the Appendices and provide feedback and advice as considered appropriate to the Executive.

### **4. Report Background**

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- 4.1 North Northants has council housing stock in the Kettering and Corby areas. As at 1<sup>st</sup> April 2021
  - Kettering 3625 homes of which 401 are sheltered
  - Corby 4615 homes of which 536 are sheltered
- 4.2 Prior to the formation of North Northamptonshire Council, Kettering and Corby have their own different documents, policies and procedures.

4.2 These all require harmonisation and currently present some risks to the authority.

## **5. Issues and Choices**

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5.1 Our 2 teams in Corby and Kettering currently manage our Council Housing functions in different ways. This presents obvious risks to the organisation. Furthermore, it presents issues of inconsistency for our customers.

5.2 We have a work plan to harmonise all of our policies and procedures.

5.3 Our approach is to remodel our existing procedures, taking the best from both, in line with best practice and legislation.

5.4 Leaving the current status quo is not really an option due to the risks that it creates around management of our tenancies, properties and people.

5.5 Utilising Fixed Term Tenancies in the two situations detailed will represent a change to our approach for NNC tenants in Corby.

5.6 The approach will be consistent with current working practices in the Kettering area.

5.7 We have positive examples whereby being able to grant 2 year fixed term tenancies at the end of unsuccessful introductory tenancies has led to successful secure tenancies, rather than evictions.

5.8 For adapted properties, once there is no longer a need for this type of property, we are able within law to commence possession proceedings. However, our preference is to be up front in acknowledging that we have a very limited supply of adapted properties, and finite resources to adapt enough properties to meet demand.

5.9 Our proposal will enable us to make sure that homes that have been significantly adapted, or are wheelchair accessible, are made available for re-letting when they are no longer required by the tenant.

5.10 We do not anticipate our proposal to lead to negative housing situations in the Corby area, moreover we believe that the introduction of fixed term tenancies, in the exceptional circumstances mentioned, will support our approach to providing sustainable tenancies.

## **6. Implications (including financial implications)**

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### **6.1 Resources and Financial**

6.1.1 We are currently resourcing our work through the two HRA budgets. There will need to be some planned activity to change all of our Tenancy Agreements, but we plan to do this from existing budget and resources.

### **6.2 Legal**

6.2.1 The proposals will help to offset some legal risk.

### **6.3 Risk**

6.3.1 There are risks in managing North Northamptonshire Council Housing in the current way.

6.3.2 Having one Tenancy Policy and a harmonised Tenancy Agreement is fundamental in moving towards a consistent approach for our tenants.

### **6.4 Consultation**

6.4.1 We have consulted with our current tenant groups in the Corby and Kettering areas.

6.4.2 The feedback from these groups were positive in supporting us to propose the approval of our approach and these documents.

### **6.5 Consideration by Scrutiny**

6.5.1 This has not been reviewed by the Scrutiny Commission, therefore no comments or recommendations have been received.

### **6.6 Climate Impact**

6.6.1 There are no impacts upon climate.

### **6.7 Community Impact**

6.7.1 Providing one consistent service to our communities will be a positive for the residents of North Northants Council.

6.7.2 Creating a consistent approach to our tenancy offer will help to maintain sustainable neighbourhoods.

6.7.3 Having the same tenancy agreements will make it simpler when tenants want to exchange with another North Northamptonshire tenant.

## **7. Background Papers**

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7.1 In preparing this report and our key documents, the previous policies of the former district and boroughs were reviewed and taken into consideration for the proposals.

# Tenancy Policy

Add date or version no.

[www.northnorthants.gov.uk](http://www.northnorthants.gov.uk)

# Document Version Control

Author (Post holder title): Nick Woods (Neighbourhood Services Manager)

Type of document: Policy

Version Number: 0.4

Document File Name: Tenancy Policy

Issue date: TBC

Approval date and by who (CMT / committee): Executive

Document held by (name/section): TBC

For internal publication only or external also? Both

Document stored on Council website or Intranet? Yes

Next review date: November 2024

## Change History

Issue	Date	Comments
0.1	29.01.21	First Draft
0.2	18.08.21	Second Draft (Staff & Tenant Groups Consultation)
0.3	06.10.21	Third Draft (Portfolio Holder Review)
0.4	18.10.21	Fourth Draft (SLT Review)

NB: Draft versions 0.1 - final published versions 1.0

## Consultees

Internal	External
Kettering Tenant Forum	
Corby Tenant Voice	

## Distribution List

Internal	External
TBC	TBC

## Links to other documents

Document	Link
The Housing Strategy	
Homelessness and Rough Sleeper Policy	
Keyways Housing Allocations Scheme	
Anti-Social Behaviour Policy	
Aids & Adaptations Policy	
Domestic Abuse Policy	

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## 1.0 Introduction

1.1 The Tenancy Policy provides clarity to applicants, tenants, elected members and staff on the various types of tenancy that the Council will offer and its approach when dealing with issues such as rights of succession, assignment, tenancy fraud and termination.

## 2.0 Scope

2.1 This Tenancy Policy sets out:

- the types of tenancy we offer
- the length of tenancy to be offered
- under what circumstances different types of tenancies will be offered
- how we review tenancies
- the circumstances in which tenancies may not be renewed.
- how we manage requests to change an existing tenancy
- our approach to tenancy sustainment
- how we enable social mobility for tenants
- our approach to dealing with tenancy fraud
- how tenancies can be terminated

2.2 We will issue tenancies which are compatible with the type of accommodation, the needs of the individual households, the sustainability of the community and the efficient use of our housing stock; having regard to our Housing Strategy, Keyways Allocation Policy, statute and good practice.

2.3 We aim to achieve high standards of customer care and support for prospective tenants, taking into account individual needs at any given time.

## 3.0 Policy Outcomes

3.1 The overarching aims of this Tenancy Policy are:

- to ensure that the Council make best use of its housing stock, and
- to ensure that tenants receive practical support and advice in sustaining their tenancies.

## 4.0 Stock Profile

4.1 As at 1<sup>st</sup> April 2021 North Northamptonshire Council owned and managed 8,224 homes, including 965 in sheltered schemes. Accommodation comprises of a variety of houses, flats, bungalows and maisonettes.

The Council relets on average 600 properties which become vacant every year.

## 5.0 Legislation

### 5.1 Housing Act 1985

One of the main functions of the Act was to create secure lifetime tenancies, alongside this the right for a family member to succeed or take over a tenancy following the death of the main tenant.

### 5.2 Housing Act 1996

The Housing Act 1996 gave Local Authorities the power to operate an introductory tenancy regime.

### 5.3 The Antisocial Behaviour Act 2003

The 2003 act allows landlords to apply to court to demote a Secure Tenancy where antisocial behaviour is an ongoing problem.

### 5.4 The Housing and Regeneration Act 2008

This act allows landlords to offer tenants, with a history of antisocial behaviour, a Family Intervention Tenancy.

### 5.5 Localism Act 2011

The Localism Act 2011 introduced a new power for local authorities to offer flexible fixed term tenancies to new social tenants after 1 April 2012. The Act also limited statutory succession for tenancies created post April 2012, whilst enabling authorities to make local decisions about extending contractual succession to other family members.

North Northamptonshire's approach to both of these elements are covered within this Tenancy Policy as required through the Localism Act.

### 5.6 Housing and Planning Act 2016

The Housing and Planning Act 2016 included the provisions needed to compel local authorities to grant fixed-term secure tenancies subject to a few exceptions. These regulations did not come into force.

## 5.7 Domestic Abuse Bill 2020

The Domestic Abuse Bill 2020 require local authorities, when re-housing an existing lifetime social tenant, or offering them a new sole tenancy in their own home, to grant a new lifetime tenancy if the local authority is satisfied that the tenant or a member of their household has been a victim of domestic abuse and the new tenancy is granted in connection with that abuse.

# 6.0 Tenancy Offer

## 6.1 Definitions

### **Introductory Tenancy**

An introductory tenancy provides a 12-month trial period before a tenant is awarded a secure tenancy. Should tenancy breaches occur in the period, it can be extended by a further 6 months. Introductory tenants have fewer rights than secure tenants, and their tenancies can be ended more easily.

### **Secure Tenancy**

As a secure tenant, you can usually live in the property for the rest of your life, so long as you do not break the conditions of the tenancy agreement.

### **Assured Tenancy**

An assured tenancy is a long term tenancy provided by other social housing providers, such as Housing Associations.

### **Fixed Term Tenancy**

A fixed term tenancy is for a set period of time, usually between 2-5 years.

## 6.2 Tenancy Offer

North Northamptonshire Council is committed to making best use of its housing stock in order to meet the needs of tenants and applicants and to provide settled, secure accommodation that is sustainable over the long term.

Any successful applicants who do not hold an Assured or Secure tenancy with a social housing provider, at the time of offer, will be offered an Introductory Tenancy.

Any successful applicants who already have an Assured tenancy or a Secure tenancy with a social housing provider will be granted a Secure tenancy.

We will offer Secure Tenancies to most tenants following an Introductory Tenancy.

Two-year flexible Fixed Term Tenancies may be used in exceptional circumstances, where an Introductory Tenancy has been extended to allow more time for the tenant to be intensively supported so that they can sustain their tenancy.

Flexible fixed term tenancies may be used for specialist accommodation such as fully adapted housing.

Where appropriate we will offer tenants, with a history of anti-social behaviour, a Family Intervention Tenancy.

Our tenancy offer is set out in the table below.

Household type	Tenancy Type	Proposed length of new tenancy	Reason
All Applicants new to social housing	Introductory Tenancy followed by Secure Tenancy	Lifetime	To provide tenants with the security and safety of a Secure Tenancy.
EXCEPTIONS			
All applicants who already have a lifetime tenancy	Secure Tenancy	Lifetime	To provide existing lifetime social housing tenants with the security and safety of a Secure Tenancy.
Tenants whose Introductory Tenancy has been extended due to their conduct during the tenancy (and requiring more intensive support to ensure their tenancy is sustained into the long term).	Fixed Term	2 years	To enable the tenant to work intensively with the housing team to sustain their tenancy.
Specialist Housing Solutions such as fully adapted specialist accommodation, either purpose built or extensively adapted.	Fixed Term	5 years minimum	To ensure the very best use of accommodation in short supply. The properties will be identified prior to advertising on Keyways and the advert will clearly state the tenancy type to be offered.
Families who require intervention to reduce the risk of eviction due to anti-social behaviour.	Family Intervention Tenancy (with support)	2 years	To enable families to work intensively with the housing team to sustain their tenancy.

### **6.3 Introductory Tenancies**

North Northamptonshire Council will offer a 12-month Introductory Tenancy to all applicants who are new to social housing. There will be the potential to extend an Introductory Tenancy for an additional six months where there are concerns about tenancy conduct and breaches of the conditions of tenancy that do not warrant ending the tenancy. Tenancies will be actively monitored and where there are any issues, intensive support will be provided.

Decisions to extend or end an Introductory Tenancy are subject to review. Our reviews will mirror our approach detailed for Stage 2 complaints in the Customer Compliments, Comments and Complaints Policy.

## 6.4 Secure Tenancies

We will offer lifetime Secure Tenancies to all tenants who have successfully maintained an Introductory Tenancy for 12 months, unless specific circumstances apply.

## 6.5 Flexible Fixed Term Tenancies

We may use Fixed Term Tenancies of a minimum of two years where an Introductory Tenancy has been extended. All two-year Fixed Term Tenancies will come with intensive support from the housing team. Advice will be provided and will stipulate what is required from the tenant in order to comply with their tenancy conditions before becoming a Secure Tenant.

We may use Fixed Term Tenancies of a minimum of 5 years where we are letting fully adapted and accessible accommodation, either purpose built or extensively adapted.

## 6.6 Other Tenancies Available

The Antisocial Behaviour Act 2003 allows us to apply to court to demote a Secure Tenancy where antisocial behaviour is an ongoing problem. A tenancy which is demoted does not have the same rights and security of tenure as a Secure Tenancy.

The Housing and Regeneration Act 2008 allows us to offer tenants, with a history of antisocial behaviour, a Family Intervention Tenancy. These tenancies are monitored very closely and include the requirement that the tenants must engage with statutory and voluntary agencies in order to improve any antisocial behaviour.

### Summary of Tenancy Rights

Introductory Tenancy	Fixed Term Tenancy	Secure Tenancy
Security of Tenure	Security of Tenure for the fixed term	Security of Tenure for one future move
The Right to Succession	The Right to Succession	The Right to Succession
	The Right to Repair	The Right to Repair
The Right to Assign	The Right to Assign	The Right to Assign
The Right to Information	The Right to Information	The Right to Information
The Right to Consultation	The Right to Consultation	The Right to Consultation
The Right to Notice	The Right to Notice	The Right to Notice
The Right to request a Review	The Right to request a Review	The Right to Compensation
	The Right to Mutual Exchange	The Right to Mutual Exchange
	The Right to Buy (exceptions apply)	The Right to Buy (exceptions apply)
	The Right to take in a lodger or sublet part of your home	The Right to take in a lodger or sublet part of your home
		The Right to make Improvements

Note: Tenants granted a Flexible Fixed Term Tenancy or Introductory Tenancy do not have a statutory right to improve their properties or be compensated for those improvements.

