

Portfolio Holder for Housing and Countryside Services



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20 December 2017

For further information please contact

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NOTICE OF INTENDED PORTFOLIO HOLDER DELEGATED DECISION

The Portfolio Holder has received the following report for a decision to be taken under delegated authority. The decision will be taken on **28 December 2017** (i.e. 3 clear days after the date of this note). The decision will be published on the Council's website but will not be implemented until 5 clear days after the date of publication of the decision) to comply with the call-in process set out in Rule 7.37 of the Constitution.

1.	TENANCY MANAGEMENT POLICY REVIEW
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(Pages 3 - 38)

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CYNGOR SIR POWYS COUNTY COUNCIL
PORTFOLIO HOLDER DELEGATED DECISION
 by
COUNTY COUNCILLOR JONATHAN WILKINSON
(PORTFOLIO HOLDER FOR HOUSING AND COUNTRYSIDE SERVICES)
December 2017

REPORT AUTHOR: Simon Inkson – Head of Housing

SUBJECT: Tenancy Management Policy review

REPORT FOR: Decision

1. Summary

- 1.1 This report seeks approval for a reviewed Tenancy Management Policy for Council Housing.
- 1.2 The report is supported by the following appendices:
 - A The reviewed policy, including tracked changes
 - B Impact Assessment (IA)

2. Proposal

- 2.1. The proposed changes will make the policy clearer and more consistent with legislation.
- 2.2. Reference to preventing and addressing housing fraud is added.

3. Options Considered / Available

- 3.1. No other options are considered.

4. Preferred Choice and Reasons

- 4.1. The preferred choice is to approve the policy to ensure consistency across the County.
- 4.2. The second choice is not to approve the policy. This would mean that the current policy remains in force. There would be slightly less consistency and less awareness of tenancy fraud.

5. Impact Assessment

- 5.1 Is an impact assessment required? Yes
- 5.2 If yes is it attached? Yes

6. Corporate Improvement Plan

- 6.1 This policy ensures that Council Housing Tenants are treated in an equal and fair way in relation to tenancy management. This relates to the Welsh Government's wellbeing goal of "A More Equal Wales".
- 6.2 There are no risks for the Council identified.

7. Local Member(s)

- 7.1 This policy applies to all Council Housing accommodation in Powys.

8. Other Front Line Services

Does the recommendation impact on other services run by the Council or on behalf of the Council? No

9. Communications

Have Communications seen a copy of this report? No

10. Support Services (Legal, Finance, Corporate Property, HR, ICT, Business Services)

- 10.1 Legal: The Professional Lead-Legal supports this policy which is in line with current practices and legislation
- 10.2 Finance: The Finance Business Partner notes the content of the report and the amendment to the tenancy management policy.
- 10.3 Corporate Property (if appropriate)
- 10.4 HR (if appropriate)
- 10.5 ICT (if appropriate)

11. Scrutiny

Has this report been scrutinised? No

12. Statutory Officers

- 12.1 The Solicitor to the Council (Monitoring Officer) has commented as follows: "I note the legal comment and have nothing to add to the report".
- 12.2 The Head of Financial Services (Acting S151 Officer) notes the content of the report and revised policy.

13. Members' Interests

13.1 The Monitoring Officer is not aware of any specific interests that may arise in relation to this report. If the Portfolio Holder has an interest he/she should declare it, complete the relevant notification form and refer the matter to the cabinet for decision.

14. Future Status of the Report

N/A

Recommendation:	Reason for Recommendation:
To approve the reviewed Council Housing Tenancy Management Policy.	The reviewed policy ensures a consistent approach to tenancy fraud and is more consistent with legislation.

Relevant Policy (ies):			
Within Policy:	Y	Within Budget:	Y

Relevant Local Member(s):	All
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Person(s) To Implement Decision:	David Roffey
Date By When Decision To Be Implemented:	Within one month after approval

Contact Officer:	Henk Jan Kuipers
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Background Papers used to prepare Report:

- Powys County Council secure tenancy agreement 2008
- Powys County Council introductory tenancy agreement 2015
- CIH practice online
- Housing Law Training support pack; CIH / Guy Wardle; February 2017

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Powys County Council Housing Services

Council Housing Tenancy Management Policy

August 2016 (review draft 03-07-2017) (002)

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This publication is available in Welsh.

This document is available on request in alternative formats (e.g. large print type / Braille / on tape).

Powys County Council Housing Services Council Housing Tenancy Management Policy

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Policy background and coverage

- a. A “tenancy agreement” or shortened “tenancy” is the written contract between the Council as landlord and the tenant. The tenancy agreement gives certain rights and obligations to both the tenant and landlord.
- b. The Council aims to manage tenancies efficiently and effectively to enable tenants to exercise their rights as introductory and secure tenants.
- c. The Council will ensure that it manages tenancies in accordance with best practice and relevant policy, legislation and Council housing service standards.
- d. The Council will ensure that, where it has discretion, this is exercised in a reasonable, fair and equitable manner.

1. Creation of tenancies

1.1. Objective

The Council will ensure that tenancies are created correctly.

1.2. Creating new tenancies

The Council will offer tenancies to applicants for rehousing in accordance with the Common Allocations Scheme.

