



Committee: CABINET

Date: TUESDAY, 4 SEPTEMBER 2018

Venue: MORECAMBE TOWN HALL

Time: 6.00 P.M.

A G E N D A

1. **Apologies**

2. **Minutes**

To receive as a correct record the minutes of Cabinet held on Tuesday, 7th August 2018 (previously circulated).

3. **Items of Urgent Business Authorised by the Leader**

To consider any such items authorised by the Leader and to consider where in the agenda the item(s) are to be considered.

4. **Declarations of Interest**

To receive declarations by Members of interests in respect of items on this Agenda.

Members are reminded that, in accordance with the Localism Act 2011, they are required to declare any disclosable pecuniary interests which have not already been declared in the Council's Register of Interests. (It is a criminal offence not to declare a disclosable pecuniary interest either in the Register or at the meeting).

Whilst not a legal requirement, in accordance with Council Procedure Rule 9 and in the interests of clarity and transparency, Members should declare any disclosable pecuniary interests which they have already declared in the Register, at this point in the meeting.

In accordance with Part B Section 2 of the Code Of Conduct, Members are required to declare the existence and nature of any other interests as defined in paragraphs 8(1) or 9(2) of the Code of Conduct.

5. **Public Speaking**

To consider any such requests received in accordance with the approved procedure.

Reports

6. **Reports from Overview and Scrutiny Committee**

To consider any referral from the Overview and Scrutiny Committee following the Call-in on 28 August 2018.

7. **Review of Council Housing Tenancy Agreement - Consultation Responses (Pages 1 - 30)**

(Cabinet Member with Special Responsibility Councillor Warriner)

Report of Chief Officer (Health & Housing)

8. **Review of 2017-18 (Pages 31 - 38)**

(Cabinet Member with Special Responsibility Councillor Blamire)

Report of the Chief Executive

9. **Performance Monitoring : Quarter 1 - 2018-19 (Pages 39 - 43)**

(Cabinet Member with Special Responsibility Councillor Whitehead)

Report of Chief Executive

ADMINISTRATIVE ARRANGEMENTS

(i) Membership

Councillors Eileen Blamire (Chairman), Janice Hanson (Vice-Chairman), Nathan Burns, Darren Clifford, Brendan Hughes, Margaret Pattison, Andrew Warriner and Anne Whitehead

(ii) Queries regarding this Agenda

Please contact Liz Bateson, Democratic Services - telephone (01524) 582047 or email ebateson@lancaster.gov.uk.

(iii) Apologies

Please contact Democratic Support, telephone 582170, or alternatively email democraticsupport@lancaster.gov.uk.

SUSAN PARSONAGE,
CHIEF EXECUTIVE,
TOWN HALL,
DALTON SQUARE,
LANCASTER, LA1 1PJ

Published on Thursday, 23 August 2018.

CABINET**Review of Council Housing Tenancy Agreement –
Consultation Response****4 September 2018****Report of Chief Officer (Health and Housing)**

PURPOSE OF REPORT			
To inform Cabinet of the results of consultation with tenants on the proposed changes to the council housing tenancy agreement and to ask Cabinet to approve the new agreement.			
Key Decision	X	Non-Key Decision	Referral from Cabinet Member
Date of notice of forthcoming key decision	6 August 2018		
This report is public.			

RECOMMENDATIONS OF COUNCILLOR ANDREW WARRINER

- (1) That Cabinet consider the comments received from tenants during consultation and makes any subsequent amendments to any of the proposed variations to the Tenancy Agreement in response to the consultation.
- (2) That the amended Tenancy Agreement is approved.
- (3) That the Chief Officer (Health and Housing) is authorised to issue to all tenants a Notice of Variation with the new Tenancy Agreement.

1.0 Introduction

- 1.1 Cabinet authorised a consultation with tenants regarding the proposed changes to the Tenancy Agreement, and to serve the necessary preliminary notice of variation.
- 1.2 A Preliminary Notice and details of the proposed changes were sent to tenants for their comments in May 2018 and the consultation finally closed on the 11 June 2018. The proposed revised Tenancy Agreement and summary of the variations that went out for consultation can be found in Appendix 1. The comments received are noted for consideration in the report.

2.0 Proposal Details

- 2.1 Cabinet is required to consider the comments received from tenants during consultation and then make any subsequent amendments, as appropriate to the draft Tenancy

Agreement. Any amendments will be incorporated into the proposed Tenancy Agreement. Once Cabinet approves the Tenancy Agreement a 28 day Notice of the Variations will be served upon tenants with a copy of their new tenancy agreement.

3.0 Details of Consultation

- 3.1 In accordance with the Housing Act 1985 the Council served a Preliminary Notice of Variation to all tenants, and a full copy of the proposed tenancy agreement was also issued. Tenants were asked to read the proposed tenancy agreement and to make any comments or ask any questions by the 11 June 2018. Views were accepted through the "Feed Back Form", by letter, email, and by telephone.
- 3.2 By the closing date of the consultation 104 tenants had made comment: 61 comments were received through the "Feedback Form" issued; 39 comments by telephone were received; and 4 comments were received by email.
- 3.3 Of the 104 returns the majority 88 had no comment to make or were in positive favour of the proposed changes.

Specific individual comments were:

"We are happy with tenancy agreement - Thank you"

"I am happy with my tenancy agreement between me and Lancaster City Council. I accepted all changes with the proposed changes. I agree with the proposed changes"

"I strongly agree with 4.7, 7.1"

"I agree with all of them"

"I agree with everything that has been stated"

"The majority of regulations remain unchanged so those that have been changed have mainly affected rental issues. The changes where necessary have been clearly explained. I agree with the Council's regulations"

"I have read fully the document re "the Tenancy Review" and find it well clear and justifiable in the set-out and agreeable to all aspects laid out. I agree on all the proposed changed fully. I do no disagree to any of the proposed changes."

"The proposed changes are reasonable to bring things up to date"

"No comments but would have preferred to have had it explained by a person than to have to read it"

"I am happy with my tenancy"

"The changes appear to be fair and reasonable"

"No problems"

"We agree with the changes and think they are very fair. We agree with all the proposed changes"

"Changes happen"

"I believe the standard of the gardens should be kept tidy. If there is any changes we must comply"

"Agree with all"

"I find most of the proposed changes reasonable therefore I have no problems going forward with it. Please keep me updated and let me know of the outcome. My health is pretty poor at the moment. Thank you."

"Tenant should have the right to have their Tenancy Agreement produced in the format most appropriate for them"

"it should say how tenants can obtain it in an accessible format"

"the standard version could be written in "Clear Print"

"Symbols e.g. those denoting the different types of tenancy, can be extremely helpful, however, they ideally need to be in discernibly different shapes and colours"

"as there is such a large amount of information in the Tenancy Agreement it would also be much easier to access, if it was grouped according to type of tenancy, rather than by topic"

(although the Introductory Tenancy period will count towards any discount ... under the right to buy) – "it is unclear if this refers to the time or the financial element"

"Mentions in the agreement about Repairs ... Repairs service abysmal in my opinion"

"2.1 should postage be accepted as proof of delivery?"

"I agree with number 2.4 as people's circumstances can change quickly and by getting in touch with the housing office the problem can be dealt with quickly with a solution that is agreed by both parties"

"Clause 2.7 – how will this work? If, as I have twice now had money deducted for no reasonable cause, badly administered by DWP and denied the right to reconsideration and appeal – you have no money to pay with"

"Clause 2.8 (misuse of equipment) – not clear what the term 'misuse' covers. This may cause elderly tenants to worry unnecessarily."

"Clause 2.8 (pre-arranged appointments)- first ensure that such appointments are no malicious, have not been reported by workmen of which the tenant has no knowledge"

"Tree and garden works – pruning of trees, hedges, bushes etc should not be undertaken whilst birds are nesting or while plants are in bloom in order to encourage the local ecology whether by tenants or workmen acting on behalf of the council."

"Mentions in agreement about Repairs. I have been a tenant now for 1 year and been without a fence between my next door. This is a risk because I can't leave my grandchildren or myself sit in garden as these house mice coming from next door by cat leaving them my garden. I have requested a fence several times with no avail. Repair service abysmal in my opinion."

"I disagree with the removal of the word 'maintain' from 3.1"

"Clause 3.6 & 3.7 (written confirmation of repairs) – My experience over the last 5+ years, in 9/10 cases I did not receive written confirmation of repairs, though all were reported to customers services"

"Amended clause 3.19 If a satellite dish is already on when you take up tenancy do you need to ask if you can connect it up?"

"Clauses 3.21 & 3.22 (gas & electrical works) – Here tenants should be advised not to employ anyone with a Corgi registration, that they should only use an engineer who is Gas Safe registered and how to check this."

"Clause 3.24 (you must allow officers of the Council .. into your home .. on reasonable notice" – what do the Council consider 'reasonable notice'? For many vulnerable tenants 24, or even 48 hrs, may not be enough to arrange for someone to support them (relative, translator, carer, support worker, advocate ..)"

"Clause 5.1 & 8.4 (The Council or any of their agents) – Who is classed as the Council's 'agents'?"

"I agree with the new clause 'Under18' but should not the responsible person be the parent? I agree with amended clause 5.10"

"Clause 6.5 (The right to see information held about you) – This needs better explanation. It is not clear if tenants still have the same rights under other laws? Does GDPR effects any of these rights? It is also unclear within the Tenancy Agreement, what rights tenants have regarding what information is given and to who it is given to, regarding outside services, trades etc, that the Council contract work out to."

"When the changes are agreed upon will we receive a copy so that we know which have and have not been amended?"

"I feel that many tenants do not keep on top of keeping their gardens tidy, especially back gardens. The council needs to enforce this agreement as part of the tenancy"

"To many dogs, fouling pavements, gardens and the estates are not tidy"

" 'Please be reassured' is usually, in my experience, a prelude to disaster"

"No problem with any of it"

"I will consult with my solicitor and respond in due course"

"Everything written I agree with. Changing the age of people entitled to live in bungalows would benefit for a quieter life. I am please and happy with the rest of the tenancy review"

"Concerned that these could be enforced arbitrarily and query how much consideration there would be before an eviction?"

"These rules are just as much as I expected. I agree with them"

"I agree with them all especially rent responsibilities, the care of my flat and personal behaviour as I like to treat people as how I like to be treated by other people. I respect them"

"I agree to adhere this updated Tenancy Agreement"

"If I have read correctly agree to all but my feedback is I believe if your in council property the main tenant should be able to sign over house or put child if an adult on the tenancy. Do not think right if someone has a partner and not married and only been together a short time they are allowed but not your own child who has always lived in the property"

"Only 1 issue that concerns me is my rent is payed monthly as I get payed on a monthly basis, this is a top up of the rent, apart from this I am ok with the rest of the proposed variation of the tenancy agreement"

3.4 **Succession Rights** - Views were also sought on whether or not succession rights should be changed to the minimum statutory succession rights. Only two tenants responded to this question in the consultation but overwhelmingly felt that the existing council position on succession should remain as set out in Clause 8.15. In addition from phone calls received it is clear that tenants value their security of tenure.

4.0 Options and Options Analysis (including risk assessment)

4.1	Option 1: Do nothing – continue with the existing Tenancy Agreement	Option 2: Cabinet approves the amended Tenancy Agreement
Advantages	Simplicity of continuation. Marginal cost savings	The tenancy agreement is updated to ensure that it meets current standards and requirements, and is fit for purpose; taking into account the comments received. The tenancy agreement remains an effective management tool.
Disadvantages	The existing tenancy agreement does not reflect current standards and requirements.	Marginal costs of implementation.
Risks	The tenancy agreement will not be wholly fit for purpose as an effective management tool.	The Government’s former advice on unfair terms in tenancy agreements has been referred to throughout this process. This approach will help minimise risk relating to the robustness of the content of the new agreement.