### ***6.7 Minors and Tenancy Offers***

Tenancies would not normally be granted to applicants under the age of 18, however in exceptional circumstances, the Council will seek to grant or vest the tenancy with an appropriate adult or agency who will hold the tenancy in trust until the minor reaches the age of 18.

We will work with the Northamptonshire Children's Trust on capacity related tenancy decisions and also seek to involve other agencies that can offer support.

### ***6.8 Mental Capacity***

Where applicants or current tenants lack the mental capacity to enter into a tenancy or make tenancy-related decisions, we may refer to the Court of Protection.

We will work with North Northamptonshire Adult Services on capacity related tenancy decisions and provide reasonable adjustments to support decision making, making use of best practice to enable appropriate decisions. This may include involving other agencies that can offer support and advice on accessibility.

### ***6.9 Supporting Tenants in their Tenancies***

We believe that good quality housing advice and information for applicants and tenants are key to the successful management of all tenancies, but additional advice and preparation is required for tenants new to the authority who will initially be granted an Introductory Tenancy.

There are a range of local support options in each of our geographical areas. All our tenancies are monitored and any Introductory or Fixed Term Tenancy which are extended come with intensive support for the tenant to sustain their tenancy.

We provide tenancy support to help our tenants maintain their tenancies and live independently. We work closely with our local partners and will work collaboratively with them to provide tenants more specialised support where required.

### ***6.10 Health and Housing***

We recognise that the right home environment is key for a person's health and wellbeing. We also recognise the importance of Housing staff in identifying early signs of vulnerability or problems at home.

Therefore, we commit to work in partnership with North Northamptonshire Adult Services, Northamptonshire Children's Trust, as well as local health and social care providers to support tenants.

### **6.11 Mobility in Social Housing**

The Localism Act 2011 promotes mobility in social housing, which essentially means making it easier for tenants to move home should their circumstances change. For example, they need to move to be closer to work or closer to family.

### **6.12 Transfers**

All tenants' requests for moving within our stock will be assessed in accordance with Keyways Allocation Policy, via a Keyways application.

### **6.13 Mutual Exchanges**

We will promote mutual exchange of tenancies whenever a tenant expresses a desire to move to another property.

We will enable access to a free register of tenants from all over the country who are looking to exchange their tenancy.

We will ensure through our mutual exchange processes that tenants will have the same or similar security of tenure to that of their original tenancy.

Our Mutual Exchange Calculator is provided for guidance in Appendix B.

### **6.14 Downsize Support for Existing Tenants**

We offer support to Secure Council Tenants wishing to downsize to a smaller Council or housing association property.

### **6.15 Tackling Tenancy Fraud**

We act decisively where we discover any instances of potential tenancy fraud.

Examples of tenancy fraud include:

- Sub-letting without permission
- Unauthorised assignment (including by mutual exchange)
- Wrongly claimed succession
- Right to Buy fraud
- Obtaining a tenancy by false statement or knowingly withholding relevant information
- Not using the property as an only or principal home

In investigating potential tenancy fraud cases, we will have regard to both civil and criminal remedies.

In the case of successful criminal or civil action, we may publicise the result in order to deter further tenancy fraud.

## **6.16 Local Lettings Policies**

Some schemes may have a formally agreed Local Lettings Policy (LLP) to help create a more balanced and sustainable community. Where relevant the LLP will specify the type of tenancy to be offered.

# **7.0 Tenancy Changes**

We will ensure that tenants are aware of their rights and responsibilities at the beginning of a tenancy, including statutory rights.

## **7.1 Survivorship**

Under section 184 of the Law of Property Act 1925, where a joint tenant dies, the tenancy vests in the remaining tenant. The remaining tenant automatically takes over the tenancy in their sole name.

Survivorship uses up a succession right and therefore there is no further succession rights on the tenancy.

## **7.2 Succession**

To ensure that legislation is complied with on successions of tenancy we work in accordance with the **Housing Act 1985 sections 87 and 89** and the **Localism Act 2011 section 160**. Only one statutory succession can be permitted on any tenancy.

The Housing and Planning Act 2016 changed the automatic right of succession for all new fixed term and secure tenancies. There is now only a statutory right of succession to a spouse or civil partner. There is no statutory right of succession for family members.

## **7.3 Contractual Succession Rights**

The Localism Act 2011 does give local authorities the power to grant additional contractual succession rights in their tenancy terms if they wish.

The Council recognises that Statutory succession rights are limited, therefore our approach will assist in situations where bereavement and the death of a tenant brings about a need to consider the status and future of household member(s) left in occupation of a property.

A contractual succession is the granting of a new tenancy to an occupier who fails to meet the legal criteria for statutory succession, but meets the Council's agreed contractual succession policy criteria. There is no right to a contractual succession.

The Council will consider all the circumstances prior to granting a contractual succession, including:

- a) the eligibility and conduct of the potential contractual successor (Appendices Two and Three define the criteria in detail); and
- b) the property (its type and demand).

In some cases, a contractual succession will be granted at a more suitable property freeing up a property where demand can be met from Keyways applicants.

All approved contractual successions will result in the granting of an introductory tenancy.

North Northamptonshire Council understand the importance of contractual succession. Further guidance regarding our approach can be found below in Appendices B, C & D.

All contractual succession cases will be signed off by a senior manager.

## **7.4 Assignment**

We will process applications for assignment of tenancy in accordance with statute in the following limited circumstances:

- Where a court order has made an order to transfer the tenancy under either:
  1. Matrimonial Causes Act 1973, section 24;
  2. Matrimonial and family Proceedings Act 1984, section 17(1);
  3. Paragraph 1 of Schedule 1 to the Children Act 1989;
  4. Part 2 of Schedule 5 or Paragraph 9(2) or (3) of Schedule 7 to the Civil Partnership Act 2004;
- Assignment in accordance with mutual exchange legislation.
- Assignment to a person who would be qualified to succeed the tenant if the tenant died immediately before the assignment.
  - Provided no succession has taken place
  - The new tenant becomes a successor tenant and no further successions will be permitted on the tenancy.

Tenancy is assigned using a "deed of assignment".

## **7.5 Issuing New Joint Tenancies to Applicants**

For housing applicants where the applicants are jointly eligible for housing as defined by legislation, and are eligible for assistance via our Allocation Policy, a joint tenancy will be granted.

We will only issue inter-generational joint tenancies in exceptional circumstances where eligible joint applicants are deemed to require housing via our Allocation Policy and through our Keyways Allocation Scheme.

Joint tenants are responsible individually and together for keeping to the tenancy conditions and making sure that rent and other charges are paid.

Service of a Notice to Quit (NTQ) or a Notice to Terminate in writing by one or both parties to any Secure joint tenancy will end a joint tenancy. However, both parties to a Fixed Term Tenancy need to sign a NTQ or a Notice to Terminate in order to end the tenancy.

## **7.6 Joint to Sole Requests**

We will only remove one party from a joint tenancy with an order of the Court.

If an NTQ is received from only one of the joint tenants we will make reasonable effort to contact the other joint tenant who may be absent from the property, however, service of a Notice to Quit by one party to a joint tenancy will end the tenancy. The joint tenancy will end on the expiry of the NTQ.

We will provide housing options advice to assist the remaining tenant to identifying all available housing solutions available to them.

If a party to the tenancy is left in occupation following a valid NTQ, the council has no obligation to offer a new tenancy.

However, in making its decision whether a new tenancy should be offered, the council will have regard to:

- Whether the accommodation is suitable for the needs of the household residing there
- The conduct of the tenancy
- The Council's allocation policy

If we do not consider the accommodation to be suitable for the needs of those remaining in occupation, assistance will be given to find alternative suitable accommodation. If the occupant refuses to seek alternative accommodation, we will identify a reasonable offer of accommodation. Should this offer of accommodation be refused, we will commence possession proceedings.

In certain circumstances, where the accommodation is suitable for the needs of the household, the tenancy has been conducted in a satisfactory way and the offer would be consistent with Keyways Allocation Policy, we may 'Direct let' the property to the occupant.

All joint to sole requests, including any Direct Lets, will be signed off by a senior manager.

## **7.7 Sole to Joint Requests**

There is no statutory right to the granting of a joint tenancy by the adding of a tenant to an existing tenancy. Therefore, if a sole tenant requests adding a party to create a joint tenancy, we will refuse the request.

Where a tenant wishes to surrender their sole tenancy in order for a new joint tenancy to be created, this will only be considered in exceptional circumstances and in line with our Keyways Allocation Policy. Usually we will seek to protect our existing tenants through the continuation of their sole tenancy, this is because granting a new tenancy can adversely affect their tenancy rights. North Northamptonshire Council retains the discretion with regards to any such decisions.

All sole to joint requests will be signed off by a senior manager.

## **7.8 Name Changes for Existing Tenants**

If a current tenant wishes to change their names on their tenancy agreement, there is no statutory right to do so, however, we will amend our records upon the following considerations:

- A request must be made in writing, providing clear evidence of the name change in common usage.
- A new tenancy agreement will not be issued, but records will be amended to reflect the name change and evidence of the name change will be attached to the original tenancy agreement.
- If legal action is pending, no amendments will be made

# **8.0 Tenancy Management Policies**

## **8.1 Abandonment**

We will ensure that immediate action is taken to resolve situations where there is a suspected abandoned property, in order to:

- make the best and most effective use of housing stock
- keep void times to a minimum.
- support vulnerable tenants
- prevent rent arrears
- prevent disrepair or deliberate damage
- avoid claims of illegal eviction

All suspected abandoned properties will be thoroughly investigated to ascertain the true intentions of the tenant. All efforts will be made to contact the tenant. Other relevant teams within the council will be notified of every suspected abandoned property. If the property proves to be abandoned, we will take possession. We may need to apply to court for possession of the property.

Any valuable items left in the property will be safeguarded in accordance with section 41 (5) of the Local Government (Miscellaneous Provisions) Act 1982. Any costs for this will be recharged to the tenant.

## **8.2 Affordability**

In assessing an applicant's suitability for accommodation, upon nomination, we will carry out a full individual affordability assessment on the household and the property.

If the accommodation is not deemed to be affordable, the nomination will not be accepted.

## **8.3 Tenancy Enforcement**

We are committed to tackling tenants who breach conditions of their tenancy and will take relevant and proportionate action in all cases.

For full information, please refer to our ASB Policy and rent arrears policy.

We will seek to resolve issues at the most appropriate and proportionate level, however we do have recourse to legal solutions where necessary. These will include (but are not limited to):

- Injunction
- Possession proceedings
- Community protection warnings and notices
- Closure orders
- Demotions

## **8.4 Introductory Tenants and Tenancy Enforcement**

We grant Introductory Tenancies as we believe this enables both the landlord and tenant to gauge how successful the tenancy will be. Tenants are visited regularly during the tenancy.

Where problems exist within the first twelve months of the tenancy, the Council will identify and agree an action plan. If the tenant is engaged in the process the tenancy may be extended to allow time for the failing tenancy to improve and become sustainable.

Should the tenant fail to engage with the Council or, where an action plan fails, the tenancy may be terminated.

The Council is committed to creating and supporting sustainable tenancies and to minimize the number of failed Council tenancies.

## **8.4 Tenancy Terminations**

Tenants are required to give 4 weeks written notice if they wish to end their tenancy. This period must end on a Sunday. An NTQ or Notice to Terminate form is available for this purpose, however, is not a requirement. A letter must include:

- Tenant(s) name(s)
- Address of tenancy
- Tenant(s) signature(s)
- The letter must be clearly dated
- The date of tenancy end must be clearly stated

- A forwarding address and contact details must be provided

Tenants who have given notice to end their tenancy are required to give access to the Council to inspect the property in order to provide advice and to commence the void and lettings process.

Waiving of the statutory notice period will only be considered in exceptional circumstances.

## **9. Complaints**

Complaints will be investigated and responded to in line with our corporate Complaints Policy.

All comments, complaints and concerns regarding this policy will be logged by the Lead Officer and monitored against equality and diversity issues.

## **10. Plain Language**

We will ensure that any written tenancy agreement is expressed in plain, understandable language, having regard to the Office of Fair Trading's 'Guidance on unfair Tenancy Terms'. If legal terms are required, an explanation of the terms will be provided.