1.3. Types of tenancy

- a. All new tenancies granted will be introductory tenancies, unless the new tenant already has a secure tenancy with the Council or a Registered Social Landlord.
- b. All introductory tenants will automatically become secure tenants on the first anniversary of the date their tenancy commenced, unless the Council has either:
 - I. commenced possession proceedings during the 12 month introductory period; or
 - II. decided to extend the introductory tenancy for a further 6 months. In such instances the Council will serve a notice of extension on the introductory tenant at least 8 weeks before the expiry of their introductory tenancy. The notice will advise the introductory tenant of the reasons of the extension of their introductory tenancy and provide them with information about their right to ask for the decision to be reviewed.

1.4. Creation of tenancies for persons aged 16 or 17

- a. Where the successful applicant is aged 16 or 17 years of age, the Council will agree on a person to hold their tenancy in trust, until they reach their 18th birthday. This is called an equitable tenancy. Where appropriate and practical the Council will involve the applicant in the selection of the person who will hold their tenancy in trust. The trustee could for example be an adult relative, friend or social worker.
- b. The Council will include in the express trust deed that the trustee acts as a guarantor and litigation friend.

1.5. Principal and only home

Tenants who fail to occupy their accommodation as their principle and only home are breaching their tenancy agreement. In such instances the Council will start procedures to repossess the accommodation and in certain circumstances may pursue a prosecution in the criminal courts, if it considers that the tenancy has been obtained by deception.

2. Ending of tenancies

2.1. Objective

The Council will ensure that tenancies are terminated correctly.

2.2. Notice to quit

- a. The Council will accept the statutory 4 weeks' notice from a tenant that they intend to end their tenancy.
- b. The notice informing the Council of a tenant's intention to end their tenancy must be in writing, and preferably signed by all tenants of the property.
- c. Where a tenant informs the Council verbally and not in writing, the Council will make sure the notice to quit is signed during the inspection visit.
- d. On receipt of a notice to quit the Council will inspect the property within 7 days and advise the tenant(s) of any noticeable outstanding repairs, redecoration or other works for which they are responsible. The tenant will also be informed of any outstanding debt.
The Council will provide an estimate of rechargeable costs in the event the tenant does not carry out the required repairs or redecoration. The tenant remains responsible for unnoticed repairs at the visit and repairs that occur after the visit.
- e. On the termination of the tenancy the Council will inspect the property and any outstanding repairs, redecoration or other works for which the former tenant(s) were responsible will be recharged to the former tenant(s).

2.3. Joint tenants

- a. The Council will accept a notice to quit where it has been signed by all tenants who hold the tenancy.
- b. Where one joint tenant seeks to end the tenancy by means of the correct notice to quit, the Council will investigate to establish:
 - I. the intentions of the tenant who served the notice to quit;
 - II. whether the other tenant(s) wish(es) to surrender the tenancy.
- c. The Council will meet with the joint tenant who served the notice to quit to:
 - I. discuss their reasons for serving the notice;
 - II. provide them with advice on alternative options available to them to terminate their interest in the tenancy, for example amending the tenancy.
- d. Where the joint tenant who served the notice to quit, does not wish to withdraw the notice, the Council will:
 - I. inform the remaining tenant that the notice to quit has been received and that their tenancy will terminate on its expiry date;
 - II. where there are dependent children present in the home, refer the case to the Council's Children's Services;

- III. inform the remaining tenant that they can have their housing need assessed.
- e. If a remaining tenant does not wish to surrender the tenancy, the Council will treat them as unauthorised occupiers, on the expiry of the notice to quit.

2.4. Joint tenancies – gender-based violence, domestic abuse or sexual violence

- a. Where a tenant holding a joint tenancy flees their home as a result of gender-based violence, domestic abuse or sexual violence, and has had their application for rehousing accepted and provides the Council with the correct notice to quit, the Council will undertake investigations into the conduct of the tenancy. Where the Council considers that there is evidence to support allegation of violence or abuse the Council will:
 - I. inform the remaining tenant that notice to quit has been received and that their tenancy will terminate on its expiry date;
 - II. where there are dependent children present in the home, refer the case to the Council's Children's Services;
 - III. inform the remaining tenant that the Council is unlikely to have any obligation to offer them alternative accommodation.
- b. If, following the expiry of the notice to quit, the former tenant is still in occupation of the accommodation, the Council will regard them as unauthorised occupiers and seek possession through court action.

2.5. The death of sole tenant and occupier

- a. In the event of the death of a sole tenant, the Council will accept written notice from the late tenant's next of kin, personal representative, or executor of the late tenant's estate of the date that they will handover possession of the property. The Council expects this to be a maximum of four weeks, unless otherwise agreed. The Council will ask for a death certificate, unless the Council is informed through the Council's "*Tell Us Once*" service.
- b. Where the Council does not receive a notice, the Council will send a notice to quit to the executors or personal representatives.
- c. The late tenant's next of kin, personal representative, or executor will be liable for rent payments until possession is handed over.
- d. On recovering possession of the property the Council will inspect it. Any outstanding rent liability and repairs or redecoration for which the late tenant was responsible will be recharged to the late tenant's estate.

2.6. Notice to quit on the Public Trustee following the death of a sole tenant who was intestate and had no living relatives

- a. Where a tenant has died, and following investigations the Council has good grounds for believing that they died intestate and had no living relatives, the Council will serve a notice to quit on the Public Trustee.