5.0 Officer Preferred Option (and comments)

5.1 The Officer preferred option is Option 2 for the reasons set out above.

6.0 Conclusion

6.1 The comments made and clarifications sought by tenants have been taken into account in the final draft of the Tenancy Agreement, and have been incorporated into the draft

of the Agreement as set out in Appendix 1. Cabinet is required to consider the comments received from tenants during consultation and then make any subsequent amendments, as appropriate to the draft Agreement.

RELATIONSHIP TO POLICY FRAMEWORK

Corporate Plan – the proposal supports the council’s objectives: to deliver value for money, customer focussed services; to support sustainable communities; to continue to improve the council.

Service Business Plan – the proposal is contained within the Services agreed service business plan for 2017/2018.

CONCLUSION OF IMPACT ASSESSMENT

(including Diversity, Human Rights, Community Safety, Sustainability and Rural Proofing)

Impact assessments have been undertaken and no issues have been identified.

FINANCIAL IMPLICATIONS

The costs involved in the issuing of the new tenancy agreement are estimated at £2,500. This will be met from within existing resources in 2018/19 as appropriate.

LEGAL IMPLICATIONS

Section 102 and 103 of the Housing Act 1985 give the council the power to vary the terms of the secure tenancy agreement by serving a notice of variation on the tenant. Before serving a notice of variation the council has to give preliminary notice and the tenant has to be invited to make comment on the proposed changes. The council is required to consider the comments made.

Legal Service have also been consulted at an early stage in the drafting of the varied terms of the agreement and having made recommendations of the terms these have been incorporated into the revised tenancy agreement that was sent to all tenants for consultation.

SECTION 151 OFFICER’S COMMENTS

The Section 151 Officer has been consulted and has no comments.

MONITORING OFFICER’S COMMENTS

The Monitoring Officer has been consulted and has no comments.

BACKGROUND PAPERS

None.





Contact Officer: Mr Chris Hanna
Telephone: 01524 582516
E-mail: channa@lancaster.gov.uk
Ref: C150


(Proposed revised tenancy agreement and summary of the variations)


The following comments will be taken on board in the final format and design of the tenancy agreement:

- The symbols identifying the different types of tenancy will be reviewed and updated to improve clarity.
- In the section describing an Introductory Tenancy from comments received added clarification: “financial” discount.
- From comments received added clarification “Gas Safe” to Clause 3.22.
- From comments received added clarification in WORDS AND PHRASES of “Agent”.
- The recommendation is to retain the existing Clause 8.15 - Rights to succession.

PROPOSED REVISED TENANCY AGREEMENT	SUMMARY OF THE VARIATIONS
LANCASTER CITY COUNCIL TENANCY AGREEMENT	
ABOUT YOUR TENANCY	
1 YOUR TENANCY AGREEMENT	
2 YOUR RENT & OTHER CHARGES	
3 REPAIRS & IMPROVEMENTS	
4 COMMUNITY RESPONSIBILITIES	
5 USING YOUR HOME	
6 TENANT INVOLVEMENT	
7 MOVING HOUSE	
8 ENDING YOUR TENANCY	
DO NOT DESTROY THIS DOCUMENT	

<p>This document is important. It sets out your rights and responsibilities. You are advised to read it before agreeing to it. It should be kept for the lifetime of your tenancy. You may need to refer to it in the future.</p>	<p><i>No change</i></p>
<p>Please be aware that you should read and understand this tenancy agreement in its entirety.</p>	<p><i>New clause Reinforces advice above</i></p>
<p>Further information and advice is available from your Housing Office, local Citizens Advice Bureau, your local housing advice centre, a law centre, or the Council's website (www.lancaster.gov.uk).</p>	<p><i>No change</i></p>
<p>NATIONAL FRAUD INITIATIVE</p> <p>Lancaster City Council has a legal duty to protect the public money it administers. As part of this duty the Council is taking part in the National Fraud Initiative, a nationwide drive to reduce the amount of public money lost each year due to fraud. As a result information you provide on this form may be shared with other bodies responsible for auditing or administering public funds. For further information, see the Council's website or contact Customer Services on 01524 582000 or email:nfi@lancaster.gov.uk</p>	<p><i>No change</i></p>
<p>ABOUT YOUR TENANCY</p>	
<p>This tenancy agreement contains terms that only apply to an introductory tenancy, a secure tenancy, or a demoted tenancy. To make the tenancy agreement easier to understand, symbols have been used where these apply:</p>	<p><i>No change</i></p>
<p>Introductory tenancy </p>	
<p>Secure tenancy </p>	
<p>Demoted tenancy </p>	
<p>Introductory Tenancy </p>	
<p>An introductory tenancy is for a trial period during which you have no security of tenure. You must show us that you are responsible enough to keep your Council home.</p>	<p><i>No change</i></p>
<p>An introductory tenancy usually lasts for 12 months but the Council can extend it for a further six months if you have not complied with this agreement. You have a right to ask for a review of that decision. An introductory tenancy will automatically become a secure tenancy after 12 months, unless it has been extended or court proceedings for possession of your home have been started.</p>	<p><i>No change</i></p>
<p>If, during your introductory tenancy, you break any of the tenancy conditions we may take action to end your tenancy.</p>	<p><i>No change</i></p>

The Council must give you at least four weeks' written notice that they are going to ask the court to evict you and explain the reasons why. Get advice immediately if this happens. You have the right to ask the Council to review their decision, but only if you do so within 14 days of receiving the notice. If you miss this deadline, the Council can apply to the court for an eviction order. The court will have no choice but to grant the eviction order if the Council has followed the correct procedure.	<i>No change</i>
As an introductory tenant you do not have the right to:	<i>No change</i>
· Buy your home (although the introductory tenancy period will count towards any financial discount allowed under the right to buy in future applications)	From comments received added clarification: "financial" discount
· Sub-let all or part of your home	<i>No change</i>
· Exchange your home with another tenant	<i>No change</i>
· Carry out improvements to your home	<i>No change</i>
· Claim compensation for improvements	<i>No change</i>
· Take in lodgers	<i>No change</i>
An introductory tenancy cannot usually be assigned (i.e. transfer it to someone else during your lifetime) without an order from the court allowing an assignment to take place. An assignment may also be agreed if the assignee would have succeeded to the tenancy immediately before the assignment is to take place.	<i>No change</i>
Introductory tenants do have the right to one statutory succession for a husband, wife, partner, or other family members upon the death of the tenant.	<i>No change</i>
Any successor to the tenancy will become an introductory tenant for the remaining time left on the original tenancy.	<i>No change</i>
Secure Tenancy 	
If you are an introductory tenant you will automatically become a secure tenant after 12 months, provided you don't breach the conditions of your tenancy.	<i>No change</i>
As a secure tenant you have the right, subject to meeting any applicable criteria or gaining any necessary approval, to:	<i>No change</i>
· Live in your home for the rest of your life as long as you continue to comply with the requirements of your tenancy agreement	<i>No change</i>
· Buy your home at a discount, after a qualifying period	<i>No change</i>
· Pass on your home to someone in your family living with you when you die, provided that you yourself had not succeeded the tenancy (subject to certain conditions)	<i>No change</i>
· Take in lodgers and sub-let part of your home (although you should note that this may affect any housing benefits that you are receiving)	<i>No change</i>
· Have your home repaired (some repairs are the responsibility of the tenant while others are the responsibility of the Council)	<i>No change</i>
· Carry out improvements to your home (subject to written consent from your council)	<i>No change</i>

· Be compensated for certain improvements you have made if you move home	<i>No change</i>
· Take on the management of your estate	<i>No change</i>
· Exchange your home with another tenant	<i>No change</i>
· Be consulted on housing management matters	<i>No change</i>
· Be given information about how the Council runs the homes that it owns	<i>No change</i>
You have the right to live in your home indefinitely, as long as the Council does not start legal proceedings to evict you. The Council can only evict you by following the correct procedure and getting a court order. The Council has to give you written notice, and prove a legal reason why you should be evicted before they can get a court order.	<i>No change</i>
If tenancy enforcement action is taken against you due to anti-social behaviour, this may lead to your secure tenancy being demoted by the court. This would reduce your rights as a tenant.	<i>No change</i>
Demoted Tenancy 	
A secure tenancy can be downgraded to a demoted tenancy. A demoted tenancy is very similar to an introductory tenancy. You have more limited rights and less protection from eviction than a secure tenancy. The Council has to get a court order if they want to downgrade your tenancy in this way.	<i>No change</i>
The court can demote your tenancy if you (or someone who lives with you, or visits you regularly) have behaved anti-socially or caused nuisance in the area, threatened to do so, or used your home for illegal activities such as drug dealing.	<i>No change</i>
A demotion order will normally last for one year, unless:	<i>No change</i>
· The Council starts possession proceedings against you	<i>No change</i>
· You leave your home (in which case you will lose the tenancy)	<i>No change</i>
· The court overturns the order (for example if the judge believes that it should not have been made in the first place)	<i>No change</i>
· You die and no one is entitled to take on the tenancy	<i>No change</i>
If you do not cause nuisance or break your tenancy agreement in other ways, you should automatically become a secure tenant again after 12 months. If the Council starts court action during the 12 months, you can be evicted more easily than a secure tenant.	<i>No change</i>
Demoted tenancies can be ended much more easily than secure tenancies. The Council does not have to prove a legal reason in court but they have to follow the correct procedure to evict you.	<i>No change</i>
The Council must give you at least four weeks' written notice that they are going to ask the court to evict you and explain the reasons why. Get advice immediately if this happens. You have the right to ask the Council to review their decision, but only if you do so within 14 days of receiving the notice. If you miss this deadline, the Council can apply to the court for an eviction order. The court will	<i>No change</i>

have no choice but to grant the eviction order if the Council has followed the correct procedure.	
The right to buy will be suspended until your tenancy becomes secure again. The time you spent as a demoted tenant will not count towards your discount.	<i>No change</i>
You do not normally have the right to take in a lodger or sublet part of your home while your tenancy is demoted. If you do so without written permission from the Council, you can be evicted more easily than a secure tenant.	<i>No change</i>
You will not normally be able to exchange your home or get a transfer while your tenancy is demoted. Once your tenancy becomes secure, you will be able to apply.	<i>No change</i>
You cannot pass on a demoted tenancy by assignment (i.e. transfer it to someone else during your lifetime) unless it is done as part of a divorce or other family proceedings. You will be able to do so once your tenancy becomes secure again.	<i>No change</i>
Under 18s	<i>New clause</i>
The Council will only give a tenancy agreement to someone under the age of 18 if a responsible person signs this agreement on their behalf as trustee. That person accepts that any notices or demands for payment served under this agreement can be served on the trustee	<i>New clause Clarifies existing legal position directly within the tenancy agreement</i>
Tenancy Agreement	
A tenancy agreement means that:	<i>No change</i>
You cannot be evicted without a court order, unless you abandon the premises	<i>No change</i>
If you are an introductory or a demoted tenant, before a court will make an eviction order, the Council will have to show that it has served you notice, and where you have requested, it has reviewed the decision to terminate your tenancy	<i>No change</i>
If you are a secure tenant, before a court will make an eviction order, the Council will have to show that either:	<i>Deleted clause</i>
If you are a secure tenant, before a court will make an eviction order, the Council will have to show that a ground for possession, as provided for by Schedule 2 of the Housing Act 1985, is made out and that in relation to certain grounds that it is reasonable to evict. These grounds include:	<i>Amended clause Provides more information of the Council's responsibilities and powers</i>
you have broken the contract and it is reasonable to evict you, or	<i>No change</i>
your landlord needs to move you, suitable alternative accommodation is available, and it is reasonable to evict you	<i>No change</i>
You have important rights as to how you use your home, although some of these require the consent of the Council	<i>No change</i>