Where English is not the first language for tenants, information relating to the tenancy will be provided in the tenants first language.

## **11. Equalities Statement**

The Council recognises the needs of a diverse population and always acts within the scope of its own policies, the Human Rights Act 1998 and the Equalities Act 2010.

## Appendix A

### Mutual Exchange Calculator

Current Tenancy Tenant 1	Current Tenancy Tenant 2	New Tenancy Tenant 1	New Tenancy Tenant 2	Method
Secure/Assured Pre April 12	Secure/Assured Pre April 12	Secure/Assured Periodic	Secure/Assured Periodic	Assignment Deed
Secure/Assured Pre April 12	Fixed Term	Secure/Assured Periodic (once only)	Fixed Term	Surrender and re-grant
Fixed Term	Fixed Term	Fixed Term	Fixed Term	Assignment Deed
Secure/Assured Pre April 12	Secure/Assured Post April 12	Secure/Assured Periodic	Fixed Term	Assignment Deed
Secure/Assured Post April 12	Secure/Assured Post April 12	Secure/Assured Periodic	Secure/Assured Periodic	Assignment Deed
Secure/Assured Post April 12	Fixed Term	Fixed Term	Secure/Assured Periodic	Assignment Deed
Secure/Assured Pre April 12	Affordable rent Tenant	Up to Landlord	Intro converting to Fixed Term	Assignment Deed

## Appendix B

### Statutory Succession Guidance

This table sets out North Northamptonshire Council's approach to statutory succession.

The deceased tenant was...	Who has the right to succeed?	The detail...
Sole Secure tenant. Tenancy commenced before 1 <sup>st</sup> April 2012	Spouse, Civil partner  Relatives – grandparent, child or grandchild, brother, sister, uncle aunt, nephew or niece.	Succeeds to the tenancy and the property.  Can succeed to the tenancy <b>if</b> qualifying successor - if <ul style="list-style-type: none"> <li>• No spouse / civil partner to succeed</li> <li>• They lived in this property as their home</li> <li>• Evidence that they resided with tenant for 12 months prior to death (at this or another property)</li> </ul> However, if property type/ size not suitable for their needs, they will be required to seek suitable accommodation via Keyways. Succeeds to tenancy not the property. Support will be provided to access Keyways.  Possession action will be taken if alternative accommodation is not secured after 6 months. Possession application will be made between 6 and 12 months after the request to succeed to the tenancy.  (see Contractual Succession guidance table below)
Sole Secure Tenant. Tenancy commenced after 1 <sup>st</sup> April 2012	Spouse or Civil Partner  Couples living together but not married	Succeeds to the tenancy and the property.  The Localism Act 2011 abolished the statutory right of succession to a secure tenancy for family members. Tenancies commencing after 1 <sup>st</sup> April

		<p>2012 will only have statutory succession rights to spouse or civil partners.</p> <p>NNC has chosen to use the discretionary power to extend succession rights to family members.</p>
Introductory Tenant	Spouse or civil partner	Where a sole tenant dies (Introductory) the same rules apply as above but the successor will be an introductory tenancy for the remainder of the introductory period.
Fixed Term Tenant	Spouse or civil partner	If a sole flexible fixed term tenant dies leaving no spouse or civil partner and other people are residing in the property, possession of the property would commence. However, a housing options approach to the occupants would ensure advice and assistance would be given to assist with help finding alternative accommodation.
Joint Tenancy	The other party to the Joint tenancy	This is survivorship, but does count as a succession to the tenancy. Remaining tenant succeeds to the tenancy in the property.
Temporary Tenancies	No right to succeed.	

## Appendix C

### Contractual Succession Eligibility

This table sets out North Northamptonshire Council's approach to contractual succession.

Circumstance	Considerations
1. Certain family members: Sons & Daughters Grandparents Grandchildren Aunts & Uncles Nieces & Nephews Adopted Children Immediate step-relations and half-relations	Member of the household for 12 months or more
2. Gave up their LA or RSL to move in /care for the tenant who has died and they are a family member	Was the property of at least the same size or larger?
3. Son or daughter of adult age who has continually lived in the property	Continual residence must be established
4. Remarried or cohabiting couples where the tenant was a successor previously	Divorcees, widowers, and long term relationships
5. Combining family households into one property	Family members are those related legally or by blood relations or who are Adopted Children, step-relations, half-relations
6. Previously lived permanently with siblings or friends for reasons including economic, support or companionship	If already a joint tenant - no issues Otherwise relationship must be established

## Appendix D

### Tenancy Amendment Criteria

This table sets out North Northamptonshire Council's approach to tenancy amendments for succession cases.

	Statutory Succession	Contractual Succession	Sole to Sole Assignment	Sole to Joint	Sole tenancy following joint tenancy termination	Name Changes
1 Any previous successions, contractual successions or assignments which may have taken place	√	√	√	√	√	
2 If the applicant has a legal interest in another property (including a property abroad) and it would not be unreasonable for them to occupy it or sell it to address their own housing options		√		√	√	√
3 The conduct of the applicant and remaining household <b>including housing related account management</b> since the death of the tenant		√		√	√	
4 Housing related debts the applicant is responsible for		√	√	√	√	√
5 If the property is purpose built or extensively adapted to meet housing need and there is no need identified in the proposed household	√	√	√	√	√	
6 Is the property suitable for occupancy by an elderly person and the applicant wouldn't meet the allocation criteria because of age	√	√	√	√	√	
7 Sustained demand from elderly applicants for bungalows, Gregory flats or ground floor accommodation		√		√	√	
8 Reason for the request	√	√	√	√	√	√
9 Is the property subject to any local lettings policy which the applicant would not meet	√	√	√	√	√	
10 Would the property be grossly under or over occupied (more than 1 bedroom	√	√	√	√	√	

spare or would create an overcrowded household)						
11 Must be known to have lived at the property for at least 12 months immediately before the tenant died This will be established by the council by way of checks of the Electoral Register, Census Data, Housing Benefit records or Council Tax records	√	√	√	√	√	
12 Property size, type, usual allocation offer criteria		√		√	√	
13 Affordability	√	√	√	√	√	√
14 If the property is required for redevelopment or refurbishment	√	√	√	√	√	√
15 Whether a valid notice or court order are in place		√		√	√	√
16 Length of occupancy	√	√	√	√	√	√
17 Any other relevant factor	√	√	√	√	√	√

## Tenancy Breaches

Current tenancy breaches will be taken into account in contractual succession decision making. Where the breaches are significant or there are pending possession proceedings contractual succession will not be considered.

## Arrears

In terms of arrears the following will be parameters when reaching a decision

- 8 weeks or more in arrears and no payment plan in place or a payment plan is in place which is not being adhered to
- Possession proceedings have commenced or are pending
- An order for possession including a suspended order has been granted
- A warrant for eviction has been applied for or issued

## Anti-Social and Unacceptable Behaviour

In terms of anti-social behaviour, the following will be parameters when reaching a decision

- Where there is evidence of ongoing Anti-Social Behaviour
- Where anti-social behaviour has occurred resulting in a court order or criminal conviction at, in, or near the property within the last 12 months

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Name(s)	
Address	



**North  
Northamptonshire  
Council**

# Tenancy Agreement



Contents

- 1. What you need to consider before entering into this agreement
- 2. Who is the agreement between?
- 3. About your Tenancy Agreement Your Rights as a Tenant
- 4. Rent Service Charges and Property related accounts
- 5. Repairs and Improvements
- 6. Living in and Using your Home
- 7. Community and Neighbourhood Responsibilities
- 8. Tenant Involvement
- 9. Leaving your home and ending your Tenancy
- 10. Data Protection
- 11. Declaration and Legal Statement

- App1. Smoke Alarm Declaration
- App2. Keys issued
- App3. Definitions
- App4. Signup Checklist

**1. What you need to consider before signing this agreement**

Please read this agreement carefully **before** accepting the conditions and responsibilities outlined within it. **When the agreement has been signed by you the conditions and obligations become binding on you as the tenant(s).**

This agreement is a legal and binding contract with the North Northamptonshire Council. If you do not understand anything in this agreement you should ask for an explanation before you sign.

For the Purposes of Sections 47 and 48 of the Landlord and Tenant Act 1987 the landlords name and address is: North Northamptonshire Council, Sheerness House, 41 Meadow Road, Kettering, Northamptonshire, England, NN16 8TL

North Northamptonshire Council is abbreviated in this agreement to NNC

The type of tenancy you are entering into is

**INTRODUCTORY**

Tick as appropriate

**SECURE**

Witnessed (Name)

Date



## 2. Who this agreement is between

This tenancy agreement is made between North Northamptonshire Council, (your landlord) and referred to in brief as NNC in this document, Sheerness House, 41 Meadow Road, Kettering, Northamptonshire, England, NN16 8TL

and

Title	Forename(s)	Surname

(In the case of joint tenants each person will be individually and jointly responsible for any of the obligations and liabilities of this tenancy).

In respect of

(The Premises)

The property is a  bed roomed  house  flat  bungalow  maisonnette

This property has an allocated parking space at		
This property has a garage located at		
The property is a general needs housing unit	Yes	No
The property is located in or part of a sheltered court or scheme	Yes	No
This property is suitable for pets	Yes	No
The property is exempt from the Right to Buy	Yes	No
The property has facilities and or shared areas with others.	Yes	No
Communal/shared areas – Managed Use or Sterile Fire Risk Policy?		

The tenancy will begin on

and is a weekly tenancy, starting on a Monday and periodically thereafter from Monday to Sunday inclusive, week to week.

Your liability to pay the rent due begins on

The maximum number of persons who can reside permanently in the property is

(Note: Children under the age of 10 count as 0.5 of a person and are not entitled to an individual bed space unless they are of different sexes and are over the age 10. This is relevant to Housing Legislation and not Housing Benefit regulation)

The number of bed spaces within this property is

The payment of rent is due in advance on a Monday in each week.



The weekly rent payment for the Property and Premises and any/all related service charges at the date of this agreement shall be: -

<b>Gross Property Rent</b>	£
----------------------------	---

In this agreement the term "rent" refers to the sum of the Gross rent and any applicable service charges as outlined in your offer letter and which can be varied from time to time in accordance with this agreement.

**Former Account Debt(s)**

**You must** repay any money you owe to NNC from a current or previous tenancy, including rent arrears, court costs and the cost of rechargeable repairs. NNC as your landlord will also pursue any debt you owe from a former tenancy if they have agreed to re-house you as an applicant on condition that you repay or continue to repay a debt in full or by instalments and you subsequently fail to do so.

Rent Arrears of	£
Court Costs of	£
Rechargeable Repairs of	£

for which you remain liable in regard of your previous tenancy at

Former tenancy Address:

In accepting this tenancy YOU HEREBY AGREE that it is a condition of this tenancy that you repay the housing related debt specified above at the rate of £  per week/month



## 3. About your Tenancy Agreement

Your Tenancy Agreement is a legal contract. It describes the rights and responsibilities of NNC as your landlord and of YOU the tenant(s). Further information regarding your Tenancy, Responsibility and Obligations can be found in the Tenants Pack.

### 3. Your Rights as a Secure Tenant

#### 3.1 Security of Tenure

You have security of tenure which means you have the right to remain in your property and those rights can only be compromised if you break a condition, obligation or responsibility of this agreement.

Security of Tenure also gives you the following rights: -

##### 3.1.1 Right to Succession

##### 3.1.2 Assignment of Tenancy

##### 3.1.3 Right to take in Lodgers - Applicable to Secure Tenants only

##### 3.1.4 Right to be consulted and Involved

##### 3.1.5 Right to Exchange - Applicable to Secure Tenants only

##### 3.1.6 Right to Make Improvements to your home - Applicable to Secure Tenants only

##### 3.1.7 Right to Buy - Applicable to Secure Tenants only

##### 3.1.8 Right to Notice of Legal Action

##### 3.1.9 Right to Repair - Applicable to Secure Tenants only

##### 3.1.10 Right to Information

##### 3.1.11 Right to Sublet part of your property with our consent

##### 3.1.12 Right to Quiet Enjoyment of your home

##### 3.1.13 Right to be Compensated for Improvements to your home - Applicable to Secure Tenants only

#### 3.2 Changes to the tenancy agreement

Before changing the terms of this agreement or introducing a new term for all tenants we will inform you of proposed changes and consider your views before putting the change(s) into effect. We will give you at least four weeks' notice and provide you with information necessary to inform you about the change(s). If you do not agree with the proposed change(s) this will give you the opportunity to end your tenancy before the change(s) take place.

#### 3.3 Data Protection and Information we hold about you.

We will safeguard and protect the information we hold about you and only release it on request to comply with current Data Protection Legislation. The Data Protection Act 2018 does not prevent a landlord from releasing personal information where they have a legal obligation to do so.