- b. On recovering possession of the property the Council will inspect it. Any outstanding rent liability and repairs or redecoration for which the late tenant was responsible will be recharged to the Public Trustee.

2.7. Transfer to another home owned by the Council

The Council will consider the acceptance of an offer of tenancy of another Powys County Council dwelling to be a surrender of tenancy. The Council will not require the transferring tenant to provide a 4 weeks written notice of their intention to end their tenancy. In such instances the Council will negotiate with the tenant to agree a shorter notice period.

2.8. Execution of a Warrant of Evictions

- a. Where the Council has regained possession of a property following the execution of an eviction warrant by a Court Bailiff, the Council will secure the property and inspect it.
- b. Any outstanding rent liability and repairs or redecoration for which the former tenant was responsible will be recharged to them.

2.9. Abandonment

- a. Where it is brought to the Council's attention that a property has been abandoned by the tenant(s), the Council will carry out substantial investigations to satisfy that the tenant(s), by their actions, intended to surrender their tenancy.
- b. Following the report of the suspected abandonment the Council will take action to secure the property.
- c. Where the Council is satisfied that the tenant(s), by their actions, intended to surrender their tenancy, the Council will serve a notice to quit on the property and take possession of the property on the expiry of the notice, normally 28 days after serving the notice and no contact with the (former) tenant.
- d. Where the Council is not satisfied that there is the intention to surrender the tenancy, the Council will serve a notice seeking possession and a notice to quit and then obtain a court order to repossess the property.
- e. Any outstanding rent liability and repairs or redecoration for which the former tenant was responsible will be recharged to them.

3. Assignment of tenancies

3.1. Objective

The Council will ensure that tenancies are assigned correctly.

3.2. Assignment by way of exchange (mutual exchange)

- a. Every secure tenant of the Council has the right to assign their tenancy by means of exchange. The Council will provide information on mutual exchange to all tenants and advise tenants who are considering applying to exchange their home with another tenant that, when they assign their tenancy by means of exchange with another tenant, they are accepting the property in its existing condition.
- b. Where a secure tenant(s) of the Council applies to exchange their tenancy with another secure or assured tenant, the Council will only withhold consent to the proposed exchange on one of the following grounds:
 - I. The tenant or the proposed assignee is subject to an order of the court for the possession of the dwelling-house of which he is the secure tenant;
 - II. Proceedings have been begun for possession of the dwelling-house of which the tenant or the proposed assignee is the secure tenant, or there has been served on the tenant or the proposed assignee a notice of proceedings for possession and is still in force. (Where the mutual exchange will remove an under-occupancy penalty consent may be given);
 - III. Either (a) a relevant order, a suspended anti-social behaviour possession order or a suspended riot-related possession order is in force, or (b) an application is pending before any court for a relevant order, a demotion order, an anti-social behaviour possession order or a riot-related possession order to be made, in respect of the tenant or the proposed assignee or a person who is residing with either of them;
 - IV. The dwelling-house is subject to a closure notice or closure order;
 - V. The accommodation afforded by the dwelling-house is substantially more extensive than is reasonably required by the proposed assignee;
 - VI. The extent of the accommodation afforded by the dwelling-house is not reasonably suitable to the needs of the proposed assignee and his family;
 - VII. The dwelling-house (a) forms part of or is within the curtilage of a building which, or so much of it as is held by the landlord, is held mainly for purposes other than housing purposes and consists mainly of accommodation other than housing accommodation, or is situated in a cemetery, and (b) was let to the tenant or a predecessor in title of his in consequence of the tenant or predecessor being in the employment of the landlord, a local authority, a development corporation, a housing action trust, a Mayoral development corporation, an urban development corporation, or the governors of an aided school;
 - VIII. The dwelling-house has features which are substantially different from those of ordinary dwelling-houses and which are designed to make it suitable for occupation by a physically disabled person who requires accommodation of the kind provided by the dwelling-house and if the

assignment were made there would no longer be such a person residing in the dwelling-house;

- IX. The dwelling-house is one of a group of dwelling-houses which it is the practice of the landlord to let for occupation by persons with special needs and a social service or special facility is provided in close proximity to the group of dwelling-houses in order to assist persons with those special needs and if the assignment were made there would no longer be a person with those special needs residing in the dwelling-house.
- c. Where a tenant or assignee has breached a condition of their tenancy agreement, such as non-payment of rent or any other condition, the Council will make consent to the proposed exchange conditional on the breach being remedied.
 - d. All tenants who apply to assign their property by means of exchange will be advised in writing by the Council of their decision within 42 calendar days of receiving the application.
 - e. Where consent is withheld, the Council will advise the tenant of the grounds upon which it has been withheld.
 - f. Where consent to the exchange is conditional on a breach of tenancy being remedied, the Council will advise the tenant in writing of this and what they have to do to remedy the breach of tenancy.
 - g. Where consent is granted to the exchange, the property will be assigned by means of a deed of assignment signed by both parties.
 - h. Where the tenant of the Council is exchanging with a tenant of another landlord the Council will liaise with the other landlord to ensure that the deeds of assignment are signed by both parties at the same time.

