

Our Ref: hnl/agenda
Your Ref:

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To: Councillor Hacker (Chair);
Councillors D Absolom, Anderson, Davies,
Dennis, K Edwards, Gittings, Hopper,
James, Livingston, O'Connell, Stanway,
Terry, J Williams and R Williams.

10 March 2015

Your contact is: Amy Bryan - Committee Services

NOTICE OF MEETING - HOUSING, NEIGHBOURHOODS AND LEISURE COMMITTEE - 18 MARCH 2015

A meeting of the Housing, Neighbourhoods and Leisure Committee will be held on **Wednesday 18 March 2015 at 6.30pm** in the Council Chamber, Civic Offices, Bridge Street, Reading.

AGENDA

| | WARDS AFFECTED | PAGE NO |
|---|-------------------|---------|
| 1. DECLARATIONS OF INTEREST Councillors to declare any disclosable pecuniary interests they may have in relation to the items for consideration. | | - |
| 2. MINUTES OF THE MEETING OF THE HOUSING, NEIGHBOURHOODS AND LEISURE COMMITTEE HELD ON 19 NOVEMBER 2014 | | 1 |
| 3. MINUTES OF OTHER BODIES Community Safety Partnership - 3 December 2014 | | 8 |
| 4. PETITIONS Petitions submitted pursuant to Standing Order 36 in relation to matters falling within the Committee's Powers & Duties which have been received by Head of Legal & Democratic Services no later than four clear working days before the meeting. | | - |

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| | WARDS AFFECTED | PAGE NO |
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| 5. QUESTIONS FROM MEMBERS OF THE PUBLIC AND COUNCILLORS Questions submitted pursuant to Standing Order 36 in relation to matters falling within the Committee's Powers & Duties which have been submitted in writing and received by the Head of Legal & Democratic Services no later than four clear working days before the meeting. | | - |
| 6. DECISION BOOK REFERENCES To consider any requests received by the Monitoring Officer pursuant to Standing Order 42, for consideration of matters falling within the Committee's Powers & Duties which have been the subject of Decision Book reports. | | - |
| 7. THE FIRST STOP BUS To receive a presentation on the First Stop Bus, including a review of the partnership approach, how the operation works, the outcomes so far and future plans. | BOROUGHWIDE | - |
| 8. PRIVATE RENTED SECTOR ACTION PLAN This report sets out an approach to working to improve standards in the Private Rented Sector (PRS) where needed through education, partnership and where necessary enforcement. | BOROUGHWIDE | 14 |
| 9. HOME ENERGY CONSERVATION ACT (HECA) This report updates the previous HECA report updating the fuel poverty and other information and outlining intended actions for 2015-17 in accordance with the Council's Corporate Plan - ' <i>Helping to narrow the gaps in Reading.</i> ' | BOROUGHWIDE | 75 |
| 10. COUNCIL HOUSING TENANCY POLICY AND TENANCY AGREEMENT This Report sets out the main changes and revisions proposed for Reading Borough Council's Housing Tenancy Agreement and the main provisions for a new Tenancy Policy which will complement and support the revised Tenancy Agreement. | BOROUGHWIDE | 104 |

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| 11. WASTE MINIMISATION STRATEGY FOR READING - CONSULTATION RESULTS | BOROUGHWIDE | 171 |
| <p>This report updates the Committee on the results of the Waste Minimisation Strategy consultation</p> | | |
| 12. NEIGHBOURHOOD WORKING IMPLEMENTATION | BOROUGHWIDE | 253 |
| <p>This report details the implementation of the Council's new neighbourhood working approach.</p> | | |
| 13. READING WINTER ON ICE - OVERVIEW | ABBEY | 259 |
| <p>This report provides an overview of the 'Reading Winter on Ice' event, hosted at the Forbury Gardens between 9 December 2014 and 4 January 2015.</p> | | |

**HOUSING, NEIGHBOURHOODS AND LEISURE COMMITTEE
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Present: Councillor Hacker (Chair);
Councillors Davies, Dennis, K Edwards, Gittings, Hopper, James,
Livingston, O'Connell, Terry and J Williams.

Apologies: Councillors D Absolom, Anderson and R Williams.

10. MINUTES OF THE PREVIOUS MEETING

The Minutes of the meeting of 8 July 2014 were confirmed as a correct record and signed by the Chair.

11. MINUTES OF OTHER BODIES

The Minutes of the following meetings were submitted:

- Community Safety Partnership - 9 July 2014.

Resolved - That the Minutes be received.

12. PETITIONS IN ACCORDANCE WITH STANDING ORDER NO 36

Emily Meunier presented a petition in the following terms:

We want to work with our local community to improve our Green Spaces in the George Street Area.

"We believe that our local Green Spaces are essential to happy, healthy communities. We want to improve our local area and create more opportunities for friends, families, local groups, schools, people of all ages and local wildlife to meet, play and learn in a natural setting. We want to create spaces where wildlife thrives. The two local improvements we have in mind are creating an Orchard and improving Victoria Park on George Street."

In her response, Councillor Hacker (Chair of the Housing, Neighbourhoods and Leisure Committee) stated:

"Thank you for your petition. I'm sure that this Committee would agree with you that, along with clean and safe neighbourhoods, access to decent and affordable homes, good schools and a range of leisure facilities, local green spaces are an essential element of happy, healthy communities. It therefore welcomes initiatives from local people that help enhance local green spaces.

The current planning application for the new Primary School at Hodsoll Road includes the provision of community facilities within the School and proposals to improve the adjacent Victoria Park. These improvements include removal of the buildings (Fairview Community Centre and Nursery) to the West of the Park, so increasing the amount of green space and opening up views into the Park from George Street.

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I propose that officers contact you to set up a meeting with local councillors to discuss how the local community may be able to help enhance green spaces in the local area."

13. CEDAR COURT EXTRA CARE HOUSING

Jacqui Foster-Browne, Principal Property Development Officer, and Gill Rimmer, Tenant Support Services Manager, gave a presentation on the new Council-built Extra Care Housing Scheme at Cedar Court.

Cedar Court provided a housing setting for the provision of care and support for older people, providing an alternative for some to residential care but meeting a range of levels of need. Residents retained their independence and had their own front door. There was a mixture of 26 one bedroom and 13 two bedroom flats with access to day activities for the residents and the wider community and in addition there was a fully furnished and equipped assessment flat.

Cedar Court had achieved carbon reduction and Building Research Establishments Environmental Assessment Method (BREEAM) targets by having photovoltaics on the roof, a biomass boiler, modern building techniques and a sedum roof. The building had a simple and easily understood layout, was domestic and familiar in character, provided visual clues through the use of colours, objects and views and had visual accessibility. Care provision was flexible and tailored to the individual needs of the residents. Cedar Court also had a fully furnished visitors flat that could be booked by residents so that they could have family to visit and stay with them.

The facility would be open older people in the local community for a small annual members fee of £15 or £20 and would have a range of activities for older people that would include access to hairdressing, activities and clubs, social events and health care services.

Resolved - That Jacqui Foster-Browne and Gill Rimmer be thanked for their presentation.

14. READING FESTIVAL

James Crosbie, Regulatory Services Manager, gave a presentation on the 2014 Reading Festival.

In the build up to the Festival safety advisory groups and event specific meetings had been held along with a table top exercise for all services and partners and a residents on-site meeting. The campsite had opened on 20 August 2014 and by midday on 21 August 2013 there had been 40,000 people on-site and 75,000 people camping on the site over the weekend.

On 21 August 2014 traffic had been busy, but was flowing, street traders had been inspected and some illegal traders had been found and told to move on. On 22 August 2014 the Council's Licensing Department and Thames Valley Police had worked together to disrupt ticket touts, the main arena had been inspected and opened and new VMS signs had been introduced on the site. There were no major issues on 23 August 2014 and when issues had been identified they were picked up

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and communicated quickly. The Safety Advisory Group had met twice during the day. 24 August 2014 had also seen no issues on-site but off-site a sewer had blocked which had caused disruption, this had been dealt with by officers and Festival Republic who had worked with Thames Water and secured a 30 minute response time. There had been significant traffic disruption on 25 August 2014 because an unusually large number of people had stayed on site on the Sunday night.

Trading Standards had tested 33 alcohol retailers and only one had failed on-site and had been dealt with immediately by Festival Republic. Two retailers had failed off-site and more resources would be targeted at local retailers in 2015.

Joint work had taken place between the Council and Vangaurdia, acoustic engineers, both on and off-site and there had been 17 complaints about noise. Updates had been posted on the web before and during the Festival and there had been no negative feedback. In addition changes made to the drop off point for shuttle buses had been successful, 132 food retailers had been inspected on and off-site and feedback from residents had been generally positive. There had been some issues around waste which would be addressed as part of a consent holders waste management plan in 2015. A residents debrief would take place on 8 December 2014 and all debrief reports would be collated and presented to Festival Republic.

Nicky Hodgson, Festival Republic, attended the meeting.

Resolved - That James Crosbie be thanked for his presentation.

**15. CULTURE & HERITAGE STRATEGY CONSUTLATION AND ENGAGEMENT:
RESULTS AND FEEDBACK / YEAR OF CULTURE 2016**

The Director of Environment and Neighbourhood Services submitted a report outlining the key results from the 'Your Say: Arts, Heritage and Sport' consultation and a community engagement programme, which would help to shape Reading's new Cultural Heritage Strategy. The report also set out a proposal for a Reading Year of Culture in 2016. A copy of the full consultation report for 'Your Say: Arts, Heritage and Sport' was attached to the report at Appendix 1.

The report explained that residents, visitors and businesses had been asked for their views on sport and culture in Reading as part of the 'Your Say: Arts, Heritage and Sport' consultation which had taken place from 9 June until 30 September 2014. The feedback from the consultation would help to shape Reading's new Culture and Heritage Strategy for which there was strong support and for the generation of ideas on how culture could play an even bigger role in promoting wellbeing and be an integral part of an even more vibrant and economically successful town. It had been proposed that a summary of the consultation feedback would be made available on the Council's web site and work would continue to develop the Strategy with the intention that a draft for consultation would be submitted to the next Committee meeting.

Emerging from the enthusiasm that had been generated by the consultation and the acknowledged need to raise the profile of cultural activity in the town was the concept of a 'Year of Culture' that would be owned and delivered by local people and organisations under the umbrella of the Cultural Partnership and would be

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championed by the Local Strategic Partnership. The Year of Culture 2016 would be a means of showcasing, enhancing, promoting and increasing engagement with the wide range of activities, events and networks that existed in many fields of arts and heritage.

Resolved -

- (1) That the results of the 'Your Say: Arts, Heritage and Sport' consultation be noted;
- (2) That the next steps for developing the Culture and Heritage Strategy be noted;
- (3) That the proposal for the development of a 'Year of Culture' for Reading in 2016 be endorsed.

16. DEVELOPMENT OF A WASTE MINIMISATION STRATEGY FOR READING

The Director of Environment and Neighbourhood Services submitted a report providing the Committee with information on the development of a Waste Minimisation Strategy and setting out a timetable for the consultation and implementation of the Strategy.

The report stated that as the Council services would soon be delivered on a neighbourhood basis, there was a real opportunity to consult and engage within neighbourhoods to promote waste minimisation on the doorstep and within communities and neighbourhood centres. Doorstep collections were carried out by the Council for general waste, recycling and green waste and additional recycling was available at bring-banks for glass, textiles, tetra-packs, foil, batteries, books and shoes. These waste streams were then recycled or disposed of at the re3 Materials Recycling Facility at Island Road. There were obvious environmental benefits of reuse and recycling but it was essential that the Council continued to promote reuse and recycling with a corresponding reduction in general waste which would be disposed of at a landfill site. A combination of housing growth, increasing landfill costs and increased levels of waste being disposed of, meant that the cost to the Council would increase unless general waste was converted to recycling. As a result of these challenges it had been proposed to produce a comprehensive Waste Minimisation Strategy which would set out how the Council was going to achieve this for the period 2015 to 2020, it would also form the basis for the future Strategy beyond 2020. The draft Strategy would have four key objectives:

- Increase recycling and re-use rates;
- Minimise the amount of waste sent to landfill;
- Increase understanding and engagement in waste and recycling for the local community and key stakeholders;
- Effective, efficient value for money delivery.

The Waste Minimisation Strategy would be supplemented by a suite of three supporting documents which would effectively expand on how the Strategy would be delivered. The three documents were as follows:

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- Implementation Plan;
- Action Plan;
- Neighbourhood Engagement Plan.

The report explained that the Strategy and supporting documents were being developed with internal stakeholders and these discussions would take place throughout November 2014 with the aim of having a first draft of the Strategy during December 2014. Once the draft had been completed it would be subject to an online consultation in order to gain wider feedback from key stakeholders and from neighbourhood communities.

With regard to curb-side recycling of glass Councillor Terry reported that there were 57 bottle bank sites in the Borough with 217 bottle banks and accordingly residual waste was comprised of only 5% glass going to the re3 facility at Island Road. The Love Clean Reading Teams were being restructured and the bulky waste policy would be reviewed and it was acknowledged that there was a need to engage more people in recycling and change peoples' behaviour.

Resolved -

- (1) That the need for a comprehensive Waste Minimisation Strategy be acknowledged and the proposed timetable for consultation and adoption be supported at a future meeting;**
- (2) That the Head of Transportation and Streetcare, in consultation with the Lead Councillor for Neighbourhoods, be given delegated authority to develop and make changes to the Waste Minimisation Strategy throughout the consultation and development process as required;**
- (3) That consultation feedback and the final version of the Waste Minimisation Strategy be submitted to a future Committee meeting.**

17. LOVE CLEAN READING - UPDATE

The Director of Environment and Neighbourhood Services submitted a report updating the Committee on the Love Clean Reading initiative. The preliminary list of roads, footpaths and carriageways that had been identified by Councillors and officers was attached to the report at Appendix A.

The report stated that the Love Clean Reading initiative had been highly successful, both from the perspective of results on the ground but also in the positive customer feedback that had been received. Deep cleans had been carried out in 134 streets and areas of open space throughout the Borough using a combination of in house staff, agency labour and sub-contractors and 154 tonnes of waste had been removed. It had achieved the aim of restoring areas of poor environmental quality to a high standard of quality and safety as well as improving the public perception of an area and neighbourhood services in general. Following the deep cleaning works 443 pre-paid response cards had been returned and 98% of respondents had said that the standard of cleanliness after the visit was good or above. The initiative had also thrown up a number of challenges for the emerging Neighbourhood Services, namely

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to prevent environmental deterioration in the first place and to design a schedule of deep cleaning for the Borough which was embedded within the normal business of the Service which was preventive rather than reactive. The report included a number of recommendations about how the lessons learnt from the initiative might inform the reshaping of Transportation and Streetcare Services and the Neighbourhood Agenda.

Resolved -

- (1) That the report be noted;
- (2) That all staff who had worked on the Love Clean Reading initiative be thanked;
- (3) That regular update reports on the progress of Love Clean Reading initiatives within the emerging Neighbourhood and Waste Minimisation works programme be submitted to future Committee meetings.

18. FLOATING SUPPORT CONTRACT

The Director of Environment and Neighbourhood Services submitted a report that sought authorisation from the Committee to enter into a new contract for the Floating Support Service. An Equalities Impact Assessment had been carried out and was attached to the report at Appendix 1.

The report stated that the purpose of the Floating Support Service was to reduce the number of vulnerable households that could become homeless in the Borough by assisting them to sustain their tenancies. Wherever possible and appropriate to do so, the service would enable residents to remain in their own homes and gain the skills required to sustain their tenancies effectively into the future.

The report stated that it had been proposed that the new contract would be awarded to the winning tenderer in March 2015 at the completion of the tender evaluation process. This course of action would allow the minimum anticipated lead-in period for the implementation of the new contract arrangements. Delegated authority would therefore be required in order to award the contract within the required timeframe for the successful completion of the tender exercise. The anticipated start date of the contract would be 1 July 2015 for a period of three years, with an option to extend up to a maximum of three years, in accordance with the Council's Contract Procedure Rules. The current contract arrangements had been extended up to the end of September 2015, although subject to the successful completion of the tendering exercise the target was to decommission the contracts at the end of June 2015. It had been proposed that a detailed implementation plan would be agreed for the three months to June 2015 so that there was no disruption to the service.

Resolved - That the Director of Environment and Neighbourhood Services, in consultation with the Lead Councillor for Housing, the Head of Finance and the Head of Legal and Democratic Services, be given delegated authority to award the contract for the provision of the Floating Support Service in Reading for a period of three years, with

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an option to extend up to a maximum of three years, to the successful tenderer in accordance with the Council's Contract Procedure Rules.

(The meeting started at 6.30pm and closed at 8.17 pm).

**COMMUNITY SAFETY PARTNERSHIP EXECUTIVE GROUP MINUTES - 3 DECEMBER
2014**

Present:

| | |
|--------------------------|---|
| Councillor Terry (Chair) | Lead Councillor for Neighbourhoods, Reading Borough Council (RBC) |
| Ann Manning | Magistrates |
| Anthony Brain | Community Safety Manager, RBC |
| Gabriel Amahwe | Probation Director, Thames Valley Probation |
| James Hahn | Local Police Area Deputy Commander, TVP |
| Jo Middlemass | Anti Social Behaviour Team Manager, RBC |
| Kay French | DAAT Manager, RBC |
| Keith Stacey | Inspector, TVP |
| Lorraine Briffitt | Voluntary and Community Sector representative |
| Natasha Van Vliet | Alana House |
| Nigel Denning | Youth Offending Service, RBC |
| Pete Farmer | RBFRS |
| Robin Rickard | Local Police Area Commander, Thames Valley Police (TVP) |
| Sarah Gee | Head of Housing & Neighbourhoods, RBC |
| Simon Hill | Committee Services, RBC |
| Vicki Lawson | Head of Children's Services, RBC |
| Wendy Walker | Police & Crime Commissioner's Office |

Apologies:

| | |
|----------------------|--|
| Councillor Page | Deputy Leader and Police & Crime Panel representative, RBC |
| Councillor Lovelock | Leader, RBC |
| Councillor Ed Hopper | RBC |
| Tina Heaford | Youth Engagement Service, RBC |
| Suzanne Westhead | Head of Adult Services, RBC |

1. MINUTES AND MATTER ARISING

The Minutes of the meeting held on 24 September 2014 were agreed as a correct record.

Further to Minute 2 of the previous meeting the Chair reported that she had written to the PCC on behalf of the CSP to highlight the issues raised regarding the process for accessing funding, and had received a response.

2. DRUG AND ALCOHOL DELIVERY GROUP PRESENTATION

Kay French submitted a report on the work of the Drug and Alcohol Team (DAAT) directed by the Drug and Alcohol Delivery Group which gave an update on the transition to the new Integrated Drug & Alcohol Treatment & Recovery Services in Reading provided by IRIS (Integrating Recovery in Services) Reading, identified other major work streams that the DAAT were focusing on, and sought to raise awareness of the challenges within the partnership regarding drug and alcohol issues.

Kay introduced herself as the Interim DAAT Manager, with a remit to help the new Drug & Alcohol Treatment & Recovery Service settle in and to put partnership and performance management arrangements in place. She explained that the new service was integrated and had a recovery focus on building the 'recovery capital' of service users. Some of the key factors included sustainable housing, employment,

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and 'sober' friends and support networks. Community assets also needed to be used to help create an environment for recovery and a visible recovery community.

Kay noted that there was good work on alcohol issues in Reading but that currently there was no overall strategy. The DAAT had agreed to co-ordinate work on developing a strategy, drawing on existing work done by other services, identifying best practice and then running a consultation exercise to investigate which areas services could focus existing resources on to achieve the best results.

Kay reported that Reading had had a relatively high rate of drug related deaths for a number of years and was currently ranked 9th nationally. The DAAT had re-launched a Berkshire West Drug-related Death Forum which had met to identify four priorities. These were reporting systems and information sharing protocols, confidential enquiry systems, near-fatal overdoses and training in the identification and management of overdose and the use of 'take home' naloxone. The training was expected to be rolled out in December 2014, with a number of treatment workers being 'cascade trainers' to work with target groups.