### Councils' Rights

This agreement once signed will make you a tenant of NNC, your landlord.



It means you can stay in your home as long as you want to **unless** there is a legal reason why NNC wants to take it back (called a 'ground for possession' in Housing Law) and a Court has agreed with NNC's request to evict you or to move you to another home if you do not voluntarily vacate the property. Reasons may include the following:

**3.4 Because of your own action or the action of someone living with you or visiting you:**

You have broken (also known as a breach) a condition in this tenancy agreement. If you do break a condition, we can take legal action to ensure you meet that condition in the future or ask the court for an order to evict you.

**3.5 Because special circumstances mean that NNC must move you out.**

There are special circumstances when NNC has the legal right to take possession of your home because work needs to be done on it, the property needs to be empty for this to happen, and it is not practical for you to stay in it whilst we do this. In this circumstance we will usually decant you, which means moving you temporarily to a new home.

**3.6 Because the property is purpose built or suitably or extensively adapted for a person with physical disabilities** and you no longer need that type of home and the property is required to meet another person's needs.

**3.7 Because you find another home and you stop using the property as your only or principal home.**

**3.8 Because you have given false or misleading information on your housing application.**

If NNC decides to take action to end your tenancy, we will inform you by delivering the legally required notice to the address on this agreement. The notice will be posted to, or left at the property or given to you personally. If we need to send you any other legally required notice, we will follow the same procedure.



## 4. Your Rent, Service Charges and Property Related Accounts - Tenant Responsibilities

**4.1.** You must pay your rent and any associated service charges. It must be paid on time. Your rent is due every week on a Monday. You can pay in advance every week or month if you prefer. Rent is payable on a 48-week basis. There are usually four (but can be five) 'free' weeks. This means no rent is debited on those weeks to your account. If you are in rent arrears you must continue to pay in these weeks.

**4.2** If you are in receipt of Welfare Benefits and receive the Housing Element directly to meet your rental commitments you must ensure the monies received by you for that purposes are passed onto us.

**4.3** At the start of your tenancy you will expected to pay 1 week's gross rent in advance.

### Council's Responsibilities

**4.4** The Gross rent payable may be increased or decreased. These changes usually occur once a year at the start of each financial year (April), but they may occur when there is a significant change in the level of service provided to you. You will be told in writing at least four weeks before any rent increase, decrease or change.

**4.5** We have the right to charge you for any new service we provide. We will tell you In writing, at least four weeks before we do this.

**4.6** Rent due is a Secured Debt. This means should you default on your obligation to pay your rent the Council will continue to recover the debt from you. Should you apply for a Debt Relief Order or Bankruptcy NNC has the right to recover your property and the debt.

**4.7** You will be issued with your account number at the start of tenancy, you should quote this in any correspondence or when making a payment.



## 5. Repairs and Improvements

### Tenant's Responsibilities

**5.1** You must report any repairs that are not your responsibility. You must also report any faults or damage you cause or discover immediately and allow us access to carry out repairs.

**5.2** You must pay for repair or replacement if you (or anyone living with you or visiting your home) causes deliberate damage. You must also pay for repair or replacement if damage is caused by your own neglect. If you are a victim of a crime which leads to repairs being required, we expect you as a responsible tenant to have insurance in place to pay for this cost. If you choose not to take insurance, you may be responsible for meeting the costs.

**5.3** You must allow Council employees or people sent by the Council (their agents and contractors) access into your home to inspect and carry out repairs and improvements. If you do not let us in, we could take legal action to enter your home. In emergencies we may need to get in immediately to prevent risk to you and/or your neighbours and in extreme circumstances we may force entry.

**5.4** You must allow Council employees or people sent by the Council (their agents and contractors) into your home to inspect and carry out an annual gas service of our own installation and appliances. If you do not let us in, we will take legal action to enter your home and you will have to pay our costs incurred in doing this.

**5.5** You must allow Council employees or people sent by the Council (their agents and contractors) into your home to inspect and carry out a periodic electrical inspection of our own installation and appliances. If you do not let us in, we will take legal action to enter your home and you will have to pay our costs incurred in doing this.

**5.6** You must allow Council employees or people sent by the Council (their agents and contractors) into your home to inspect and carry out any statutory inspections of our own installation and appliances. These include, but are not limited to, asbestos, water hygiene and radon. If you do not let us in, we will take legal action to enter your home and you will have to pay our costs incurred in doing this.

**5.7** You are responsible for minor maintenance and repairs. A full list of the repairs you are responsible for is listed in the Tenants' Handbook.

**5.8** You are responsible for decorating inside your home.

**5.9** You must not alter in any way the installations for Water, Gas or Electricity without express permission. Any work we do agree to, will require you to provide compliance certification

**5.10** You must not remove or alter any part of the structure, fixtures or fittings to the property Including hedging and fencing which mark a boundary without NNC's written permission.



**5.11** You are responsible for the keys given to you at the time of letting. If you lose your communal door keys or fobs we may have to change the locks and issue all occupiers with a new access key, the cost of this action would be recharged to you.

**5.12** The Council has installed smoke alarm equipment in your property and it will be your responsibility to ensure that it is satisfactorily maintained by renewing batteries when required and reporting faults.

## Tenants Rights

**5.12** You have the right to get repairs completed which you are not responsible for.

**5.13** You have the right to make improvements to your home (Applicable to Secure Tenants only)

**Before** you commence any work you must get NNC's agreement in writing, having made a written application complete with any relevant drawings. This benefits both you and the Council as we can advise on the relevant statutory permissions. **You have a legal duty** to make any workers/contractors hired by you aware of the presence of asbestos in the areas to be worked on.

## Council's Responsibilities

**5.14** We will repair the structure, exterior and interior fixtures and fittings of your property and keep in proper working order the:

- installations for supplying water, gas, electricity from the meter point
- wash hand basins, toilets, baths and showers installed by NNC
- internal walls, ceilings and floor surfaces
- kitchen units, sinks and baths
- internal doors
- window frames, glazing and openers
- installations for supplying heat and hot water to your property
- installations for supplying electricity to your property
- disabled adaptations we have made to the property
- the common parts; stairs, stores, sheds, lighting, and lifts.

NNC will not maintain or repair:

- Any item which a previous tenant left and for which you have agreed to take responsibility for
- Garden paths or patio areas which are not essential for getting to and from your home unless they have been provided by NNC
- Garden gates, fences and walls except those which form a boundary division and which have been provided by NNC. In addition, NNC will not provide or replace any boundary fencing other than what was provided when the property was let to you.
- Trees or shrubs



## 6. Living in and using your home

### Tenant's Responsibilities

- 6.1** You must use your Council property as your main, principal and only permanent home.
- 6.2** You must tell us if you will be away from home for more than 28 days. (This is so we know you haven't abandoned your home). You must provide details of how we can contact you in the event of an emergency and appoint someone to act on your behalf and look after your home in your absence.
- 6.3** You must keep your property in good condition, reasonably clean and free of obstacles, excessive household goods, furniture and effects.
- 6.4** You must do all that is reasonable to reduce the risk of fire, rodent or insect infestation. You should ensure any inaction by you does not result in damage. You must take care of and use the fixtures and fittings responsibly.
- 6.5** The Council insure the building you live in (but not your individual contents and possessions) and you must not do anything which would compromise our insurance cover.
- 6.6** You must not exceed the maximum number of people allowed to reside in your home.
- 6.7** You (or anyone living with you, or visiting your home) must not keep mopeds, motor-bikes, bicycles inside your home or inside shared communal areas. Mobility scooters and motorised wheelchairs must be stored safely and away from any flammable materials and must not be stored in any communal areas without NNC's express permission.
- 6.8** You are responsible for allowing NNC access to your home on request for the purpose of undertaking tenancy visits and inspections or for any other purpose connected with your landlords housing management function.
- 6.9** You are responsible for informing NNC of any change in your household or family makeup including additions to or people leaving your household permanently. You also have a responsibility to provide up to date information about who is occupying your property on request.

### Parking - Vehicles, Boats, Motorhomes, Caravans, and Trailers

**You must not** (or anyone living with you, or visiting your home including family members and friends):

- 6.10** park or store a vehicle within the boundaries of the property unless it has a garage and/or a hard standing or driveway intended for parking leading from a properly constructed and approved dropped kerb and vehicle crossover.
- 6.11** park or store any boats, caravans, motorhomes or trailers within the boundaries of the property



**6.12** park or store a mini bus, coach, bus, farm machinery or heavy goods vehicle within the boundaries of the property.

**6.13** obstruct the emergency services or any other tenants, neighbours or their visitors from accessing or exiting their home.

**6.14** obstruct vehicle access onto any other person's property when they have a legitimate and approved parking right and access for a vehicle

**6.15** undertake major vehicle repairs of multiple vehicles or park illegal or un-roadworthy vehicles within the property boundary or on the land around your home or on the road leading to your property.

**6.16** allow use of, give, sublet or sell the parking spaces or garages to anyone else if the property has a designated resident's parking space or garage.

### **Pets**

**You must not** (or anyone living with you, or visiting your home including family members and friends):

**6.17** keep any animal, insect, bird reptile or fish or "pet" or number of "pets", which are unsuitable or unreasonable for the type, size, or amenities at the property or locality in which your property is situated.

**6.18** allow your pet(s) to frighten, alarm, distress, or annoy anyone. **You must keep** all pets, under proper control and ensure that they neither cause nuisance, annoyance, alarm or distress to anyone at any time.

**6.19** exceed the number of domestic pets kept at the property. An acceptable number of pets per property is no more than 2 dogs or cats or a combination of the two, *(Assistance Dogs are not deemed as "pets" for the purpose of this tenancy obligation)*. Small caged animals usually kept indoors or outdoors are acceptable providing they are not excessive in numbers, and do not cause a nuisance or health risk. Fish, reptiles, insects usually kept indoors or outdoors in tanks or birds in cages are acceptable providing they are not excessive in numbers, and do not cause a nuisance or health risk.

**6.20** keep an unacceptable breed of dog as defined under the Dangerous Dogs Act 1991 *(amended 2014)*

### **Furthermore**

**6.21 Domestic pets** including cats and dogs are not allowed if you live in a property where you share facilities, spaces or gardens with others and where you do not have any private or individual space.

**6.22 Domestic pets** including cats and dogs are not allowed as pets if you live in sheltered/supported housing where you share facilities and spaces with others and do not have any private or individual space.



## Council's Responsibilities

**6.23** NNC as your landlord has a responsibility to ensure all homes we let to tenants are used for the purpose they were allocated. It is responsible for providing a housing management service. NNC must ensure that individual tenants are given the right information, support and advice at times when they need it.

## 7. Community and Neighbourhood Responsibilities

### Tenant's Responsibilities

**7.1** **You are responsible for** the behaviour of every person (including children) living in or visiting your home. You are responsible in your home, on surrounding land, in communal areas and in the locality around your home.

**You must not** (or anyone living with you, or visiting your home including children, family members or friends):

**7.2** cause a nuisance annoyance or disturbance to any other person.

**7.3** harass, threaten or intimidate any other person.

**7.4** threaten, abuse or in any way distress any other person or Elected Member of the Council, Council Officer, Employee, Official Agent or Contractor.

**7.5** make false, malicious, onerous or persistent complaints.

**7.6** use your home or any communal area for any illegal, immoral or criminal activity. This includes the selling of, or dealing in, or growing of, or manufacturing of any illegal or controlled drugs or storage of or handling of stolen goods.

**7.7** damage, deface or put graffiti upon any NNC property.

**7.8** interfere with security and safety equipment or landlord's digital, electricity, gas or water supply.

**7.9** leave communal doors unlocked or insecure

**7.10** inflict domestic violence, threaten violence, inflict physical assault, or use mental, emotional or sexual abuse against your partner, ex-partner or another member of your family or household.

**7.11** store or use any communal spaces or shared areas for your own personal possessions.

**7.12** smoke or vape in any internal communal area or shared space.

**7.13** run a business from your property without NNC's agreement in writing.

**7.14** put up any structure including lean-to's sheds, garages, greenhouses or pigeon lofts anywhere on the property without the Council's agreement in writing.



**7.15** plant Leylandii or any other quick growing hedges, shrubs or trees in your garden(s)

**7.16** keep or use explosive or flammable materials or liquids in your home, garage, shed or in communal areas.

**You must:**

**7.17** keep all existing hedges and trees well maintained and ensure they do not encroach or overhang public walkways, spaces or neighbouring properties

**7.18** keep the garden and any outbuildings included in this tenancy tidy maintained and free from rubbish

**7.19** use the bins provided and not allow rubbish to accumulate inside/outside your home

### **Council's Responsibilities**

We expect all tenants to act in a reasonable manner at all times and have due regard for the property, the surroundings, and your neighbours. Obligations expected from you are extended and applied to all members of your household who live with you and every other person who visits you including children

**7.20** We will provide you, and anyone living with you, help, advice and assistance if you tell us about any anti-social behaviour, harassment or victimisation you witness or suffer from. We will investigate your complaints, keep you informed and take appropriate action.