You are responsible for the behaviour of everyone who lives in, and visits, your home	<i>No change</i>
If you break any condition in this agreement the Council may take legal action against you, for example by obtaining a possession order, anti-social behaviour order, injunction, extending an introductory tenancy, demotion order or an order suspending your right to buy your home.	<i>No change</i>
If tenancy enforcement action is taken against you due to a breach of your tenancy agreement, this could lead not only to the loss of your home but may also exclude you from obtaining Council accommodation in the future. You also may be required to pay the costs of any action taken by the Council.	<i>No change</i>
Any notice (whether in proceedings or otherwise) may be served on the Lancaster City Council by sending or delivering it to:	<i>No change</i>
The Chief Officer (Health and Housing),	<i>No change</i>
PO Box 4, Town Hall, Lancaster, LA1 1QR	<i>No change</i>
WORDS AND PHRASES	
The following list explains some of the words and phrases we have used in this tenancy agreement:	<i>No change</i>
Agent	
A person or company authorised to act on behalf of the Council.	<i>From comments received added clarification: defined "Agent"</i>
Communal area	
The parts of the building which all tenants can use, for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.	<i>No change</i>
Flat	
A home which forms part of a building.	<i>No change</i>
Garden	
Lawns, hedges, flowerbeds, trees, shrubs, outside walls, fences, paths and yards.	<i>No change</i>
Home	
A house, bedsit, flat, maisonette or bungalow.	<i>No change</i>
Housing office	
Health and Housing Services, Lancaster Town Hall, Dalton Square, Lancaster, LA1 1PJ.	<i>No change</i>
Locality	
The whole of the estate that the property is on including privately-owned or housing association properties or businesses and all other council estates in the district of Lancaster City Council.	<i>No change</i>
Maisonette	
A flat with more than one floor.	<i>No change</i>




Partner	
A husband, wife, or someone who lives with you as husband or wife, or in a same sex relationship.	<i>No change</i>
Property	
The home that you live in, including any garden, outbuilding, and shared areas.	<i>No change</i>
Rent	
Your rent may include charges for services e.g. caretaking, concierge, support, heating, concessionary TV licences, scheme managers and other goods and services where provided by us.	<i>No change</i>
Vehicle	
A car, bus, lorry, motorbike, bike, boat and so on.	<i>No change</i>
Visitor	
People temporarily staying at the property, or a person present in your home.	<i>No change</i>
We, us, our	
Lancaster City Council, the landlord.	<i>No change</i>
Written permission	
A letter from us giving you permission to do certain things.	<i>No change</i>
You	
The tenant, and in the case of joint tenants, any one or all of the joint tenants.	<i>No change</i>
1 YOUR TENANCY AGREEMENT	
1.1 This agreement makes you a tenant of Lancaster City Council.	<i>No change</i>
1.2 Your tenancy is weekly and runs from Monday, 12 noon to Monday, 12 noon.	<i>No change</i>
1.3 If we want to make any changes to your tenancy agreement (other than increasing the rent or other payments) then we will consult with you. We will ask your views about any planned changes to the tenancy agreement and full consideration will be given to any comments received. The Council will then give you at least four weeks' written notice before bringing them into effect.	<i>Deleted clause</i>
1.3 If we want to make any changes to your tenancy agreement (other than increasing the rent or other payments) then we will consult with you. We will ask you for your views about any planned changes to the tenancy agreement and full consideration will be given to any comments received. The Council will then give you at least four weeks' written notice before bringing them into effect. Any notice that the Council may wish to serve on you shall be validly served upon you if they are left at or sent by post to your usual or last known address.	<i>Amended clause Clarifies existing legal position directly within the tenancy agreement</i>
1.4 You may be liable to pay any costs incurred by the Council if you are taken to court for breaking this agreement.	<i>Deleted clause Duplication – see 2.4</i>
1.5 This agreement does not give any rights or remedies to any person except the landlord and the tenant and their respective successors and permitted assignees of the tenant.	<i>No change</i>
2 YOUR RENT & OTHER CHARGES	

<p>Former tenancy arrears. (This paragraph is applicable only if it has been completed by us.)</p> <p>If this paragraph is completed it means that this is an exceptional case and the Council has granted you a tenancy of this property even though you still have arrears from another property and/or a previous tenancy, which you must now pay.</p> <p>You must pay us the debt of £..... at the rate of £..... per week in addition to the rent for your home as stated in this agreement.</p> <p>The amount and period of instalments may be varied from time to time by agreement between you and the Council.</p> <p>The payment of this debt will discharge your liability for rent arrears, charges and/or other debts incurred by you at your previous home/tenancy.</p> <p>Signed (tenant 1)</p> <p>Signed (tenant 2)</p> <p>Signed (authorised officer)</p>	<p><i>New clause - personal clause to be used in authorised exceptional circumstances</i></p>
<p>Council's Responsibilities</p>	
<p>2.1 We may increase or decrease the rent and charges at any time but we must give you not less than four weeks' written notice of the change.</p>	<p><i>Deleted clause</i></p>
<p>2.1 We may change your rent and/or service charges at any time. We will tell you of any change in rent at least 28 days before the change. Any notice that the Council may wish to serve on you shall be validly served upon you if they are left at or sent by post to your usual or last known address, but we reserve the right to change your rent even if you do not receive this notice.</p>	<p><i>Amended clause Clarifies legal position directly within the tenancy agreement</i></p>
<p>2.2 If you put your tenancy at risk due to non-payment of rent we reserve the right to refer you for specialist debt and welfare benefits advice without your prior consent.</p>	<p><i>New clause Provides consent to make a referral</i></p>
<p>Tenant's Responsibilities</p>	
<p>2.2 Your rent and charges are due on Monday of each week and you must pay them on time. If you wish to pay your rent over longer periods – for example, monthly or fortnightly - then you must pay your rent in advance. There are occasional "no collection" weeks where no rent is due and these are identified on the rent card (although people with rent owing - called "arrears" - should make payments in these weeks to reduce the arrears owing). The rent is inclusive of the property rent and all the other charges that are noted on your rent card.</p>	<p><i>Deleted clause</i></p>



<p>2.3 Your rent and charges are due in advance and you must pay your rent and charges every week on or before the Monday they are due. If you wish to pay your rent and charges over longer periods – for example, monthly or fortnightly - then you must pay your rent and charges in advance. The rent is inclusive of the property rent and all the other charges. There are occasional "no collection" weeks where no rent is due. If you are in arrears you should make payments in these weeks to reduce the arrears owing</p>	<p><i>Amended clause Updated to reflect that a traditional rent card is not issued</i></p>
<p>2.3 If you do not pay your rent the Council can go to court to get legal permission to evict you from your home. If you have any difficulty paying your rent you should contact the housing office immediately.</p>	<p><i>Deleted clause</i></p>
<p>2.4 If you do not pay your rent, we may go to court and ask for a possession order to evict you from your home and or a money judgement order to recover your debts. We will ask the court to award the costs of taking you to court against you. You must pay this charge in accordance with the court order. We may refer debts to a debt collection agency. If you have any difficulty paying your rent you should contact the housing office immediately.</p>	<p><i>Amended clause Provides additional clarity</i></p>
<p>2.5 If you are joint tenants you are each responsible for all the rent and for any rent arrears. The Council can recover all rent arrears owed for your home from any individual joint tenant. So if one joint tenant leaves, the remaining tenant or tenants are responsible for any rent that may still be owed.</p>	<p><i>No change</i></p>
<p>2.6 If you use any welfare benefit as a method of payment to pay part or all of your rent, you must tell the Department of Work and Pensions and the Benefit Service and a housing officer immediately of any changes which may affect your entitlement to welfare benefits.</p>	<p><i>New clause Provides a requirement to keep the Council informed of any changes which may affect entitlement to welfare benefits</i></p>
<p>2.7 If your welfare benefit payment made directly to us does not cover the full rent or you are receiving less than your award due to a direct deduction from your housing benefit to pay another debt (known as a shortfall) you must make the shortfall payments to us weekly in advance using another payment method.</p>	<p><i>New clause Reinforces responsibility to pay rent remains</i></p>
<p>2.8 You must repay in full any costs or liabilities incurred by the Council resulting from your breach or failure to perform any part of this agreement.</p> <p>Among other things, the Council could charge for:</p> <ul style="list-style-type: none"> • putting right any work to your home that you have carried out without first having sought written permission from the Council; • putting right damage caused by you not complying with your tenant responsibilities including your failure to maintain your own equipment; • changing the locks of your home and otherwise securing it if it is abandoned by you; • your misuse of the emergency repair service for non-emergency repairs; • misuse of emergency alarm equipment; • replacing missing or broken keys; and • tree and garden works and garden clearance. 	<p><i>New clause Provides further explanation of financial obligations</i></p>

<p>Please note that the Council incurs costs if we call at your home on a pre-arranged appointment and therefore may charge for any missed appointments.</p>	
<p>2.9 You must make and keep to an arrangement to repay other costs and liabilities such as rechargeable repairs, court costs, recoverable welfare benefit and support charges.</p>	<p><i>New clause Provides further explanation of financial obligations</i></p>
<p>3 REPAIRS & MAINTENANCE</p>	
<p>Council's Responsibilities</p>	
<p>3.1 We will repair and maintain:</p>	<p><i>Deleted clause</i></p>
<p>3.1 We will keep in repair:</p>	<p><i>Amended clause A simplification of the clause</i></p>
<ul style="list-style-type: none"> · The structure and exterior of the building - roofs, walls, floors, ceilings, window frames, external doors drains, gutters and outside pipes 	<p><i>No change</i></p>
<ul style="list-style-type: none"> · Kitchen and bathroom fixtures - basins, sinks, toilets and baths 	<p><i>No change</i></p>
<ul style="list-style-type: none"> · Electrical wiring, gas and water pipes 	<p><i>No change</i></p>
<ul style="list-style-type: none"> · Heating equipment and water heating equipment 	<p><i>No change</i></p>
<ul style="list-style-type: none"> · Any communal areas around your home - stairs, lifts, landings, lighting, entrance halls, paving, open spaces, parking areas and rubbish chutes 	<p><i>No change</i></p>
<p>3.2 We will, where necessary, paint the outside of your home at regular intervals.</p>	<p><i>Deleted clause All repair obligations are covered in 3.1</i></p>
<p>3.2 We will do repairs within a reasonable time as detailed in the booklet "Reporting Your Repairs".</p>	<p><i>No change</i></p>
<p>3.3 We will protect your property whilst repairs are being carried out, and will tidy up when the work is finished; removing rubbish and debris arising from the work.</p>	<p><i>No change</i></p>
<p>3.4 We may award a decoration allowance where the decoration of a room is damaged by repair work. If you are elderly or disabled, we may also provide additional help. Ask the housing office about the details of these schemes.</p>	<p><i>No change</i></p>