Kay also gave a presentation which explained the services available at the three facilities provided by IRIS Reading, covering Health & Engagement, Recovery & Reintegration and Change & Recovery. She also gave details of IRIS Reading's staffing structure and referral process.

The Group discussed the presentation and report and the points raised included the following:

- When courts were informed of drug users progress it was often only reported as positive or negative, without details of the level of use. It was noted that there should be some narrative detail with the report, and Kay French would investigate;
- Work was in progress on better joining up services for users on release from prison;
- Users who went back to live independently after release from prison were a high fire risk group, and Pete Farmer and Kay French would liaise over identifying these users to the Fire Service;
- Any parenting responsibilities of clients were logged at the assessment stage and a check with the MASH was carried out - it was standard procedure to carry out an audit check with services including Children's Safeguarding, Adult Safeguarding and Domestic Violence;
- Discussions were taking place across Berkshire on a family drug and alcohol court, and two years of records were being reviewed to identify where such a facility would have been useful;
- There were currently around 550 users in treatment, the majority of whom were longstanding opiate users. Issues that would be looked at closely included street drinkers and how to engage with the young user cohort at an early stage before they began offending;

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- The DAAT were not encountering extensive abuse of legal highs but cases were appearing at A&E. Keith Stacey noted problem arising from a legal highs shop on Oxford Road being located near a children's home;
- Local champions were needed for Dry January.

AGREED:

- (1) That the CSP raise awareness of the new drug and alcohol recovery system and endorse its philosophy in supporting the building of community recovery capital through partnership working and the harnessing of community assets;
- (2) That the CSP engage with the development of the Alcohol Strategy and provide Strategic Lead on the recommendations for matching resources to where the evidence suggests the biggest impact could be made;
- (3) That the CSP endorse and champion the work of the Drug Related Death Forum;
- (4) That Pete Farmer and Kay French liaise regarding identifying to the Fire Service drug and alcohol users who were returning to independent living after release from prison.

3. DELIVERY GROUP UPDATES

Community-based Crime

James Hahn reported that the Group were working on aligning processes for Anti-Social Behaviour, to better understand and assess risks. Three criminal behaviour orders were being prepared for street population issues and male clients of sex workers were continuing to be put through the change course.

James reported that case monitoring infrastructure for hate crimes was now in place but that further work was needed to establish a forum. Anthony Brain outlined some of the concerns raised in discussions with ACRE.

Integrated Offender Management

Gabriel Amahwe reported that the Group were working on a better system to show outcomes of IOM, and that a new performance scorecard could be submitted to future meetings.

Town Centre

Keith Stacey reported that there had been a slight increase in town centre violence, and that this would be analysed and reported in more detail to the next meeting. The Group's target relating to shoplifting had been to reduce the rate of increase, but there had actually been an overall decrease of 21%.

Domestic Abuse

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Sarah Gee reported that a timetable was being developed for agreeing the draft domestic abuse strategy, which had been presented to the previous meeting. The draft would be circulated for comment to members of the CSP.

A fast-track court process for domestic abuse cases was being rolled out in December 2014, following a successful pilot project in Buckinghamshire, and it was agreed that Anthony Brain should investigate this further. The Chair noted that changes in the law relating to domestic abuse had been announced, which would make it easier for services supporting victims of domestic abuse to provide relevant evidence.

AGREED:

- (1) That the updates be noted;
- (2) That Anthony Brain investigate and report back on the new court process for domestic abuse cases;
- (3) That the Domestic Abuse delivery group arrange a discussion about putting evidence together for domestic abuse court cases.

4. NEW ANTI-SOCIAL BEHAVIOUR LEGISLATION

Jo Middlemiss gave a presentation on new powers under the Anti-Social Behaviour, Crime and Policing Act 2014, including civil injunctions, dispersal powers, community protection notices, public space protection orders, closure powers and absolute grounds for possession. For each power Jo explained who had the power to use it, the test that would apply and any important changes from current powers.

The Group noted concerns at the strengthened eviction powers and the possible consequences especially for families of these powers being used.

AGREED:

- (1) That the presentation be circulated with a link to the relevant guidance;
- (20) That partners seek a briefing from J Middlemiss if required.

5. COMMUNITY REHABILITATION COMPANY UPDATE

Gabriel Amahwe tabled a briefing note on the changes to probation. The note set out information on MTCnovo who were the preferred bidder for the Thames Valley Community Rehabilitation Company and on contract management arrangements. The note also gave a summary of the Offender Rehabilitation Act 2014 and 'Through the Gate' provision.

The CSP noted that it would be useful to have an update from the National Probation Service (NPS) at the next meeting, and if possible a representative of NPS regularly attending the meeting.

AGREED:

- (1) That the position be noted;

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- (2) That Anthony Brain liaise with the NPS regarding an update and attending CSP meetings.

6. CRIME FIGURES PRESENTATION

Anthony Brain submitted presentation slides showing the year-on-year figures for the BCS crime types. He noted that burglary continued to fall and that there had been a recent reduction in shoplifting.

The Chair congratulated the good work of Thames Valley Police and partners in reducing crime during an economic recession. It was noted that there were emerging crime types such as online fraud that were currently difficult to act against or monitor locally.

AGREED: That the position be noted.

7. TROUBLED FAMILIES GOVERNANCE

Nigel Denning submitted a report seeking agreement that the Partnership become the governing body for phase two of the Troubled Families (TF) programme.

The report explained that the government's aim for phase two of the TF programme was to transform local partnership delivery across local authorities, with a specific focus of implementing a 'whole family' approach. Having conducted a review of performance of phase one in Reading it was evident that, in order to deliver the phase two targets, a collaborative partnership approach and clearer and more dynamic pathways for earlier identification and intervention were needed. This would not only help deliver the payment by results, but also provide opportunities for further cost savings to the public purse and support meeting the budget deficit.

The report explained that in order for Reading to deliver the phase two targets of the TF programme it was considered that a formal governance structure and a stronger partnership approach was required. In addition it was recognised that a key challenge for phase two would be gaining strategic and operational buy-in and creating a momentum for delivery from partner organisations. The CSP was a mature multi-agency partnership whose membership included all appropriate stakeholders, and it was therefore proposed that the CSP become the strategic management board responsible for the strategic oversight of the TF programme.

AGREED:

- (1) That the Partnership agree in principle to becoming the governing body for Reading Troubled Families Programme;
- (2) That full Terms of Reference and Governance Structure be submitted to the next meeting;
- (3) That the Youth Offending Service performance report be discussed at the next meeting.

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8. OTHER BUSINESS

Nigel Denning reported that a draft Child Sexual Exploitation Strategy would be submitted for approval to the Local Safeguarding Children Board on 17 December 2014. It was noted that there should be a reporting link to the CSP and that the Strategy should complement the Thames Valley Adult Sexual Exploitation strategy that was being developed.

Pete Farmer reported on a research project led by the University of Greenwich called LIFEVID (Lessons in Fire & Evacuation Behaviour in Dwellings), and agreed to share the findings with partners.

AGREED: That the position be noted.

9. DATE OF NEXT MEETING

The remaining meeting for 2014/15 would be held on Wednesday 11 March 2015.

(The meeting commenced at 9.32 am and closed at 11.00 am)

READING BOROUGH COUNCIL

REPORT BY DIRECTOR OF ENVIRONMENT & NEIGHBOURHOOD SERVICES

| | | | |
|------------------|---|--------------|--|
| TO: | HOUSING, NEIGHBOURHOODS AND LEISURE COMMITTEE | | |
| DATE: | 18 March 2015 | AGENDA ITEM: | 8 |
| TITLE: | PRIVATE RENTED SECTOR ACTION PLAN | | |
| LEAD COUNCILLOR: | Councillor Richard Davies | PORTFOLIO: | Housing |
| SERVICE: | Regulatory Services | WARDS: | BOROUGHWIDE |
| LEAD OFFICER: | James Crosbie | TEL: | 0118 937 2424 |
| JOB TITLE: | Regulatory Services Manager | E-MAIL: | James.Crosbie@reading.gov.uk |

1.0 PURPOSE OF REPORT AND EXECUTIVE SUMMARY

- 1.1 The Private Rented Sector is a valuable housing option offering flexible and suitable accommodation for many residents. Many homes in this sector provide good quality housing which is managed well by landlords and their agents. However, in some cases, the sector can often be seen as offering poor security of tenure which is managed poorly; contributing to anti-social behaviour in areas.
- 1.2 This report sets out an approach to working to improve standards in the Private Rented Sector (PRS) where needed through education, partnership and where necessary enforcement. An action plan has been developed to enable the delivery of this approach and includes a draft PRS Charter, which aims to build a common understanding of values, standards and requirements for the rental sector.

2. RECOMMENDED ACTION

2.1 To implement the following services:

a) Launch a new campaign and materials to:

- raise awareness about the advice and services available to landlords and tenants
- increase the identification and referral of sub-standard properties
- promote tenants' rights and responsibilities
- educate landlords on their responsibilities

b) Improve mechanisms to identify and target vulnerable groups most at risk from rogue landlord activity, to ensure support is focused on those in most need.

- c) Establish a corporate approach to managing the negative impacts that high levels of tenure turn over can have on communities.
- d) To consult on a Private Rented Sector Charter, which demonstrates the Council's and partners' commitment to improving the sector.
- e) Establish a working group to explore with partners and stakeholders a 'Rent with Confidence' scheme aimed at building consumer confidence and helping to differentiate landlord sub sectors.
- e) To review the outcomes of implementing the private sector action plan and wider housing strategy to determine whether further consideration should be given to discretionary licensing in the private rented sector.

3.0 POLICY CONTEXT

General market

- 3.1 The Private Sector Housing Stock Condition Survey 2013 indicated that 28.5% of dwellings in Reading were in the Private Rented Sector (PRS). This compares to an average of 21.4% nationally (2011/12). The survey identifies 10% of the PRS to be houses in multiple occupation (HMO), compared to the national figure of 2.3%. The number of non-decent homes has reduced by 40% since the last stock condition survey in 2006, however 12,200 private sector homes still fail to meet the decent homes standard. 27.2% of private rented tenants have informed their landlord or agent about outstanding repair issues, with 40% of those tenants indicating that the issues remained unaddressed.
- 3.2 Private rented accommodation provides a flexible and accessible housing solution for many residents. The Council recognises the valuable contribution the sector makes to providing decent and safe homes for many tenants. There is however a minority of landlords who provide poorly managed, substandard and unsafe homes, often to the most vulnerable in society. In some areas with high densities of private rented accommodation, there can be a direct impact on neighbourhood cohesion. Due to the shorter periods of time tenants are likely to occupy properties; they are likely to have less social investment in their neighbourhoods. There is also a perception that areas with high numbers of rented properties will suffer from increased anti-social behaviour.
- 3.3 Market forces have led to significant numbers of family dwellings in Reading being converted, sometimes without permission, into self-contained flats or HMOs. This change can result in over occupation of dwellings with resultant impacts on neighbours; reduced or poor standards of construction or management and increased anti-social behaviour e.g. environmental crimes.

The National outlook

- 3.4 The Department for Communities and Local Government (DCLG) has outlined the national challenges:
- Lack of supply has led to a lack of affordability and choice.
 - Lack of professional landlords and a need to improve management practices in some parts of the sector.

- Delivering improved transparency of letting agents' fees
 - Growing demand for longer tenancies from families.
 - Challenges for particular groups - homeless, vulnerable and benefits recipients.
 - Lack of tenant knowledge.
- 3.5 Nationally 89% of the private rented sector is owned by individual private landlords rather than large scale investors. Many landlords own only one property with over 60% having no relevant experience or qualification and only 6% are accredited.
- 3.6 In response to the national challenges, there has been recognition that the Letting Agents industry has been largely left unregulated, with a handful of voluntary trade schemes promoting good practice. The Lettings Agency Work and Property Management Work (Requirement to Belong to a Scheme etc.) (England) Order 2014 came into force on 1 October 2014 and requires Lettings Agents to become a member of a 'redress scheme'. The redress schemes allow people living in or owning property in the PRS to complain if they receive poor service from their agent. Common complaints about lettings and property management in the PRS are:
- how agents handle the security and holding deposits;
 - missed appointments;
 - pressuring tenants to take tenancies;
 - poor customer service;
 - out of date and misleading adverts; and
 - opaque and variable fees.
- 3.7 Many landlords also appoint an agent to manage their properties on their behalf with common complaints about how the property is managed being around repairs not being carried out in a timely manner or to a satisfactory standard, general customer service and notice and conduct of visits from agents.
- 3.8 In recognition of some tenants' lack of knowledge, DCLG has also produced a 'draft Tenants Charter' (October 2013) (attached as appendix 2) which provides information on:
- what the tenant can expect and what questions need to be asked before agreeing to rent a property;
 - the responsibilities of the tenant and landlord during the tenancy;
 - ending the tenancy; and
 - tenants' rights and what to do if something goes wrong.
- 3.9 The Royal Institution of Chartered Surveyors (RICS) published a 'Private Rented Sector Code of Practice' (attached as appendix 1) with a range of professional stakeholder organisations. The Code aims to provide consistent guidance to landlords, lettings and managing agents on statutory and best practice approaches in the sector to ensure:
- Good quality homes for rent;
 - Consistent and high standards of management; and
 - Choice for the consumer.

Licensing

- 3.10 The Housing Act 2004 brought in two licensing scheme types, mandatory and discretionary. The aim of licensing in the PRS is to regulate the physical standards of properties whilst also improving management. Mandatory licensing requires houses in multiple occupation comprising of three storeys or more and of five bedrooms or more to be registered. Currently there are over 800 properties in the mandatory licensing scheme.
- 3.11 Since 2010, 14 local authorities have introduced a total of 23 discretionary licensing schemes, with only four specifically for anti-social behaviour issues. There is a strong lobby calling for the broadening of the scheme criteria to include 'high demand', as well as calls to simplify the process for applying the scheme locally.
- 3.12 The Council implemented a project to undertake a feasibility study into the use of additional or selective licensing in the Borough and to consider if appropriate to take steps to implement a scheme(s) within a Neighbourhood Improvement Zone(s). A discretionary licensing scheme would require all privately rented homes in a specific area to be registered.
- 3.13 Following an extensive study and financial modelling and taking into account the current legal challenges around discretionary licensing, the cost of such a scheme and its benefits the introduction of additional or selective licensing in the Borough is not proposed at this stage. This position will be reviewed if the current action plan falls short of delivering PRS improvements. If the action plan is successful, the actions could deliver at reduced costs similar outcomes to a licensing scheme without risks of legal challenge.

Retaliatory Evictions

- 3.14 The Tenancies (Reform) Bill aims to put a stop to revenge eviction in the private rented sector. Renters would no longer have to choose between living in poor conditions and losing their home and if successful should have an impact on driving up standards. The private members bill was taken to its second reading on 28 November, but failed to attract sufficient MPs for it to move forward. An amendment to the Deregulation Bill has been tabled, which would look to introduce the first two clauses of the Tenancies (Reform) Bill.

4.0 THE CURRENT POSITION

- 4.1 A number of services across the Council engage with the PRS, including Environmental Health, Housing Options and Advice, Planning, Social Care, Building Control, Public Health and Streetcare.
- 4.2 Consultation with residents through "Let's Talk", Planning's consultation around the use of Article 4 directions (which can require developments currently not requiring planning permission to gain consent) and ongoing concerns expressed by Neighbourhood Action Groups indicates that the PRS has a significant impact on communities.
- 4.3 The Private Sector Housing Team receives over 2,000+ service requests relating to housing enforcement matters each year. This drives the way in which the service is delivered i.e. reactive approach rather than proactive or

programmed inspection of the private rented stock. Currently only mandatory licensed properties are on a programmed inspection approach, meaning that they are inspected based on risk.

- 4.4 Regulatory compliance includes information, advice, inspection, warnings, enforcement and prosecutions. Officers' work also includes partnering with Royal Berkshire Fire & Rescue as part of their risk based inspection programme, liaison with the University of Reading and the inspection and compliance of B&Bs used by the Council as emergency temporary accommodation.
- 4.5 The feasibility study identified a number of weaknesses in the current approach to regulating the sector, including a lack of impact on the most vulnerable tenants' living conditions.

Letting Agents

- 4.6 The national statutory redress scheme for letting agents or property management was introduced late in 2014. Estate agents are already required to belong to a redress scheme, and their existing membership may already cover their letting agency work as well as estate agency work. Some lettings agents and property managers already belong on a voluntary basis to the Property Ombudsman Scheme or the Ombudsman Services Property Scheme (two of the three approved schemes), and they will automatically become members of the approved scheme. The third scheme to be approved is the Property Redress Scheme.
- 4.7 Trading standards already have powers under consumer protection legislation to deal with issues such as giving false or misleading information, charging unfair or unreasonable fees, or falsely claiming to be a member of a professional body or approved redress scheme. Further legislation to regulate letting agents is on its way.
- 4.8 There are currently an estimated 87 letting agents operating within the Borough.

5.0 WAY FORWARD

- 5.1 In light of the matters raised and summarised in this report and taking into account that the sector, in the main, offers affordable and flexible homes of suitable quality it is proposed to provide a more targeted approach to work in partnership to proactively drive improvements where action is required. It is proposed to diversify the team by embedding a Trading Standards role in the Private Sector Housing team. This will achieve a number of objectives:
 - To review and provide support to Lettings and Managing Agents to ensure that tenants and landlords are protected from unfair practices.
 - To review the PRS current position with Environmental Performance Certificate (EPC) compliance. The sector needs to move to a position where they meet minimum energy efficiency standards and this will impact on tenants health and work towards reducing the impacts of fuel poverty.
 - To ensure that all Lettings and Managing Agents operating within the Borough are members of a redress scheme.

- To work with enforcement staff to advise on fraudulent activity such as the issuing of 'fake certificates'.
 - This is an innovative approach, currently being trialled by Islington and Newham Councils.
- 5.2 It is further proposed to appoint two full time officers to deliver the PRS action plan. One of the key roles of these officers will be to work with partners to gather intelligence on the location of vulnerable tenants and high risk properties, using this to target advice and where necessary enforcement action. The officers will work on an area based proactive inspection programme with 400 properties surveyed per annum along with an estimated 100 enforcement actions per annum.
- 5.3 Part of the officer's time would also be secured to support tenants with tenancy related matters in their home. This first contact approach should help to deal with some of the concerns expressed by tenants over retaliatory evictions. It is anticipated that approximately 100 cases will be dealt with per annum. In addition, one of the officers will be involved in proactively delivering approximately five community education talks per annum on PRS standards.
- 5.4 Working differently with the sector, it is hoped to reduce the number of enforcement related service requests.
- 5.5 In addition to the work outlined above it is proposed to:
- Reviewing and developing internal systems to deal with allegations of harassment and illegal eviction, including as necessary prosecution of landlords or their agents.
 - Increasing the identification and referral of sub-standard properties by working with partners and stakeholders to further develop our intelligence led approach.
 - Establishing mechanisms to identify and target vulnerable groups most at risk from rogue landlord activity, to ensure support is focused on those in most need.

Setting standards

- 5.6 Further work areas will relate to:
- Launching a new campaign and materials to raise awareness about the advice available to landlords and tenants.
 - Promoting tenants' rights and responsibilities, through the use of the DCLG draft Tenants Charter.
 - Educating landlords on their responsibilities. It is proposed that the RICS Private Rented Sector Code of Practice be used as the basis of the landlord support.
 - Exploring with partners and stakeholders a 'Rent with Confidence' scheme aimed at building consumer confidence and helping to differentiate landlord sub sectors.
- 5.7 If after review it is determined that the actions identified have had insufficient impact and having considered the wider housing strategy, a pilot discretionary licensing scheme may be brought back to discuss. A 3 month

statutory public consultation will be required before determining whether to proceed to implement a scheme.

Private Rented Sector Charter

- 5.8 It is proposed that a PRS Charter is developed, based on the Council's ambitions and the actions outlined in this proposal are published for partners and stakeholders to sign up to. The Charter will be based around 'providing a home for those most in need' as outlined in the Corporate Plan 2015-18. An example of a draft Charter is included in the Background papers (appendix 3).