3.3. Assignment in accordance with court orders

- a. In the event of relationship breakdown between a married couple or civil partners, the Court will assign a tenancy to a named individual.
- b. The Council will advise the tenant who benefitted from the property adjustment order that the tenancy has been assigned to them within 10 working days of receipt of the court order. In doing so the Council will advise them of their rights and responsibilities, the date the tenancy was commenced, the balance of the rent account and whether the tenancy has had any notices served upon it which are yet to expire, for example to undo an alteration.
- c. The tenant who benefitted from the property adjustment order, is not regarded as a successor unless they or the former tenant was a successor.
- d. The Council will write to the former tenant, advising them that their tenancy has ended.

3.4. Assignment to a person qualified to succeed to the tenancy

- a. The Council will allow both introductory and secure tenants to assign their tenancy to another person. The assignment will only be made to a person who would be entitled to succeed to the tenancy should the tenant have died immediately before the assignment.
- b. Tenants wishing to assign their tenancy must apply to the Council in writing. Where the Council receives an application to assign a tenancy, a decision will be made within 10 working days of receipt of all of the required information.
- c. The Council will only withhold consent on the following grounds:
 - I. the existing tenant succeeded to the tenancy;
 - II. the tenancy was assigned to the existing tenant;
 - III. the Council is in the process of taking legal action to recover possession of the property;
 - IV. the property is substantially larger than required by the assignee;
 - V. the person the tenant wished to assign the tenancy to is not a person who would be entitled to succeed to the tenancy, if the tenant died immediately before the assignment;
 - VI. The property is designated for disabled or older people and the assignee does not meet the criteria.
- d. In instances where the Council withholds consent to the proposed assignment this will be in writing, advising the tenant of the reasons for the decision.
- e. In instances where the Council provides consent to the proposed assignment, this will be in writing. The tenant and the assignee will be invited to sign the deed of assignment. The Council will advise the assignee of their rights and responsibilities as a secure tenant, the date the tenancy was commenced and the balance of the rent account.
- f. The assignee is regarded as a successor.

4. Succession of tenancies

4.1. Objective

The Council will ensure that tenancy succession occurs only where there is an entitlement to succeed to the tenancy

4.2. Entitlement to succeed

- a. On being advised of the death of a tenant who doesn't live alone, the Council will undertake investigations to establish whether the right of succession exists and whether the person(s) who lived with the late tenant are entitled to succeed to the tenancy. Succession will only be granted to someone who is entitled to succeed to the tenancy.
- b. A person is qualified to succeed to the tenancy if they occupy the home as their only or principal home at the time of the tenant's death and is either:
 - I. the tenant's spouse or civil partner; or
 - II. the tenant's cohabitant and has resided with the tenant throughout the period of the 12 months ending with the tenant's death; or
 - III. another member of the tenant's family and has resided with the tenant throughout the period of the 12 months ending with the tenant's death.
- c. A person is considered to be a family member if their relationship was one of the following: the tenant's parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece.
- d. For the purposes of this policy:
 - I. a relationship by marriage is treated as a relationship of blood;
 - II. a relationship of half-blood is treated as a relationship of whole blood;
 - III. the stepchild of a person is treated as his or her child;
 - IV. an illegitimate child is treated as the legitimate child of the mother and reputed father;
 - V. a former foster child aged over 18 will be treated as the legitimate child of the tenant.
- e. The late tenant's spouse or civil partner will be favoured above all others, if there is a competing claim to the succession.
- f. The successor will in all cases be a sole tenant. If the sole tenant is the spouse or civil partner of the late tenant they will only be granted a joint tenancy following remarriage or registering a new civil partnership.
- g. A joint tenant that stays behind in the property is a successor.

4.3. Succession and under occupation

In instances where the successor tenant was a family member of the late tenant (excluding their spouse/civil partner) and occupies a large family house which is substantially under-occupied, the Council will seek possession of the home. In this instance the Council will make suitable alternative accommodation available for the

successor tenant. In such cases proceedings for possession must be served more than six months but less than twelve months after the previous tenant's death. Where the Council has not been able to offer suitable alternative accommodation, the Council will offer a non secure tenancy for the period until a suitable alternative accommodation has been offered.

4.4. Succession and accommodation suitable for a person with a disability

In instances where the successor tenant occupies accommodation which is either purpose built or substantially adapted for occupation by a person or persons with a physical disability, and it was let by the Council to someone with a physical disability and there is now no such person in the household, the Council will seek possession from a successor tenant. In this instance the Council will make suitable alternative accommodation available for the tenant.

4.5. Treatment of remaining people where no right of succession exists

- a. Where there is no right to succession the Council will seek possession of the home.
- b. Where there has previously been a succession to a tenancy, and this successor dies, there is no right to another succession.
- c. The Council will consider granting a tenancy to the remaining person or persons, either in the same home or in suitable alternative accommodation, if the remaining person(s) is a member of the household of the deceased tenant and has:
 - I. been living with the tenant for the year prior to the tenant's demise; or
 - II. been looking after the tenant; or
 - III. accepted responsibility for the tenant's dependents.
- d. In the case of I and II, the accommodation in question must be the principal or only residence of the survivor at the time the tenant dies.
- e. The Council will ensure that the allocation has no adverse implications for the good use of the housing stock and has sufficient priority under the Common Allocation Scheme.