## **8. Tenant Involvement**

### **Tenant's Rights**

**8.1** You have the right to get involved in decision making about how we manage NNC's housing stock and the areas you live in.

### **Council's Responsibilities**

**8.2** We will consult with you about any new NNC housing plans if they are likely to affect you.

## **9. Leaving your home and ending your tenancy**

### **Tenant's Responsibilities**

**You must:**

**9.1** inform us in writing at least four weeks before you want to permanently leave your home. This four-week 'notice' period must end on a Monday and you must return your keys to the Council on the day you leave.

**9.2** leave the property, the fixtures and any furnishings we have provided in good condition when you leave.



**9.3** leave the whole property, including its loft space, shed, garden and communal parts free of all of your possessions and furniture. We also expect you to leave the property free from rubbish and in a clean condition.

**9.4** give vacant possession prior to or on expiry of your notice period.

## Council's Responsibilities

**9.5 If you end your tenancy** and leave without paying the rent or without making any arrangement to pay, we may provide your details to a tracing agent or debt collection company to help them recover money owed to us.

## 10. Data Protection

We will process your personal information in accordance with the principles of the Data Protection Act 1998, as updated by the GDPR regulations 2018. Access to personal information is restricted to authorized individuals on a strictly need to know basis. We will treat your personal information fairly and lawfully and we will ensure that information is:

- processed for limited purposes
- kept up-to-date, accurate, relevant and not excessive
- not kept longer than is necessary
- kept secure

We are committed to keeping your personal details up to date and we encourage you to inform us about any changes needed to ensure your details are accurate. To help us to ensure confidentiality of your personal information, we will ask you security questions to confirm your identity when you call us and as may be necessary when we call you. NNC is compelled to take part in the National Fraud Initiative. The Data we collect is used in this exercise.



## 11. Declaration and Legal Statement

(1) Person(s) Requiring Accommodation

Date of Birth

Applicant(s) Name (1)

(2)

Names of Children (1)

(2)

(3)

(4)

(2) Current Address

(3) In relation to Q2 above Are you an Owner, Joint Owner, Leaseholder Tenant: incl Secure Intro Assured and Assured Short Hold Tenancy (incl Fixed Term) with NNC or another Social Housing Provider or Private Landlord or Licensee in a Temporary accommodation in pursuance of a Homeless Application, or are you currently living with a relatives /Family Members/ Friends or Lodger at address in (2)

HO TO INSERT DESCRIPTION:

(4) Are you an Owner/Joint Owner/Tenant/Leaseholder of **any other property?** Yes /No (give address)

I/We declare that the reason for requiring housing or re-housing still exists.

I/We hereby declare that I/we have notified NNC of all our current circumstances which may affect my/our application for accommodation.

I/We further declare that no person here requiring accommodation owns or has owned a property singly or jointly since registration of this application. I do not have access to another home which I could live in; neither do we rent a home to another which I could live in. We do not rent a property from any other housing provider.

I/We understand that if we, or a person acting on my behalf, have knowingly withheld information or deliberately given false information in order to obtain a property to which we would not otherwise be entitled to be nominated for, allocated to, or occupy. NNC will take action to recover any tenancy granted, under Ground 5 of Schedule 2 of the Housing Act 1985 and S146 of the Housing Act 1996. It is a criminal offence to obtain a property by deception or omission, the Council may consider it appropriate to involve the relevant Authorities should it discover after granting this tenancy an offence has been committed under the terms of the Fraud Act 2006 as amended by the Social Housing Fraud Act 2013.



The tenant(s) hereby declares that the information given to NNC in pursuance of the formation of this agreement or otherwise is true to the best of the tenant(s) knowledge or belief. The tenant(s) acknowledges that any false information given may result in the tenancy being forfeited.

I/we as applicants who will sign this agreement with NNC (the landlord) agree to abide by the terms conditions, responsibilities and obligations set out in this agreement.

1 Name		<u>Date</u>
Signature		
2.Name		<u>Date</u>
Signature		
Witness Name		<u>Date</u>
Signature		
Position		

# Aids and Adaptations Policy for Council Tenants

Add date or version no.

[www.northnorthants.gov.uk](http://www.northnorthants.gov.uk)

# Document Version Control

Author (Post holder title): Nick Woods (Neighbourhood Services Manager)

Type of document: Policy

Version Number: 0.4

Document File Name: Aids and Adaptations Policy for Council Tenants

Issue date: TBC

Approval date and by who (CMT / committee): Executive

Document held by (name/section): TBC

For internal publication only or external also? Both

Document stored on Council website or Intranet? Yes

Next review date: November 2024

## Change History

Issue	Date	Comments
0.1	29.01.21	First Draft
0.2	25.08.21	Second Draft (Staff & Tenant Groups Consultation)
0.3	06.10.21	Third Draft (Portfolio Holder Review)
0.4	18.10.21	Fourth Draft (SLT Review)

NB: Draft versions 0.1 - final published versions 1.0

## Consultees

Internal	External
Kettering Tenant Forum	
Corby Tenant Voice	

## Distribution List

Internal	External
TBC	TBC

## Links to other documents

Document	Link
Keyways Allocation Scheme	
Tenancy Policy	
Mutual Exchange Policy	

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## 1.0 Introduction

The purpose of the Aids and Adaptations Policy is to outline how the Council will support council tenants and their immediate household members to remain independent in their current home. Where this is not possible or practical the policy sets out how the Council will assist tenants in finding suitable alternative accommodation.

## 2.0 Scope

This policy specifically refers to disabled adaptations to properties managed by the council in its capacity as landlord. This policy does not extend to home owners, leaseholders or tenants applying for aids and adaptations to private sector or other social rented properties; such assistance is available through Disabled Facilities Grants (DFG).

The policy recognises the impact aids and adaptations in and around the home can have in helping someone with a disability to maximise their independence. The policy also recognises that alternatives to the provision of new adaptations will be explored with the tenant and their household and in some cases it will be more practical for tenants to move to more suitable accommodation.

This policy confirms the council's commitment to meeting the needs of tenants, which may change over time, as well as effectively using the council's existing housing stock and ensuring a fair distribution of aids and adaptations within finite resources.

The council acknowledges that the timely provision of minor adaptations can often sustain the independence of tenants and postpone the need for substantial major adaptations. The provision of minor adaptations is therefore seen as an important and timely preventative service.

This policy covers two areas

- Part 1 - Adapting existing homes
- Part 2 - Allocation of and best use of existing stock currently part or fully adapted to meet housing demand

## 3.0 Policy Outcomes

The purpose of the Aids and Adaptations Policy is to outline how the Council will support council tenants and their immediate household members to remain independent in their current home. Where this is not possible or practical the policy sets out how the Council will assist tenants in finding suitable alternative accommodation.

This policy:

- States clearly how new aids and adaptations requests will be accessed, considered, prioritised, approved or rejected.
- Prioritises making the best use of existing adapted council properties through their allocation to the most suitable applicants based on their assessed needs.
- Specifies threshold indicators and limits relating to types of adaptations
- Indicates what support can be offered to assist tenants to find more suitable housing
- States clearly which adaptations will not be funded
- States clearly how tenants will be made aware of their responsibility to contribute towards costs, where adaptations will cost more than the maximum limit the council will fund.

North Northamptonshire Council (NNC) as a landlord meets the cost to supply and fit aids and adaptations to council homes. These costs are met through the Councils Housing Revenue account. We will do all we can to ensure there is sufficient funding to meet the needs of tenants, however this may not always be possible.

## 4.0 Local Context

As at 1<sup>st</sup> April 2021, the council owned and managed 8,224 homes and relets on average 600 each year. Accommodation comprises of a variety of houses, flats, bungalows and maisonettes suitable for all applicants and 965 homes in sheltered schemes. As of this date approximately 35% of active applicants registered on Keyways, are waiting for a property which is adapted to meet their needs.

Around 2000 homes are currently adapted with at least one major adaptation within the council's stock.

There are a very limited number of purpose built or fully adapted properties; these properties have widened doorways, a level access shower and are fully accessible to wheelchair users.

There has been sustained investment into the provision of aids and adaptations enabling people to remain safely within their own homes and maximising their independence.

With an ageing population and people living longer with managed medical conditions as a result of better health care it is expected that demand for adaptations will continue to rise.

## 5.0 Legal and Regulatory Framework

Equality Act 2010

The Equality Act defines a disabled person as someone who has a physical or mental impairment which has a substantial and long term adverse effect on his or her ability to carry out normal day to day activities.

The act includes a duty for public bodies when carrying out their functions to have due regard to promoting equality. Discrimination on grounds of disability can be justified in law if the council has appropriately balanced the needs of the person with a disability and those of others in need of accommodation. Making better overall use of the limited housing stock we have with meeting all applicant needs, including those with disabilities, is a legitimate aim.

Housing Grants, Construction and Regeneration Act 1996

The legislation which sets out the duty and rules for providing mandatory Disabled Facility Grants (DFG).

# 6.0 Aids and Adaptations Policy Part 1- Adapting Existing Homes

## 1. Eligibility

Aids and Adaptations will only be considered for NNC tenants, their partner or a member of the immediate family who is permanently resident in the household.

Qualifying applicants will have an impairment which has a significant long term effect on their ability to

- Carry out normal day-day activities in and around their home
- Access essential facilities within their home

Adaptations for children of tenants will only be completed at the property which is the principal home.

Major Adaptations will not be approved for individuals who are waiting for medical procedures which will improve mobility until their expected recovery is complete. Adaptations will be considered when a tenant is waiting to be discharged from hospital and require their current homes to be adapted, however it may not be possible for them to be completed prior to discharge.

Adaptations will not be carried out for lodgers or temporary visitors

Generally, adaptations will be carried out where a secure tenancy is held, although consideration will be given if tenants are introductory tenants. If the tenancy is in its introductory period and is less than 12 months old adaptations may not be carried out if the tenant failed to declare that they or a member of their household had a pre-existing disability where it would have been reasonable for them to do so.

Requests for major adaptations will not be approved where a Right-to-Buy application has been received. Tenants in these cases will be signposted to the assistance available through the council's DFG programme once they have completed the purchase of their home.

Tenants seeking to Transfer or Mutual Exchange will be considered on their individual merit and whether they are leaving or going to a suitably adapted property will form part of this consideration.

The council will not progress with an adaptation where possession proceedings have commenced or a possession order is already in place.

We will only consider carrying out major adaptations that have been recommended by the Community Occupational Therapy Service, or independent Occupational Therapist commissioned by the Council.

## 2. Accessing the Service

To access the service tenants can contact their Housing Team directly, or get in touch with their Doctor or another health professional in order for a referral to be made. Tenants can also self-refer by completing an application for assessment available on the Council's website.

Tenants can also telephone the Occupational Therapy Service on 01604 361913.

Once a referral is received and reviewed by the Community Occupational Therapy Service they will contact the tenant from which is usually by telephone to undertake an initial screening. An appointment to visit (if required) will be made with the tenant to identify any adaptations that are necessary, appropriate and qualifying. If a need for adaptations is identified the Community Occupational Therapy Service will in turn send a written recommendation to the Council for consideration.

## 3. Equipment and Aids

Provided a tenant meets the Fair Access to Care (FACS) criteria, Health or the Community Occupational Therapy Service will provide a range of freestanding portable or medical aids suitable for the functional requirements for including:

- Portable hoists, hospital beds, toilet frames and specialist seats
- bed levers, wheelchairs, shower chairs, chair risers
- Walking frames, reaching devices, door entry systems

#### **4. Minor Adaptations**

Works which cost £2,000 or less.

The provision of these adaptations may be based on the recommendation of an Occupational Therapist whilst assessing for major adaptations or be requested by a tenant direct to NNC.

Where the minor adaptation is more technical in nature, NNC may still request that an Occupational Therapist is involved in order to make sure it is fit for purpose.

Examples of minor adaptations include:

- Grab rails, hand rails, lever taps, stair rails, bath lifts
- Lowering/repositioning of light switches and sockets (wheelchair users only)
- Steps, half steps, small ramps or removable ramps
- Flashing or amplified doorbells, door and wall protectors

#### **5. Major Adaptations**

Major adaptations are works that cost over £2,000 and usually involve structural alterations, improvements to, or additions to the fabric of the property.

An assessment of needs, by an Occupational Therapist must be undertaken for all major adaptations identifying any necessary and appropriate adaptations required to meet the needs of the disabled person.

Following the assessment, the Occupational Therapist will provide a written recommendation to the council. The council is not bound by law to undertake all or any of the recommendation(s). The recommendation is used as a tool to trigger and consider a tenant's need.