6.0 OTHER OPTIONS CONSIDERED

6.1 Accreditation:

The Council ran an in house accreditation scheme for over 10 years and whilst it had some market penetration and maintained standards amongst those landlords who chose to participate it was unable to improve properties with low standards. The scheme was mainly supported by student landlords in partnership with the University of Reading. The scheme was extensively reviewed and the decision was taken to partner instead with the National Landlords Association who provides landlords with training and accreditation, but this is also a voluntary scheme in which landlords choose whether or not to participate.

6.2 Landlord Self-Regulation:

This is the approach many landlords advocate, as there is a belief amongst compliant landlords that the market will regulate itself. This however has proven not to be the case in Reading due to the high demand for housing, high rents and low incomes. The Council carries out interventions in the PRS due to poor management, illegal evictions/harassment, poor conditions, street scene issues, ASB issues and planning and building control contraventions. The National Landlords Association Accreditation scheme does provide good landlords with a mechanism to distinguish themselves from the rest of the market in respect of an understanding of their duties, but market penetration to date is poor.

6.3 Targeted Enforcement:

The principles of better regulation state that regulation should be proportionate and targeted and therefore regulatory intervention should be risk-based and focused on specific problems. Regulatory services work in this way through implementing risk based inspection programmes, mandatory HMO licensing and requests for service. Targeting landlords who operate below the radar has remained challenging despite improving reporting mechanisms and access to information. The approaches outlined above would go some way to further improving targeting in Reading.

7.0 CONTRIBUTION TO STRATEGIC AIMS

- 7.1 **Providing homes for those most in need** - the proposals in this report will result in improved housing conditions and contribute to the health, safety and welfare of residents by driving up physical and management standards in the Private Rented Sector.

7.2 Keeping the town clean, safe, green and active - the outcome of this project will reduce the impacts of enviro-crime, reported anti social behaviour, and build community resilience.

8.0 COMMUNITY ENGAGEMENT AND INFORMATION

8.1 Following development of the PRS Charter, to encourage support and further partnership working and to develop and advance actions to improve the PRS.

8.2 If the intention is to proceed with a pilot licensing scheme, the Council must undertake a statutory consultation with those affected by the impact of the proposals i.e. Landlords, tenants, residents, businesses etc within the Neighbourhood Improvement Zone.

9.0 EQUALITY IMPACT ASSESSMENT

9.1 An Equality Impact Assessment will be carried out if a consultation on the proposal to launch a pilot selective licensing scheme is agreed and will be published as part of the public consultation

10.0 LEGAL IMPLICATIONS

10.2 The Housing Act 2004 Part 3 contains the provisions under which any selective or additional licensing scheme may be made. The Council must consider whether alternative courses of action would meet its objectives e.g. an accreditation scheme. The Council must consult persons affected by any designation and consider the representations made by them.

11.0 FINANCIAL IMPLICATIONS

11.1 £90k has been built in to 2015/16 budget for the appointment of two full time officers to support the implementation of the PRS action plan

Background Papers / Appendices

1. RICS - Private rented Sector Code of Practice
2. DCLG - Draft Tenants Charter
3. Plymouth draft Charter for Private Rented Housing.
4. Private Sector Housing Stock Condition Survey 2013 (available on request)

PRIVATE RENTED SECTOR CODE OF PRACTICE



Private rented sector code of practice

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National Landlords Association

National Association of Estate Agents

Residential Landlords Association

Royal Institution of Chartered Surveyors

The UK Association of Letting Agents

Ombudsman Services: Property

Property Redress Scheme

The Property Ombudsman

Deposit Protection Service

My Deposits

Tenancy Deposit Scheme

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Foreword

We are committed to building a bigger and better private rented sector. The private rented sector provides valuable flexibility within the housing market, with increasing numbers of tenants choosing to rent as a matter of choice. We want to support it and see it grow.

A key part of this is our commitment to minimising excessive regulation of the sector, which would force up rents and reduce choice for tenants. We have put in place measures to create greater choice, professional services and higher quality properties for tenants. That is why we are financing the construction of up to 10,000 new homes specifically for private rent through our £1 billion Build to Rent Fund, while our Private Rented Sector Housing Debt Guarantee Scheme will support up to £3.5 billion of investment in private rented projects, plus a potential share of £3 billion held in reserve.

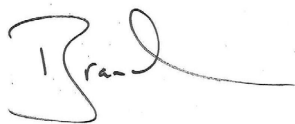
We know that the majority of tenants are satisfied with the performance of their landlords and that the majority of landlords and letting agents provide a good service. However, the small minority of rogues or criminals who exploit tenants drag the reputation of the sector down. We are cracking down on these landlords using a range of tools from legislation, funding and other support to local government.

It is important that tenants and landlords are able to choose letting agents who do operate to best practice. That's why, in October 2013, we asked the Royal Institution of Chartered Surveyors to work with other leading sector organisations to develop a Code of Practice.

I am delighted that the leading organisations representing landlords, letting agents and property managers have come together to create this comprehensive Code that may be used by anyone involved in the letting and management of private rented property.

Where this Code is particularly valuable is that it not only explains what is legally required, but provides a model for best practice. Members of any organisations which have signed up to this Code agree to abide by its contents, giving tenants assurance of a good service, driving up standards in the sector.

I am delighted, therefore, to introduce this Code of Practice. I truly believe it will lead to an even better and more professional private rented sector in England.



Brandon Lewis, Minister of State for Housing and Planning



1 Introduction

1.1 Scope

This Code is intended to promote best practice in the letting and management of *private rented sector* housing in England. The aim of the Code is to ensure:

- Good-quality homes for rent.
- Consistent and high standards of management.
- Choice for the *consumer*.

The Code is intended for use by landlords and lettings and management agents in the private rented sector (PRS).

Whether you are a landlord or an *agent*, if you are responsible for the letting and management of homes you have a minimum duty to achieve basic compliance required by law. However, landlords and agents should aspire to a standard above minimum legal requirements and in line with industry best practice as set out in this Code. If you are unsure of what you should do or what is required of you, seek professional advice. Ignorance or inexperience is not an acceptable defence for poor practice.

A useful checklist has been provided for inexperienced landlords at the back of this Code of Practice – see [Appendix B](#).

1.2 How to use this Code

Terms shown in italics are defined in a [glossary](#) at the end of the Code.

Landlords are responsible for ensuring that they comply with the law when letting and managing residential property. When a landlord engages an agent, the tasks and responsibilities of letting and managing property will be allocated between them. It is for the landlord and the agent to decide and to understand who is responsible for which tasks and responsibilities.

This Code uses the words ‘you’ and ‘responsible person’ to refer to whoever is responsible for a particular task or responsibility. Where items in the Code are aimed *only* at agents or landlords, this is indicated where required.

In the Code:

- The word ‘*must*’ indicates a legal requirement.
- The word ‘*should*’ indicates best practice. Where you should do something and have not, you ought to be able to justify reasons for not doing it.

Where procedures are recommended for specific tasks, these are intended to represent ‘best practice’; that is, procedures that, in the opinion of the property management industry, meet a high standard of competence.

When an allegation of professional negligence or a breach of obligation is made against a responsible person, a court or tribunal is likely to take account of the contents of the Code in deciding whether or not you have acted with reasonable competence.

The principles on which this Code is based are:

- 1 To comply with all laws relating to the letting and management of residential private rented sector property.
- 2 To meet all other legal requirements and relevant codes of practice.
- 3 To let and manage properties in an honest, fair, transparent and professional manner.
- 4 To manage properties with due skill, care and diligence, and ensure that, where staff are employed, they have the skills and training needed to carry out their tasks.
- 5 To do their best to avoid conflicts of interest and, where they do arise, to deal with them openly, fairly and promptly.
- 6 You must not discriminate on the basis of age, gender, race, language, sexuality or any other factor that

might place an individual at a disadvantage.

- 7 To ensure that all communications and dealings with *clients* and tenants are fair, clear, timely and transparent.
- 8 To ensure that all relevant information is provided to clients and tenants, including publicising fees, prior to them committing to a *transactional decision*.
- 9 To ensure that all advertising and marketing material is accurate and not misleading.
- 10 To take steps to look after *client money* and to hold this separately from other funds.
- 11 To behave ethically and responsibly at all times.

The Code contains some principles aimed specifically at letting and management agents, as follows:

- To ensure that landlords and tenants are given details of complaints-handling procedures and the redress scheme to which the agent belongs.
- To ensure client money is covered by client money protection.

2 Lettings and management

2.1 For landlords only: selecting an agent

Landlords should only engage agents who:

- are members of an accredited body
- are members of an independent redress scheme
- protect client money by way of a *clients' money protection scheme*; and
- have appropriate insurance such as public liability and professional indemnity insurance.

2.2 For agents only: accepting instructions from a landlord

2.2.1 Conflict of interest

Before confirming instructions, agents and contractors must check that they will not have any *conflict of interest*. If they do, they must declare it and get written permission from the landlord that they can continue to act.

If the landlord gives permission then, at the earliest practical opportunity, and definitely before negotiations begin, the agent or contractor must give details of the conflict of interest, *in writing*, to the prospective tenant.

2.2.2 Giving correct advice

An agent must provide truthful, accurate and unbiased advice to a landlord.

Where an agent advises a landlord about a letting a realistic rental assessment must be made, reflecting current market conditions. It should be supported by comparable market evidence, if available.

2.2.3 Consumer Protection from Unfair Trading Regulations 2008

When offering services to a landlord:

- An agent must comply with the:
 - *Consumer Protection from Unfair Trading Regulations 2008* (CPRs)
 - *Business Protection from Misleading Marketing Regulations 2008* (BPRs)
 - *Unfair Terms in Consumer Contracts Regulations 1999* (UTCCRs)
 - *Supply of Goods and Services Act 1982* (SGSA); and
 - *Unfair Contract Terms Act 1977* (UCTA).
- An agent must not engage in any unfair commercial practice by saying, doing or omitting to do something which causes, or is likely to cause, the *average consumer* to take a different transactional decision.
- An agent should refer to the Competition and Markets Authority's [Guidance for lettings professionals on consumer protection law](#) for further information and guidance on the regulations.

2.2.4 Confirming identity

Agents should make every reasonable effort to confirm a landlord's identity before accepting instructions.

If the landlord operates as a business, the agent should identify and confirm who within the business has the authority to act on its behalf.

2.2.5 Agreeing the scope of work

The agent should agree the scope of work and then issue terms of engagement, which should detail the duties the landlord expects the agent to perform.

2.2.6 Terms of engagement

Agents must give landlords written confirmation of their instructions to manage a property on their behalf. This must include details of:

- fees and expenses
- business terms
- the duration of their instructions; and
- the extent of the agent's financial authority to authorise expenditure such as essential repairs/maintenance.

The agent must give these details to the landlord before the landlord is committed or has any liability towards them. The landlord should be given sufficient time to read and understand the agreement before signing.

Terms of engagement must clearly state the scope of the work the agent will carry out and any additional responsibilities. The terms must be fair and must be written in plain and intelligible language.

The terms of engagement should state that a copy of the agent's complaints-handling procedure is available on request, together with details of the redress scheme to which the agent belongs.

If a landlord signs a contract:

- with the agent present at their home; or
- at another location away from the agent's premises; or
- by post or online; or
- without having met the agent

the landlord must be given a right to cancel that contract within 14 calendar days from the date of signing. If the landlord requires the contract to start before the end of this cancellation period the agent must obtain confirmation of this in writing.

Both parties should sign and date the terms of engagement. Any subsequent changes to terms of engagement must be confirmed in writing and signed by both parties.

2.2.7 Fees, charges and taxes

Agents must provide clear details of their fees and expenses which may become payable, in accordance with the [Advertising Standards Authority](#) and *Consumer Protection from Unfair Trading Regulations 2008* requirements. These should be published on their website and displayed prominently in all offices where customers enter.

If the agent does not know the exact amount at the time, they should give details of how it will be calculated. This should include any renewal commission and the method of calculation, making clear that this will only arise where the agent is instructed to renew the tenancy or the landlord has specifically agreed to the agent's entitlement.

Agents should state all fees inclusive of tax, a legal requirement where the landlord is not a business.

Agents must include any contractual right to interest on late payment in the terms of engagement. The terms of engagement should set out which party retains any interest accruing from client money held.

2.2.8 Using subagents

Agents who want to appoint a subagent must first obtain the landlord's authorisation. Appointing a subagent without authorisation may be considered a breach of duty unless it is contained within the agent's terms of engagement.

2.2.9 Commissioning other documentation

You must follow legislative requirements about documentation to be provided at the point of marketing, during the marketing process or on completion. This must include an Energy Performance Certificate (EPC) and, where gas is provided at the property, a current Gas Safety certificate.

3 Lettings

As described in [section 2.2.5](#), landlords who use an agent will have agreed the scope of work that the agent will provide. If the landlord has not instructed an agent to carry out the following tasks then the landlord is responsible.

3.1 Marketing and advertising

You must always act in good faith, with the standard of care and skill that is in accordance with honest market practice.

Before letting, you must obtain any consent needed – for example, joint owner, lender, insurance company, *superior landlord*, freeholder and local authority. You must also comply with the obligations and requirements of the various safety legislation, standards and regulations that apply to rented property.

If the owner of a leasehold property wishes to let, they must consider the terms of that property's lease to the immediate landlord and any covenants or other obligations that will need to be included in the tenancy agreement. You must draw these to the attention of potential tenants at the earliest appropriate opportunity.

You must not exert undue pressure on any potential tenant.

You must comply with the *Consumer Protection from Unfair Trading Regulations 2008*.

You should treat all tenants, prospective tenants, landlords and prospective landlords as consumers for the purposes of the regulations, unless they are clearly not, such as in the case of a limited company landlord or tenant.

You should refer to the Competition and Markets Authority's [Guidance for lettings professionals on consumer protection law](#) for further information and guidance.

You must take reasonable steps to ensure that all statements made about a property, whether oral, pictorial or written, are correct and are not misleading. The information must be provided in a clear and timely manner and must not omit or hide *material information*.

You must not engage in any unfair commercial practice by saying, doing or omitting to do something which causes, or is likely to cause, the *average consumer* to take a different transactional decision.

You must not engage in any of the 31 specific practices that the *Consumer Protection from Unfair Trading Regulations 2008* ban outright (see [Regulation 3 and Schedule 1 of the Regulations](#)).

Advertisements must comply with the Committees of Advertising Practice (CAP)'s [UK Code of non-broadcast advertising, sales promotion and direct marketing](#).

You must ensure that the property particulars and any advertisements include the alphabetical [Standard Assessment Procedure \(SAP\)](#) rating from the EPC.

You should explain all the possible tenancy options to the prospective landlord and tenant, including any potential for longer term lets. You should also explain that longer agreements may include rent review clauses to allow for changes in rent during longer fixed-term tenancies. If the agreement is for a fixed term of three years or more, the agreement must be executed as a deed. If you know that the property is only available in the short term, you should advise prospective tenants of this at the earliest opportunity, preferably before viewing.

'To let' boards must comply with [planning requirements](#).

For agents only

If asked to let a leasehold property, the agent must ask the *leaseholder* for full details of all covenants or obligations that may apply to the tenant and which must be incorporated in any tenancy agreement.

3.2 The Green Deal

You must disclose the existence of a *Green Deal* charge to a potential tenant at the earliest appropriate

opportunity using the prescribed wording in the [Statutory Instrument](#). You must obtain confirmation in writing from the tenant that they understand they will be:

- liable to pay the Green Deal plan and instalments; and
- bound by the terms of the Green Deal Plan.

3.3 Viewings

You must advise tenants of all material information and ensure that there are no misleading omissions from the information provided. This includes responses to questions from potential tenants.

When arranging for a potential tenant to view an already tenanted property, you must ensure that the existing tenant is given appropriate and reasonable notice (24 hours recommended) of the appointment and in accordance with any provisions within the tenancy agreement, unless other arrangements have been made with the agreement of the tenant.

When accompanying a potential tenant on a viewing, you should take appropriate steps to ensure the [personal safety](#) of all involved.

3.4 Agreeing the letting

You should ensure you understand the requirements of potential tenants and the flexibility on tenancy length offered by the *assured shorthold tenancy* to meet these requirements. Consideration should be given to the granting of longer tenancy agreements where this is appropriate for both parties.

You should provide tenants with a copy of [How to rent – the checklist for renting in England](#).

When negotiations are concluded, you should send written confirmation to the potential tenant setting out:

- the tenancy terms
- the costs that the tenant will be responsible for
- the deposit
- any holding deposit, clearly stating the basis of such a deposit and all associated terms and conditions
- the total sum required on signing
- any guarantor requirements, if applicable
- the methods of payment that could apply; and
- the procedure to follow when the tenant comes to sign the tenancy agreement.

3.5 References and checks

You must obtain the prospective tenant's consent before seeking a reference or carrying out a credit check.

You should take references that are in accordance with the individual circumstances of the tenant and should take care in validating their authenticity. You should keep a record of the steps you take to do this. You should ensure that you understand any additional requirements around obtaining a reference for a tenant in a selective licensing area.

You must make reasonable endeavours to check the lawful immigration status of any potential tenant or other persons living at the property where required to do so by law.

3.6 Inventory

Prior to the commencement of the tenancy, an appropriate inventory should be prepared. The principle items to be included in the inventory must be made clear to the potential tenant at the earliest convenient opportunity.

You can find further guidance about inventories in [A guide to best practice for inventory providers](#) published jointly by RICS, APIP, ARLA, Asset Skills and NAEA.

3.7 Formal agreement

The tenancy agreement should be written in plain, intelligible language. You must give a prospective tenant

enough time to read and understand the agreement before signing. You must give the tenant the opportunity to raise queries to clarify the rights and obligations of the tenancy agreement.

An appropriate payment method for the rent should be agreed with the tenant.

The tenancy agreement must be signed by the landlord or their representative. The counterpart tenancy agreement must be signed and dated by all of the tenants in order to come into effect. The tenant should be given the signed tenancy agreement. The landlord should retain the counterpart agreement.

Where letting to joint tenants, you should ensure that all tenants sign the tenancy agreement wherever possible. If this is not practical, someone else can sign on their behalf so long as they are duly authorised to do so and you have clear evidence of this authority.

Any guarantors must sign a written deed of guarantee that clearly states their obligations.

You should ensure the inventory is signed by or on behalf of the parties and dated.

You should provide the tenant with at least one complete set of keys that is recorded in the inventory.

You should consider identifying a lead tenant to whom key correspondence and enquiries are directed and who arranges rent payments. However, some legal documents need to be served on all tenants.

3.8 Tenancy deposits for assured shorthold tenancies

Tenancy deposits for assured shorthold tenancies must be protected in a Government-authorized scheme within the statutory timescale and otherwise in accordance with the [relevant scheme rules](#).

You should consider the amount of a deposit based on what is fair in relation to the potential liability the tenant has in relation to the property.

The tenancy agreement must make provision for the holding of any deposit, specifying:

- how the deposit is to be held; and
- who keeps any interest earned on it.

The tenancy agreement must also state why the deposit is being held and the circumstances in which it is to be released, in whole or in part.

The tenancy agreement should also state which tenancy deposit protection scheme the deposit is held under.

You must make *prescribed information* regarding the tenancy deposit protection scheme available to the tenant(s) within the statutory timescale of receiving the deposit. See www.gov.uk for further information. The tenant(s) must be given an opportunity to check and sign the prescribed information.

Where a deposit is held by an agent, this should be held as a 'stakeholder' on behalf of both parties. These matters should be made clear to the prospective tenant before the deposit is paid and the tenancy agreement is signed.

Where a deposit is held by an agent, deposit money must be dealt with in the same way as other client money (see [section 4.21](#)). The letting commission or other charges owed by the landlord to an agent must not be taken from the deposit.

The deposit must be released only in compliance with the terms under which it was originally held.

3.9 Company lets

Where residential properties are let to a company rather than an individual, the company is responsible for all of the tenant's obligations under the terms of the tenancy agreement in the same way an individual tenant would be. Company tenants are not treated as consumers under the relevant legislation. Agreements will not be an assured shorthold tenancy.

You should request sufficient details to legally identify the company, such as the company registration number and who may legally contract on behalf of the company.