3.5 When repairs are going to involve major disruption we will arrange with you convenient dates for the work to be carried out.	<i>No change</i>
3.6 We will give you, or send you, written confirmation of your request for a repair. Keep this confirmation in case you want to make an enquiry later.	<i>No change</i>
3.7 We will send you written confirmation when an order for a repair has been issued to a contractor. Keep this confirmation in case you wish to make an enquiry or complaint later.	<i>No change</i>
3.8 We may carry out any works or repairs needed because of a failure by you to comply with your repair obligations. We may charge you for any reasonable costs incurred in carrying out such works or repairs.	<i>No change</i>
Tenant's Responsibilities	
3.9 You must report any repairs, faults or damage immediately to the Council. Make sure that you get or are sent a written confirmation saying that we have received your request for a repair.	<i>No change</i>
3.10 You must pay for repair or replacement if you (or anyone living with you or visiting your home) cause damage deliberately. You must also pay for repair or replacement if damage is caused by your own neglect. The cost of such repairs will be recharged to you and an account will be issued.	<i>No change</i>
3.11 You must do small repairs like unblocking sinks or replacing tap washers or internal door handles. Council Housing Services will do many of these jobs for you if you are elderly or disabled.	<i>No change</i>
3.12 You are responsible for repairing and maintaining your own equipment such as cookers or washing machines and any improvement that you have carried out yourself (unless you have a written agreement for us to repair and maintain it).	<i>No change</i>
3.13 You are responsible for keeping your home clean and in a state of reasonable decorative order.	<i>No change</i>
3.14 You must not decorate the outside of your home without the Council's agreement in writing.	<i>No change</i>
3.15 You must not apply Artex, ceramic tiles, polystyrene tiles or any similar materials to the walls or ceilings unless you have our permission in writing. We may give you permission to use these materials, but you must not carry out any work without the Council's agreement in writing.	<i>No change</i>
3.16 You must, where there is an open fireplace, have the chimney swept at least every 12 months.	<i>No change</i>
3.17 You must only burn approved solid fuels if your home has a solid fuel heating appliance.	<i>No change</i>
3.18 You must not remove walls or take out any other part of your home without the Council's agreement in writing.	<i>No change</i>
3.19 You must not alter or add any fixture to your home, including a satellite dish, TV or CB aerial without the Council's agreement in writing. You may also need to obtain planning approval.	<i>Delete clause</i>
3.19 You must not alter or add any fixture to your home, including: cabling and wiring; cable TV; a satellite dish; radio, TV, or CB aerial without the Council's agreement in writing. You may also need to obtain planning approval.	<i>Amended clause Clarifies further the circumstances where approval is required</i>

3.20 If you make an improvement or alteration to your home without our written agreement we may tell you to return the property to how it was before. You will be charged for any work that the Council has to carry out to return the property to how it was before.	<i>No change</i>
3.21 You must obtain written permission before you carry out any gas or electrical work. There is no charge for seeking this permission. Any gas or electrical work must be carried out by a qualified and competent contractor.	<i>No change</i>
3.22 You must, on the removal of any gas appliance, ensure that the gas pipes are capped off by a Gas Safe registered contractor. You will be charged for any work the Council has to carry out to ensure that the gas pipes are safe.	From comments received added clarification: "Gas Safe"
3.23 You should take all reasonable precautions to prevent damage occurring to any pipes or other installations to the property that may be caused by cold weather.	<i>No change</i>
3.24 You must allow officers of the Council or any other person authorised by the Council into your home on reasonable notice to inspect its condition and do any repairs and improvements.	<i>No change</i>
3.25 You must allow officers of the Council or any other person authorised by the Council to enter the premises to inspect the state of repairs and carry out necessary repairs and essential annual servicing of gas appliances and solid fuel appliances (as required by legislation AND FOR YOUR SAFETY)	<i>No change</i>
3.26 You are advised to obtain a household insurance policy to ensure that your internal decoration to your home and your possessions are adequately covered in case of loss. The Council insures the building and the Council's fixtures, but your own goods are not covered.	<i>No change</i>
Tenant's Rights	
<i>Right to repair (Introductory  and Secure Tenants) </i>	
3.28 You have the right to get repairs done on time. In some cases you have a legal "right to repair". Ask the housing office for more information.	<i>No change</i>
<i>Right to improve (Secure Tenants) </i>	
3.29 You have the right to carry out your own improvements such as installing central heating, a shower or a gas fire. You must get the Council's agreement in writing before doing any work like this. We will not refuse permission unless there is a good reason. (You may also need planning and building regulation approval.) If you make an approved improvement you can ask us to repair and maintain it for you.	<i>No change</i>
4 COMMUNITY RESPONSIBILITIES	
Council's Responsibilities	
4.1 We will ensure that Council employees, agents, contractors or Councillors are polite, courteous, and treat people with respect.	<i>No change</i>
4.2 We will look into your complaints and decide what action to take, and we will give you advice and help.	<i>No change</i>
Tenant's Responsibilities	
<i>Personal behaviour</i>	


4.3 You are responsible for the behaviour of every person (including children) living in or visiting your home. You are responsible for them in your home, on surrounding land, in communal areas (stairs, lifts, landings, entrance halls, paving, shared gardens, parking areas) and in the locality around your home.	<i>No change</i>
4.4 You or anyone else living with you or visiting your home must not cause a nuisance, annoyance or disturbance to any other person. Examples of nuisance, annoyance or disturbance include: loud music; persistent shouting, persistent arguing and door slamming; dog barking and fouling; offensive behaviour; rubbish dumping; playing ball games close to someone else's property.	<i>No change</i>
4.5 You or anyone else living with you or visiting your home must not harass any other person. Examples of harassment include: racist behaviour or language; using or threatening to use violence; using abusive or insulting words or behaviour; damaging or threatening to damage another person's property or possessions; writing threatening, abusive or insulting graffiti; doing anything that interferes with the peace, comfort or convenience of other people; discrimination against minority groups.	<i>No change</i>
4.6 You or anyone else living with you or visiting your home must not inflict or threaten violence against any other person in the household. You, and they, must not harass or use mental, emotional or sexual abuse to make anyone who lives in the household leave the home.	<i>No change</i>
4.7 You or anyone else living with you or visiting your home must not inflict or threaten domestic violence. Domestic violence can be considered grounds for eviction. Evidence of domestic violence for eviction purposes does not need to rely on a criminal charge.	<i>Deleted clause</i>
4.7 You or anyone else living with you or visiting your home must not inflict or threaten domestic abuse. Domestic abuse can be considered grounds for eviction. Evidence of domestic abuse for eviction purposes does not need to rely on a criminal charge.	<i>Amended clause Reflects current law</i>
4.8 You or anyone else living with you or visiting your home must not use your home, any communal area or locality for any illegal activity such as selling drugs.	<i>No change</i>
4.9 You or anyone else living with you or visiting your home must not at any time subject Council employees, agents, contractors or Councillors in the course of their duty, to any physical or verbal abuse. Examples of physical abuse include any actual or threatened assault, attack, violent act, or aggression. Examples of verbal abuse include any unreasonable and/or unlawful verbal attack which causes or is likely to cause alarm, distress or intimidate.	<i>No change</i>
5 USING YOUR HOME	
Council's Responsibilities	
<i>Right of access</i>	
5.1 The Council or any of their agents has the right of access to the premises at all reasonable times for the purpose of inspecting the property or to carry out any works which the Council think are necessary either to the premises or adjoining premises upon giving at least 24 hours' notice in writing (except in an emergency).	<i>No change</i>

5.2 In an emergency officers of the Council or any other person authorised by the Council may enter your home, to inspect equipment or to carry out any works required either to the premises or adjoining premises, whether you are at home or not, using any means necessary; but upon completion of their work or inspection your home will be properly secured and repaired if necessary. An emergency in these circumstances is when either property or a person's safety is deemed to be at risk.	<i>No change</i>
5.3 If your home is part of a sheltered housing scheme, the Scheme Manager has a key and may enter your home at any time in an emergency. An emergency in these circumstances is when either property or a person's safety is deemed to be at risk.	<i>No change</i>
Tenant's Responsibilities	
<i>Occupying your home</i>	
5.4 You must use your council property as your main home.	<i>No change</i>
5.5 You must tell the housing office if you will be away from home for more than a month.	<i>No change</i>
5.6 You must not have more people living in your home than the maximum number allowed. The number (permitted number) is shown in this agreement.	<i>No change</i>
5.7 If you want someone, who was not part of your household when you first moved in, to stay (temporarily or permanently), you must get our written permission first. This includes children, relatives, friends, and guests. We will not refuse permission unless there is good reason.	<i>No change</i>
<i>Right to take in lodgers (Secure Tenants)</i> 	
5.8 You have the right to take in lodgers. A lodger is someone who lives in your home but does not have exclusive right to any one part of it. They will get some sort of service from you such as cooking or cleaning.	<i>Delete clause</i>
5.8 You have the right to take in lodgers. A lodger is someone who lives in your home but does not have exclusive right to any one part of it. They will get some sort of service from you such as cooking or cleaning. You are required to carry out a "Right to rent" in accordance with Government guidance at https://www.gov.uk . Evidence that a "Right to rent" check has been carried out should be supplied to the Council within 7 days of any request from the Council.	<i>Amended clause Reflects changes in legislative requirements</i>
<i>Right to sublet part of your home (Secure Tenants)</i> 	
5.9 You have the right to sub-let, but you must get the Council's agreement in writing first. Sub-letting means that someone pays you to have exclusive right to part of your home. They will usually do their own cooking and cleaning. You cannot sub-let the whole of the property.	<i>Delete clause</i>
5.9 You have the right to sub-let, but you must get the Council's agreement in writing first. Sub-letting means that someone pays you to have exclusive right to part of your home. They will usually do their own cooking and cleaning. You cannot sub-let the whole of the property. You are required to carry out a "Right to rent" in accordance with Government guidance at https://www.gov.uk . Evidence that a	<i>Amended clause Reflects changes in legislative requirements</i>






"Right to rent" check has been carried out should be supplied to the Council within 7 days of any request from the Council.	
Businesses	
5.10 You or anyone else living with you or visiting your home must not run a business from your home without the Council's agreement in writing. We will not normally refuse permission unless the business would cause a nuisance or might damage the property. (You may also need planning and building regulation approval.)	<i>Delete clause</i>
5.10 You or anyone else living with you or visiting your home must not run a business from your home without the Council's agreement in writing. This includes, if you are involved in the scrap metal business, not using your garden for the storage or sorting of scrap metal. We will not normally refuse permission unless the business would cause a nuisance or might damage the property. (You may also need planning and building regulation approval.)	<i>Amended clause Highlights an example of a business that for which approval would not be given</i>
5.11 You or anyone else living with you or visiting your home must not place exhibit any notice board or notice visible from the outside of the premises advertising any profession, trade, or business, or any good, or services.	<i>No change</i>
Gardens	
5.12 You must keep your garden tidy. You must cut any grass regularly in the growing season and weed the borders.	<i>No change</i>
5.13 If you do not comply with these requirements the Council may undertake whatever work is necessary to put your garden in a proper state and charge you for that work. The Council, or its agents may enter your garden, on giving 24 hours' notice, at any reasonable time for this purpose.	<i>No change</i>
5.14 You or anyone else living with you or visiting your home should not put up or take down any fence or wall without the written consent of the Council.	<i>No change</i>
5.15 You or anyone else living with you or visiting your home must not attach any barbed wire, broken glass or other material to your home which may cause personal injury.	<i>No change</i>
5.16 You or anyone else living with you or visiting your home must not put up structures such as sheds, garages or pigeon lofts anywhere on your property without the Council's agreement in writing. (You may also need planning and building regulation approval.)	<i>No change</i>
Care of the property	
5.17 You or anyone else living with you or visiting your home must not damage, deface or put graffiti on Council property or any property in the locality. You may be charged for the cost of removal of the graffiti, or for any repair or replacement necessary.	<i>No change</i>
5.18 You or anyone else living with you or visiting your home must not keep mopeds or motorbikes inside your home or in indoor communal areas (entrance halls, stairs, and landings).	<i>No change</i>
5.19 You or anyone else living with you or visiting your home must not keep or use bottled gas, paraffin, petrol or any other dangerous material in your home or in communal areas.	<i>No change</i>