The council must be satisfied that the recommended works are:

- Reasonable, feasible and practicable with regard to the type, age and condition of the dwelling
- Necessary and appropriate to meet the needs and prognosis of the disabled occupant, having regard for end of life care protocols

For example, the council would not normally provide a level access shower to a first floor flat unless there was lift access to the first floor.

The council will also consider the wider impact of the requested adaptation in relation to issues such as others in the family tenancy, regular visitors to the property and under-occupancy levels. It should be noted that some of the council's properties are unsuitable by design for adaptation.

Major adaptations are provided in line with the provisions of the Housing Grants, Construction and Regeneration Act 1996 for disabled facilities grants (DFG) and in summary help to facilitate:

- Access to and from the home.
- Making the dwelling or building safe for the disabled occupant and other persons residing with him/her.
- Access to a room used or usable as the principal family room.
- Access to or providing for the disabled occupant, a room for sleeping.
- Access to, or providing for the disabled occupant, a room(s) in which there is a lavatory, a shower and or bath, a wash hand basin, or facilitating the use of such facilities as required by the disabled occupant.
- The preparation and cooking of food by the disabled occupant.
- Improving/providing a heating system in the dwelling to meet the needs of the disabled occupant.

- The use by the disabled occupant of a source of power, light or heat by altering the position of one or more means of access to or control of that source or by providing additional means of control.
- Access and movement by the disabled occupant around the dwelling in order to enable him/her to care for a person who is normally resident in the dwelling and is in need of such care.
- Facilitating access to and from a garden by a disabled occupant

Examples of major adaptations include:

- Level access showers,
- Large permanent ramps,
- Door widening,
- Stair lifts
- Kitchen refurbishment with low level units (appliances excluded)
- Through floor lifts
- Tracked hoists (works associated with strengthening the structure and additional electric points only – hoists are a medical aid)
- Swing doors or doors operated electrically
- Extensions – ground floor level only

## **5. Threshold Indicators and Options Appraisal Process for Major Adaptations**

Once an Occupational Therapist report has been received the council will consider in more detail a number of factors to establish if it is willing to proceed.

Factors include

- Establishing if the aids and adaptations are feasible, reasonable and practicable for the property and person
- Gathering further information, undertaking home visits, site visits and/or case conferences with key professionals
- Identifying if any threshold indicators have been reached, and if they have, recommending an options appraisal be undertaken

An options appraisal process will automatically apply to cases that hit one or more of the following triggers but may also be adopted if other threshold indicators (Appendix A) are in question:

- a) Where the property is currently under or over-occupied or will become under or over-occupied if the adaptations are undertaken
- b) Where a possession order has been obtained or is in the process of being obtained
- c) Where the estimated cost of adapting a property is £2,000 or above
- d) Where the property cannot be adapted because of design constraints

The options appraisal will be undertaken by the Housing Team. A short report with officer recommendations on the options available will be presented to a Senior Manager.

Where ever possible the council will seek to carry out the most cost effective adaptation to the property which adequately meets the applicant and households needs, this usually means that an adaptation is carried out within the existing footprint and structure.

Only one main family room is necessary to meet a households' needs and the council may consider the use of one of any additional reception rooms in a property to provide adaptations.

The options appraisal process will make a decision as to whether the adaptations will be undertaken or an alternative option recommended.

## **6. Funding and Prioritisation of Adaptations**

The annual funding budget for aids and adaptations is a fixed amount, with demand often exceeding the financial resources available. Therefore, the council will prioritise the demand in a way that best meets the greatest needs. All major adaptations are subject to budget availability.

The council will normally only fund major adaptations up to a maximum limit of £30,000, this is set in line with the DFG limits. Where an adaptation is over this amount, the council will discuss with the tenant the options of self-funding, alternative funding and/or re-housing.

Prioritisation of adaptations will be based upon the Occupational Therapist’s assessment of how critical and urgent the adaptation is. In general terms, this means dealing with the highest priority cases first whilst taking into account the length of time a person has been waiting.

Where budget is unavailable the council will inform tenants and give an indication as to how long they are likely to wait. Where appropriate, the council will work with the tenant to explore alternative options such as re-housing or other sources of funding.

## 7. Approval of Works

If adaptations qualify and are considered the most appropriate solution, the council will:

- Instruct the production of any schemes, costs and drawings as necessary.
- Ensure relevant permissions are obtained.
- Approve the undertaking of such work with relevant contractors.
- Agree and implement where applicable the need to reclassify the property in terms of adaptations undertaken and any reduction in bedrooms due to the adaptations.
- Work with relevant partners, to facilitate the adaptations to properties.
- Add the recommendation to the waiting list
- Inform the tenant of the outcome.

## 8. Approval Limits

Neighbourhood Manager / Housing Officer / Maintenance Team	£1,000
Housing or Maintenance Team Manager	£2,000
Senior Manager	£2,000+

All refusal recommendation will be reviewed by a Senior Manager.

All approvals will also adhere to financial rules on authorisation limits as set out through the Finance Directorate.

## 9. Timescales

The council will look to facilitate a tenants discharge from hospital by fast tracking approved recommendations in order to minimise any delay to ensure they are able to return home as quickly as possible and prevent bed blocking. It is important to note that adequate notice, communication and information are all critical to enabling this to happen.

Under normal circumstances and with the financial resources being available the council will aim to commence adaptations within the following timescales.

Major Adaptations Critical	3 months
Major Adaptations Urgent	9 months
Major Adaptations Standard	18 months

## 10. Exclusions

The following are examples of aids and adaptations that will not be funded:

- Adaptations for the use of or storage of mobility scooters
- Vehicular access, hard standings and driveways
- Certain pieces of non-specialist fixtures or equipment and appliances. (For example, ovens and hobs and other appliances forming part of an adapted kitchen)
- Safe play areas inside or outside (including fencing)
- Extensions and loft conversions would only be considered if a suitably sized property did not exist in the council's housing stock
- The proposed adaptation results in the disabled person still being unable to access a significant proportion of the home
- The request is to address specialist medical needs of an individual other than basic needs (For example, self-washing facilities, hospital beds or hoists)
- Stair lifts on communal staircases

## 11. Tenants Contribution towards Major Adaptations

Tenants will be subject to "test of resources" this is to ensure this policy is more reflective of the test of resources calculation applied to DFG applicants.

Where a tenant has a contribution to make towards works over the maximum limit or in relation to preferred choice, this will be discussed with them. Any costs not funded by the Council must be paid for prior to works commencing.

In the majority of cases tenants will make no contribution to the cost of an adaptation.

## 12. Undertaking Major Adaptation Work

Where the Council is funding adaptation works, partially or in full, the council will contract these works through its Maintenance team and their relevant specialist contractors.

## 13. Adaptations to Common Parts / Communal Access

Common parts relate to those areas outside of an individual dwelling but within the structure of the building. Such as, entrance hallways or communal staircases to blocks of flats.

Communal access relates to shared access to a group of properties. Such as, shared paths and steps.

Aids and adaptations to common parts and communal areas including handrails or ramps to a shared path. These requests will be assessed on a case by case basis. The council will take into account the health, safety and needs of all affected occupants.

## 14. Installing Own Aids and Adaptations – Permissions

In some circumstances tenants may wish to install their own aids and adaptations, such as over bath showers or stair lifts. Permission must be provided in writing prior to the commencement of any works.

Following our permission, where any planning costs, building regulation fees or similar are required, these costs will need to be met by the tenant.

In the case of tenant installed aids and adaptations, at the end of the tenancy the tenant will be required to remove them and make good any damage to the property. Alternatively, the Council may agree to take responsibility for the aid or adaptation. The tenant will be required to sign over ownership free of charge and cannot lay claim later. Agreement to accept any aid or adaptation will be dependent on its age, condition and demand.

## **15. Maintenance and servicing**

On re-let of any adapted property there will be routine inspection and maintenance undertaken of the aids and adaptations in place. Certain aids and adaptations will be subject to agreed servicing and maintenance programmes. This generally applies to large pieces of equipment including stair lifts, through floor lifts, step lifts, showers and fixed tracked hoists.

Tenants will be expected to allow reasonable access to enable servicing and maintenance of aids and adaptations. Should this not be permitted, tenants may be liable for the cost of any deterioration or fault which is attributed to the inability to perform necessary servicing and maintenance.

Tenants may also be liable for charges in the case of inappropriate call outs or aborted pre-arranged visits.

After 12 months, maintenance/repair of new major adaptations to the structure of a property will be undertaken as responsive repairs.

## **16. Removal of Aids and Adaptations**

An aid or adaptation to a property that has been funded by the council is owned by the council and must not be removed by the tenant either during, or at the end of, their tenancy. If a tenant removes an adaptation without approval they will be recharged the full cost of replacing it.

In some circumstances where an aid or adaptation is no longer required, the council may consider removing it if it could be used in another home. Otherwise, it will be left in place.

If an aid or adaptation is no longer working and beyond reasonable repair, then approval may be given for it to be removed following a reassessment of need. The council will not normally remove structural adaptations to a property, for example ramping, widened doors or level access showers and wet rooms.

NNC reserve the right to remove adaptations in empty properties, where leaving in situ would compromise the Council's best use of resources to meet local housing need.

# 7.0 Aids and Adaptations Policy Part 2 – Allocation of Adapted Council Housing

## 1. Allocation Management

In order to effectively manage our homes and make best use of the adapted properties that we have, this policy -

- Identifies the appropriate matching of applicants needs on the housing register to adapted and empty properties via the keyways allocation scheme.
- Requires acceptance of the property with the current suitable adaptations. The Council cannot be held responsible for any future required adaptations. Where any such requests are as a result of a change in physical ability as formally reported through an Occupational Therapist, they will be viewed within the Council's process for new adaptations.
- Ensures the adapted property list will be kept up to date.
- Considers if current adapted properties make best use of available stock
- Provides financial help to existing tenants where a move to more suitable accommodation is the most appropriate option.
- Allows the direct matching of adapted properties to current Council tenants, where they have a need for such adaptations and their current property has been deemed as unsuitable for those required adaptations.

## 2. Re-lets, Matching Need and Re-housing

### 2.1 Adapted Properties List

The Housing Maintenance Team will provide details of adaptations undertaken once complete. The Housing Team keep an updated list of adapted properties. Keyways adverts will clearly describe adaptations.

Allocation of properties will be based on the criteria set out in the Council's current Keyways Allocations Policy, except when a direct match is required to meet the needs of a current tenant.

Where there is no exact match to the property, the property maybe re-advertise for wider consideration, following that applicants that best match the adaptations will be considered.

### 2.2 Accessible Housing List

The Housing Options Team will keep a list of applicants requiring an adapted property detailing what is required, this will be shared with the Housing Team.

The Housing Team will share details of any approved Direct Match tenant for whom the decision has been made not to adapt their current property.

## 3. Direct Matching

The council will hold a list of all the applicants who require extensive or specific adaptations.

If a property becomes vacant and has extensive or specific adaptations, a decision to direct let the property may be made. A match will be made to a Council tenant or applicant most in need, in accordance with the Keyways Allocations Scheme.

The council reserves the right to withdraw adapted properties from the lettings list as appropriate to meet urgent unmet demand.

## 4. Letting Adapted Properties

Where an applicant who requires assessed adaptations joins the housing register, they will be granted priority banding for any suitable adapted properties in line with the Keyways Allocations Scheme.

Where appropriate bids are not received the Council reserves the right to let to an applicant that does not require the adaptation, so long as the property meets their needs. Each relevant property will be considered on a case by case basis with input and advice from relevant officers.

NNC reserve the right to remove adaptations in empty properties, where leaving in situ would compromise the Council's best use of resources to meet local housing need.

## **5. Re-housing current tenants**

Where the Council receives a request for a major adaptation, officers will discuss with the tenant the option of a transfer to alternative accommodation that meets the needs of the disabled person more appropriately.

Examples of why this may be considered:

- A vacant property which is already suitably adapted to meet the essential needs of the tenant can be identified
- A vacant property which is more suitable to be adapted to meet the essential needs of the tenant can be identified
- An extension can be avoided by a move to a larger property
- The current property is not suitable for a particular adaptation
- Adaptations to a property may reduce its potential to be let in the future
- There is under occupation by at least one bedroom or more

Where it is considered that a move to more suitable accommodation would be possible and/or the best solution, a priority banding or a direct match may be given to the tenant to enable them to move more quickly.

If suitable accommodation is available, the tenant would be expected to accept the alternative property. Once an offer has been accepted on an alternative property, the customer will be expected to take up the tenancy and move in to this property as soon as is practical.

If a tenant refuses two reasonable offers of alternative accommodation, the council will inform the tenant that they will be excluded from any further considerations.