You should be informed of the identity of the licensee of the tenant company. The tenancy agreement should allow the property to be occupied by the permitted occupier together with their family.

The tenancy agreement should include a clause making clear that money paid by the licensee towards the rent will be paid as an agent on behalf of the company and will not give the licensee rights as a company tenant.

4 Property management

4.1 General arrangements

You should always manage properties in a professional manner. If you are unsure what this entails then consider either undertaking accreditation or similar qualification yourself or using an accredited agent.

You should always manage properties in an open and transparent way, subject to maintaining confidentiality in respect of personal information.

You should advise tenants of your contact details for day-to-day tenancy management matters and should be available:

- to be contacted during normal working hours
- to meet tenants; and
- to inspect the property at reasonable times and intervals.

If requested, you should assist tenants in understanding their tenancy agreement or other terms of occupation by explanation or by referring them to www.gov.uk and to the [Citizen's Advice Bureau](#) for independent advice. You should not give advice about the tenant's legal rights, and should avoid a conflict of interest when giving any advice.

You should maintain appropriate records relating to the building and decide how long to keep them, taking account of periods of statutory limitation of action.

You should take steps to keep informed of developments in legislation affecting residential management to keep wholly within the law.

So far as it is reasonably practicable and consistent with statutory and contractual obligations, personal information must be kept confidential and must not be disclosed to other people without consent. It may be permissible to disclose information without consent in accordance with the advice of the Information Commissioner's Office (ICO). However, a privacy notice to the tenant may be required. You are required to register with ICO if you hold any personal data electronically (this would include holding a tenant's phone number in your own phone) or pass personal information to someone else, such as carrying out an immigration check with the Home Office. Almost all agents and landlords who do not use agents need to register with the ICO. Landlords who use agents for some or all of the letting and management process may need to register depending on personal information held and/or passed on. See www.ico.org.uk.

You should be aware of the local private rented sector licensing requirements in the area of the premises. This includes additional licensing, selective licensing and mandatory *Houses in Multiple Occupation* (HMOs) licensing and planning consent requirements (see [Licensing of houses in multiple occupation in England: a guide for landlords and managers](#)).

You must ensure that the property and all equipment meet the requirements of the relevant regulations and licensing.

You must not cause or permit a dwelling to be overcrowded.

4.2 Financial management

4.2.1 Client's money

Money held, deposits or rent collected for and on behalf of an applicant, tenant or ex-tenant, client or ex-client landlord is considered as client money.

You should keep adequate accounts and records to show all dealings with client money.

Client money should be held separately from landlord or agent money and you must be able to account immediately for all money held on behalf of a client or a tenant.

Clients' money should only be withdrawn from an account:

- where it is properly required for payment to, or on behalf of, the person entitled to it
- when meeting agreed costs
- for payment of any remuneration or reimbursement of expenses in carrying out services to which the landlord or agent is entitled, with the written agreement of the client
- in the exercise of any *lien* to which the landlord or agent is entitled
- for transfer to another client account; and
- when non-client money was used to open or maintain the account.

Otherwise, no deductions should be made from clients' money without that client's prior written permission. You should give sufficient notice prior to the deduction so they are able to object to it.

You should advise clients or tenants in writing that you are not liable to repay lost money through bank failure.

4.2.1.1 For agents only: client's money

You should keep adequate and up-to-date accounts and records to show that money has been paid into a dedicated client account and to explain all dealings with that money.

You should advise your client or tenant that the monies will be held in a designated client account and provide them with details of this account.

A client account should be in credit at all times. There must not be any borrowing from one client's fund to pay another client or those entitled to receive money from the latter's account.

The clients' money should be deposited into a [Financial Conduct Authority \(FCA\)](#)-authorised bank or building society.

Unless the client or tenant has agreed otherwise in writing you should credit interest earned on any client bank accounts to the appropriate client or tenant.

The letting commission or other charges due to the agent from the client must not be taken from a tenant's deposit. You must ensure at all times that the deposit is released only in compliance with the terms under which the deposit was originally held.

You should be a member of a clients' money protection scheme.

4.2.2 Proceeds of crime

You must report any suspicion that another person is engaged in money laundering or other related financial crime to the National Crime Agency (NCA) before proceeding with any transaction with that person.

4.2.3 Taxes

Landlords should ensure that HMRC is aware of rental income and deductions and that they pay the appropriate tax.

4.3 Tenancy management

You must levy rents and other charges and manage the property in accordance with the law and the clauses of the relevant tenancy agreement.

You must include the landlord's name and address on any written rent demand. Until such information is provided, rent is deemed not to be lawfully due from the tenant. If that address is not in England or Wales then you must notify the tenant of an address in England and Wales to which notices may be served.

You must give the tenant the landlord's name and address within 21 days of any written request. If the landlord is a company and the tenant requests more information after receiving the name and address of the landlord, the name and address of the directors and the secretary of the company must also be given to the tenant within 21 days of that request.

You should communicate promptly with the tenant, and any client as appropriate, on any important issues

or obligations relating to the use and occupation of the property, including material breaches of the tenancy agreement that you become aware of.

You should respond promptly to reasonable written requests from tenants for and, where appropriate, consents required under the tenancy agreement should be granted promptly. Where applicable under the terms of the tenancy when an application is refused, reasons should be given. Unless authorised by the tenancy or lease or, in the case of certain transactions accepted by the courts (e.g. subletting), you should not charge the tenant for considering an application or granting permission.

4.3.1 Actions following a new letting

You should assist the tenant with the necessary information to ensure that the tenant registers as the customer for services from the commencement of the letting in accordance with their obligations under the tenancy agreement.

Where utilities are metered, meter readings should be taken and recorded. The local authority should be informed of the date the letting commences for council tax and utility companies should be similarly advised for water, sewerage, gas and electricity, as appropriate.

4.3.2 Rent

4.3.2.1 Rent payments and review of rent

Rent demands (if used) should be clear and easily understandable by tenants. Avoid using codes and abbreviations if possible; if you do use them, they should be clearly explained.

You must provide a rent book if the rent is paid weekly and ensure that any rent book is kept up to date. Where payment of rent is handed over in cash, a receipt should be given. In other cases, a receipt should be given if requested. An annual statement of rent payments received should be made available to tenants on request.

Where rent review clauses are included in the tenancy agreement you must follow those procedures for any review of rent.

4.3.2.2 Local housing allowance and rent

Where appropriate, you should co-operate with a tenant's claim for local housing allowance/housing benefit/ Universal Credit and supply any necessary information promptly to ensure that the claim can be processed as quickly as possible.

You should ensure the tenant is made aware before signing any agreement that they are committed to pay the rent, whether or not they are entitled to receive local housing allowance/housing benefit and that they will be required to make up any shortfall of local housing allowance/housing benefit.

4.3.2.3 Arrears

Where rents are not received when due, you should communicate promptly with the tenant. Where housing support is being paid directly to the tenant, for example local housing allowance (LHA) or as part of Universal Credit, and payments cease or are varied, you should inform the local housing authority or the Department for Work and Pensions as soon as possible. Where housing support is paid directly to you and payments cease or are varied, you should notify the tenant as soon as possible.

You should keep channels of communication open with your tenants and encourage tenants to let you know if they are under financial difficulties. You should maintain contact with tenants in cases where arrears continue to accumulate and recommend that they seek independent advice (e.g. from the Citizens Advice Bureau, the [Money Advice Service](#), or a legal adviser).

A tenant must not be evicted without a possession order and following due process. If tenants are facing eviction and are threatened with homelessness (especially if they are vulnerable or there are children living with them) you should suggest they contact their local authority housing team for support in accessing alternative accommodation.

For agents only

If you are retained to collect rent, you should have a system in place to notify a client landlord promptly if rent becomes overdue. In the event of arrears, you must notify any rent warranty insurers promptly and ensure that the timescale for any rent warranty notification is met.

4.3.3 Service charge

If administering a service charge, refer to the RICS *Service charge (residential) management code* for guidance, as this is outside the scope of this Code.

4.3.4 Repairs and maintenance

You must take all reasonable measures to provide housing that is safe and without risks to health.

The duties of the parties should be stated in the tenancy agreement, as set out in relevant legislation.

You should be aware of repairing obligations imposed by statute and common law.

You must ensure a safe and healthy environment for the tenants and act upon demands for improvements by the local housing authority under the [Housing Health and Safety Rating System \(HHSRS\)](#).

You must be prudent in the selection of persons who are competent to perform repairs and maintenance on the property. You should take reasonable steps to ensure such contractors have:

- public liability insurance
- professional indemnity insurance, if appropriate
- relevant trade qualifications where required; and
- appropriate health and safety risk assessments and adopt safe systems of work.

You must also pass over any relevant health and safety information you hold to any contractor/designer, including regarding asbestos.

Matters of disrepair should be dealt with promptly and in a timely manner appropriate to their urgency, placing a priority on reducing any risk to people.

You should ensure tenants know how to report repair and maintenance issues and have an established procedure for dealing with urgent requests for repair work, particularly for out-of-office hours.

Tenants must never be evicted for simply requesting repairs to the property.

Landlords must keep the structure and exterior of the property in repair. If an agent is charged with this duty then, in the event that the agent is unable to carry out this duty for any reason, the duty must return to the landlord or otherwise provisions must be put in place for keeping the structure and exterior of the property in repair.

You must repair and keep in proper working order the installations for space heating and water heating, together with the installations for the supply of gas, water, electricity and drainage.

You must take reasonable care to maintain and repair paths, driveways and car parking areas so that they are safe to use. You must maintain and repair gutters, downpipes, drains and gullies.

You should ensure that tenants are [aware of their responsibility](#) to act in a *tenant-like manner* and to carry out minor repairs, such as replacing bulbs or clearing pipes or drains they have blocked.

When arranging repair and maintenance work on a let property, you must be aware that tenants are entitled to the quiet enjoyment of their homes and you must seek to minimise disruption.

You should consult tenants on the details and programme for carrying out such works, unless urgency or the tenancy agreement dictates otherwise. Works must be carried out to a reasonable minimum standard so that they do not need to be repeated within a short period of time relative to their nature and reasonable

expectations.

You should maintain accurate and complete records of all maintenance and insurance of the property and hold records safely for the required period of time.

For agents only

You should ensure that sufficient funds from the landlord are available prior to instructing a contractor. The method of payment should be agreed between all parties prior to works commencing.

You should disclose any commission you might receive from the contractor at the time that estimates are provided to the landlord.

For landlords only

If you use a managing agent, you should ensure that the agent is provided with sufficient funds to be able to commission agreed repairs/maintenance once an estimate has been accepted.

4.3.5 Health and safety and contractor management

You should inspect the property at appropriate intervals to identify whether or not there are any hazards or repairs that require attention. You should maintain a record of the inspections and any action required and taken.

You should seek to reduce any unacceptable health and safety risks that are identified.

4.3.6 Services

4.3.6.1 Fire safety and testing

You should have regard to the Local Government Association (LGA) LACORS [Housing – Fire safety](#) guidance. For larger buildings such as HMOs and buildings with common parts, you should have regard to the Department for Communities and Local Government (DCLG) document [Fire safety risk assessment: sleeping accommodation](#).

Where recommended in accordance with the above guidance, fire extinguishers and fire blankets should be provided and must comply with current British Standards. Where they are required they must be provided, including complying with HMO licence conditions.

Where required (any building where there are *common parts*) you must ensure that a fire risk assessment is carried out to identify and evaluate all fire risks to which anyone legally allowed on the premises could be exposed.

You must ensure that any furniture provided by the landlord complies with current regulations for fire safety.

All properties should be fitted with smoke detectors. Properties built after 1992 must be fitted with smoke detectors. Detectors must:

- comply with current British Standards
- be installed in accordance with the manufacturer's recommendations; and
- be kept in working order.

Tenants may be made responsible for replacing batteries by prior written agreement made at the start of the tenancy.

4.3.6.2 Carbon monoxide alarms

Carbon monoxide detectors should be provided in all properties where a gas or solid fuel appliance is present. Detectors must comply with current British Standards and be installed in accordance with the manufacturer's recommendations. The fitting of carbon monoxide detectors is mandatory when a new solid fuel burning appliance is installed.

4.3.6.3 Electrical

You should ensure that a competent electrician undertakes a full-fixed wiring test within 10 years of installation for new properties/full installations and it is recommended every five years thereafter. For HMOs the test must be undertaken every five years or as recommended by an electrician.

On any change of tenancy, you should check the fixed wiring installation for defects that are visually obvious to a non-qualified layman, including checking leads and plugs (unless the plug is of the moulded type).

You should provide an appropriate electrical certificate to the tenant.

You must ensure that all alterations/repairs/improvements to the fixed electrical system comply with the latest edition of Part P of the Building Regulations and the latest Institution of Engineering and Technology (IET) Wiring Regulations.

A competent person should undertake a portable appliance test (PAT) of all moveable electrical items or equipment provided by the landlord; for example, kettles, fridges, etc. as recommended in the HSE publication [Maintaining portable electrical equipment in low-risk environments](#), or at more frequent periods recommended by a competent person or as a result of a risk assessment.

If you are informed of a fault that could compromise safety, this should be dealt with immediately.

4.3.6.4 Gas

All gas appliances, flues, installation pipework etc. must be maintained in a safe condition in accordance with the *Gas Safety (Installation and Use) Regulations 1998*.

A gas safety check must be carried out every 12 months by a Gas Safe-registered engineer, and a record kept for two years. You must issue a copy of this safety check to each existing tenant within 28 days of the check being completed and to any new tenants before they move in.

You should ensure that new tenants understand how to turn off the gas supply in case of an emergency. If a fault is reported, this must be dealt with immediately.

4.3.6.5 Solid fuel

You must ensure the safety of solid fuel heating installations and carry out appropriate routine maintenance. You should maintain a record of servicing and work carried out.

4.3.7 Access

The tenancy agreement may stipulate the procedure for the routine inspection of the property by the landlord or agent. If this is not stated in the tenancy agreement, the property must be visited at normal times of the day, provided that reasonable written notice (at least 24 hours) has been given to the tenant.

If the tenant refuses access, you have no right to enter the property without a court order. To enter the property against the wishes of the tenant may be considered harassment.

The tenancy agreement should contain provision for entry in emergencies. In the event that you hold a spare key, entry should only be with the express consent of the tenant or in the case of a genuine emergency. Forced entry should only be considered:

- if it is an emergency event such as a fire
- in the event of problems with gas, electrics or escape of water that pose real risk of injury or significant damage to the property or adjoining properties; or
- in the event that the tenant is unavailable or does not respond and you have genuine reason to believe the property has been abandoned.

4.3.8 Harassment and unlawful eviction

Tenants are entitled to quiet and peaceable enjoyment of the property. You must not interfere with this right except with the tenants' agreement or in the event of an emergency. Locking the tenant out of the property,

cutting off services or otherwise interfering with the tenants' right to quiet and peaceable enjoyment is an offence.

4.3.9 Insurance

The insurance obligations of the parties should be set out in the tenancy agreement. The tenant should be made aware of their responsibilities and the scope and limitations in respect of any insurance held by the landlord in respect of the property.

Insurers should be notified of claims or potential claims at the earliest opportunity. Claim settlements should be treated as belonging to the persons suffering damage. Unless otherwise agreed, you should not deduct arrears or other payments due when passing them on to the claimant.

Any arrangements regarding payment of any excess should be clearly set out in the tenancy agreement.

Agents dealing with insurance issues should be mindful of the insurance regulations on regulated activities. See the Financial Conduct Authority (FCA) website (www.fca.org.uk) for further guidance. When a claim arises it should be processed promptly and appropriately. Agents may charge for this service, depending on the terms of engagement.

5 Terminating a tenancy

5.1 Bringing a tenancy to an end

On giving or receiving notice to bring a tenancy to an end, you should provide a tenant with general written guidance as to what steps need to be taken to prepare the property for the final checkout, handover of keys and other matters. You should draw the tenant's attention to any specific clauses or obligations within the tenancy agreement relating in particular to proposed deductions from the tenancy deposit but also, for example, to specified standards of cleaning etc.

If you serve a notice on a tenant to terminate a tenancy you must comply with the prescribed time limits. There should be a system in place to monitor the response from a tenant regarding the vacation of a property when notice has been served.

For agents only

You should inform a client landlord, promptly and in writing, of the receipt of a lawful notice from a tenant.

Where a tenant does not vacate a property on the due date, you should make reasonable efforts to ascertain the tenant's intentions as soon as practicable and before instigating possession proceedings through the courts.

For agents only

Where a tenant does not vacate a property on the due date, you should advise the client landlord promptly and co-operate fully and promptly with legal advisers acting for, or appointed on behalf of, client landlords.

Where appropriate, you must take steps to notify any legal protection or expenses insurer.

All keys and fobs relating to the tenanted property should be received or collected on the day the tenancy terminates.

5.2 Once the property has been vacated

The vacated property should be inspected within 24 hours of vacation, or on the next working day, to establish whether it has been returned to the landlord in the condition specified in the tenancy agreement. The tenant should be given a reasonable opportunity to attend the inventory checkout.

The local authority and utility companies should be notified of the change in, or discontinuance of, occupation.

In obtaining estimates for restoring the property and contents, all actions should be duly recorded. You must make proper allowance for fair wear and tear and no claim can be made for any deterioration which is fairly attributable to fair wear and tear. You should seek guidance from the relevant tenancy deposit scheme.

The tenant's deposit should not be refunded until the final inspection has taken place and you are satisfied that the deposit should be refunded. Deposit sums not in dispute should be refunded to the tenant within a reasonable time (in accordance with the scheme rules) from the end of the tenancy. Any balance remaining should be refunded within a reasonable time (in accordance with the scheme rules) after reaching agreement between the parties of what is to be refunded or after the decision of the tenancy deposit scheme adjudicator.

The grounds for any retention from the deposit must be provided to the former tenant in writing, if requested, and in compliance with tenancy deposit legislation and the requirements of the relevant tenancy deposit protection scheme.

You should refer disputes about the return of tenancy deposits to the relevant tenancy deposit protection scheme.

6 Tenancy renewals and changes

If necessary, you should seek legal advice in connection with company tenancies, as the legal requirements will differ from lettings to individuals.

You must be clear and transparent about all fees payable and potentially payable to you by a tenant in all and any circumstances prior to that tenant making a transactional decision to enter into a contractual relationship with you in the first place, i.e. before the tenancy is entered into.

For agents only

Where a tenancy is to be renewed you should satisfy yourself that all the necessary consents including from lenders and superior landlords have been obtained.

You must be clear and transparent to the client about all fees payable and potentially payable on any tenancy renewal or change to a tenancy prior to that client making a transactional decision to enter into a contractual relationship with you in the first place.

Where the tenancy is to be renewed by contract, a procedure should be in place for consulting the landlord well in advance of serving statutory notices.

For landlords only

Where a tenancy is to be renewed you should obtain all the necessary consents including from lenders, superior landlords.

7 Additional responsibilities for the management of multi-let buildings and common parts

7.1 Health and safety

Note: In sections 7.1.1–7.1.6 the terms ‘responsible person’ and ‘you’ do **not** refer to the person responsible for the maintenance and management of the building but are defined by the *Health and Safety at Work etc. Act 1974* as being the person responsible for all health and safety matters in regard to the building.

7.1.1 Health and safety risk assessment and policy

Health and safety risk assessments and policies vary significantly in scope and proportionality depending on the building and individual circumstances. While legal responsibilities and liabilities are absolute, the required actions to ensure compliance should be proportionate to the individual circumstance.

A competent ‘responsible person’ as defined by the *Health and Safety at Work etc. Act 1974* must be appointed and that person must be clear as to their responsibilities and liabilities.

A health and safety risk assessment of any common parts must be carried out by a suitably competent person.

The risk assessment and the subsequent health and safety policy must be proportionate in scope to the property and circumstances. You must continually ensure the scope of the risk assessment has not changed; for example, if the building is let to individuals who are unusually vulnerable or have special needs. The health and safety policy must address lone worker safety.

All recommendations of the risk assessment and policy must be carried out, with appropriate records kept safely to demonstrate compliance.

You should put a monitoring process in place to ensure the requirements of the risk assessment and policy are being met at all times and that suitable training is provided to individuals to ensure and demonstrate that they are competent to carry out their duties to satisfy the requirements of the assessment.