5.20 You or anyone else living with you or visiting your home must not tamper with the supply of gas, electricity or water, any other services, meters, smoke detectors or any community alarm equipment that has been installed in your home or at the property.	<i>No change</i>
<i>Pets</i>	
5.21 You may keep domestic pets, such as one dog, one cat, caged birds, fish, or small mammals if they are well cared for and kept under proper control. You must obtain the permission of the Council before keeping any other animals.	<i>No change</i>
5.22 Your pet or pets must not annoy, cause nuisance or frighten other people.	<i>No change</i>
5.23 You must not breed animals or birds at the property without the Council's agreement in writing.	<i>No change</i>
5.24 You or anyone else living with you or visiting your home must not keep any animal that the Council decides is unsuitable for your home. If you are in any doubt at all ask the housing office.	<i>No change</i>
5.25 If you live in a flat, maisonette or bedsit where you share any entrance with another household you may not keep a pet without the Council's agreement in writing.	<i>No change</i>
<i>Vehicles</i>	
5.26 You or anyone else living with you or visiting your home must not park a vehicle anywhere on your property except on a driveway or paved area intended for parking. You must not park a commercial vehicle, caravan or motor home on the garden, driveway, paved area around your home or on any communal parking areas without the Council's agreement in writing. You and your visitors must not park anywhere that would obstruct emergency services.	<i>No change</i>
5.27 You or anyone else living with you or visiting your home must not carry out major vehicle repairs or park an unroadworthy vehicle on your property, on the land around your home, or on the road.	<i>No change</i>
5.28 You or anyone else living with you or visiting your home must not allow anyone to sleep in a caravan or other vehicle parked outside your home.	<i>No change</i>
<i>Communal areas</i>	
5.29 You or anyone else living with you or visiting your home must co-operate with the Council and your neighbours to keep any communal areas clean, tidy and clear of obstruction.	<i>No change</i>
5.30 You or anyone else living with you or visiting your home must not store or charge mobility scooters in any internal communal area.	<i>No change</i>
5.31 You or anyone else living with you or visiting your home must not interfere with security and safety equipment in communal blocks - doors should not be jammed open and strangers should not be let in without identification.	<i>No change</i>
5.32 You or anyone else living with you or visiting your home are prohibited from smoking in any internal communal area.	<i>No change</i>
<i>Flats, maisonettes, and bedsits</i>	

5.33 If you live in a flat, maisonette, or bedsit you must keep all your floors, including hallways and stairs, covered with carpet and a good quality underlay or with a suitable alternative floor covering that has similar noise reducing qualities. You must not use any hard surface flooring materials. Examples of hard surface flooring materials include laminate flooring, and ceramic tiles. This does not apply to kitchens and bathrooms where floor coverings have been supplied by the Council.	<i>No change</i>
6 TENANT INVOLVEMENT	
Council's Responsibilities	
<i>Right to be consulted</i>	
6.1 We must ask your views about any of the Council's housing plans if they substantially affect you - for example we will consult you about modernisation or improvement work that is planned for your home or your area. We will involve you or your tenants' group in local housing issues.	<i>No change</i>
6.2 We must ask your views about any planned changes to the tenancy agreement. You will be told in writing if these changes are to go ahead.	<i>No change</i>
6.3 We will send you a housing report every year that describes our work and performance. It will tell you how the service is paid for and how your money is spent.	<i>No change</i>
6.4 We must deal with your complaints efficiently and effectively. If you need to make a complaint the housing office will tell you what you have to do.	<i>No change</i>
Tenant's Rights	
<i>Right to information</i>	<i>Delete Section</i>
6.5 You have the right to see information we have about you, your partner or your family. (In certain circumstances you will not be able to see everything - for example details about other tenants.) You can get copies of the information but you may have to pay. Ask the housing office how to do this.	<i>Now covered by wider data protection and information/subject access law outside housing law (GDPR)</i>
<i>Tenants' Groups</i>	
6.6 You have the right to join a local tenants' group. Ask the housing office for information about groups in your area or about how to start one.	<i>No change</i>
<i>Right to Manage</i>	
6.7 The Housing (Right to Manage) Regulations 2012 allow tenants' or residents' organisations to set up Tenant Management Organisations (TMOs) and to take on the responsibility for the day-to-day management of their estates.	<i>No change</i>
6.8 To use the Right to Manage, tenants need to have a representative organisation for the estate or area. There are a number of phases to go through before management responsibilities can be transferred to a tenant management organisation. Before deciding to manage their estate, tenants will need to make sure it is the best option for them and their neighbours.	<i>No change</i>

Right to Transfer	<i>New clause</i>
6.9 A Tenant Group can serve notice under The Housing (Right to Transfer from a Local Authority Landlord) (England) Regulations 2013 proposing the transfer of their estates to a resident-controlled community landlord.	<i>New clause Reflects current legislation and legal right</i>
6.10 To use the Right to Transfer, tenants need to have a representative organisation for the estate or area. There are a number of phases to go through before management responsibilities can be transferred to a tenant management organisation. Before deciding to manage their estate, tenants will need to make sure it is the best option for them and their neighbours.	<i>New clause Reflects current legislation and legal right</i>
7 MOVING HOUSE	
Tenant's Rights	
7.1 You have the right to apply to move to another council home. You will have to go on the rehousing waiting list. An offer of a new home depends on the urgency of your housing need, how long you have been waiting and what accommodation is available. You may not be allowed to transfer to another council home if:	<i>Delete clause</i>
7.1 You have the right to apply to move to another council home. You will have to go on the rehousing waiting list. The right to apply for rehousing does not imply or guarantee that you will be rehoused. An offer of a new home depends on the urgency of your housing need, how long you have been waiting and what accommodation is available. You may not be allowed to transfer to another council home if:	<i>Amended clause Provides greater explanation</i>
· You owe any rent	<i>No change</i>
· Your property and garden are in poor condition	<i>No change</i>
· You have made improvements or alterations without our written agreement (we may tell you to return the home to how it was before)	<i>No change</i>
7.2 You have the right to see our rules for deciding who gets offered a council home. You also have the right to a free copy of a short summary of these rules. Ask at the housing office.	<i>No change</i>
Right to Exchange (Secure Tenants) 	
7.3 You have the right to swap your home (called a "mutual exchange") with another tenant of the Council, a housing association or another local council. You must get the Council's agreement in writing first. We cannot refuse permission unless:	<i>No change</i>
· One of the homes would be overcrowded - the housing office will tell you the maximum number of people allowed	<i>No change</i>
· The Council is taking legal action to get possession of the home of any of the tenants involved	<i>No change</i>
· The exchange would mean that a home designated for special needs, e.g. for elderly or disabled people would have no-one living there who had those special needs	<i>No change</i>
· The exchange would mean that a home with design features for the physically disabled would have non-one living there with physical disability	<i>No change</i>
· One of the homes would be obviously too large for the new tenants	<i>No change</i>

7.4 We also set certain conditions that you must meet before the exchange can go ahead:	<i>No change</i>
· You must not owe any rent	<i>No change</i>
· Your property and garden must be in good condition	<i>No change</i>
· If you have made improvements or alterations without our written agreement you must return the home to how it was before	<i>No change</i>
7.5 If you do exchange without our written agreement we will take legal action to evict you. You will not be able to return to your original home and may not be offered alternative housing.	<i>No change</i>
8 ENDING YOUR TENANCY	
Council's Responsibilities	
<i>Service of notice</i>	
8.1 Any notice that the Council may wish to serve on you shall be validly served if addressed and posted or delivered to you at the property.	<i>Deleted clause</i>
8.1 Any notice that the Council may wish to serve on you shall be validly served upon you if they are left at or sent by post to your usual or last known address.	<i>Amended clause Reflects current law</i>
Tenant's Responsibilities	
<i>Tenancy Termination</i>	
8.2 You must notify the housing office in writing at least four weeks before you want to leave your home. The notice must end on a Monday.	<i>No change</i>
8.3 You must pay rent until the tenancy is terminated.	<i>No change</i>
8.4 Upon receiving at least 24 hours' notice you must allow the Council accompanying a prospective tenant access to view the property during normal working hours.	<i>No change</i>
8.5 You must return all keys to the housing office by 12 noon on the day your notice expires to end the tenancy. The keys must be handed to a housing officer. If you hand the keys in after this time the Council reserves the right to charge for use and occupation of the property.	<i>No change</i>
8.6 If you do not hand all the keys in on termination of the tenancy the Council will recharge you with the cost of replacing the keys or, where necessary, the cost of changing the locks.	<i>No change</i>
8.7 You must leave the property, the fixtures and any furnishings we have provided in good condition when you go.	<i>No change</i>
8.8 You must not leave any of your own items in the property. If items are left in the property the Council will dispose of them and you will be responsible for all reasonable costs of disposal including removal and/or storage charges.	<i>No change</i>
8.9 You must pay for repair or replacement if damage has been caused deliberately or by your own neglect (including decoration). You will not have to pay for normal wear and tear.	<i>No change</i>
8.10 You must not leave anybody else living in your home when you move out.	<i>No change</i>
8.11 If you are joint tenants any one of you can end the tenancy by giving us four weeks' notice. The notice will end the whole tenancy.	<i>No change</i>
<i>Pass on (assign) the tenancy</i>	

8.12 You cannot pass on (assign) the tenancy to somebody else unless:	<i>No change</i>
· You are ordered to do so by a court in family law or civil partnership proceedings	<i>No change</i>
· Under the right to exchange, but only with the written agreement of the Council (Secure Tenants) 	<i>No change</i>
· It is to a person who would be legally entitled to succeed to the tenancy, but only with the written agreement of the Council. The Council will not agree to the passing on of the tenancy where your home would be under-occupied. (Introductory  and Secure Tenants) 	<i>No change</i>
Tenant's Rights	
<i>Right to compensation for improvements (Secure Tenants)</i> 	
8.13 You have the right to compensation for certain improvements you may have made to your home. The details of the Right to Compensation are available from the housing office. You should make a claim when you give the Council notice that you are leaving your home.	<i>No change</i>
<i>Rights to succession</i> 	
8.14 If you have a joint tenancy, the other joint tenant will automatically take over the tenancy when you die. But if you are the only tenant, there are rules about who the tenancy can be passed on to. The legal process is called succession.	<i>No change</i>
8.15 Your tenancy can be passed on to your spouse or civil partner, as long as s/he has been living in your home at the time of your death. If you are not married or registered as a civil partner, your partner or another member of your family may be able to take over the tenancy instead, providing s/he has been living with you for at least one year.	<i>Existing clause: Views are being sought on whether or not succession rights should be the minimum discretionary statutory succession rights From comments received the commendation is to retain this existing clause</i>
Option – Succession limited to the discretionary statutory right: 8.15 If you die, a secure tenancy can be passed to your husband, wife, partner or civil partner. This is called a statutory succession under the terms of the Housing Act 1985 as amended by the Localism Act 2011. A secure tenancy can only be passed on once to either your husband, wife, partner or civil partner. For the sake of clarity, this means that your secure tenancy cannot be passed on for a second time.	<i>Amended clause</i>
8.16 If you do not have a spouse, the tenancy may pass on to a close relative who must have been living with you for a period of twelve months before your death, and who occupied the house as his/her only or main home at the time of your death. A close relative is defined as parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew, niece. (It also includes common law husband/wife and step relative.)	<i>Dependent on 8.15</i>

8.17 If more than one person qualifies equally and they cannot agree between themselves, then the Council will decide who should take over the tenancy. The tenancy can only be legally transferred once, so when a member of your family has taken over the tenancy, there is no further right. However, the Council will consider further applications sympathetically.	<i>Clause dependent on 8.15</i>
8.18 If the tenancy passes to a close relative, and the property is bigger than they need, then the Council may offer them alternative property. Where a partner has succeeded to the tenancy they will be able to stay in the property.	<i>Clause dependent on 8.15</i>
<i>Other successions</i>	
8.19 If you die and no one in your household has the legal right to succeed to the tenancy, the Council will consider sympathetically an application for the tenancy from a member of the household who had a long term commitment to the home prior to your death. The Council may offer them alternative accommodation where the property is bigger than they need.	<i>Clause dependent on 8.15</i>
DO NOT DESTROY THIS DOCUMENT	
This document is important. It sets out your rights and responsibilities. You are advised to read it before agreeing to it. It should be kept for the lifetime of your tenancy. You may need to refer to it in the future.	<i>No change</i>
Further information and advice is available from your Housing Office, local Citizens Advice Bureau, your local housing advice centre, a law centre, or the Council's website (www.lancaster.gov.uk).	<i>No change</i>
Further information and advice is available from your Housing Office, local Citizens Advice Bureau, your local housing advice centre, a law centre, or the Council's website (www.lancaster.gov.uk).	<i>No change</i>

Equality Impact Assessment

This **online** equality impact assessment should:

An equality impact assessment should take place when considering doing something in a new way. Please submit your completed EIA as an appendix to your committee report. Please remember that this will be a public document – do not use jargon or abbreviations.