5. Amending existing tenancies

5.1. Objective

The Council will ensure that tenancies are amended correctly.

5.2. Application to amend

- a. The Council will consider requests to amend existing secure tenancies to remove or add a tenant to the tenancy agreement. Where legislation does not allow for a transfer, assignment or succession to the tenancy, a new tenancy must be created and the existing tenancy terminated.
- b. The Council will meet with all current and proposed tenants to complete an application to amend, which is signed by all current and proposed tenants at the meeting.

5.3. Adding someone to a sole tenancy

- a. Adding someone will only be agreed where the person is some-one who occupies the accommodation as their only or principal home and is:
 - I. the tenant's spouse, civil partner, cohabitant or member of the tenant's family; and
 - II. has resided with the tenant throughout the period of the previous twelve months.
- b. A person is considered to be a family member if their relationship is one of the following: the tenant's parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece.
- c. For the purposes of this policy:
 - I. a relationship by marriage is treated as a relationship of blood;
 - II. a relationship of half-blood is treated as a relationship of whole blood;
 - III. the stepchild of a person is treated as his or her child;
 - IV. an illegitimate child is treated as the legitimate child of the mother and reputed father;
 - V. a former foster child aged over 18 will be treated as the legitimate child of the tenant.
- d. The Council may withhold consent on the following grounds:
 - I. the existing tenant succeeded to the tenancy. An exception is where the sole tenant was the spouse or civil partner of the late tenant and is now remarried or registered a new civil partnership;
 - II. the tenancy was assigned to the existing tenant;
 - III. there is an ongoing breach of the tenancy agreement;
 - IV. the Council is in the process of taking legal action to recover possession of the property;
 - V. the property is substantially larger than required;
 - VI. the person the tenant wishes to add to the tenancy to is not a person who would be entitled to succeed to the tenancy, if the tenant died immediately before the assignment;

- VII. the property is designated for disabled or older people and the current tenant's household and the person the tenant wishes to add does not meet the criteria;
- VIII. the person the tenant wishes to add was previously a tenant from the Council, any other local authority or housing association and
 - was evicted;
 - left whilst there was a possession order outstanding;
 - has significant unpaid debts as a result of the tenancy;
- IX. any other relevant information like a documented history of anti-social behaviour, domestic abuse or abusing staff.

5.4. Removing someone from a joint tenancy

- a. The Council may withhold consent on the following grounds:
 - I. the existing tenant succeeded to the tenancy;
 - II. the tenancy was assigned to the existing tenant;
 - III. there is an ongoing breach of the tenancy agreement;
 - IV. the Council is in the process of taking legal action to recover possession of the property;
 - V. the property is substantially larger than required for the remaining occupiers;
 - VI. the property is designated for disabled or older people and the remaining tenant's household does not meet the criteria.
- b. Where the property is larger than required or the remaining tenant does not meet the disability or age criteria, the Council may decide that the amendment of the tenancy is dependent upon the remaining tenant being offered more suitable alternative accommodation. If no suitable alternative can be found within six months then the request to amend the tenancy of the current address will be re-considered.

5.5. Decision

- a. Where the Council receives an application to amend a tenancy it will reach a decision within 10 working days of signing the application at the meeting and receipt of all of the required information.
- b. Where the request to amend a tenancy is successful, the Council will write to the current and proposed tenants and arrangements will be made to sign a new tenancy agreement and termination of the existing tenancy. The Council will advise the current and new tenants of their rights and responsibilities as a secure tenant, the date the tenancy was commenced and the balance of the rent account.
- c. In instances where consent is withheld to the proposed amendment, the Council will write to the tenant advising them of the decision and the reasons for the decision.

6. Right to buy

6.1. Objective

Unless the Welsh Government gives the Council permission to suspend the Right to Buy, the Council will ensure that secure tenants are able to exercise their right.

6.2. Suspension of the Right to buy

- a. The Council has applied to the Welsh Government to suspend the Right to Buy for Council tenants for a period of five years.
- b. If the Welsh Government gives the Council permission to suspend the Right to buy, tenants are no longer entitled to the right.

6.3. Entitlement to the Right to Buy

- a. When the Council receives a copy of the Right to Buy application form (RTB1) from a secure tenant, the Council will undertake investigations to establish whether they are entitled to exercise their right to buy. The Council will refuse consent to:
 - I. tenants whose tenancy is not of sufficient length to entitle them to purchase their home;
 - II. tenants whose home is exempt from the Right to Buy;
 - III. tenants who have a possession order granted against their tenancy;
 - IV. tenants who are undischarged bankrupts;
 - V. tenants who are the subject of a bankruptcy petition;
 - VI. tenants who have made a false or misleading statement on their Right to Buy application.
- b. All tenants who apply to exercise their Right to Buy will be advised whether they have the right. The Council will do this by sending the tenant a copy of the Notice in Reply (RTB2) within 20 working days of receipt of the RTB1 form.