Where re-housing is being considered, part of a case review will be to check the availability of accommodation. If it is not possible to find suitable alternative accommodation within a reasonable time of 18 months, adaptations to the existing property or another property will be considered.

If any additional aids and adaptations are required to the new property these will not be authorised until confirmation of the tenant's intention to move has been received.

## **6. Financial assistance towards moving**

Where an offer is accepted to transfer/re-house under the Aids and Adaptations Policy, the council may help with the cost of moving to the other home.

Tenants who take up the option to be re-housed may receive financial assistance to cover relocation expenses. Assistance will vary according to circumstances but may include:

- Removal costs
- Disconnection and reconnection of cooker, and essential appliances
- Refitting of carpets
- Redecoration allowance or where appropriate redecorating of rooms in a new home

## **7. Adapting Vacant Properties**

There may be occasion where a property would be suitable for a tenant or applicant requiring adaptations if additional adaptations were installed. From time to time and where no suitable empty properties have become available the council may consider offering Keyways applicants or a current tenant a vacant un-adapted or partially adapted property which may require further adaptations to address all needs.

Where critical adaptations are required these will be completed whilst the property is empty. Other work will take place whilst the tenant is in situ where safe and appropriate.

## **8. Future occupation and successive applications**

Once major or extensive adaptations have been completed at a property that meets the applicant or tenant's needs they will be considered suitably housed.

They would only gain a new housing need to move where their housing situation has changed due to a worsening medical condition and further required adaptations are not possible or practical.

Tenants requesting consideration to undertake a mutual exchange to a property without adaptations when it is clear they have been provided for them in their current property will be refused consent.

Where significant work has taken place at a property and the person(s) requiring the adaptation(s) dies or is unable to remain at the property and permanently resides elsewhere, the remaining tenant or family members will be supported and encouraged to move to more suitable accommodation in order to allow the adapted property to be let to a disabled tenant or applicant.

## **9. Appeals and Complaints**

If applicants are dissatisfied with any decision made about their application, they have the right to request a review. Reviews will be carried out by a senior manager from the Council.

If applicants are not satisfied with the review decision they may register a complaint through the Council's formal Complaints Procedure.

# Appendix A

## Major Adaptations Options Appraisal Indicators

### The Building/ Property

- The age and structural condition of the property
- Existing adaptations at the property
- Cost of adaptations necessary to make the property suitable
- Length of time the adaptation will take and incumbent void rent loss
- Property constraints in terms of its adaptability
- If the adaptation is for a level access shower in a first floor flat the means of accessing the flat
- Where works would require planning permission or building regulation approval which has not been, or would not be, granted
- Whether adaptations make the best use of the council's housing stock and future let ability of a property
- Whether adaptations affect the amenity of the area for other residents
- Whether there is a 2<sup>nd</sup> reception room which could be utilised as a bedroom /bathroom when a stair lift and wet room to the 1<sup>st</sup> floor is being recommended

### The Demand

- Property type and demand.
- Availability of suitable alternative adapted or part adapted accommodation
- Whether a suitable, alternative adapted property is offered and refused
- Whether the property is a ground floor home in a block of flats
- Whether the property is a bungalow

### The Person/ The tenancy

- Availability of the disabled person's existing support network and carers
- Affordability (rent increase and under occupation for instance)
- The tenant's intentions regarding the long term use of the property
- If the council is taking possession proceedings against the tenant for example, for rent arrears (in line with general needs transfer requests) and/or anti-social behaviour
- Any competing needs of different members of the family
- Whether the property and proposed adaptations will meet the long-term needs of the disabled person
- Current occupancy of a property, for example is it under-occupied or will it be over occupied on completion
- The request is to address specialist medical needs of an individual other than basic needs (Example of specialist needs: self-washing facilities, hospital beds or hoists)

## Appendix B

### Service Charge Increases

Any properties which have been adapted historically with no service charge increase, will have an uplift implemented prior to being relet, where the adaptation is fit for purpose and is to remain.

### Service Charge Elements

Adaptation	Rent Increase per week
Stair lift	£1.33
Through Floor Lifts	£2.70
Tracked Hoists	£1.53

Service charge increases will be subject to review.

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## Health, Wellbeing & Vulnerable People Executive Advisory Panel 29<sup>th</sup> October 2021

<b>Report Title</b>	Modern Slavery Statement 2021-22
<b>Report Author</b>	Kerry Purnell, Assistant Director – Housing and Communities
<b>Lead Member</b>	Portfolio Holder for Housing and Communities – Cllr Andy Mercer

### 1. Purpose of Report

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- 1.1. Modern slavery is the illegal exploitation of people for personal or commercial gain. It covers a wide range of abuse and exploitation including sexual exploitation, domestic servitude, forced labour, criminal exploitation and organ harvesting.
- 1.2. This statement needs to be approved by both Executive and Full Council in order to conform to requirements of Section 54 of the Modern Slavery Act 2015.

### 2. Executive Summary

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- 2.1 This report presents for approval the Modern Slavery Statement 2021-22. Section 54 of the Modern Slavery Act 2015 places a requirement on all 'commercial organisations' with a turn-over in excess of £36 million per annum to publish an annual Slavery and Human Trafficking Statement to confirm what they have done in the year to address the risks to human rights in their supply chains.

### 3. Recommendations

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- 3.1 It is recommended that the Executive Advisory Panel considers the statement on Modern Slavery as a position statement for North Northamptonshire Council as set out in the Appendices and provides feedback and advice as considered appropriate to the Executive.

#### Reasons for recommendation

Organisations must publish an annual statement setting out the steps they take to prevent modern slavery in their business and their supply chains. This

is a requirement under section 54 (Transparency in Supply Chains) of the Modern Slavery Act 2015.

#### **4. Report Background**

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4.1 Modern slavery is a crime resulting in an abhorrent abuse of human rights. It is constituted in the Modern Slavery Act 2015 by the offences of 'slavery, servitude and forced or compulsory labour' and 'human trafficking'.

#### **5. Issues and Choices**

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5.1 The Council is required to have a Modern Slavery Statement in place and published on the website.

#### **6. Implications (including financial implications)**

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##### **6.1 Resources and Financial**

6.1.1 The council is required to ensure that officers are aware of the threat of modern slavery across the council infrastructure and contractors. Online training and information will be made available to staff to make sure that everyone is aware of the duty we have as the local authority. This will be resourced from within the existing budgets.

##### **6.2 Legal**

6.2.1 The modern slavery statement must be approved by both the Executive and Full Council in order to conform to requirements of Section 54 of the Modern Slavery Act 2015 that requires certain organisations to develop a slavery and human trafficking statement each year.

##### **6.3 Risk**

6.3.1 In order to reduce any risk of legal challenge to the authority for legal action taken, it is necessary to have an approved and published modern slavery statement that clearly sets out the council's responsibilities and published on the website.

##### **6.4 Consultation**

6.4.1 This statement has not been published for public consultation. This statement sets out how, as an authority, we will consider modern slavery while carrying out the tasks that we are responsible for and will be on the website.

##### **6.5 Consideration by Scrutiny**

6.5.1 This statement has not been considered by Scrutiny during its formulation but has been considered by the Executive Advisory Panel.

## **6.6 Climate Impact**

6.6.1 There is no adverse climate impact arising from the adoption and application of this statement, however environmental improvement will be achieved through some of the actions completed provided within it.

## **6.7 Community Impact**

6.7.1 This policy affects all areas and communities of the authority from businesses to individuals. The aim of the statement is to set out in a clear and transparent way how the Council will manage its approach to modern slavery. The statement will be added to the website and will be updated annually in line with government guidance.

## **7. Background Papers**

7.1 Section 54 of the Modern Slavery Act 2015

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## North Northamptonshire Council

# Modern Slavery Statement

## 2021-22

### Introduction

Modern Slavery is defined as the recruitment, movement, harbouring or receiving of children, women, or men using force, coercion, abuse of vulnerability, deception or other means for the purpose of exploitation. It is a crime under the Modern Slavery Act 2015 and includes holding a person in a position of slavery, servitude, forced or compulsory labour, or facilitating their travel with the intention of exploiting them soon after. Section 54 of the Modern Slavery Act 2015 places a requirement on all “commercial organisations” with a turn-over in excess of £36 million per annum, to publish an annual Slavery and Human Trafficking Statement to confirm what they have done in the year to address the risks to human rights in their supply chains. This statement confirms North Northamptonshire Council’s actions to ensure there is no slavery or human trafficking in its own business and/or its supply chains for the financial year 2021 - 2022.

As an organisation, North Northamptonshire Council is responsible for the provision of a wide range of statutory and discretionary services for its residents, businesses, visitors, and partners. The Council manages a wide range of services which are delivered either directly or using external contractors.

North Northamptonshire Council is committed to preventing and acting against identified slavery and human trafficking in its corporate activities, its supply chains, and the wider community.

This statement covers the activities undertaken by North Northamptonshire Council to ensure that these are free from slavery and human trafficking.

## **Our structure, and our services and our supply chains**

North Northamptonshire Council is a local authority for the purposes of the Local Government Act 1972.

North Northamptonshire Council is the single unitary council responsible for providing a range of public services to residents and businesses in the areas of Corby, Kettering, Wellingborough, and East Northamptonshire.

It has replaced East Northamptonshire Council, Corby Borough Council, Kettering Borough Council and Borough Council of Wellingborough, and now delivers all the services which were previously provided by these councils.

These services include:

- collection of household waste
- maintenance of parks and open spaces
- street cleaning
- environmental health
- planning services
- Licensing

North Northamptonshire Council also delivers most of the services which were provided by Northamptonshire County Council, including Education, Highways, Adult Social Care and Libraries.

Through one council, we are transforming these services for the better and delivering them in a more joined-up and cost-effective way, including our supply chains.

## **Policies**

The Council reviews its policies and procedures on an ongoing basis to ensure that they remain compliant and fit for purpose. The following policies and procedures are considered key in ensuring that the organisation meets the requirements of the Modern Slavery Act 2015:

- Safeguarding

The Council understands its responsibility to develop, implement and monitor policies and procedures to safeguard the welfare of children and adults at risk. A comprehensive Safeguarding Policy is in place, which staff in relevant roles, and councillors are expected to have read and work within. The Council does not work in isolation in respect of safeguarding and is committed to engaging with multi agency partnerships to protect and safeguard all vulnerable people. The policy and how to report can be accessed here.

[Policies and procedures \(northamptonshiresab.org.uk\)](http://northamptonshiresab.org.uk)

- Recruitment and Selection

The recruitment policy and processes for North Northamptonshire Council are transparent, support managers with undertaking a professional recruitment process to get the best candidate for the job. It includes robust procedures for pre-employment checks for employees and casual workers, including:

- right to work checks for new starters and internal movers
- identity checks for new starters,
- relevant qualifications and membership checks
- references
- DBS checks where relevant to job (including Certificates of Good Conduct for people who have lived overseas).
- Medical process for new starters

The Bank Mandate form ensures that employees and casual workers are paid directly into an appropriate personal bank account.

- Employment policies and practices.

There are clear and rigorous HR policies and procedures in place and clear management guidance so employees and casual workers are managed effectively. . We monitor and update our policies and processes and make positive improvements to our practice and delivery. The Council has regular forums to engage with the Trade Unions to develop policies and highlight any issues of concern.

The Council has procedures and policies in place on all major employment issues including attendance management, performance management, disciplinary, grievance, dignity at work, whistleblowing, and so on. Standards of expected behaviour are set out in the Codes of Conduct.

There are other policies focused on equalities, and support for employees throughout the employee lifecycle. The Council has an Employee Assistance Service that provides a confidential helpline, and access to a range of support.

All the employment policies and guidance are available on the Council's intranet.

- Agency Workers

The Council has formed a partnership with OPUS to source most agency workers. This is supported by an Agency Worker Policy. This is to ensure that the Council use only reputable employment agencies to source labour. The Agency Worker Policy contains the expectation that Opus undertakes the same level of pre-employment checks on agency workers as would be the expected standard of North Northamptonshire Council.

- Pay, grading, and other pay arrangements

To ensure that all employees are paid fairly and equitably, the Council has a robust Pay Policy, and uses a job evaluation scheme to evaluate new and significantly changed jobs, using trained evaluators. The Pay Policy sets out the authorisation process for any additional payments.

- Code of Conduct

New starters receive a document with their written statement that outlines key terms and conditions, key employment policies, and makes reference to the importance of the Code of Conduct, and that they can find it on the intranet. A similar document is used for Casual Workers to highlight key expectations. The Council's Code of Conduct makes clear the actions and behaviours expected of them when representing the Council. The Council strive to maintain the highest standards of employee conduct and ethical behaviour and any breaches are investigated fully. This code also applies to contractors, agency staff, volunteers and those on student / work experience placements working on behalf of the Council, over and above any code of conduct that individual is subject to from their own employer or Professional body.