The risk assessment and policy must be reviewed at the appropriate intervals as recommended by the risk assessment author.

You must put in place a system of contractor control to ensure that all hazards and requirements identified in the risk assessment and policy are drawn to the attention of any party that needs to know that information; for example, staff or contractors working at the building. You must instigate an appropriate system of ensuring contractor compliance with the building’s health and safety risk assessment and policy.

Where appropriate you must ensure that contractors carry out their own risk assessments and maintain their own health and safety policies.

7.1.2 Risks specific to common area management

Risk assessments must be considered for:

- the operation of mixed use areas, including waste disposal and car parking
- car park and personnel gates, both in terms of operational safety and means of escape in the event of fire
- gym, pool, leisure and common rooms
- cycle parking or bike stands; and
- lifts including maintenance and operation in the event of fire.

7.1.3 Asbestos

An asbestos risk assessment must be carried out to common parts. You should take reasonable measures to identify the presence and assess the risk of asbestos to let areas. If appropriate, depending on

circumstances such as the age and history of the building, an asbestos survey should be carried out with all recommendations adhered to. You must draw the attention of occupiers, contractors and others at potential risk to the presence of any asbestos and take all necessary measures to ensure the risk is managed safely.

7.1.4 Fire safety

You must carry out a fire risk assessment and implement all recommendations.

You must formulate and maintain a method of monitoring that all recommendations are continually adhered to, for example maintaining clear escape routes and signage. You must be vigilant to any change in on-site conditions that may require a re-assessment of risk, for example the loss of an assembly area.

7.1.5 Water safety

You should clearly understand the ownership and maintenance responsibilities of the water supply(ies) to the building. Where you are responsible for the maintenance of the supply, you must instigate a programme of maintenance in accordance with your health and safety risk assessment to ensure the supply is clean and fit for its intended purpose. A risk assessment for the control of legionella bacteria must be carried out and all recommendations should be adhered to.

7.1.6 Crisis management

You should develop an appropriate policy and procedure for dealing with emergencies and crisis management. In addition to procedures to follow in the event of an emergency, this should include:

- record keeping
- reporting lines
- insurers' details
- press and communication procedures; and
- counselling.

7.2 Disposal of waste and recycling

You should provide adequate means of storage of waste so as to prevent a risk to health and hygiene.

You should, as required by the local authority or waste removal contractor, provide adequate means of separation of waste by type, including for recycling, and provide clear signage and guidance for tenants on the requirements for waste separation as appropriate.

7.3 Staff management

You should notify tenants of any change in staff who are the tenants' main point of contact.

7.4 Noise

You should seek to reduce disturbance to residents from noise; for example, noisy mechanical and electrical installations or hard surface floors in inappropriate locations.

You should ensure that the right to quiet and peaceable enjoyment of the accommodation is incorporated into the tenancy agreement and that the agreement imposes that obligation on tenants for the benefit of other residents.

7.5 Mixed tenure schemes

Where properties include affordable or social housing alongside private housing, arrangements should be established with the registered provider (of the social housing) for exchange of information and your attendance at joint management meetings.

7.6 Disputes

You should put in place policies and procedures for handling disputes and complaints of nuisance between

occupiers. These procedures should be made available, their existence made known and the response times for their various stages included. All parties should be dealt with fairly.

Disputes should be resolved by informal means where possible before turning to any formal provision in the tenancy agreement. Where not provided for in the tenancy agreement, *alternative dispute resolution methods* may be suggested, rather than litigation, as a means of settling particular disputes.

7.7 Security

You should provide adequate security measures, procedures and systems to common parts and living spaces for the protection of residents, visitors and possessions.

You should make reasonable efforts by way of referencing and vetting procedures to ensure that staff and workers employed in a building are fit and proper persons appropriate to their role and level of responsibility and supervision.

You should provide appropriate means of holding mail and deliveries until collected by the tenant.

Appendix A: Glossary of terms

This glossary gives definitions of key terms used in the Code.

| | |
|---|--|
| Agent | A company or individual employed to let or manage residential property on behalf of a landlord. |
| Alternative dispute resolution methods | This can include mediation, conciliation and arbitration. |
| Assured shorthold tenancy | As defined by Chapter II of the <i>Housing Act 1988</i> (as amended). |
| Average consumer | <p>A consumer who is reasonably well informed and reasonably observant and circumspect, taking into account social, cultural and linguistic factors. It is someone who takes reasonable care of their own interests.</p> <p>This definition can change depending on the target of a particular business or of a marketing campaign. The average consumer will then relate to a member of that target group. A full definition can be found in regulation 2 of the <i>Consumer Protection from Unfair Trading Regulations 2008</i>.</p> |
| Client | A person or organisation who has instructed you or your organisation to act on its behalf. |
| Client's money | Money held on behalf of client landlords and deposits or money held for and on behalf of tenants or potential tenants. |
| Clients' money protection scheme | A compensation scheme to protect client's money. |
| Common parts | Any part of a building containing the property and any land or premises which the tenant is entitled under the terms of the tenancy to use in common with the owners or occupiers of other dwellings. |
| Company let | When a company rather than an individual takes on a tenancy or a tenancy agreement as the 'tenant'. An employee of the company then occupies the premises as a licensee of the tenant. |
| Conflict of interest | Where an agent acts for clients who have competing interests or where an agent's personal interests conflict, or could potentially conflict, with those of the client or tenant. |
| Consumer | Anyone who is acting outside their trade, business or profession. This can include clients, potential clients, landlords, potential landlords, tenants, potential tenants and others identified within regulation 2 of the <i>Consumer Protection from Unfair Trading Regulations 2008</i> . |
| Green Deal | A Government initiative to encourage the take-up of energy efficiency measures in existing properties by a loan repaid through the energy bill for a property. |

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| House in Multiple Occupation (HMOs) | A property such as a shared house, bedsits or a hostel, where three or more unrelated individuals share any of the basic amenities (kitchen, bathroom or WC). It includes a block of converted flats not complying with the 1992 or later Building Regulations if more than one-third of flats are rented out. Larger HMOs are subject to mandatory licensing and others may be designated for additional HMO licensing. |
| In writing or written | Typed or handwritten text, email, fax or in Braille. |
| Leaseholder | A tenant of a long leasehold property. |
| Letting agent | A company or individual employed to let or manage residential property. |
| Lien | A right to keep possession of property belonging to another person until a debt owed by that person is discharged. |
| Material information | The information that the average consumer needs according to the context to take an informed transactional decision (as defined in section 6(3) of the <i>Consumer Protection from Unfair Trading Regulations 2008</i>). |
| Misleading omissions | Omissions which cause the average consumer to make a different transactional decision. |
| Must | Required by law. |
| Prescribed information | This includes: <ul style="list-style-type: none"> • the name of the deposit protection scheme • the address of the property • the amount of the deposit • a leaflet explaining the scheme • the scheme's procedures for payment and repayment • dispute procedures; and • dispute resolution facilities available. |
| Private rented sector Definition from the English housing survey 2011–12 administered by DCLG | 'Households are typically grouped into three broad categories known as tenures: owner occupiers, social renters and private renters. The tenure defines the conditions under which the home is occupied, whether it is owned or rented, and if rented, who the landlord is and on what financial and legal terms the let is agreed. <ul style="list-style-type: none"> • owner occupiers: households in accommodation which they either own outright, are buying with a mortgage or are buying as part of a shared ownership scheme. • social renters: this category includes households renting from Local Authorities (including Arms Length Management Organisations (ALMOs) and Housing Action Trusts) and Housing Associations, Local Housing Companies, co-operatives and charitable trusts. |

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| | <p>A significant number of Housing Association tenants wrongly report that they are Local Authority tenants. The most common reason for this is that their home used to be owned by the Local Authority, and although ownership was transferred to a Housing Association, the tenant still reports that their landlord is the Local Authority. There are also some Local Authority tenants who wrongly report that they are Housing Association tenants. Data from the EHS for 2008-09 onwards incorporate a correction for the great majority of such cases in order to provide a reasonably accurate split of the social rented category.</p> <ul style="list-style-type: none"> • private renters: this sector covers all other tenants including all whose accommodation is tied to their job. It also includes people living rent-free (for example, people living in a flat belonging to a relative). <p>In places, the report differentiates between market and non-market renters:</p> <ul style="list-style-type: none"> • market renters: households with assured or assured shorthold private tenancies. Under the 1988 Housing Act, all tenancies starting after the 14th January 1989 are Assured (including Assured Shorthold) unless they fall into one of the excluded categories, for example business lettings or lettings by resident landlords. Before March 1997, tenants had to be given a notice in writing to say that a tenancy was an Assured Shorthold. From March 1997, the rules changed and all new tenancies were Assured Shortholds unless the agreement specifically stated that they were not. Assured Shorthold lettings are for a fixed period of six months or more. The landlord can regain possession of the property six months after the beginning of the tenancy provided that two months notice is given. In the case of an assured letting the tenant has the right to remain in the property unless the landlord can prove grounds for repossession. The landlord does not have an automatic right to repossess the property when the tenancy comes to an end. • non-market renters: households with all other types of private rental tenancies including those with rent-free tenancies and tied accommodation (that is tied to employment).’ <p>Crown copyright material is reproduced under the Open Government Licence v2.0 for public sector information: www.nationalarchives.gov.uk/doc/open-government-licence/version/2/</p> |
| Residential property | Property used as living accommodation. |
| Responsible person | Person with the responsibility for the letting or management of a residential property. This could be the landlord, managing agent or letting agent. |
| Should | Recommended best practice. |
| Stakeholder <i>(Definition from Tenancy deposit scheme for lettings agents and corporate landlords membership rules, TDS, 2012)</i> | ‘Any person or body who holds the Deposit at any time from the moment it has been paid by the Tenant until its allocation has been agreed by the parties to the AST, determined by the ADR process, or ordered by the court.’ |

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| Superior landlord | An entity that owns the interest in the premises, which gives that entity the right to possession of the premises at the end of the landlord's lease. Sometimes called a head lessor or freeholder. |
| Subagency | Instruction of a separate or related firm to provide agency services to the landlord on behalf of the principle agent. |
| Tenant | A leaseholder on a short lease (usually assured shorthold or assured tenancy). |
| Tenant-like manner | <p>In <i>Warren v Keen</i> 1953, Lord Justice Denning said the tenant is under an obligation:</p> <p>'to use premises in a tenant-like manner [...] the tenant must take proper care of the place. He must, if he is going away for the winter, turn off the water and empty the boiler. He must clean the chimneys, when necessary, and also the windows. He must mend the electric light when it fuses. He must unstop the sink when it is blocked by his waste. In short, he must do the little jobs about the place which a reasonable tenant would do. In addition, he must, of course, not damage the house, wilfully or negligently; and he must see that his family and guests do not damage it; and if they do, he must repair it. But apart from such things, if the house falls into disrepair through fair wear and tear or lapse of time, or for any reason not caused by him, then the tenant is not liable to repair it.'</p> <p>Crown copyright material is reproduced under the Open Government Licence v2.0 for public sector information: www.nationalarchives.gov.uk/doc/open-government-licence/version/2/</p> |
| Transactional decision | A decision by a consumer relating to a potential or actual transaction and the decision points relating to this. Examples include decisions to accept an offer, view a property or commission a survey (defined in regulation 2 of the <i>Consumer Protection from Unfair Trading Regulations</i> 2008). |
| You | The responsible person. |

Appendix B: Landlord's checklist

The following checklist is provided for inexperienced landlords to give a summary of some of the key aspects of this Code that they should follow. However, it is important that you read the whole Code to be familiar with all its suggested best practice and legal requirements.

- 1 Only use an agent that is accredited. This will provide valuable protections to you and your tenants (see [section 2.1](#)).
- 2 Be clear about all fees that tenants will have to pay you and your agents, and be proactive in making tenants aware of these in advance of them making a decision to take or renew a tenancy (see [section 2.2.6](#) and [section 2.2.7](#)).
- 3 You, or your agent, will have to provide tenants with various documents at different stages of letting the property. This must include an Energy Performance Certificate (EPC) and, where gas is provided at the property, a current Gas Safety Certificate (see [section 2.2.9](#)).
- 4 Make sure you advertise your property honestly and in accordance with the law. Do not mislead prospective tenants (see [section 3.1](#)).
- 5 Provide tenants with a clear written tenancy agreement, agree an inventory, and if you are taking a deposit make sure it is taken in accordance with the law and that relevant documents are served on time. (see [sections 3.6 to 3.8](#)).
- 6 Provide tenants with contact details, including a telephone number they can use in case of an emergency (see [section 4.1](#)).
- 7 Keep informed of developments in legislation affecting residential management so you keep wholly within the law (see [section 4.1](#)).
- 8 Be clear who is responsible for various bills and co-operate with your tenant to ensure they are only getting charged for their usage of the property (see [section 4.3.1](#)).
- 9 It is your responsibility to keep the property you rent out safe and in good repair. Be proactive in maintaining your property. You or your agent should let your tenant know how they can report repairs and should respond promptly and prioritise according to urgency (see [section 4.3.4](#)).
- 10 Houses in Multiple Occupation may require additional services/standards (see [section 4.3.6](#)).
- 11 You should provide working smoke and carbon monoxide alarms and test electrical wiring at least every 10 years. You must test the electrical wiring every five years for certain Houses in Multiple Occupation, You must arrange an annual gas safety check where gas is present (see [section 4.3.6](#)).
- 12 You cannot enter your tenant's home unless invited or with prior permission. You should give at least 24 hours' notice. Be specific in the tenancy agreement about what will happen in an emergency if you need access (see [section 4.3.7](#)).
- 13 Provide your tenant with clear instructions on what they should do at the end of a tenancy. Inspect the property within a day if possible. Make sure any deposit is released in accordance with the rules of the tenancy deposit scheme it is held under (see [sections 5.1 to 5.2](#)).
- 14 Monitor health and safety according to occupation. If one of your tenants is a vulnerable member of society, for example they are elderly or very young, it may mean you have to consider additional health and safety requirements (see [section 7.1](#)).
- 15 Provide tenants with a clear means of making complaints, including any dispute resolution schemes or mechanisms you are a member of. Ensure tenants are aware of the standards of behaviour they should follow and how they will be dealt with if they fail to meet such standards (see [section 7.6](#)).

Appendix C: Legislation referred to in this Code

Business Protection from Misleading Marketing Regulations 2008

Consumer Protection from Unfair Trading Regulations 2008

Gas Safety (Installation and Use) Regulations 1998

Health and Safety at Work etc. Act 1974

Housing Act 1988

Housing Act 2004

Supply of Goods and Services Act 1982

Unfair Contract Terms Act 1977

Unfair Terms in Consumer Contracts Regulations 1999



Department for
Communities and
Local Government

Draft Tenants' Charter

Guidance note for discussion

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A Tenants' Charter

This charter aims to help more than nine million people who live in the private rented sector in England have a better understanding of what they can expect and, if something goes wrong, where to go for help. If you are a tenant in the social sector, advice is available on the government's website for local authority tenants at: www.gov.uk/council-housing and for housing association tenants at: www.gov.uk/housing-association-homes. If you are planning to rent in London then if you choose a landlord or agent who has signed the London Rental Standard you will be guaranteed a minimum level of service.

This guidance is not exhaustive and you should always seek advice on any specific situation that arises. But it does set out the basics that all private sector tenants in England should consider before and during their time in a rented home.

You should note that the guidance in the Charter only relates to the normal tenancy type in England, known as an Assured Shorthold Tenancy (or "AST"), and is aimed at tenants renting from private landlords. If you have a private landlord, you are likely to be an assured shorthold tenant if:

- your tenancy began on or after 28 February 1997
- your house or flat is let as separate accommodation and is your only or main home.

If you are unsure about what type of tenancy you have, you can find further detailed guidance at: www.gov.uk/private-renting-tenancy-agreements/tenancy-types

What you can expect

Questions to ask before you agree to rent a property

Before renting a property, you should check that the landlord is aware of and obeying the law.

The following key questions will give a good indication:

- **Ask to see the gas safety certificate.** If there are gas appliances in the property, a landlord has to have an annual gas safety check carried out by a Gas Safe registered engineer.
- **Ask the landlord whether there is a record of any electrical inspections.** There is no legal requirement to have an electrical safety certificate but the landlord does have a duty to keep electrical installations in proper working order and to ensure that any electrical equipment supplied with the property is safe.
- **Ask to see the Energy Performance Certificate (EPC).** Every rented property must have an up to date Energy Performance Certificate which will provide a rating of the property's energy efficiency. It should be available on request.

- **If your landlord is asking for a tenancy deposit, then check where your deposit will be protected.** Landlords are required to protect the tenancy deposit in a government approved scheme.

You should also visit the property before renting and make a few basic checks:

- **Outside.** Is the building generally in good repair? Landlords are required to maintain the exterior of the building, including external pipes, drains and guttering. If there is a garden, then agree who will be responsible for looking after the garden, and what will be required.
- **Inside.** Do the light switches work? Does water come out of the taps when you turn them on? Is the heating adequate? Landlords are not required to have formal inspections of the electricity or water supply. But they are supposed to maintain them all to a reasonable standard. Is the property being let furnished, partly furnished or unfurnished and exactly what appliances and furniture will be included?
- **Security.** Do all the doors and windows open and close properly? Are they secured with effective locks? Have smoke detectors and carbon monoxide detectors been installed, and are they working? It is a legal requirement for there to be a smoke detector in Houses in Multiple Occupation and it is regarded as best practice for all private rented accommodation - they are a low-cost measure that could make a real difference to your safety.

If you are, or are considering, renting a property through an agent, you should be aware that:

- **Letting and property management agents should be transparent about their fees.** This means that they must tell you what **all** their fees are upfront and before you have committed to anything including visiting a property. If in doubt ask what charges and fees you will be liable to so you know what you will have to pay should you decide to rent the property.
- **Agents will shortly have to be members of a redress scheme.** Government is making it compulsory for all letting and property management agents to be a member of a Government approved redress scheme. This means that if you are unhappy with the way that the agent has dealt with your complaint you can complain directly to the agent's redress scheme and if your complaint is upheld you could receive compensation.
- **All agents who belong to SAFE agent** have client money protection. This means that your money will be protected if the agent goes out of business, so look for the SAFE kitemark.

If you are, or are considering, renting a property through a landlord:

- **Look for landlords who belong to an accreditation scheme.** Accredited landlords will have signed up to meet certain standards and will offer good quality

and well managed accommodation. Your local council can advise you about accreditation schemes operating in your area.

Many landlords and letting agents will want to check the identity, credit status and/or seek references for prospective tenants. So it is a good idea to have your identification documentation and references ready when you start looking for a home to rent. Landlords or their agents may also need to check that you have the right to be in the country before agreeing to rent you a home. If you are in any doubt about this, or need to know which documents you might be asked for, then you can contact the Home Office.

Once you have decided to rent a property, there are a few further things you should do as you start the tenancy:

- **Make sure you have a written tenancy agreement.** You don't need a written tenancy agreement in order for the tenancy to be valid, except for fixed-term tenancies of more than 3 years. However, it's the best way to be sure that both you and your landlord will be clear from the start on matters such as how long the tenancy is for and arrangements for paying the rent. You can compare your tenancy agreement with the **model tenancy agreement** to understand which clauses in your agreement are in every agreement, which are optional but standard and which are unique to your agreement. Many landlords and letting agents will use their own standard terms in the tenancy agreements they offer. The Unfair Terms in Consumer Contracts Regulations 1999 will usually apply to standard terms in tenancy agreements and this means that the terms must be fair and transparent. The Office of Fair Trading has published guidance on unfair terms in tenancy agreements; <http://www.offt.gov.uk/about-the-offt/legal-powers/legal/unfair-terms/guidance> **Make sure you have read and understood the agreement before you sign (you can seek advice from the Citizens' Advice Bureaux or Shelter if you are not sure about something).**
- **If you have not been given a written tenancy agreement** You have a legal right to ask your landlord for a written statement of the main terms of the tenancy which the landlord must provide within 28 days of receiving your request. This request must be made in writing and the terms you can ask for are the date the tenancy began, the amount of rent payable and the dates on which it should be paid, any rent review arrangements and the length of any fixed term that has been agreed.
- **Consider the length of the tenancy.** Most tenancies have an initial fixed term which you should agree with your landlord. If you want a family friendly tenancy then so long as your landlord agrees, this fixed term could be for a number of years – the model tenancy agreement includes standard clauses for family friendly tenancies. Remember that if you agree to a long fixed term without a break clause, you are committed to staying for that length of time unless you can negotiate with your landlord to end the tenancy early. If you leave early without the agreement of your landlord you are likely to be liable to paying rent for the remainder of the fixed term. Just because the fixed term ends, doesn't mean that you will have to leave. If you pay your rent on time most landlords will want to continue your tenancy, and most tenancy agreements will continue automatically on a rolling basis (known as a periodic tenancy) once the fixed term expires.