6.4. Processing of applications

- a. Where the tenant has the Right to Buy, the Council will send them a copy of the offer notice (Section 125 notice) within 8 weeks of the date of the RTB2 form for a freehold property, or within 12 weeks for a leasehold property. The Council will send an anti-money laundering form at the same time.
- b. Where the tenant has failed to advise of their intentions in relation to the purchase of their home within 12 weeks of the Section 125 notice being sent to them, the Council will send a further letter asking about their intentions.
- c. Should the tenant not reply to the above mentioned letter within 56 days and/or complete and sign the anti-money-laundering form, provide all documentary evidence to support RTB application, the Council will consider that the tenant does not wish to proceed with the application or deny the purchase.

7. Right to take in lodgers

7.1. Objective

The Council will act in such a way as to ensure that secure tenants are able to exercise their right to take in lodgers.

7.2. Consent to Take in Lodgers

- a. Tenants can take in lodgers without the consent of the Council provided this does not overcrowd the premises.
- b. When informed by the tenant or otherwise, the Council will inform the tenant in writing if taking in a lodger leads to overcrowding.
- c. On request, where the tenant is in receipt of Housing Benefit the Council will provide advice about how the presence of a lodger in their home will affect their claim for benefit or single person discount.
- d. If the tenant is in receipt of Housing Benefit, they must notify the Housing Benefits Section if they have taken in lodgers.

7.3. Notice to quit

When the tenant ends the tenancy by giving a notice to quit, lodging arrangements granted by the tenant end at the same time as the tenancy.

8. Right to sublet

8.1. Objective

The Council will act in such a way to ensure that secure tenants are able to exercise their right to sublet part of their homes.

8.2. Consent to sublet

- a. Tenants wishing to sublet part of their homes must seek our consent prior to entering into any arrangement.
- b. On receipt of a written request from a tenant to sublet part of their home, the Council will contact the tenant within 10 working days to arrange to visit them in their home.
- c. When the Council visits, it will seek information about the level of occupation in the property, the name of the intended sub-tenant and the reason why the sub-tenant wishes to live with the tenant. Where the tenant is in receipt of Housing Benefit the Council will provide advice about how the presence of a sub tenant in their home will affect their claim for benefit.
- d. The Council will only withhold consent from a tenant wishing to sublet part of their home, where it is considered that either the arrangement will lead to overcrowding or where it is believed the tenant intends to sublet the whole of their home.
- e. The Council will write to the tenant within 10 days of the visit to their home, advising them whether consent has been given. Where the Council has refused permission to sublet, the reasons for refusing consent will be stated in the letter to the tenant.

8.3. Unlawful subletting

Tenants who sublet part or all of their property without the written permission of the Council breach their tenancy agreement. This may be a criminal offence of unlawful subletting and prosecution may ensue.

8.4. Notice to quit

When the tenant ends the tenancy by giving a notice to quit, sub-tenancies granted by the tenant end at the same time as the tenancy.

9. Managing and preventing tenancy fraud

9.1. Objective

The Council will act in such a way to prevent tenancy fraud. Where tenancy fraud is detected or suspected, the Council will take action.

9.2. Prevention and detection

- a. The Council will proactively try to prevent fraudulent activity through robust verification, proactive investigation and effective and timely housing management processes.
- b. The Council will work with external agencies to prevent and detect tenancy fraud. This includes, but is not limited to, Registered Social Landlords, other Council services, other Local Authorities and the Department for Work and Pensions.
- c. The Council will work in partnership with other service areas where other types of fraud are suspected or identified.
- d. The Council will adhere to the requirements of the Data Protection Act 1998 and article 8 of the European Convention on Human Rights (respect for private and family life), when conducting an investigation.

9.3. Managing detected fraud

- a. The Council will consider the following factors, when dealing with tenancy fraud:
 - I. the estimated costs to the Council of taking court action balanced against the likelihood of success
 - II. the evidence of intent of the individual(s) to commit tenancy fraud
 - III. the public interest
 - IV. the potential for adverse impact on households or unintended consequences of enforcement action
- b. The Council will take proportionate enforcement action to repossess properties from fraudulent tenants in order to make best use of the housing stock and to secure the use of our properties for their intended purpose.
- c. The Council will consider applying for unlawful profit orders where appropriate. This is an order which requires a tenant to pay the landlord any profit made from unlawful subletting.

10. Equalities

10.1. Objective

The Council is committed to giving an equal service to all.

10.2. Procedures and Practices

- a. The Council's staff and contractors will operate in such a way to ensure that their procedures and practices are sensitive to the needs of individual residents. They will ensure that they do not discriminate in any way.
- b. Enforcement of the Tenancy Management policy will from time to time need to be tailored to meet the needs of individuals, for example the approach to addressing the receipt of a notice to quit from one joint tenant may vary from case to case because of the vulnerability of the tenant who has served the notice or the vulnerability of the remaining tenant. All cases will be considered on an individual basis.

10.3. Information

- a. The Council will in all reasonable circumstances make information available in a variety of information formats, including for example:
 - I. Braille
 - II. large print
 - III. audio tape
- b. Where specialist services are required to ensure that information is accessible to the tenant or member of their family, the Council will provide these specialist services where reasonable.

11. Reviewing decisions, complaints and compliments

11.1. Introduction

The Council is committed to improve service delivery and put right any mistakes.

11.2. Review

Anyone that is affected by a decision of the Council's Housing Service is entitled to ask an independent review from a manager or team leader that was not involved in making the decision.