- Procurement Contractors & Service Providers.

The Council is committed to ensuring that its contractors adhere to using the highest standards of ethics. All tender processes undertaken require the bidders to provide confirmation that they are fully compliant with the Modern Slavery Act 2015.

- Equality and Diversity

The Council is committed to making equality an integral part of its daily business and as a major employer, service provider and commissioner we are committed to advancing equality of opportunity and providing fair access and treatment in employment opportunities and when delivering services to those in the community. We will seek to embed equality and diversity into our everyday business.

We expect all representatives of the Council including Councillors, Managers, Employees and Contractors to treat everyone fairly, with dignity and respect.

### **Training and awareness**

The Council has an induction programme which includes mandatory safeguarding training which all employees must complete. The Council will seek to continue to develop its training offer to improve its staff's ability to identify and report modern slavery and human trafficking.

### **Performance indicators**

The effectiveness of the steps taken by North Northamptonshire Council to ensure that modern slavery and/or human trafficking is not taking place within our business or supply chains, will be measured through the following methods:

- Thorough investigation of all allegations, complaints, Whistleblowing reports and safeguarding referrals received from employees, members of the general public or law enforcement agencies regarding Modern Slavery and Human Trafficking. The Council will ensure that any learning from these is acted upon and shared appropriately.

- Reviewing and evaluating high risk supply chains and contracted services as part of ongoing contract management / monitoring activity.

### **Working with Suppliers and Due Diligence**

The makeup and nature of our global supply chains for goods and services is increasingly complex. Modern Slavery and human trafficking can be present within any community and whilst slavery can be found anywhere in the chain, it tends to be much worse further down the value chain where there is little visibility and where the poorest and most vulnerable work. The Council will continue to work to ensure that all vulnerable people are safeguarded and recognises the high-risk groups in its community including workers with certain occupations such as car washes/care workers and those resident in multiple occupancy properties.

The Council will continue to adhere to Section 52 of the Modern Slavery Act which places a duty to notify on the local authority. Any incidents of Modern Slavery will be referred to the Police and other appropriate governing boards such as the Community Safety Board.

### **Review and Approval**

This statement has been submitted to Members for approval and will be reviewed on a regular basis by the Executive Member for Housing and Communities in consultation with the Assistant Director for Housing and Communities.

All staff and councillors hold a responsibility to identify, and report concerns through the identified channels.

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# **North Northamptonshire Council**

**1 OCTOBER 2021 TO 31 JANUARY 2022**

**Published by: Democratic Services**

**Leader of North Northamptonshire Council: Councillor Jason Smithers**

## INTRODUCTION

This is the North Northamptonshire Council's Forward Plan. It is published pursuant to The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012. Its purpose is to provide the required 28 days notice of the Council's intention to take 'key decisions' and to hold meetings or parts of meetings in private. It gives advance notice of all the "key decisions" and "exempt decisions" which the Executive or another body or officer so authorised are likely to take over a four month period. The Plan is updated on a rolling monthly basis.

<b>The Members of the Executive are:</b>	
Councillor Jason Smithers	Leader of North Northamptonshire Council
Councillor Helen Howell	Deputy Leader of North Northamptonshire Council Sport, Leisure, Culture and Tourism
Councillor Helen Harrison	Adults, Health and Wellbeing
Councillor Scott Edwards	Children, Families, Education and Skills
Councillor Harriet Pentland	Climate and Green Environment
Councillor Lloyd Bunday	Finance and Transformation
Councillor David Brackenbury	Growth and Regeneration
Councillor Graham Lawman	Highways, Travel and Assets
Councillor Andy Mercer	Housing and Community
Councillor David Howes	Rural Communities and Localism

The concept of a "key decision" is intended to capture the most important or significant decisions. "Key decisions" will normally be made at meetings open to the press and public. The press and public will only be excluded from such meetings as and when the Council's Monitoring Officer considers that this is necessary in order to avoid the public disclosure of confidential or exempt information.

The authority has decided that a Key Decision is one which is likely:-

- (a) to result in the authority incurring expenditure of which is, or the making of savings which are, significant; or
- (b) to be significant in terms of its effects on communities living or working in an area comprising two or more electoral wards in the area of the authority."

The Council has decided that significant expenditure or savings are those amounting to above £500,000.

In determining the meaning of "*significant*" for these purposes North Northamptonshire Council will also have regard to any guidance for the time being issued by the Secretary of State in accordance with section 9Q of the Local Government Act 2000.

At times it may be necessary for the North Northamptonshire Council to give consideration to items where the public may be excluded from the meeting. Members of the public are excluded from meetings whenever it is likely that, in the view of the nature of the business to be transacted or the nature of the proceedings that confidential information would be disclosed. This includes exclusion from access to any pertinent documents. Details of the exemption categories can be found in the 'Access to Information Procedure Rules' section in the Council's [Constitution](#). This plan provides advance notice of any items which may be held in private.

Paragraph 5 of the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 provides for members of the public to make representations to the Council on why an exempt item should be considered in public, rather than in private. Persons wishing to make such representations and/or obtain further details in respect of any issues referred to in the Plan should contact the undermentioned officer.

The Monitoring Officer may also include in the Forward Plan references to such other decisions, which are to be taken by the Council or any of its Committees or Sub-Committee or officers as they consider appropriate. These will be those decisions that are considered to be significant or sufficiently important and/or sensitive so that it is reasonable for a member of the public to expect it to be recorded and published.

All general questions or queries about the contents of this Forward Plan or about the arrangements for taking key decisions should be raised with Ben Smith, Democratic Services.

Please email: [democraticservices@northnorthants.gov.uk](mailto:democraticservices@northnorthants.gov.uk)

## November

Subject of the Decision:	Decision Maker	Is it a key decision?	Will it contain exempt information? /Reasons for exemption, if any	Consultation undertaken	Anticipated Date of Decision:	Report Author	Support documents (if any)
Capital Programme Update 2021/22	Executive	Yes	No		18 Nov 2021	Executive Director - Finance	
Budget Forecast Update 2021/22	Executive	Yes	No		18 Nov 2021	Executive Director – Finance	
Capital Outturn 2020-21/Capital Monitoring 2021-22	Executive	Yes	No		18 Nov 2021	Executive Director – Finance	
Outturn 2020-21	Executive	Yes	No		18 Nov 2021	Executive Director – Finance	
Treasury Half Yearly Monitoring Report	Executive	Yes	No		18 Nov 2021	Executive Director - Finance	
Budget Strategy/Role of Scrutiny	Executive	Yes	No		18 Nov 2021	Executive Director – Finance	
Review of Dry Waste Recycling Contract	Executive	Yes	No		18 Nov 2021	Executive Director - Place and Economy	
Proposed amalgamation of Tennyson Road Infant and Alfred Street Junior Schools	Executive	Yes	No		18 Nov 2021	Executive Director – Children's' Services	

Destination Nene Valley	Executive	Yes	No		18 Nov 2021	Executive Director - Place and Economy	
Food Safety Service Plan 2021-2023 and Food and Feed Standards Plan 2021-2023	Executive	Yes	No		18 Nov 2021	Executive Director - Adults, Communities and Wellbeing	
Bus Service Improvement Plan	Executive	Yes	No		18 Nov 2021	Executive Director - Place and Economy	
Rough Sleeper Accommodation Programme (RSAP)	Executive	Yes	No		18 Nov 2021	Executive Director - Adults, Communities and Wellbeing	
Waste, Recycling & Street Cleansing Policies	Executive	Yes	No		18 Nov 2021	Executive Director - Place and Economy	
Housing Policies - Tenancy Policy & Tenancy Agreement and Aids & Adaptations Policy	Executive	Yes	No		18 Nov 2021	Executive Director - Adults, Communities and Wellbeing	
Procurement of a Revenue & Benefits ICT System	Executive	Yes	No		18 Nov 2021	Executive Director – Finance	
Treescape Fund	Executive	Yes	No		18 Nov 2021	Executive Director - Place and Economy	
Corby Town Investment Plan - Programme of Projects	Executive	Yes	No		18 Nov 2021	Executive Director - Place and Economy	
Local Council Tax Support Scheme 2022/23	Executive	Yes	No		18 Nov 2021	Executive Director – Finance	
Extension of current contract for the Processing and Treatment of Waste Wood	Executive	Yes	Fully exempt		18 Nov 2021	Executive Director - Place and Economy	

Future provision of the services currently delivered by Wellingborough Norse	Executive	Yes	Fully exempt		18 Nov 2021	Executive Director - Place and Economy	
Shaftesbury Street Property Purchases	Executive	Yes	Fully exempt		18 Nov 2021	Executive Director - Adults, Communities and Wellbeing	

## December

Subject of the Decision:	Decision Maker	Is it a key decision?	Will it contain exempt information? /Reasons for exemption, if any	Consultation undertaken	Anticipated Date of Decision:	Report Author	Support documents (if any)
Budget Forecast Update 2021/22	Executive	Yes	No		16 Dec 2021	Executive Director - Finance	
Capital Programme Update 2021/22	Executive	Yes	No		16 Dec 2021	Executive Director - Finance	
Community Asset Transfer Policy	Executive	Yes	No		16 Dec 2021	Executive Director - Place and Economy	
Asset of Community Value Policy	Executive	Yes	No		16 Dec 2021	Executive Director - Place and Economy	
Local Economic Recovery and Growth	Executive	Yes	No		16 Dec 2021	Executive Director - Place and Economy	
Council Housing Development - former Grange Methodist Church Site, Kettering	Executive	Yes	No Part exempt		16 Dec 2021	Executive Director - Adults, Communities and Wellbeing	

## January

Subject of the Decision:	Decision Maker	Is it a key decision?	Will it contain exempt information? /Reasons for exemption, if any	Consultation undertaken	Anticipated Date of Decision:	Report Author	Support documents (if any)
Budget Forecast Update 2021/22	Executive	Yes	No		13 Jan 2022	Executive Director - Finance	
Capital Programme Update 2021/22	Executive	Yes	No		13 Jan 2022	Executive Director - Finance	

## February

Subject of the Decision:	Decision Maker	Is it a key decision?	Will it contain exempt information? /Reasons for exemption, if any	Consultation undertaken	Anticipated Date of Decision:	Report Author	Support documents (if any)
Budget Forecast Update 2021/22	Executive	Yes	No		10 Feb 2022	Executive Director - Finance	

Capital Programme Update 2021/22	Executive	Yes	No		10 Feb 2022	Executive Director - Finance	
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## March

Subject of the Decision:	Decision Maker	Is it a key decision?	Will it contain exempt information? /Reasons for exemption, if any	Consultation undertaken	Anticipated Date of Decision:	Report Author	Support documents (if any)
Tree Strategy and Policy	Executive	Yes	No		17 Mar 2022		
Pollinator Strategy	Executive	Yes	No		17 Mar 2022		
Budget Forecast Update 2021/22	Executive	Yes	No		17 Mar 2022		
Capital Programme Update 2021/22	Executive	Yes	No		17 Mar 2022		

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**Executive Advisory Panel  
Health Wellbeing & Vulnerable People  
Work Programme 2021 - 2022**

<b>October</b>			
<b>Item</b>	<b>Objective</b>	<b>Lead Officer</b>	<b>Partner Organisations</b>
Council Housing Policy Update	To make recommendations to the Executive on the proposed adoption of two harmonised policies and new Tenancy Agreement for North Northamptonshire Council.	Kerry Purnell, Assistant Director Housing and Communities	
Modern Slavery Statement	To discuss the statement on Modern Slavery as a position statement for North Northamptonshire Council.	Kerry Purnell, Assistant Director Housing and Communities	
<b>November</b>			
<b>Item</b>	<b>Objective</b>	<b>Lead Officer</b>	<b>Partner Organisations</b>
Social Prescribing	To receive an update on the Northamptonshire social prescribing service	Lucy Wightman, Director of Public Health	Department for Public Health
Better Care Fund	To receive an update on the Better Care Fund	David Watts, Executive Director Adults, Communities and Wellbeing	
Scrutiny Task Group - Left behind communities	To receive an update from the Scrutiny Task Group for left behind communities	David Watts, Executive Director Adults, Communities and Wellbeing	

December			
Item	Objective	Lead Officer	Partner Organisations
Adult Education Offer	To discuss the provision of programmes relating to healthy weight through the Adult Education Offer.	Carol Berrevoets Adult Learning Service Manager	
Public Health Communications and Engagement Strategy/ Data Gathering	To receive an update on the proposed strategies for communication, engagement and data gathering within Public Health	Lucy Wightman, Director of Public Health	Department for Public Health

Future agenda items for consideration

- Supporting independence
- Big Community Funds (Update item)