- **Consider whether the tenancy meets your needs.** For example, some landlords do not accept tenants with children or pets.
- **Agree an inventory (or check-in report) with your landlord.** An inventory records the condition of the property (including its cleanliness) and its contents before you move in. It will make things easier if there is a dispute about the deposit at the end of the tenancy. **Try to be present when the inventory is taken so that you can be sure that you agree with what it says.** Make sure it is sufficiently detailed and consider taking photographs of any features that you think could be disputed at a later stage (for instance existing damage to the walls, floor coverings, furniture etc).
- **Agree who will be responsible for utilities (such as electricity, gas and water) and council tax.** Normally, these will be your responsibility, and you will need to agree arrangements with the landlord for having them transferred into your name and (where relevant) for the meters to be read.
- **Make sure you know the basics about the property** such as how to operate the boiler, where the manuals for any appliances that come with the property are. Make sure that you know the location of the stop tap, fuse box and the electric, gas and if appropriate water meters.
- **Make sure you have the correct contact details.** Landlords are required by law to provide contact details to a tenant who makes a written request either to the landlord's agent or to the person who receives the rent. It is important that you can contact your landlord or their agent throughout the tenancy so do make sure that you have your landlord's address and two contact telephone numbers (mobile and landline) as well as an email address.

What you should expect during the tenancy

Both you and your landlord have some responsibilities during the tenancy the main ones are outlined below. If you want to know more about the rights and responsibilities of managing a property then further detail will be available shortly in the code of practice for management of residential property.

Landlords should:

- **Provide a rent book** if you pay rent on a weekly basis.
- **Protect the tenancy deposit.** If there is a tenancy deposit, then the landlord is legally required to protect your deposit within 30 days of receiving it. Within the same 30 days they must also provide you with information that confirms which government authorised scheme your deposit has been protected with. You should keep this information in case you need it at the end of the tenancy.
- **Maintain the property.** The landlord is required to keep the structure and exterior of the property, all services (water, electricity, gas) and any appliances and furniture that they have provided in working order.

- **Carry out repairs.** You should always report damage or if something is not working to the landlord (or their agent). They should then make arrangements to make repairs that should be carried out within a reasonable time. You need to be realistic about how quickly this will take place. Some things (for instance, a gas leak) are urgent and should be dealt with very quickly. Others (a broken drawer) might be less urgent and take longer.
- **Arrange an annual gas safety check.** Your landlord is required to arrange for all gas appliances to be checked every year. You should be able to see a certificate from a Gas Safe engineer which shows a check has been done.
- **Give reasonable notice of any necessary visits.** The law entitles you to enjoy your home in privacy. This means that the landlord cannot just walk in whenever they like. But in order to comply with his or her repairing obligations the landlord may need to visit in order to carry out any necessary inspections and repairs. If so, the landlord should contact you to give reasonable notice and arrange a suitable time. The minimum notice required by law is 24 hours' notice in writing to enter the property at reasonable times of the day.
- **License the property if required to.** In some cases, particularly shared housing, the landlord may be required to obtain a licence from the local authority. This is your landlord's responsibility, not yours, but it may have health and safety implications if a landlord has not obtained a licence for a property that should have one. If you are concerned that your home is not licensed when it should be, contact your local authority.

You, **the tenant**, should:

- **Pay the rent on time,** even where you think the landlord is not keeping to the tenancy agreement. You will be in breach of your tenancy agreement if you do not and that might lead to you losing your home.
- **Look after the property.** You have an obligation to use the property in a responsible way. However, you should not attempt repairs or decorations without permission from your landlord unless your tenancy agreement permits you to. It is therefore important to check your tenancy agreement carefully before making any alterations to the property.
- **Not be a nuisance to your neighbours.** Your landlord could evict you for anti-social behaviour if you create problems like excessive noise or mess. In serious cases, other parties such as the police or local authority could also apply to the courts to have you excluded from your property.
- **Not take in a lodger or sub-let without permission.** Some landlords will be happy for you to take in a lodger, or to sub-let all or part of the property to someone else if you are not going to be there. This should be set out in your tenancy agreement, but if you are in any doubt you should check with your landlord. In future, you may be required to check that people you want to take in as lodgers or sub-tenants have the right to be in the country.

Ending the tenancy

Most tenancies end because the tenant wants to move. But, regardless of whether you want to move on or your landlord needs to regain their property, there are things that both of you must do at the end of the tenancy:

- **Notice.** Your tenancy agreement should include what notice you must provide if you want to leave the property. If you want to leave before the initial fixed period is complete or without notice, you may have to pay rent to the landlord for the remainder of the fixed term or during the relevant notice period. If the landlord wants you to leave, he is normally required to give you two months notice.
- **Return of deposit.** Your landlord should arrange to inspect the property to check whether any of the tenancy deposit should be deducted to cover damage or cleaning costs (a “check-out inventory”). Make sure that the property is tidy and clean and try to be present during the inspection so that you can agree or explain any damage. In assessing the condition of the property, allowances must be made for fair wear and tear. The deposit should be protected by one of the government approved tenancy deposit schemes who all offer a free dispute resolution service. So it will not be possible for the landlord to simply keep the deposit without your agreement and you should be provided with a list of deductions, if any, and the reasons for them.
- **Rent.** Make sure that your rent payments are up to date. Your deposit will be handled separately so do not hold back all or part of the rent in the expectation that it will be taken out of the deposit. Doing this may also affect your references.
- **Bills.** Do not leave bills unpaid when you leave. You will still be expected to pay back any money owed and it might have an impact on your references and credit rating.
- **Keys.** Make sure you return all the keys. The landlord may charge for any missing keys.
- **Remove all your possessions and give a forwarding address.** The landlord will be entitled to dispose of any of your possessions left in the property after, typically, 14 days. Leaving a forwarding address will help if you happen to forget something.

If something goes wrong

Most tenancies run smoothly. But sometimes things can go wrong. This section sets what you can do and who you can ask for help if you encounter a problem.

Your rights

There are legal protections in place for the most common problems that you may experience:

- **If the property is in poor condition.** Your landlord has a responsibility to maintain the property to a reasonable standard. If your landlord refuses to do this, local authorities have powers to deal with health and safety hazards and can force the landlord to take steps to remove serious hazards. In order to get help you should contact the Environmental Health Department at your local authority.
- **Rent increases.** Your landlord will be entitled to charge you a market rent and to increase it by agreement, or as set out in your tenancy agreement, or (where you have a statutory periodic tenancy) by following a procedure set out in law which requires the landlord to serve a notice on you. If you think that your rent is out of step with rents for other similar properties in your area, you can appeal to the First-tier Tribunal (Property Chamber) – previously known as a Rent Assessment Committee.
- **Unwanted visits and harassment.** If your landlord is visiting the property unannounced or is harassing you, you should contact your local authority.
- **Eviction.** If your landlord wants you to leave the property, they must follow the right process including providing the right amount of notice. Your landlord cannot evict you without a court order and should not behave in such a way as to force you out of the property, for instance by changing the locks or using threatening or harassing behaviour. If you think that your landlord is evicting you illegally, you should first get legal advice. Ultimately, the police can step in to protect you. If you are served with a possession order made by the courts, you should comply with the terms of the notice. Whether or not the eviction is legal, if you are concerned about finding another place to live, then contact the Housing Department of your local authority.
- **If your landlord refuses to return the tenancy deposit.** Tenancy deposits taken on assured shorthold tenancies which started after 6 April 2007 must be protected with a government approved scheme. If the deposit is not protected, your landlord will have broken the law and you should get legal advice about the action you may be able to take against your landlord. If the deposit has been protected, you will have received details of which scheme is involved. You should alert the scheme if you are unhappy with the amount of deposit which your landlord is proposing to return. All the schemes offer a free independent adjudication service, or you can choose to go to the Courts. Where there is a dispute the scheme will not release the deposit until a decision has been taken by the adjudication service (or by the courts) unless both you and your landlord (or their agent) reach agreement and give permission. You should remember that it is the landlord's responsibility to make a case for holding on to all or part of the deposit.
- **Discrimination** - landlords cannot refuse tenants because of sex, race or disability, however, landlords do sometimes refuse to take tenants on housing benefit. This may be because buy to let mortgages or insurance policies sometimes contain terms which prohibit the letting of a property to a housing benefit claimant. If you cannot find suitable accommodation in the private rented sector, you are entitled to obtain help from your local authority who will hold lists of available landlords.

Making sure the protections work

The government is committed to ensuring that the safeguards we have put in place for tenants work properly. Here are some examples of how tenants been able to use them to protect themselves against bad landlords.

Tenancy deposit protection

A landlord claimed for the cost of redecorating a hallway on the basis that the tenant had redecorated the area during the tenancy without permission. The tenant claimed that the landlord had given permission to repaint various areas, including the hallway, because he had been unable to do the work himself before the start of the tenancy. Although the tenant was unable to provide evidence, based on the check out and check in reports, the adjudicator took the view that the area was in better condition at the end of the tenancy than at the beginning. The whole deposit was returned to the tenant.

Before the introduction of tenancy deposit protection, the landlord would have been able to keep the tenant's deposit unless the tenant took them to court.

Hazardous property conditions

A family moved into a recently decorated flat. Some months after moving in, they noticed mould growing in the kitchen and bathroom. The landlord told them that this was the result of excessive use of cooking and bathing facilities and failure to wipe the surfaces afterwards, and provided them with a dehumidifier. Concerned about the health implications for her children, one of whom was asthmatic, they called their local council who sent an environment health officer to investigate. The officer noticed that there was no window or other ventilation in the kitchen and no extractor fan in the bathroom. The council served an improvement notice on the landlord, who then installed mechanical ventilation in the kitchen and bathrooms, which solved the problem.

In this case, it was fortunate that the landlord responded promptly to the improvement notice served by the council. But, for serious health risks, the council could have taken more drastic action if necessary – taking emergency action itself or even prohibiting the use of the property. When carrying out its investigation, the council would have assessed the property against up to 29 hazards and would have taken action on any other serious hazards identified

Additional Information

If you are interested in finding out more about renting in the private sector then you can find additional information at the following links. Government accepts no responsibility for the content of external sites.

http://england.shelter.org.uk/get_advice/downloads_and_tools/tenancy_checker

http://england.shelter.org.uk/get_advice/renting_and_leasehold/joint_tenancies

www.ofc.gov.uk

<http://www.anuk.org.uk/Information/LandlordHandbook/>

www.citizensadvice.org.uk

A CONSULTATION WORKING DRAFT CHARTER FOR PRIVATE RENTED HOUSING



The Council has prepared a Consultation Working Draft 'Charter for Private Rented Housing' in Plymouth. The Charter sets out key values, aims and actions which, by working together in partnership, will bring about sustainable improvements in Plymouth's private rented housing.

The Council wants to make this a true 'Plymouth Charter' with the full backing and support of the key agencies, organisations and individuals involved in the sector. Working together, we want to improve conditions by supporting good landlords, by helping to bring more landlords up to the standards of the best and by taking robust action against those that do not meet what is required of them. Tenants have rights and responsibilities and we want to work with tenants and tenant representatives to make both clear. We also want to increase the supply of good quality accommodation.

We want to hear your views and to gain your input, support and positive contributions to make this 'The Plymouth Charter for Private Rented Housing'. Your involvement will be vital to the Charter's success and to improving the quality of private rented housing in our city.

Please let us have your comments by **Friday 28th November 2014**.

A questionnaire has been prepared for your use which should be returned by email to private.rent@plymouth.gov.uk, or may be sent to:

Plymouth City Council, Homes & Communities, Private Sector
Housing, Civic Centre, Plymouth PL12AA.

Let us know if you agree with and can sign up to the values, aims and actions that have been identified so far.

Let us know what else you think is required and what contributions you can make in improving the quality of private rented housing for Plymouth's residents of today and tomorrow.

Context for the Charter

The private rented sector represents around 20% of all housing in Plymouth. It is a growing sector and is increasingly the tenure of choice for many whilst also being housing of last resort for others, many of whom are vulnerable residents. Whilst there are many high quality private rented homes, the sector also has the poorest standards which can impact adversely on living conditions and quality of life for many of Plymouth's citizens.

The Fairness Commission has recommended that the Council develop a comprehensive and resourced response to raising standards in the private rented housing sector *. In turn, the Council has pledged to develop a programme to improve the quality of private rented housing and take action against rogue landlords**. The Charter responds to the Fairness Commission recommendations and Council pledge.

The Council has responsibilities and duties that it must undertake but it cannot improve private rented housing alone. The Charter is referred to as a 'Working Consultation Draft' as we will be working with partners to develop and advance the actions in the Charter, moving towards the launch of the final 'Plymouth Charter for Private Rented Housing' by March 2015. To achieve measurable success, we need the full support of and a close working partnership with landlords, letting agents, tenants, investors, the University and Colleges, Student Unions and housing support agencies.

* Creating the Conditions for Fairness – The Plymouth Fairness Commission Final Report March 2014

** Our Pledges for a Better Plymouth (April 2014)

Our proposed 'Shared Values and Aims':

- To value fairness for everyone in all housing and to champion the belief that everyone is entitled to a good quality home where they can live safely, settle and thrive.
- To acknowledge the vital role of the private rented sector in helping to meet the housing needs of many of Plymouth's residents.
- To seek a fair balance between the interests of landlords and tenants.
- To work in partnership to actively raise the profile of the best private landlords who improve Plymouth's reputation and help to attract more high quality landlords to the city.
- To increase the number of good quality landlords and private rented homes.
- To increase understanding of what a good quality home is and encourage landlords and agents to provide this.
- To reduce fuel poverty and improve energy efficiency in private rented housing.
- To expect landlords to do what is reasonable and proportional to resolve any problems with their properties.
- To take appropriate enforcement action to protect tenants and to act swiftly against 'rogue' landlords.
- To provide advice so that tenants are aware of their responsibilities as well as their rights.
- To help tenants make informed decisions about their housing options in ways that suit them best.
- To avoid creating a crisis in tenants' lives by taking action that might lead to their eviction.
- To improve choice in rented housing for Plymouth's citizens by increasing the supply of well run, good quality private rented

housing.

Our proposed 'Shared Actions' -:

| <u>Promoting the Sector</u> | <u>Key Delivery Partners</u> |
|--|---|
| 1. Working in partnership, promote a Plymouth Charter for the Private Rented Sector. | PCC, landlord associations, letting agents, tenants, housing agencies, University, Colleges, Student Unions |
| 2. Collaborate in the delivery of further accreditation and training , seeking to improve the skills and knowledge of all landlords, letting and managing agents in Plymouth and to improve the management of property in the sector. | SWLA, PCC, landlords, agents |
| 3. Grow the role and influence of the Plymouth Private Rented Forum through encouraging active involvement and widening membership. | PCC, PRF members |
| 4. Promote best practice in the letting and management of private rented housing to include greater stability and certainty of tenancies through the Model Tenancy Agreement and Code of Practice. | PCC, landlord associations, letting agents, tenants, agencies |
| 5. Explore the viability of a 'Virtual Tenants' Forum linked to advice on the rights and responsibilities of landlords and of tenants. | PCC, CA, Shelter |

| | |
|---|---|
| | |
| <u>Setting the bar high</u> | |
| 6. Develop a ' Plymouth Healthy Homes Guide ' which clearly sets out what the minimum standard for a safe and healthy home is, ensuring that there is widespread awareness of the standard amongst landlords and tenants. | PCC, landlord associations, letting agents, tenants, agencies |
| 7. Develop and promote a ' Rent With Confidence ' brand which will be used to signpost tenants to accredited and trained landlords and agents as well as to advise on their rights and responsibilities. | PCC, landlord associations, letting agents, agencies |
| 8. Explore the potential for further voluntary or selective / additional licencing of houses in multiple occupation alongside the mandatory scheme, including targeted actions by place and property. | PCC, landlord associations, |
| 9. Promote the availability of ECO/Green Deal and other grants and loans to improve energy efficiency and reduce fuel poverty in the private rented sector. | PCC, PEC, British Gas |
| <u>Targeted Council action on rogue landlords</u> | |
| 10. Respond quickly to complaints from tenants and reports of sub-standard houses in multiple occupation with targeted steps to identify the worst managed and lowest standard properties and quickly bring them up to the standards of the 'Healthy Homes | PCC |

| | |
|--|-----------------------|
| Guide' in line with the Council's Enforcement Policy. | |
| 11. Develop a robust response to allegations of harassment and illegal eviction up to and including prosecutions of landlords or their agents in line with the Council's Enforcement Policy. | PCC |
| 12. Develop a revolving 'enabling fund' to carry out urgent improvements (in default) to the poorest quality rented property, securing repayment from landlords. | PCC |
| <u>Growing the Sector</u> | |
| 13. Invest in the development of the HouseLet and EasyLet Schemes in order to improve access to properties in the private rented sector, increase choice of properties, and increase the diversity of the client group. | PCC, PATH, PH4L, RP |
| 14. Bring empty homes back into use to increase access and improve the quality of stock in the private rented sector. | PCC, landlords |
| 15. Develop opportunities for institutional investment to create new private rented accommodation, helping to increase competition, widen choice, improve standards and increase opportunities for longer tenancies. | PCC, RP's, Developers |

| | |
|---|---|
| <p>16. Continue to lobby government for a national registration scheme to identify and support good landlords and take swifter enforcement action against rogue landlords with longer term security for tenants.</p> | <p>PCC, landlord associations, letting agents, tenants, housing agencies and bodies</p> |
|---|---|

- CA Citizens Advice
- PATH Plymouth Access to Housing
- PCC Plymouth City Council
- PEC Plymouth Energy Cooperative
- PH4L Plymouth Homes for Let
- PRF Private Rented Forum
- RP Registered Providers
- SWLA South West Landlords Association

READING BOROUGH COUNCIL

REPORT BY DIRECTOR OF ENVIRONMENT AND NEIGHBOURHOOD SERVICES

| | | | |
|------------------|--|--------------|----------------------------|
| TO: | HOUSING NEIGHBOURHOODS and LEISURE COMMITTEE | | |
| DATE: | 18 March 2015 | AGENDA ITEM: | 9 |
| TITLE: | HOME ENERGY CONSERVATION ACT REPORT (HECA) | | |
| LEAD COUNCILLOR: | CLLR DAVIES | PORTFOLIOS: | HOUSING |
| SERVICES: | HOUSING AND NEIGHBOURHOOD SERVICES | WARDS: | ALL |
| LEAD OFFICER: | BEN BURFOOT | TEL: | 0118 9372232 |
| JOB TITLE: | SUSTAINABILITY MANAGER | E-MAIL: | Ben.burfoot@reading.gov.uk |

1. PURPOSE OF REPORT AND EXECUTIVE SUMMARY

- 1.1 The Home Energy Conservation Act (HECA) requires the Local Authority to produce a report every two years on its plans to improve the energy efficiency of housing within its area across tenure. The HECA report sets out the Council's strategic approach to reducing the carbon footprint of housing and contributing to the reduction of fuel poverty. It is presented to the Committee for approval.
- 1.2 The report updates the previous HECA report updating fuel poverty and other information and outlining intended actions for 2015-17 in accordance with the Council's corporate plan - '*Helping to narrow the gaps in Reading*'.
- 1.3 The report also sets the context by outlining the previous programmes and progress in improving the thermal comfort and energy efficiency of Reading's housing stock.
- 1.4 Despite improvements in the thermal comfort of buildings in Reading in recent years, fuel poverty remains a considerable issue with 11% of households in Reading classed as being in fuel poverty (slightly above the UK average of 10.4%)
- 1.5 The uptake of the Council's Winter Watch programme is detailed in the report. Winter Watch showed an increased uptake for the third consecutive year, since the scheme started. The scheme will continue for the 2015/16 winter.
- 1.6 The report details the energy efficiency of the Council's own stock, showing that almost 99.7% of stock has an EPC (Energy Performance Certificate) level D or above with 79% having a level C or above.
- 1.7 The report details the programmes scheduled to take place over the next two years to further upgrade the thermal efficiency of Council housing stock, including the construction of new council houses with an anticipated EPC grade of A.
- 1.8 The report details a number of schemes and programmes that are pending national policy decisions and/or which await the availability of national funding if they are to be achieved. These include Green Deal, Energy Companies Obligation (ECO) and Allowable Solutions.