11.3. Complaints and compliments

- a. The Council welcomes all feedback from customers, because it helps to improve services.
- b. When the Council receives a complaint, the Corporate Complaints Procedure will be followed.
- c. The Council will aim to clarify any issues that are deemed unclear.
- d. Where possible, the Council will put right any mistakes it may have made.
- e. Where the Council gets something wrong, it will apologise and where appropriate try to put things right.
- f. The Council will aim to learn from good practice and mistakes and use the information gained to improve services.

12. Review of the tenancy management policy

- a. This policy will be reviewed by the Council every three years unless there are circumstances that require a review, for example a change in legislation or regulation.
- b. Where there has been a change in legislation which has an impact on the policy, the policy will be reviewed within 3 months of the legislation or regulation coming into effect.

Appendix 1 Offers of suitable alternative accommodation

- a. When making an offer of suitable alternative accommodation the Council will have regard to the following factors:
 - I. the size of the household which is being rehoused;
 - II. the need of the household to live in a particular area for employment, caring or educational reasons;
 - III. the supply of lettings of suitable property types in areas where it is considered reasonable that the household are rehoused in.

- b. Accommodation will usually be offered in accordance with the criteria used in the Common Allocations Scheme.

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Impact Assessment (IA)

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This **Impact Assessment (IA)** toolkit incorporating Welsh Language, Equalities, Well-being of Future Generations Act, Sustainable Development Principles, Communication and Engagement, Safeguarding, Corporate Parenting, Community Cohesion and Risk Management supporting effective decision making and ensuring compliance with respective legislation. **Please read the accompanying guidance before completing the form.**

Service Area	Housing	Head of Service	Simon Inkson	Strategic Director	Paul Griffiths	Portfolio Holder	Cllr Jonathan Wilkinson
Policy / Change Objective / Budget Saving		Review of Council Housing Management Policy					
Outline Summary							
<p>The following changes will make the policy clearer and more consistent with legislation.</p> <ul style="list-style-type: none"> - Added text relating to anti-fraud, on advice of the corporate Senior Investigator dealing with housing fraud (Right to Buy, subletting and lodgers) - Succession of a cohabitant (now in line with sections 88, 89 and 112 of the Housing Act 1985) - Added anti-social behaviour (ASB) as a ground to refuse mutual exchange (Ground 2A, Schedule 3, Housing Act 1985) - Treatment of remaining people where no right of succession exists (now identical to Welsh Government allocation guidance) - Grounds for refusing mutual exchange now exact wording as in Schedule 3, Housing Act 1985, to avoid discrepancy. 							

Page 31 Version Control (services should consider the impact assessment early in the development process and continually evaluate)

Version	Author	Job Title	Date
1	Henk Jan Kuipers	Housing Service Improvement Officer	13-03-2017
2	Henk Jan Kuipers	Housing Service Improvement Officer	25-04-2017
3	Henk Jan Kuipers	Housing Service Improvement Officer	03-07-2017

2. How does your policy / change objective / budget saving impact on the council's strategic vision?

Council Priority	How does the policy / change objective impact on this priority?	IMPACT Please select from drop down box below	What will be done to better contribute to positive or mitigate any negative impacts?	IMPACT AFTER MITIGATION Please select from drop down box below	Source of Outline Evidence to support judgement
Services delivered for less	The policy now includes reference to preventing and detecting fraud. This may help to reduce fraud.	Good		Choose an item.	
Supporting people in the community	No expected impact	Choose an item.		Choose an item.	
Developing the economy	No expected impact	Choose an item.		Choose an item.	

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Council Priority	How does the policy / change objective impact on this priority?	<u>IMPACT</u> Please select from drop down box below	What will be done to better contribute to positive or mitigate any negative impacts?	<u>IMPACT AFTER MITIGATION</u> Please select from drop down box below	Source of Outline Evidence to support judgement
Learning	No expected impact	Choose an item.		Choose an item.	

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3. How does your policy / change objective / budget saving impact on the Welsh Assembly's well-being goals?

Well-being Goal	How does the policy / change objective contribute this goal?	IMPACT Please select from drop down box below	What will be done to better contribute to positive or mitigate any negative impacts?	IMPACT AFTER MITIGATION Please select from drop down box below	Source of Outline Evidence to support judgement
A prosperous Wales: An innovative, productive and low carbon society which recognises the limits of the global environment and therefore uses resources efficiently and proportionately (including acting on climate change); and which develops a skilled and well-educated population in an economy which generates wealth and provides employment opportunities, allowing people to take advantage of the wealth generated through securing decent work.	No expected impact	Choose an item.		Choose an item.	
A resilient Wales: A nation which maintains and enhances a biodiverse natural environment with healthy functioning ecosystems that support social, economic and ecological resilience and the capacity to adapt to change (for example climate change).	No expected impact	Choose an item.		Choose an item.	
A healthier Wales: A society in which people's physical and mental well-being is maximised and in which choices and behaviours that benefit future health are understood.	No expected impact	Choose an item.		Choose an item.	
A Wales of cohesive communities: Attractive, viable, safe and well-connected Communities.	No expected impact	Choose an item.		Choose an item.	
A globally responsible Wales: A nation which, when doing anything to improve the economic, social, environmental and cultural well-being of Wales, takes account of whether doing such a thing may make a positive contribution to global well-being.	No expected impact	Choose an item.		Choose an item.	
A Wales of vibrant culture and thriving Welsh language: A society that promotes and protects culture, heritage and the Welsh language, and which encourages people to participate in the arts, and sports and recreation.					
<i>Opportunities for persons to use the Welsh language</i>		Choose an item.		Choose an item.	