Service

Title of policy, service, function, project or strategy

Type of policy, service, function, project or strategy: Existing New/Proposed

Lead Officer

People involved with completing the EIA

Step 1.1: Make sure you have clear aims and objectives

Q1. What is the aim of your policy, service, function, project or strategy?

Q2.

Who is intended to benefit? Who will it have a detrimental effect on and how?

Step 1.2: Collecting your information

Q3. Using existing data (if available) and thinking about each group below, does, or could, the policy, service, function, project or strategy have a negative impact on the groups below?

Group	Negative	Positive/No Impact	Unclear
Age	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Disability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Faith, religion or belief	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gender including marriage, pregnancy and maternity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gender reassignment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Race	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sexual orientation including civic partnerships	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other socially excluded groups such as carers, areas of deprivation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Rural communities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Step 1.3 – Is there a need to consult!

Q4. Who have you consulted with? If you haven't consulted yet please list who you are going to consult with? Please give examples of how you have or are going to consult with specific groups of communities

Equality Impact Assessment

Preliminary consultation with District-wide Tenants' Forum. All tenants will be consulted. Sections 102 and 103 of the Housing Act 1985 give the Council the power to vary the terms of the tenancy agreement by serving a notice of variation on the tenant. A Preliminary Notice of Variation has to be served and tenants should be given a minimum of 28 days in which to make any written representations.

Step 1.4 – Assessing the impact

Q5. Using the existing data and the assessment in questions 3 what does it tell you, is there an impact on some groups in the community?

Age: There is no evidence that this will impact on any specific person based on their age.
Disability: There is no evidence that this will impact on any specific person based on their disability.
Faith, Religion or Belief: There is no evidence that this will impact on any specific person based on their beliefs or religion.
Gender including Marriage, Pregnancy and Maternity: There is no evidence that this will impact on any specific person based on gender
Gender Reassignment: There is no evidence that this will impact on any specific person based on gender reassignment
Race: There is no evidence that this will impact on any specific person based on race.
Sexual Orientation including Civic Partnership: There is no evidence that this will impact on any specific person based on sexual orientation
Rural Communities: There is no evidence that this will impact on rural communities

Step 1.5 – What are the differences?

Q6. If you are either directly or indirectly discriminating, how are you going to change this or mitigate the negative impact?

No perceived direct or indirect discrimination arising.

Q7. Do you need any more information/evidence eg statistic, consultation. If so how do you plan to address this?

None required.

Step 1.6 – Make a recommendation based on steps 1.1 to 1.5

Q8. If you are in a position to make a recommendation to change or introduce the policy, service, function, project or strategy, clearly show how it was decided on.

Not applicable. Final decision will be based on a review of comments received during the statutory consultation.

Q9. If you are not in a position to go ahead, what actions are you going to take?

Not applicable. Final decision will be based on a review of comments received during the statutory consultation by Cabinet

Q10. How do you plan to monitor the impact and effectiveness of this change or decision?

Equality Impact Assessment

Ongoing feedback on service satisfaction levels from customers regarding service delivery including Biannual Tenant Satisfaction Survey.

CABINET

Review of 2017-18
4 September 2018
Report of Chief Executive

PURPOSE OF REPORT				
To present the draft Review of 2017-18 and gain Cabinet approval to finalise and publish the document.				
Key Decision	<input type="checkbox"/>	Non-Key Decision	<input checked="" type="checkbox"/>	Referral from Cabinet Member
This report is public				

RECOMMENDATIONS OF COUNCILLOR EILEEN BLAMIRE

- (1) That Cabinet approve the content of the draft Review of 2017-18 for publishing.**

1.0 Report

- 1.1** The year from April 2017 to March 2018 saw the Council achieve significant success, including a wide variety of new initiatives, such as:
- Completing the first and second phases of the iconic £10m Morecambe Wave Reflection Wall
 - Taking a new, firm approach to tackling deliberate littering and fly-tipping
 - Launching a new Anti-Social Behaviour team to deal with anti-social issues early
 - Establishing an Integrated Early Action team across a range of agencies to tackle issues before they become acute
 - Introducing a new CCTV system, in partnership with others, to protect the public and reduce litter and vandalism
 - Providing opportunities for 6 new and 8 existing staff to gain qualifications through the Apprenticeship Levy scheme
 - Introducing new graffiti and gum cleaning equipment to ensure our public spaces are even cleaner
 - Focusing on social media and our website as a communication channel, with over half a million web visitors and 3.05m views; an increase of 15% and 11% respectively
 - Investing in business growth and support
- 1.2** Many of our teams and services also received awards and recognition during the year, including:
- Achieving a North West in Bloom Gold award for Morecambe, in partnership with Morecambe Town Council
 - Achieving Seaside Awards for Morecambe's North and South beaches
 - Winning the Home Adaptations Service of the Year award

- Winning the iNetwork Innovation award for Connected Procurement and Commissioning for our transformational Salt Ayre redevelopment project
 - Achieving Investors in People re-accreditation for our people management
 - Achieving Green Flag awards for Williamson Park and Happy Mount Park, as well as Green Heritage status for Williamson Park
- 1.3 The Review of 2017-18 summarises the Council’s performance against its strategic objectives. These are categorised according to the priorities stated in the Corporate Plan 2016-20:
- Community Leadership
 - Health and Wellbeing
 - Clean and Green Places
 - Sustainable Economic Growth
- 1.4 The performance information contained in the Review of 2017-18 was previously reported to Cabinet and Budget & Performance Panel in the End of Year Performance Scorecard (item 13, 26 June 2018). The Review adds further detail on the Council’s key achievements during the year under each priority.
- 1.5 These priorities have now been superseded by the adoption of Ambitions: Our Council Plan 2018-22, with future performance reporting focused around the Ambitions contained in that document.
- 1.6 If Cabinet approves the draft Review, a final version of the document will be published and promoted via the Council’s usual communication channels.

RELATIONSHIP TO POLICY FRAMEWORK

Publishing details of the Council’s performance against its strategic objectives supports the Council Plan 2018-22 commitment as a Smart and Forward-Thinking Council to “Be open, transparent and accountable about how we are performing.”

CONCLUSION OF IMPACT ASSESSMENT

(including Health & Safety, Equality & Diversity, Human Rights, Community Safety, HR, Sustainability and Rural Proofing):

No impact directly arising from publishing the Review of 2017-18.

LEGAL IMPLICATIONS

No implications directly arising from publishing the Review of 2017-18.

FINANCIAL IMPLICATIONS

No implications directly arising from publishing the Review of 2017-18.

OTHER RESOURCE IMPLICATIONS, such as Human Resources, Information Services, Property, Open Spaces:

No implications directly arising from publishing the Review of 2017-18.

SECTION 151 OFFICER’S COMMENTS

The Section 151 Officer has been consulted and has no further comments.

MONITORING OFFICER’S COMMENTS

The Monitoring Officer has been consulted and has no further comments.

BACKGROUND PAPERS none	Contact Officer: Jez Bebbington Executive Support Manager Telephone: 01524 582011 E-mail: jbebbington@lancaster.gov.uk
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Appendix: End of Year Review 2017/18

Sustainable Economic Growth

Key Performance Indicator	High/Low/Neutral	End of Year	End of Year
Number of empty properties brought back into use	High is Good	60	76
Percentage of minor planning applications determined within 8 weeks or agreed time	High is Good	70%	99.1%
Percentage of other planning applications determined within 8 weeks or agreed time	High is Good	70%	98.82%
Percentage of major planning applications determined within 8 weeks or agreed time	High is Good	60%	100%

Snapshot of our Services

- Attracted total audiences of over 80,000 to Light Up Lancaster and the Vintage by the Sea
- Encouraged economic growth by investing in business support services such as Boost Business Lancashire
- Secured over £200,000 external funding for the arts and events, working with our partners to enhance quality of life and attract visitors to the district
- Encouraged growth of our visitor economy by managing over 110,000 enquiries at our Visitor Information Centres
- Attracted audiences of over 29,000 to live performances and events at the Platform
- Encouraged economic growth by investing in business support services such as Boost Business Lancashire
- Administered over 1400 planning applications, performing best in Lancashire and within the top 25 in England for speed of determination

Our Achievements in 2017/18

- Worked with partners to deliver award winning festivals such as Vintage by the Sea, Light Up Lancaster and Catch the Wind
- Developed the Light Up the North family of light festivals, working as a key partner to raise the profile of the North of England to national and international visitors
- Completed the first and second phases of the iconic £10m Morecambe Wave Reflection Wall
- Revised our approach to developing the Canal Corridor site, now known as the Canal Quarter
- Progressed our plans for the Bailrigg Garden Village
- Submitted our Local Development Plan for inspection, following extensive public consultation
- Published the district's new Property Guide for businesses
- Made the significant decision to bring our museums back in house so that they can play a major part in the cultural offer of the district
- Developed well-received destination websites for Lancaster and for Morecambe Bay
- Supported and participated in the North Lancashire Expo, to promote the area for investment

Clean and Green Places

Key Performance Indicator	High/Low/Neutral	End of Year	End of Year
Number of fly tipping reports actioned within 5 days	High is Good	500	1,220
Number of fly tipping enforcement notices issued	High is Good	778	782
Percentage of household waste recycled	High is Good	45%	35.6%
Kilogrammes of residual waste per household	Low is Good	348.68	334.58
Total number of subscriptions to the Garden Waste Scheme	High is Good	30000	23,967
Total Diesel Consumption of Council Vehicle Fleet (Litres)	Low is Good	486,912	484,805.50
Cost/M2 spent on energy across corporate buildings	Low is Good		£16.31
Amount of energy usage in council buildings (Gas/KWH)	Low is Good		5,591,719
Amount of energy usage in council buildings (Electricity/KWH)	Low is Good		2,754,790
Public exposure to air pollution at roadside ($\mu\text{g}/\text{m}^3$ - microgrammes of pollutant per metre cubed)	Low is Good	37.20	34.20
Public exposure to air pollution away from roads ($\mu\text{g}/\text{m}^3$ - microgrammes of pollutant per metre cubed)	Low is Good	16.5	15.10
Number of parks achieving the 'Green Flag' award	High is Good	4	2
Number of volunteer groups supporting parks and open spaces	High is Good		41