1.9 Appendix 1 - HECA Report and Action plan 2015

2. RECOMMENDED ACTION

- 2.1 That the Committee approve the HECA report which sets out the Council's intended strategic approach to improve the energy efficiency of the Borough's housing for the period 2015-17 and its submission to the Department of Energy and Climate Change.

3. POLICY CONTEXT

- 3.1 The Home Energy Conservation Act requires the Local Authority to produce a report every two years on its plans to improve the energy efficiency of housing within its area across tenure. The HECA report sets out the Council's strategic approach to reducing the carbon footprint of housing and contributing to the reduction of fuel poverty. It is presented to the Committee for approval.
- 3.2 Reading Borough has a population of 159,200 and contains 63,000 houses, 27% of which were built before 1919. There is also a high proportion of private rented properties and many of them still provide poor thermal comfort.
- 3.3 Reading's Housing Strategy 2009-14 - 'Firm Foundations' highlights the reduction of fuel poverty and carbon emissions from individual properties in the town as a priority.
- 3.4 The Reading Climate Change Partnership Climate Change Strategy 'Reading means Business on Climate Change' for the years 2013 to 2020 prioritises the improvement in the energy efficiency of Reading's housing stock, placing emphasis on fuel poverty and seeking to improve insulation on 'hard-to-treat' properties as well as encouraging the provision of renewable energy sources
- 3.5 The Private Sector Housing Condition Survey showed a significant improvement in thermal comfort in Reading's homes. Thermal comfort has improved dramatically since 2006 with a greater than 61% improvement recorded to 2013. Despite this improvement, fuel poverty in Reading continued to rise in the same period.
- 3.6 Using the new definition of Fuel Poverty, Reading Borough Council has 6695 households experiencing fuel poverty (10.97 % of the households, which is slightly above the average for England of 10.40 %) as per 2012 year figures.
- 3.7 The Corporate Plan 2015-18 - 'Helping to narrow the gaps in Reading' sets out the priorities and high level actions. These include: *Reducing excess winter deaths, reducing fuel poverty, improving housing condition, reducing impact on climate change through carbon reduction and supporting the economy.*

4. THE PROPOSAL

- 4.1 The new revised HECA report covers the period from 2015 to 2017. It includes an action plan which details the specific actions proposed in the period 2015 to 2017. A summary of the report is given below.
- 4.1 A range of targeting processes including mapping, statistical analysis of health, economic and demographic information data will be carried out in order to target the properties at risk of high energy use and/or those in fuel poverty.
- 4.2 The report details the changes to the Green Deal and ECO scheme. Whilst the information on the uptake of Green Deal is unavailable for Reading, the number nationally remains very low. ECO has supported a higher number of measures being installed and details are given of the numbers in Reading. The Council was unsuccessful in its application to the Department for Energy and Climate Change (DECC) for Green Community Fund. Working with the Southampton ECO contract Delivery Partner (MITIE), Reading Borough Council is working on a range of projects through this route.
- 4.3 Reading Borough Council is running the 'Winter Watch' scheme for the third consecutive winter. Supported by public health budgets, the scheme targets those most vulnerable to the winter weather and fuel poverty. The scheme has grown in popularity each year and will continue to run to at least 2016.
- 4.4 The Council's housing stock generally has a more efficient rating than the private sector housing. The report details the energy efficiency of the Council's own stock. The rating (from SAP* data) of the majority of Council housing is at C (4090) with the majority of the remainder at D (1157). A very small number of properties 0.4% are below this.
99.7% of stock is level D or better with 79% at C or better.
- 4.5 The Council has been developing a scheme to install solar panels on approximately 500 Council houses. This will provide free renewable energy to tenants and reduce the carbon footprint of the Council. Installation is taking place from January to July 2015.
- 4.6 The current planning policies in Reading require higher standards of energy efficiency than the building regulations for larger developments. These are subject to review in line with the National Planning Policy Framework.
- 4.7 Zero Carbon Homes will be required from 2016 and a scheme called 'Allowable Solutions' will allow developers to invest to achieve carbon savings off-site, where it is not viable to do so on the development site itself. Whilst this policy has the potential to assist in improving the energy efficiency of homes in the borough, the scheme is currently being developed and the Council awaits the outcome of the Housing Standards Review in order to finalise the proposals in this area.

*Standard Assessment Procedure

5.0 COMMUNITY ENGAGEMENT AND INFORMATION

- 5.1 Specific schemes have differing engagement and information strategies incorporated into specific policies.

6.0 CONTRIBUTION TO STRATEGIC AIMS and CORPORATE PLAN PRIORITIES

- 6.1 This project will directly contribute to the Council's strategic aim to:
- Develop Reading as a Green City with a sustainable environment and economy at the heart of the Thames Valley.
 - To promote equality, social inclusion and a safe and healthy environment for all.
- 6.2 The HECA report addresses actions concerning fuel poverty, excess winter deaths, reducing our carbon footprint and supporting the economy, which are prioritised in the Council's CORPORATE PLAN 2015-2018 - *Helping to narrow the gaps in Reading*. The relevant actions come under the headings:
- Safeguarding and protecting those that are most vulnerable
 - Providing the best life through education, early help and healthy living
 - Providing homes for those in most need
 - Keeping the town clean, safe, green and active
 - Providing infrastructure to support the economy

7. EQUALITY IMPACT ASSESSMENT

- 7.1 Under the Equality Act 2010, Section 149, a public authority must, in the exercise of its functions, have due regard to the need to:
- eliminate discrimination, harassment, victimization and any other conduct that is prohibited by or under this Act;
 - advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
 - foster good relations between persons who share a relevant protected characteristic and persons who do not share it.
- 7.2 In the case of work targeted on fuel poverty, households with vulnerable groups as the elderly and those with very young children will be specifically targeted. These groups will therefore be specifically advantaged by the scheme.
- 7.3 In certain circumstances, householders may not benefit from funded measures as their property and personal circumstances do not fulfil the criteria of the funding.
- 7.4 Equality impact assessments will be drawn up for individual schemes as required.

8. LEGAL IMPLICATIONS

- 8.1 Section 2 of the Local Government Act 2000 allows principal local authorities to do anything they consider likely to promote the economic, social and environmental well-being of their area unless explicitly prohibited elsewhere in legislation.
- 8.2 The work is carried out in accordance with section 2 of the Local Government Act 2000 - the Power of Wellbeing. This provides the duty of the local authority to implement policies and programmes that will benefit residents by protecting them and their environment. It is considered a relevant and necessary undertaking in line with this duty for the following reasons. Energy efficiency improvements to homes improve the health and quality of life of householders, reduce the boroughs emissions of greenhouse gases and create local jobs.
- 8.3 The implementation of energy efficiency schemes involves developing appropriate contracts and arrangements between the contracted suppliers and the Local Authority. These will need to be made in accordance with the Public Contracts Regulations 2006 as amended and with the Council's Contract Procedure Rules.

9.0 FINANCIAL IMPLICATIONS

- 9.1 Schemes referred to in the HECA report have either been incorporated into the budget or will be subject to this process in due course.
- 9.2 All schemes referred to in respect of Reading Borough Council retained housing stock are dealt with through the Housing Revenue Account.

10. BACKGROUND PAPERS

- 10.1 Appendix 1 - HECA REPORT and Action Plan

HOME ENERGY CONSERVATION ACT FURTHER REPORT

READING BOROUGH COUNCIL
March 2015

FINAL DRAFT

HECA REPORT READING BOROUGH COUNCIL - MARCH 2015

1. INTRODUCTION

The Home Energy Conservation Act 1995 (HECA) requires Local Authorities to report to Government by 31st March 2015 on practical actions underway to improve household energy efficiency in their area. Progress reports are to be submitted at two yearly intervals up to March 2027.

This report provides a short review of the main actions undertaken from March 2013 to March 2015 and goes on to provide detail on current and planned activities to improve household energy efficiency to 2017.

Reading's Corporate Plan 2015-2018 (Helping to narrow the gaps in Reading) sets out a number of service priorities for developing and maintaining Reading as an attractive place to live, including the following objectives that are relevant to improving the energy performance of housing and reducing resident's fuel poverty levels:

- Safeguarding and protecting those that are most vulnerable¹
 - *Reducing excess winter deaths*
- Providing the best life through education, early help and healthy living
 - *Reducing child poverty (fuel poverty - decent homes)*
- Providing homes for those in most need¹
 - *Reducing fuel poverty*
- Keeping the town clean, safe, green and active¹
 - *Reducing impact on climate change through carbon reduction*
- Providing infrastructure to support the economy¹
 - *Carbon reduction (Renewable energy infrastructure and energy efficiency)*

In addition, Reading's Climate Change Strategy 'Reading Means Business on Climate Change' clearly sets out the intention to tackle fuel poverty through the identification of a number of strategic priorities relating to energy efficiency in housing.

Reading Borough has a population of 159,200, comprising around 63,000 houses, 27% of which were built pre 1919. There are also a high proportion of private rented properties with many experiencing poor thermal comfort.

2. GREEN DEAL AND ECO (Energy Company Obligation)

¹ http://beta.reading.gov.uk/media/2634/Corporate-Plan-2015-18/pdf/Corporate_Plan_2015-18_FINAL.pdf

2.1 Targeting

Early in 2013 Reading Borough Council was successful in being awarded funding under the Department of Energy and Climate Change's Green Deal Pioneer Places fund. The bid submission also included the purchase of a database which allows the identification of the type, age and wall type of Reading's domestic properties. This database allowed the authority to identify and map areas with predominantly solid wall homes.

We will continue mapping all available energy efficiency rating data of our residential accommodation on a Geographic Information System (GIS) and utilise fuel poverty, housing stock information and heat loss maps to enable prioritisation and targeting of energy efficiency improvements. We will also continue the use of MOSAIC to help target and encourage take up further. (Mosaic is a **cross-channel consumer classification** tool designed to help the user understand the demographics, lifestyles, preferences and behaviours of the UK adult population in detail.)

2.2 Energy Efficiency (ECO and Green Deal)

The Green Deal and ECO obligations started in January 2013 replacing all other previous policy mechanisms to make homes energy efficient.

For those able to pay, the Green Deal offers a means of financing improvements through a loan which is paid back via the household energy bill. Whilst 'pay as you save' is perceived as an interesting concept by many households there has been little take up of Green Deal in the area or nationally. Accordingly, Reading Borough Council developed an application to DECC in January 2014 to target measures in 330 Victorian solid wall properties. The bid was not successful because the number of people who were predicted to sign up for Green Deal finance was deemed to be too cautious. The bid round was very competitive and only a small percentage of applications were successful.

For those unable to pay, or in circumstances where the cost of work is too high to be financed as a loan, the energy companies subsidise the work through additional funding. The grant is called the 'Energy Company Obligation' (ECO). The amount of funding available varies depending on the measures installed, the carbon saved and the vulnerability of the household. ECO is made up of three parts:

- Home Heating Cost Reduction Obligation (HHCRO), also known as 'Affordable Warmth', for people on certain benefits (private rented and owner occupier only)
- Carbon Emissions Reduction Obligation (CERO) for houses which are harder to treat (social housing and private sector)
- Carbon Savings Communities Obligation (CSCO) Area based energy efficiency assigned by postcode.

Reading Borough Council is in the process of adopting a negotiated contract let by Southampton City Council which appointed MITIE as the main ECO works provider.

Originally, ECO funding identified hard to treat properties as a priority and set substantial national targets, which were mandatory for energy companies to meet. In the winter of 2013, the Government changed these targets, reducing them by two thirds. This had the effect of all but ending programme funding for external wall insulation, a key issue for Reading, given its housing stock.

The reduction of ECO funding has limited the ability of our selected partner to access funding from the utilities, particularly solid wall insulation. The contract is being utilised, however, to develop decentralised energy approaches which are now funded under the revised scheme.

The main changes to ECO are:

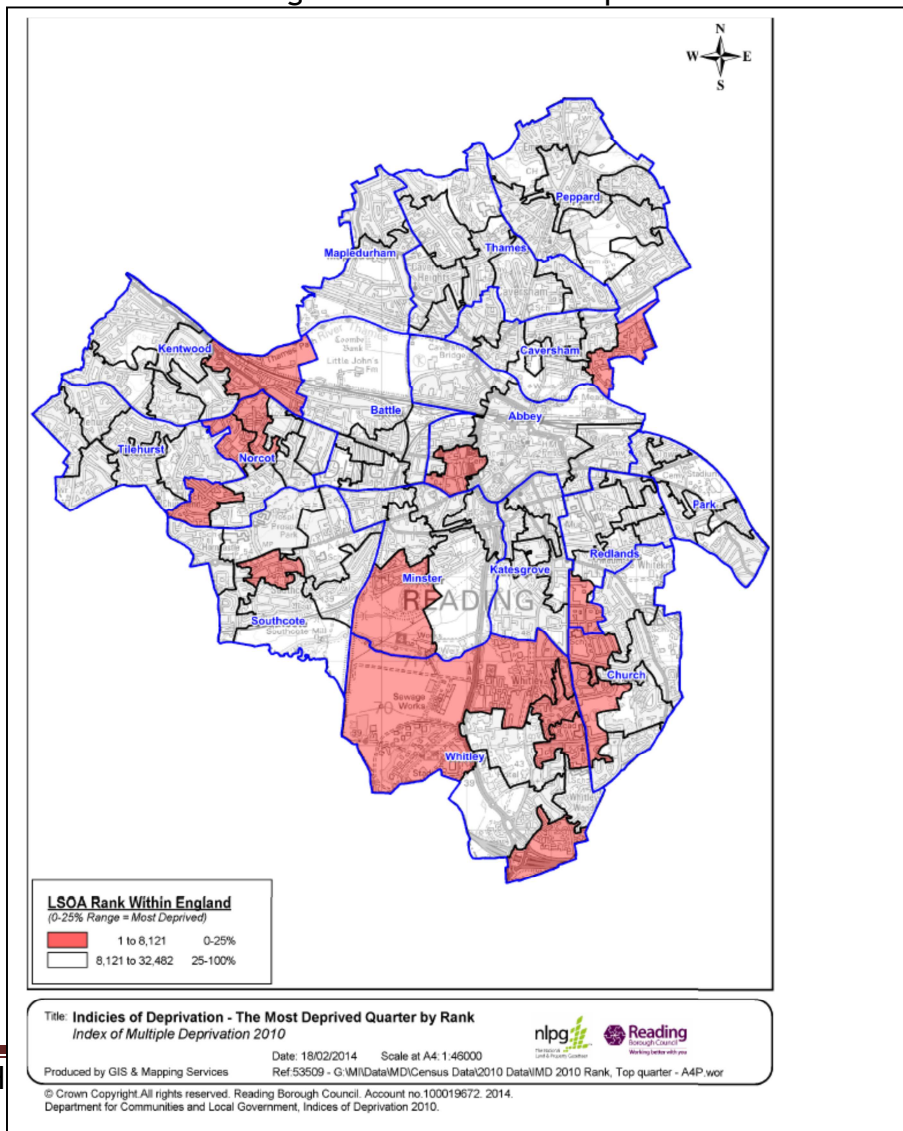
- **Carbon Emissions Reduction Obligation - CERO** (extended to 2017)- The budget was reduced by 33% (from around £ 760 million a year to around £ 507 million a year) but the eligible measures have been expanded to include loft and cavity wall insulation, as well as District Heating Systems in addition to Solid Wall Insulation (SWI)
- **Carbon Saving Community Obligation - CSCO-** and Home Heating Cost Reduction Obligation (extended to 2017) targets unchanged. CSCO was originally set up to assist with insulation measures for areas ranked amongst the 15 % most deprived. ECO now funds measures in areas amongst the 25 % most deprived using the Index of Multiple deprivation.

Provisional figures show that 1576 measures were installed under ECO up to the end of September 2014. Detailed information is included in Table 1. It is envisioned that a similar level of activity will continue until 2017. In line with this, we will scope out area based projects which focus on tackling fuel poverty, reducing energy consumption and fuel bills for residents.

Table 1: Reading Green Deal and ECO Statistics (Up to Dec 2013)

| | |
|---|-------|
| Number of Green Deal Assessments Lodged | 1,199 |
| Green Deal Assessments delivered under Pioneer Places | 487 |
| Number of cashback vouchers paid | 31 |
| Provisional number of ECO HHCRO measures | 361 |
| Provisional number of ECO CERO measures | 950 |
| Provisional number of ECO CSCO measures | 265 |

CSCO areas for Reading are shown in the map below.



We recognise the opportunities offered through the ECO scheme and we will continue to increase awareness of energy efficiency activities for residents and sign post information through a broad range of communication channels.

The Council's sustainability team also supports several communication activities to encourage take up of energy measures in partnership with Reading Climate Change Partnership, thermal imaging of property throughout the Borough to highlight inefficient use of fuel, events, etc.

In the next year, officers will continue to assess and develop projects which find new ways to access funds to help residents become more energy efficient.

3. FUEL POVERTY

The Council's Corporate Plan 2015 - 2018 and the adopted climate change and poverty strategies include a renewed focus on this objective.

Following the Hills Fuel Poverty Review, the Government introduced a new definition of fuel poverty. Under this new indicator, a household is considered fuel poor if:

- They have required fuel costs that are above the median level; and
- Were they to spend that amount they would be left with a residual income below the official poverty line.

Using the new definition of Fuel Poverty, Reading Borough Council has 6695 households experiencing fuel poverty as per 2012 year figures². There are practical challenges in identifying houses in fuel poverty and more work needs to be done in setting up criteria and using proxy-indicators to identify households that could benefit from receiving improvements.

The original fuel poverty target, as described in the 2012 HECA Guidance, has been replaced with a new statutory target to “*ensure that as many fuel poor homes in England as is reasonably practicable achieve a minimum energy efficiency rating of a Band C by 2030*”. In addition to the 2030 statutory target, the Government consultation, “*Cutting the cost of keeping warm*” also proposed the following interim milestones:

² <https://www.gov.uk/.../statistics/2012-sub-regional-fuel-poverty-data-low>

- As many fuel poor homes in England as is reasonably practicable to Band E by 2020
- As many fuel poor homes in England as is reasonably practicable to Band D by 2025

In Reading a large proportion of these properties were built before 1919 and have solid walls, consequently it will be more difficult to improve energy efficiency of those homes with lower cost measures and this is why they are considered 'hard to treat'.

The Borough also has high concentrations of more modern housing (post - 1980). There are also a high number of households in private rented accommodation in Reading.

Private sector housing conditions in Reading have improved substantially in the seven year period from 2006 as evidenced by a reduction in the number of non-decent homes from 20,500 dwellings in 2006 to 12,200 dwellings in 2013: a reduction of 8,300 non-decent homes or 40%.

The area of greatest improvement, within the Decent Homes Standard, is thermal comfort linked to energy efficiency of domestic dwellings. However despite improvements in energy efficiency, fuel poverty has increased in the Borough as shown in the Private Sector House Condition Survey (2013). This is primarily related to increases in energy tariffs and the economic circumstances of households affected.

Considering locality profile and in line with the new targets set up nationally, we will establish mechanisms to identify and target vulnerable households most in need of assistance.