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<i>Treating the Welsh language no less favourable than the English language</i>	No expected impact	Choose an item.		Choose an item.	
<i>Opportunities to promote the Welsh language</i>	No expected impact	Choose an item.		Choose an item.	
<i>Welsh Language impact on staff</i>	No expected impact	Choose an item.		Choose an item.	
<i>People are encouraged to do sport, art and recreation.</i>	No expected impact	Choose an item.		Choose an item.	
A more equal Wales: A society that enables people to fulfil their potential no matter what their background or circumstances (including their socio economic background and circumstances).					
<i>Age</i>	No expected impact	Choose an item.		Choose an item.	
<i>Disability</i>	No expected impact	Choose an item.		Choose an item.	
<i>Gender reassignment</i>	No expected impact	Choose an item.		Choose an item.	
<i>Marriage or civil partnership</i>	No expected impact	Choose an item.		Choose an item.	
<i>Race</i>	No expected impact	Choose an item.		Choose an item.	
<i>Religion or belief</i>	No expected impact	Choose an item.		Choose an item.	
<i>Sex</i>	No expected impact	Choose an item.		Choose an item.	
<i>Sexual Orientation</i>	No expected impact	Choose an item.		Choose an item.	
<i>Pregnancy and Maternity</i>	No expected impact	Choose an item.		Choose an item.	

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4. How does your policy / change objective / budget saving impact on the council's other key guiding principles?

Principle	How does the policy / change objective impact on this principle?	IMPACT Please select from drop down box below	What will be done to better contribute to positive or mitigate any negative impacts?	IMPACT AFTER MITIGATION Please select from drop down box below	Source of Outline Evidence to support judgement
Sustainable Development Principle (5 ways of working)					
Long Term: Looking to the long term so that we do not compromise the ability of future generations to meet their own needs.	No expected impact	Choose an item.		Choose an item.	
Collaboration: Working with others in a collaborative way to find shared sustainable solutions.	No expected impact	Choose an item.		Choose an item.	
Involvement (including Communication and Engagement): Involving a diversity of the population in the decisions that affect them.	No expected impact	Choose an item.		Choose an item.	
Prevention: Understanding the root causes of issues to prevent them from occurring.	The reviewed policy prevents potential confusion. The policy is now more robust and will better support decision making.	Good		Choose an item.	
Integration: Taking an integrated approach so that public bodies look at all the well-being goals in deciding on their well-being objectives.	No expected impact	Choose an item.		Choose an item.	
No expected impact					
Preventing Poverty: Prevention, including helping people into work and mitigating the impact of poverty.	No expected impact	Choose an item.		Choose an item.	
Safeguarding: Preventing and responding to abuse and neglect of children, young people and adults with health and social care needs who can't protect themselves.	No expected impact	Choose an item.		Choose an item.	

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Principle	How does the policy / change objective impact on this principle?	IMPACT Please select from drop down box below	What will be done to better contribute to positive or mitigate any negative impacts?	IMPACT AFTER MITIGATION Please select from drop down box below	Source of Outline Evidence to support judgement
Corporate Parenting: Enabling our looked after children to fulfil their potential.	No expected impact	Choose an item.		Choose an item.	
Impact on PCC Workforce	No expected impact	Choose an item.		Choose an item.	

5. Achievability of Policy / Change Objective / Budget Saving?

Impact on Service / Council	Risk to delivery of Policy / Change Objective / Budget Saving	Inherent Risk
Low	Low	Low

What are the risks to service delivery or the council following implementation of this Policy / Change Objective / Budget Saving?

Description of risks			
None identified			
Judgement (to be included in project risk register)			
Very High Risk	High Risk	Medium Risk	Low Risk
			No risk identified
Mitigating Actions			Residual Risk (after mitigation)
			Choose an item.
			Choose an item.
			Choose an item.
Does the Policy / Change Objective / Budget Saving have potential to impact on another service area? PLEASE ENSURE YOU INFORM / ENGAGE ANY AFFECTED SERVICE AREAS AT THE EARLIEST OPPORTUNITY			

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7. Overall Summary and Judgement of this Impact Assessment?

Outline Assessment (to be inserted in cabinet report)	Cabinet Report Reference:	
The reviewed policy is clearer and includes now references to preventing housing fraud.		

8. Is there additional evidence to support the Impact Assessment (IA)?

What additional evidence and data has informed the development of your proposal?
None

9. On-going monitoring arrangements?

What arrangements will be put in place to monitor the impact over time?
None.

Please state when this Impact Assessment will be reviewed.
When the policy will be reviewed when the Renting Homes (Wales) Act 2016 will be implemented.

10. Sign Off

Position	Name	Signature	Date
Service Manager:	David Roffey		
Head of Service:	Simon Inkson		
Strategic Director:	Paul Griffiths		
Portfolio Holder:	Cllr Jonathan Wilkinson		

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FORM ENDS

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