Snapshot of our Services

- Worked with over 30 voluntary organisations to support 663 areas of public open space
- Over 3,800,000 bins and boxes of household waste collected in a year
- Recycled 19,387 tons of household waste: 39% of all waste collected
- Delivered a waste and recycling service to 64,000 properties

Our Achievements in 2017-18

- To ensure our public spaces are even cleaner, we introduced new graffiti and gum cleaning equipment alongside a new working pattern so our operatives are cleaning seven days a week
- Invested our resources in tackling environmental crime, taking firm action against proven acts of deliberate littering and fly-tipping
- Begun exploring ways to reduce plastic and increase recycling through an informal task group
- Agreed to purchase electric vehicles and install charging points across the district
- Continued our programme of energy efficiency across our buildings and operations

- Agreed funding to explore feasibility of two solar farms
- Worked with Morecambe Town Council to achieve a North West in Bloom Gold award
- Won Green Flag awards for Williamson Park and Happy Mount Park, with improved satisfaction rates at each, and retained Green Heritage status for Williamson Park
- Achieved Seaside Awards for Morecambe's North and South Beaches
- Agreed to work in partnership with Lancaster University on research into tackling street weeds and developing Community Gardens

Health and Wellbeing

Key Performance Indicator	High/Low/Neutral	Target	End of Year
Number of people statutorily homeless	Low is Good	100	75
Number of Disabled Facilities Grants completed	High is Good	200	232
Number of properties where 'category 1' hazards have been eliminated	High is Good	100	112
Percentage of premises scoring 4 or higher on the food hygiene rating scheme	High is Good	90%	88.52%
Percentage of high-risk food hygiene inspections completed	High is Good	100%	100%
Total number of admissions to Salt Ayre Leisure Centre	High is Good	737,740	747,301
Time taken (days) to re-let Council houses	Low is Good	38	63.13

Snapshot of our Services

- Provided £269,800 funding to support vital voluntary and community services for our residents
- Improved 2143 homes, including 207 private tenant and 1936 owner-occupied properties
- 192 homes benefitted from our warm homes initiative
- Rehoused 442 applicants into our council houses
- Prevented 662 households becoming homeless
- Rehoused 622 people into permanent accommodation from the housing register
- 100% of high risk food inspections completed
- 751 food inspections and visits completed
- 112 high risk health and safety inspections completed (100%)
- Enabled the delivery of 134 new affordable homes in the district
- Undertook 2030 pest treatment and pest-proofing service requests
- Welcomed 747,301 visitors to Salt Ayre Leisure Centre

Our Achievements in 2017-18

- Completed the first phase of the transformation of Salt Ayre Leisure Centre to provide high-quality sports and leisure facilities for our residents, attracting nearly twice the number of visits from 382,220 admissions in 2016/17 to 747,301 admissions this year
- Won the Home Adaptations Service of the Year award for our work in helping vulnerable people remain in their homes

- Launched an Anti-Social Behaviour team to work together with our partners in tackling anti-social behaviour across the district
- Successfully handed three Community Pools over to community groups and schools to retain swimming facilities across the district
- Supported the resettlement of 10 refugee families in the district
- Implemented a root and branch review of our process for re-letting Council houses due to poor performance, halving the time taken to re-let Council houses from 63 days to 31 days
- Introduced extra support for our tenants, particularly those affected by the ongoing rollout of Universal Credit, through our Household Intervention officers
- Launched our commercial Pest Control service, Unbugged, carrying out thousands of interventions in households and businesses
- As a result of a detailed public consultation on Landlord Licensing to protect tenants, agreed to take a 'targeted enforcement' approach to landlords who fail to meet and maintain standards
- Established in partnership a Lancaster district Integrated Early Action team across a range of agencies and with community involvement to tackle issues at an early stage

Community Leadership

Key Performance Indicator	High/Low/Neutral	Target	End of Year
Percentage of gas safety checks completed in council houses	High is Good	100%	99.97%
Average number of days of sickness absence per full time employee	High is Good	7	6.05
Occupancy rates for all commercial properties (including estate shops)	High is Good	100%	96.50%
Average time taken to process new Housing Benefit and Tax claims (Days)	Low is Good	23	26.2
Percentage satisfaction with the repairs and maintenance service	High is Good	60%	76%
Percentage of council tax collected	High is Good	96.4%	96.10%
Number of followers on Lancaster City Council's Twitter Page	High is Good	9000	10250
Net Revenue from the council's commercial properties excluding council housing shops and Premises	High is Good		£632,700

Snapshot of our Services

- Answered over 1900 phone calls per week from our customers
- Administered almost 17,000 claims for Housing Benefit and Council Tax Support
- Named and numbered 541 properties

Our Achievements in 2017-18

- Generated total savings of £104,000 and income of £10.3m through focusing on efficiency and commercialisation to protect our neighbourhood services
- Set a balanced budget for 2018-19, with funding for short-term projects to save money or generate income, and longer-term capacity-building to deliver transformation and innovation in the coming years

- Developed Ambitions: Our Council Plan 2018-22, including drop-in consultation sessions for residents, businesses and our partners, with a vision for the Lancaster district to thrive as a vibrant regional centre in the north-west of England
- Won the iNetwork Innovation award for Connected Procurement and Commissioning for our transformational Salt Ayre Leisure Centre redevelopment project
- Appointed 6 new apprentices and enabled 8 existing staff to gain new qualifications via the Apprenticeship Levy
- Achieved Investors in People re-accreditation for our approach to people management
- Significantly increased our focus on using social media e.g. Facebook and Twitter to engage with our residents and visitors: promoting events and services in the district and raising awareness on local issues
- Attracted 500995 visitors to our website with a total of 3.05m views, representing an increase of 15% and 11% respectively
- Introduced a new CCTV system to protect the public and reduce litter and vandalism, working in partnership Lancaster and Morecambe Business Improvement Districts (BID), the Chamber of Commerce and the police
- Begun working with local partners on a bid for a Local Full Fibre Network to deliver fast broadband for the district
- Started development of a new Customer Experience Platform to improve our communication and interactions with all our customers
- Continued to develop online self-service solutions for residents to access services directly in a flexible way
- Continued reviewing our procedure for dealing with complaints through a task group
- Launched the Community Governance Review in November 2017 to establish whether current arrangements for local democracy are still adequate or could be improved
- Reduced our staff sickness absence levels for the eighth year in a row to ensure our people are available to deliver our services; the third lowest absence level out of 38 councils in the North West

CABINET

**Performance Monitoring: Quarter 1 2018-19
4 September 2018**

Report of Chief Executive

PURPOSE OF REPORT				
To report on the performance of key indicators for April-June 2018 (Quarter 1).				
Key Decision	<input type="checkbox"/>	Non-Key Decision	<input checked="" type="checkbox"/>	Referral from Cabinet Member
This report is public				

RECOMMENDATIONS OF COUNCILLOR ANNE WHITEHEAD

(1) That Cabinet note the performance of key indicators during Quarter 1.

1.0 Performance Monitoring Quarter 1 2018-19

1.1 A breakdown of performance against key corporate indicators for the period April-June 2018 is contained in the appendix to this report.

2.0 Changes to Corporate Indicators

2.1 Four indicators have been removed from the scorecard:

- CP1.1 and CP1.2, regarding online self-service capability, as these figures relate to an ongoing project
- CP9.1 and CP9.2, regarding page visits to 'Welcome Lancaster' and 'Welcome Morecambe' web pages, as performance against these indicators is not within the Council's control.

2.2 Following adoption of Ambitions: Our Council Plan for 2018-22, performance indicators will be further reviewed to align with the new Ambitions. Future performance monitoring reports will gradually introduce new indicators as these are developed.

3.0 Significant Achievements

- Time taken to re-let Council houses (CP4.8) has dramatically improved during Q1, following a review of the process for restoring and re-letting properties
- Salt Ayre Leisure Centre has seen a significant increase in the number of admissions (CP4.7) compared to Q1 2017-18, due to continued promotion of the redeveloped facilities
- The number of fly-tipping enforcement notices (CP5.2) has continued to increase, as a result of a range of new intervention actions
- The amount of residual waste collected per household (CP5.4) has decreased further, in line with the Council's focus on reducing waste under the 'reduce, reuse, recycle' waste hierarchy

4.0 Areas for Improvement

- Average time taken to process new Housing Benefit and Council Tax Support claims (CP2.4) remains outside the target, however investing additional resource to liaise with the Department for Work and Pensions (DWP) is expected to drive improvement

<p>RELATIONSHIP TO POLICY FRAMEWORK</p> <p>Performance monitoring provides a link between the Corporate / Council Plan and operational achievement, by providing regular updates on the impact of operational initiatives against strategic aims.</p>	
<p>CONCLUSION OF IMPACT ASSESSMENT (including Health & Safety, Equality & Diversity, Human Rights, Community Safety, HR, Sustainability and Rural Proofing):</p> <p>The content of this report has no impact in itself.</p>	
<p>LEGAL IMPLICATIONS</p> <p>No legal implications directly arising from this report.</p>	
<p>FINANCIAL IMPLICATIONS</p> <p>No financial implications directly arising from this report.</p>	
<p>OTHER RESOURCE IMPLICATIONS, such as Human Resources, Information Services, Property, Open Spaces:</p> <p>No other implications directly arising from this report.</p>	
<p>SECTION 151 OFFICER'S COMMENTS</p> <p>The Section 151 Officer has been consulted and has no further comments.</p>	
<p>MONITORING OFFICER'S COMMENTS</p> <p>The Monitoring Officer has been consulted and has no further comments.</p>	
<p>BACKGROUND PAPERS</p> <p>N/A</p>	<p>Contact Officer: Jez Bebbington Executive Support Manager Telephone: 01524 582011 E-mail: jbebbington@lancaster.gov.uk Ref: N/A</p>

Performance Information		Year 2017/18										Year 2018/19		High Low Neutral	Trend
		Quarter 1		Quarter 2		Quarter 3		Quarter 4		End of Year 2017/18		Quarter 1			
Reference Code	Indicator	Target	Actual	Target	Actual	Target	Actual	Target	Actual	Target	Actual	Target	Actual		
A Thriving and Prosperous Economy															
A1.1	Percentage of minor planning applications determined within 8 weeks or agreed time (Speed of Decision)	70%	100%	70%	98%	70%	98.41%	70%	100%	70%	99.1%	70%	98.61%	High is Good	
Green: 98.61% of the 72 Minor applications that were determined in the Quarter were determined within either the statutory timescale or a mutually-agreed timescale with the applicant.															
A1.2	Percentage of other planning applications determined within 8 weeks or agreed time (Speed of Decision)	70%	98.67%	70%	100%	70%	99.32%	70%	97.30%	70%	98.82%	70%	97.52%	High is Good	
Green: 97.52% of the 181 Other applications that were determined in the Quarter were determined within either the statutory timescale or a mutually-agreed timescale with the applicant.															
A1.3	Percentage of major planning applications determined within 13 weeks or agreed time (Speed of Decision)	60%	100%	60%	100%	60%	100%	60%	100%	60%	100%	60%	100%	High is Good	
Green: All 10 major applications received during the Quarter were determined within either the statutory time period or within a mutually-agreed time period with the applicant.															
A1.4	Number of empty properties brought back into use	15	17	15	19	15	14	15	26	60	76	15	12	High is Good	
Red: 12 empty homes were brought back into use with Council involvement in the first quarter. So of the 239 properties being monitored this quarter 5% were brought back into use with Council involvement. The number of empty homes brought back into use each quarter is likely to fluctuate given the nature of the work, as it will depend on home owners willingness to works with the Council and the amount of work required to bring a home back into use. It is expected that the target of 15 properties will be met again in Q2.															
Clean, Green and Safe Neighbourhoods															
A2.1	Number of fly tipping reports actioned within 5 days	125	162	125	394	125	313	125	351	500	1,220	125	389	High is Good	
Green: Between 1st April and 30th June 2018 Public Realm received 578 service requests in relation to Fly Tipping. This is 230 cases more than the QTR 1 in 2017/18. 389 of the service requests received were closed on the system within 5 working days which equates to 67.30%.															
A2.2	Number of fly tipping enforcement notices issued	164	202	199	190	233	162	182	228	778	782	164	263	High is Good	
Green: The reported figure for this quarter is drawn from FlyCapture data to provide continuity with the pre-existing way of measuring. It comprises 174 warning letters, 88 statutory notices and 1 vehicle seizure. This was our first vehicle seizure in a new tactic targeting organised criminals. However this is not the full picture. The Environmental Enforcement team is testing a range of new intervention actions including relevant Anti-Social Behaviour powers. 218 Community Protection Warnings (CPWs) and 6 Community Protection Notices (CPNs) were issued in this period. The team is also trying a new tactic of writing to blocks of residents whose areas such as back alleys are affected by waste dumping, recognising that some people are offenders but many more are victims. New tactics seem to be working and getting public support. They will be refined in the coming months.															
A2.3	Percentage of household waste recycled (Lagging - Quarter Behind)	45%	26.87%	45%	36.50%	45%	41.40%	45%	33.5%	45%	35.6%	45%	30.07%	High is Good	
Red: This is a lagging measure and the final quarter for the year 2017/18. The data for Q4 shows: 30.07% which consists of 22.46% dry materials and 7.61% garden waste. Q4 has seen an increase compared to the same quarter the previous year at 26.87%, dry materials for the same period last year (19.63%) with a marginal increase on garden waste (7.24%). The aggregated tonnage for 2017/18 is 35.6% an overall reduction of -3.3% resulting from less garden waste over the year. What is highlighted is that the decrease in overall recycling is mainly attributable to reduced garden waste being collected for composting as opposed to significant reduction in dry recyclables. This same trend is being experienced by other Councils that have introduced charges for garden waste. The Government's waste strategy is expected to be published in the autumn. Following this we would expect to see a different strategy for waste disposal / collection arrangements in Lancashire. In terms of context this indicator needs to be considered alongside CP5.4.															
A2.4	Kilogrammes of residual waste per household (Lagging - Quarter Behind)	Not Reported	87.17	89.20	87.17	88.4	87.17	82.2	348.68	334.58	87.17	75.9	Low is Good		
Green: This is a lagging measure Q4 2017/18. The combined kg per head for the year was 334.58kg, we have seen a consistent reduction over the past few years in this measure. At an average of 337kg per head, in terms of the waste hierarchy for reduce, reuse, recycle Lancaster performance is the 3rd best in Lancashire. Economically and environmentally reducing waste is far better than recycling or composting. Much work is taking place with partners (County, Lancaster University, local businesses) to look at innovative ways of reducing waste in the first place, with a particular focus on single use plastics															

Performance Information		Quarter 1		Quarter 2		Quarter 3		Quarter 4		End of Year 2017/18		Quarter 1		High Low Neutral	Trend
Reference Code	Indicator	Target	Actual	Target	Actual	Target	Actual	Target	Actual	Target	Actual	Target	Actual		
A2.5	Total number of subscriptions to the Garden Waste Scheme	30,000	21,805	30,000	23,888	30,000	23,971	30,000	23,967	30,000	23,967	24,000	22,042	High is Good	
<p>Red: Based on actual performance in the first round of the subscription during 2017-18, garden waste service budget estimates were made on 24,000 subscriptions. Q1 saw 22,042 subscriptions, which means the target was 92% achieved. Based on the evidence from the initial round of subscriptions in 2017-18, further subscriptions are expected in Q2 and Q3.</p>															

A2.6	Diesel Consumption - Council Vehicle Fleet (Litres)	121,728	125,532	121,728	123,610	121,728	120,321.5	121,728	115,342	486,912	484,805.5	121,728	119,639.5	Low is Good	
<p>Green: This is mainly attributable to better management of the fleet through use of the tracking technology.</p>															

A2.7	Cost/M2 spent on energy across corporate buildings (Lagging)	Not Reported	Baseline	£3.27	Baseline	£3.31	Baseline	£5.02	Baseline	£16.31	Baseline	£4.71	Low is Good	
<p>Baseline: This figure reflects the cost per square metre for gas and electricity from January to March 2018. It is a slight decrease from the previous quarter which we would expect as the lighter mornings and nights start to take effect. This is the final quarter to complete a full year of reporting. Subsequent quarters will allow us to compare year on year. We will need to make some allowances for changing gas and electricity prices going forward with this measure; however, this won't affect the other two measures around consumption.</p>														

A2.8	Amount of energy usage in council buildings (Gas/KWH) (Lagging)	Not Reported	Baseline	738,881	Baseline	809,376	Baseline	1,838,504	Baseline	5,591,719	Baseline	2,204,958	Low is Good	
<p>Baseline: This figure relates to October to December 2017. As mentioned in previous comments, we can only accurately look at data a quarter behind due to a lag in billing. This is a significant increase on the previous quarter but given some of the extremely cold temperatures experienced between October and December we would expect this. We would only predict that the following quarter (January to March 2018) will show a similar figure.</p>														

A2.9	Amount of energy usage in council buildings (Electricity/KWH) (Lagging)	Not Reported	Baseline	595,395	Baseline	656,213	Baseline	807,951	Baseline	2,754,790	Baseline	695,231	Low is Good	
<p>Baseline: This figure relates to October to December 2017. As mentioned in previous comments, we can only accurately look at data a quarter behind due to a lag in billing. There has been an expected increase this quarter compared to last due to the winter season where we experience darker mornings and nights, and lighting is required for longer periods.</p>														

Healthy and Happy Communities															
A3.1	Number of people statutorily homeless	25	10	25	20	25	24	25	21	100	75	Not Available	Low is Good		
<p>Not Available: With the introduction of the new homeless reduction Act in April this year, central government have changed the way they require the statutory homelessness figures reporting to them. This has necessitated a major change to the software system that records and collates this data. Our software provider is still working on amending the system to meet the new data requirements and as a result, the information cannot be retrieved from the system for this quarter. Many other local authorities are in exactly the same position but it is hoped that the fix will be completed for quarter 2. Anecdotally, we can say that we haven't seen a huge increase in homelessness cases this quarter.</p>															

A3.2	Number of Disabled Facilities Grants completed	50	58	50	46	50	50	50	78	200	232	50	122	High is Good	
<p>Green: The average number of DFG completions per month in 2017/18 was 19. The average number of grants completed per month over Q1 of 2018/19 is 41. This is due to an administrative issue from beyond the Council. Technically, the grant can't be closed until the invoices are received and paid. This didn't have any impact on the service provided to our residents</p>															

A3.3	Number of properties where 'category 1 hazards' have been eliminated	25	27	25	16	25	42	25	27	100	112	25	18	High is Good	
<p>Red: The number of category 1 hazards resolved fluctuates according to the type of complaints that come in. This quarter, officers have been concentrating on HMO licensing, including promoting the new licensing requirements coming into force from October 2018. The success of work in the HMO sector means category 1 hazards are not being found in previously licensed HMOs. The team also has a number of complicated cases ongoing which are resource intensive, for example replacing a new roof in default of the owner, and 3 rural farm properties found to be in very poor condition. Preparation work currently being done in the West End of Morecambe will bring forward improvements in the next quarter.</p>															

A3.4	Percentage of premises scoring 4 or higher on the food hygiene rating scheme	90%	88.15%	90%	88.35%	90%	88.49%	90%	88.52%	90%	88.52%	90%	88.36%	High is Good	
<p>Green: Performance is good at 88.52% which corresponds to 1054 out of a total of 1191 food businesses. Food safety service remodelling is underway to bring about further compliance improvements at these higher food hygiene rating levels which are good for both consumers and businesses.</p>															

A3.5	Percentage of high risk food hygiene inspections completed	100%	100%	100%	85%	100%	93%	100%	100%	100%	100%	100%	85%	High is Good	
<p>Amber: This figure represents a shortfall of two premises, which will be addressed in Q2</p>															

Performance Information		Quarter 1		Quarter 2		Quarter 3		Quarter 4		End of Year 2017/18		Quarter 1		High Low Neutral	Trend
Reference Code	Indicator	Target	Actual	Target	Actual	Target	Actual	Target	Actual	Target	Actual	Target	Actual		
A3.6	Total number of admissions to Salt Ayre Leisure Centre	130,000	131,856	180,000	145,669	230,000	237,222	197,740	232,554	737,740	747,301	130,000	210,621	High is Good	
Green: Whilst the recent warm weather has resulted in a number of people preferring to undertake outdoor leisure activities the Leisure Centre has adopted an agile marketing/promotional approach and retained a good level of throughput. Swimming has proved popular and continues to increase, partly due to warm climate and improvement of supporting facilities which are more in demand than those of a traditional leisure centre.															

A3.7	Time taken to re-let council houses (Days)	38	66.99	38	71.67	38	66.31	38	63.13	38	63.13	38	30.80	Low is Good	
Green: Significant progress has been made. In brief: We have re-let a total of 60 properties in Q1. The current average time taken to re-let council houses when compared to the end of Q1 in 2017/18 figure of 66.99 days represents a 54% improvement in performance. Finally, June was an excellent month in terms of standard re-let times, where we achieved an average time taken to re-let council houses of 23.00 days. We are still confident that the continuing implementation of review action plan should bring further improvements to the re-letting of council housing over the coming year.															

A Smart and Forward - Thinking Council															
A4.1	Number of followers on Lancaster City Council's Twitter Page (Cumulative Indicator)	9000	8,668	9000	8,835	9000	9,295	9000	10,250	9000	10,250	9000	10,923	High is Good	
Green: Number of followers on Twitter has increased due to additional focus on this channel.															

A4.2	Average number of days of sickness absence per full time employee	1.75	1.25	1.75	1.37	1.75	1.79	1.75	1.64	7	6.05	1.75	1.73	Low is Good	
Green															

A4.3	Occupancy rates for all commercial properties (including estate shops)	Not Reported		100%	96%	100%	97%	100%	96.5%	100%	96.50%	100%	95.60%	High is Good	
Amber: The total level of occupancy has fallen by 0.9% following the vacation of one tenant during this quarter. We are currently dealing with new expressions of interest in this vacant unit. In general terms 95.6% still represents a good level of occupancy in the current climate.															

A4.4	Average time taken to process new Housing Benefit and Council Tax claims (Days)	23	28	23	26.9	23	26	23	26.2	23	26.2	23	28.3	Low is Good	
Amber: Whilst the average time to process change in circumstances is similar to the same period last year, the time taken to process change events is gradually increasing. The processing of changes in circumstances is affected by the delays in obtaining Universal Credit information, required to accurately calculate the claim. Notification of Universal Credit changes creates a large volume of change events to be actioned for Council Tax Support, many of which can be time consuming and complicated. Liaison with DWP is ongoing to try and address outstanding issues, and procedures are continually reviewed to work more efficiently. We are currently recruiting additional resources (2 posts) to assist with this work, funded from DWP grant.															