3.1 Fuel Poverty Project - Winter Watch

The Council's Winter Watch Project ran from December 2013 to March 2014 and from November 2014 to March 2015. The latter, with the support of Public Health budget as part of the aim to deliver on poverty pledges adopted by the Council in November 2013. The aim of this project is providing expert advice and practical hands-on support to help vulnerable people to keep warm during the winter months whilst also reducing carbon emissions. Target groups include pensioners, families with young children, people with serious illnesses and disabilities and those who receive benefits.

In order to deliver the project, Reading Borough Council worked in partnership with a number of local community groups and voluntary organisations. Partners included: Reading Citizens Advice Bureau, Berkshire Community Foundation, Aster Living, Age UK Berkshire, Reading Voluntary Action and Transition Town Reading. Reading CAB was also a delivery partner and received a grant to run an 'energy

bills support service' from January to June 2014 which helped 600 residents. Transition Town Reading also developed a draught proofing project that supported 45 households.

Table 2: Outputs Winter Watch project (seasonal)

| | <u>2012/13</u> | <u>2013/14</u> | <u>2014/15</u> ⁽¹⁾ | <u>Total</u> |
|--|----------------|----------------|-------------------------------|--------------|
| No. of Referrals | 157 | 169 | 176 | 502 |
| No. of Emergency Payments | 100 | 78 | 96 | 274 |
| No. of Emergency Heating Equipment | 4 | 12 | 22 | 38 |
| No. of Properties Draught proofed | 18 | 14 | 5 | 37 |
| No. of ECO Applications | 4 | 10 | 8 | 32 |
| No. of Warm Home Discount Applications | 0 | 15 | 13 | 28 |

⁽¹⁾ Provisional data to 6/02/15

Whilst the Council works hard to get energy efficiency measures into people's homes it is recognised that fuel poverty cannot always be resolved by these alone and income maximisation also needs to be considered. In 2014 a targeted campaign was developed to support local residents to find out whether they are entitled to additional income benefits. Council staff have also been trained in fuel debt advice and in recognising the links to general debt advice. Additionally, Reading Borough Council works closely with Citizens Advice Bureau to provide benefits advice.

In summary, as fuel poverty is an issue which impacts on so many different aspects, we will continue to work with a wide range of agencies and departments in the Council to create opportunities for joint working across the following sectors: housing, benefits, environmental health, sustainability, financial advice etc.

It is proposed that officers continue to work through the extensive networks established under the 'Winter Watch' project to service those who are most vulnerable to the impacts of fuel poverty. This would be achieved through the development of an all year around project that addresses issues around fuel poverty, affordable warmth and well-being. Officers will explore alternative sources of funding.

3.2 Links to Public Health Duties

Local Authorities in England and Wales have held the responsibility for Public Health and its improvement since April 2013. This was formerly delivered under the NHS Primary Care Trust's roles.

The new Public Health Outcomes Framework sets out desired high level outcomes and how these will be measured. Improved housing and reduced fuel poverty contribute to those outcomes and have an impact on increased healthy life expectancy, general wellbeing, mental health and seasonal excess mortality.

Reading Borough Council public health team has been actively involved in the organisation of the 'Winter Watch' project since its inception, as explained in the previous section. The scheme is organised as a one-stop referral system. In line with this, we will continue to work with health workers through this scheme and organise training for front line staff to ensure that all health professionals are aware of local services to improve warmth in the home.

3.3 Private Sector Energy Efficiency work

Over the past year the Council's Housing Standards Team has addressed many excess cold hazards through its enforcement activities and its support to private landlords, helping to improve health and reduce CO₂ emissions. These activities resulted in increased awareness about grants available through ECO for boiler replacements. We actively promote those grants available to landlords and tenants through the existing Deposit Guarantee scheme. Boiler upgrades and replacements have helped tenants to reduce energy costs and run warmer homes.

Other grants and loans are provided annually by Reading Borough Council to improve thermal comfort and/or energy efficiency of homes for vulnerable home owners, primarily those receiving certain benefits. Eight properties had energy efficiency measures installed as part of grant aided works in 2013/14 and three properties thus far in 2014/15.

The Energy Act 2011 requires that from April 2018 all private rented dwellings should have a minimum standard Energy Performance Certificate rating of 'E'. Reading Borough Council will continue to work with landlords, their agents and occupying tenants to raise awareness of the need to meet the standard, highlight the benefits of energy efficiency and secure improvement to their properties when funding is available.

4. THE COUNCIL'S OWN HOUSING STOCK

Reading Borough Council directly maintains 5,500 properties. The Council has achieved the Decent Homes Standard for its housing stock but also seeks to ensure that energy efficiency is continuously incorporated into building improvements.

We have invested in heating and insulation improvements to our own stock and regularly trial new and innovative measures. This work has significantly increased the quality in our own housing stock as shown in the next sections.

4.1 Targets and SAP rating

Reading Borough Council has procured software so that improvements in energy efficiency can be stored in a database format and regular reports can be used to monitor changes to the Standard Assessment Procedure - SAP³ rating in the Council's housing stock. Updates are made when heating systems are installed or improved, insulation works carried out or other improvements made such as installation of double glazing. Targets for improvement have been set up as per Table 3.

³ SAP Standard Assessment Procedure is a measure of the energy efficiency of a property on a scale from 1-100

Table 3: SAP Ratings and Targets (using Rd SAP 2009 Elmhurst software)

| Band | SAP Rating Points | RBC Housing stock in each category (Oct 2014) | Target APR 2016 |
|------|-------------------|---|-------------------|
| A | 92-100 | 0 | 40 |
| B | 81-91 | 243 | 280 |
| C | 69-80 | 4090 | 4292 |
| D | 55-68 | 1159 | 900 |
| E | 39-54 | 10 | 0 (excl refusals) |
| F | 21-38 | 10 | 0 (excl refusals) |
| G | 1-20 | 0 | 0 |

4.2 Energy Efficiency

Loft and Cavity wall Insulation

We have installed loft insulation of 250 mm thickness or over in 1844 council-owned homes. A review was conducted in 2014 and levels of insulation were surveyed in 3795 lofts. 340 lofts have yet to be surveyed. Targets for topping up insulation are now set in a new action plan.

All properties that are suitable for cavity wall insulation have had this work completed. Each year, less than a dozen homes become known to us which were missed on earlier contracts. We are working towards bringing the remaining properties up to the required standard by 2015.

Solid wall insulation in hard to treat properties

The cross-wall (solid wall) properties typically occur in late 1960's and 1970's estates such as Hexham Road, Dee Park, Scott and Elliot Close (among others). These estates also have some of our lower energy ratings. We are targeting some cross wall type properties to improve loft & wall insulation.

Pilot studies were carried out in 2013 to explore options to insulate cross wall properties. In 2014/15 we have commenced works to insulate 27 homes at Hexham road and 60 homes at Dee Park. Both programmes will extend into 2015/16 to additional properties.

4.3 Heating Systems

Currently, Reading Borough Council invests £900k in upgrading heating systems annually. This rolling replacement programme will continue to 2017. 80% of

properties have a modern boiler which is less than fifteen years old and 62 % have A or B rated boilers.

We will also target 50 households that are off the gas grid and using inefficient electric storage heaters to encourage and support them to use an alternative source of fuel (e.g. connection to gas mains and a new central heating system). Additionally, we will carry out a pilot study that will monitor performance of modern storage heaters in 40 flats.

4.4 Renewable Energy

A programme was agreed in December 2013 to install solar panels on approximately 500 council houses.

Council houses have been selected on their technical suitability. Council tenants who do not benefit from solar panels on their houses will benefit from an Energy Efficiency Advice Service scheme which will provide a range of support including:

- Full energy 'health check' of the house
- Full check of entitlement to energy-saving grants and funding and help to apply for them
- Help with reprogramming heating and hot water controls so that the system runs more efficiently

The solar panels will be installed at no cost to eligible homes; tenants will benefit from free electricity generated by the solar panels in their homes worth an estimated £100 to £300 annual saving in energy costs per household.

4.5 Decentralised Energy

As part of an ongoing commitment to reduce energy consumption and tackle fuel poverty, RBC Sustainability team and Housing Officers are currently assessing opportunities to replace Coley High Rise flats heating system with a more affordable and low carbon option.

Coley High Rise comprises three residential tower blocks situated to the west of Reading centre. The site is located within an area ranked in the lowest 10% as measured by the Indices of Multiple Deprivation (IMD) in England and as such is likely to experience a considerable degree of fuel poverty.

Reading Borough Council was recently successful in a bid to the Government Department of Energy and Climate Change's Heat Networks Delivery Unit (HNDU) to fund a feasibility study and project development of the three Coley High Rise towers. In addition we will develop a heat map of the surrounding areas which

may help to identify areas for future work. This piece of work will be developed in 2015.

5. PLANNING

5.1 Current Policy

The Local Development Framework contains policies which promote energy efficiency in new developments and in conversion of buildings to residential use.

To meet these requirements: -

- All new housing is required to meet the Code for Sustainable Homes Level 3 as a minimum standard, and all new commercial developments are required to meet the most up-to-date BREEAM 'Very Good' as a minimum standard;
- On larger developments of more than 10 dwellings or 1,000 m² of floor space, ensure that 50% of the provision meets Code for Sustainable Homes Level 4 Homes and/or BREEAM 'Excellent' standards;
- All new developments maximise the use of energy efficiency and energy conservation measures in their design, layout and orientation to reduce overall energy demand.

5.2 Heritage and Energy efficiency

In 2013/14 Reading Borough Council worked jointly with English Heritage and Parity Projects Ltd. to identify suitable measures to improve the energy efficiency of older solid wall properties. Four pre-1919 solid wall houses of differing sizes and configurations were selected and in-depth surveys were carried out by Parity Projects Ltd, producing reports for each house which detailed the energy efficiency of the houses, the recommended measures for improvement and the likely costs.

A second phase of this work is planned for next year when we will look in detail at how to disseminate best practice in improving the energy efficiency of pre 1919 stock.

5.3 Road to Zero Carbon -Standards after 2016

The Building Regulations with zero carbon requirements are due to be introduced in 2016 (in advance of the 2020 deadline of the near zero carbon in EPBD - Energy Performance in Buildings Directive).

In August 2013, the government issued a consultation called “Next Steps to Zero Carbon Homes - Allowable Solutions”, which explains the proposed delivery options for zero carbon, including 100% on site or connected measures.

Allowable Solutions is the proposed mechanism to enable mass market delivery of zero carbon building without negatively impacting development potential. Developers will have the freedom to choose whether to achieve zero carbon on site or to develop off-site actions through a local or national fund.

Allowable Solutions form the third level of the zero carbon hierarchy (after emission reduction through energy efficiency measures and on-site renewable energy generation), and are intended to facilitate the delivery of off-site carbon reduction projects using funds collected from developers.

The evolving policies relating to the built environment present new opportunities for local authorities to play a role in the identification and delivery of carbon-saving projects. This could include the renovation of existing building stock in the near vicinity, or investment in off-site renewable energy or heating schemes. In this way, developers should be ‘allowed’ to deliver the equivalent carbon benefit via payments for offsite carbon reduction projects.

The Government has yet to make a detailed policy announcement on the delivery structure and scope of allowable solutions. There are a number of decisions that must be made in order to identify how an off-set fund could be developed further. There is potential locally to develop a portfolio of CO₂ reduction projects and to generate funding which can support these over time.

READING HECA REPORT – ACTION PLAN 2015 - 2017

| Ref | Objective | Actions | Outcome /(measurement) | Timescale |
|-----------|---|--|--|---|
| 1. | STRATEGIC COMMITMENT | | | |
| 1.1 | Deliver Climate Change Strategy Actions. | <ul style="list-style-type: none"> Report on performance against actions in Climate Change Strategy Action Plan. | <ul style="list-style-type: none"> To monitor performance of the Council and other partners addressing climate change approach | Annually |
| 1.2 | Incorporate energy efficiency in relevant strategies | <ul style="list-style-type: none"> Coordinate with Anti-Poverty Strategy and new Housing Strategy and Local Plan | <ul style="list-style-type: none"> Integrate affordable warmth into Council strategies. (reduced numbers of fuel poor) Coordinate approach to delivery | Poverty - 2015/16 Housing - 2015/16 Local Plan - 2016 |
| 2. | BASELINE DATA AND ANALYSIS | | | |
| 2.1 | Improve quality and scope of data held by Reading to support energy efficiency programmes | <ul style="list-style-type: none"> Gather social data and fuel poverty data Load data onto corporate GIS | <ul style="list-style-type: none"> Data sets for : Social (Mosaic, income) Fuel poverty Property condition and type. | Annually updated data sets |

| Ref | Objective | Actions | Outcome /(measurement) | Timescale |
|-----------|--|---|--|---------------------------------|
| 2.2 | Evaluate Green Deal Assessment take-up | <ul style="list-style-type: none"> • Load data from Green Deal Surveys/Analyse them | <ul style="list-style-type: none"> • Policy evaluation (number taken up) | Ongoing |
| 3. | PRIVATE HOUSING | | | |
| 3.1 | Access funding to provide measures for low income households and areas | <ul style="list-style-type: none"> • Refer customers to ECO funding opportunities. • Enter into contract with delivery partner to refer householders for ECO funding and/or Green Deal. | <ul style="list-style-type: none"> • To deliver energy improvements to vulnerable houses. (Number of houses referred for ECO funding) • Complete stage 2 of contract with Southampton ECO contract provider. | Annual reporting 2015/16 |
| 3.2 | Identify hard to treat properties and promote/develop options to improve energy efficiency | <ul style="list-style-type: none"> • Identify ECO eligible areas and households through available data and provide referrals to delivery partner where appropriate to deliver measures under ECO | <ul style="list-style-type: none"> • Produce adequately targeted plan to enable a Borough wide approach for ECO delivery in Reading. • To scope focused and area based projects to tackle fuel poverty, reduce | 2015/2016 |

| Ref | Objective | Actions | Outcome /(measurement) | Timescale |
|-----|---|---|---|-----------------------|
| | | | <p>energy consumption and reduce fuel bills for residents.</p> <ul style="list-style-type: none"> • Installation of measures to hard to treat properties. (targets to be defined in above plan and pending funding) | |
| 3.3 | Reduce fuel poverty and improve winter resilience | <ul style="list-style-type: none"> • Run re-designed Winterwatch programme as an all year round fuel poverty project • Investigate potential capital funding for complementary measures (draught proofing, etc) | <ul style="list-style-type: none"> • Reduce excess winter death rate. • Improved health and warmer homes. (health data and SAP ratings) • Reduced CO₂ emissions (calculated from number of measures and overall for Borough from Govt data) | Winters 2015 and 2016 |
| 3.4 | To encourage private sector landlords and private owners to improve | <ul style="list-style-type: none"> • Promotion of ECO to landlords through Deposit Guarantee Scheme • Grants and Loans to | <ul style="list-style-type: none"> • Improve energy efficiency of homes. (EPC ratings) • To reduce fuel | Ongoing |

| Ref | Objective | Actions | Outcome /(measurement) | Timescale |
|-----|---|---|---|-----------|
| | energy efficiency | <p>include energy efficiency up-grades</p> <ul style="list-style-type: none"> Promote low cost tariffs for key meter users | <p>poverty among tenants. (number of receiving intervention)</p> <ul style="list-style-type: none"> Empty homes standard improved. | |
| 3.5 | Raise awareness of existing energy efficiency funding options | <ul style="list-style-type: none"> Signpost householders to information sources and funding opportunities | <ul style="list-style-type: none"> To ensure residents receive good information To ensure private landlords have a greater understanding of the GD initiative including ECO. | Ongoing |
| 3.6 | Facilitate a good working partnership between agencies | <p>Look at each sector in detail:</p> <ul style="list-style-type: none"> Health sector Community Sector Fuel and Debt Advice Organise health front line workers training. | <ul style="list-style-type: none"> Develop partnership working between partners in areas to ensure that the most vulnerable are provided with support. Establish and maintain fuel poverty referral | Ongoing |

| Ref | Objective | Actions | Outcome /(measurement) | Timescale |
|---|---|--|---|-----------|
| | | | network between agencies. | |
| 4. | SOCIAL HOUSING | | | |
| TARGET 1: REDUCE THE NEED FOR ENERGY | | | | |
| 4.1 | Improve energy efficiency of social housing through accessing funding and installing measures | <ul style="list-style-type: none"> • Carry out analyses of housing stock and planned investment • Deliver ECO projects | <ul style="list-style-type: none"> • To access ECO funding to install measures across RBC and other social provider owned 'hard-to-treat' stock. (amount of ECO funding drawn) • To further improve the energy efficiency of Reading Borough Council and other Social provider owned homes. (measured by SAP ratings) | 2014/16 |
| 4.2 | To alleviate damp | <ul style="list-style-type: none"> • Create a damp register and continue to support | <ul style="list-style-type: none"> • Ability to track customers, offer | 2015/16 |

| Ref | Objective | Actions | Outcome /(measurement) | Timescale |
|-----|--|---|---|--|
| | conditions in properties | customers where damp conditions occur | regular support, advice and solutions. (number of properties remedied) | |
| 4.3 | To improve the average SAP Energy rating of the housing stock | <ul style="list-style-type: none"> Target cost effective improvements and funding to achieve target at least cost | <ul style="list-style-type: none"> An average SAP of 72 for council housing stock | SAP 72.7 by 2015 SAP 73 by 2016 |
| 4.4 | To set a minimum acceptable energy rating for council housing stock | <ul style="list-style-type: none"> To carry out the most cost effective measures to improve the energy rating to a minimum of SAP 55 | <ul style="list-style-type: none"> Reduced energy bills for tenants and a raised thermal standard | Min SAP 55 for all (except refusals) by Apr 2016 |
| 4.5 | To raise the minimum local standard loft insulation from 200 mm to 250 for RBC owned properties. | <ul style="list-style-type: none"> Survey the 633 lofts on which data is missing Offer loft insulation to the 703 properties known to have less than 150mm and any non - surveyed | <ul style="list-style-type: none"> Cost effective improvements for all council tenants with a pitched roof | Dec 2015 Dec 2015 |
| 4.6 | Every wall cavity of more than 30mm width to be insulated for RBC owned properties. | <ul style="list-style-type: none"> Whilst all known cavity wall insulation has been done we will continue to target any missed instances. | <ul style="list-style-type: none"> Cavity walls insulated | To address as they arise |
| 4.7 | Trial programme to | <ul style="list-style-type: none"> Use funding to explore options to insulate cross | <ul style="list-style-type: none"> Warmer properties | 180 homes |

| Ref | Objective | Actions | Outcome /(measurement) | Timescale |
|---|---|---|---|---|
| | insulate solid walls | wall properties. | | insulated by 2016 |
| 4.8 | Review landlord lighting, and continue rolling replacement/re-lamping programme. | <ul style="list-style-type: none"> To introduce energy efficient LED lighting triggered by movement sensors. | <ul style="list-style-type: none"> Better and more reliable lighting for customers in our blocks of flats. Reduced energy consumption and repairs. (Council energy reporting) | Current programme to 2015 |
| TARGET 2: USE ENERGY MORE EFFICIENTLY IN BUILDINGS | | | | |
| 4.9 | Where we have gas central heating (currently 85% of homes), set a minimum boiler standard of Energy rated A or B. | <ul style="list-style-type: none"> Continue rolling replacement programme. | <ul style="list-style-type: none"> All boilers to be A or B rated | A/B rated by 2018 Low SAP homes boiler replacement by April 2015 |
| 4.10 | Storage heater review. | <ul style="list-style-type: none"> Offer fuel switch Explore range of solutions | <ul style="list-style-type: none"> Outcome depends on take up. In past stage of fitting meters has reduced take up | 2 years initially with further programme of works |
| TARGET 3: RENEWABLE ENERGY | | | | |
| 4.11 | Promote renewable | <ul style="list-style-type: none"> Work on the business case to assess renewable | <ul style="list-style-type: none"> To increase renewables up-take | 2016 |

| Ref | Objective | Actions | Outcome /(measurement) | Timescale |
|-----------|---|--|---|---|
| | energy installations | options and costs | | |
| 4.12 | Coley high rise District heating | <ul style="list-style-type: none"> Maximise the use of DECC HNDU funding for decentralised energy studies Develop feasibility study to analyse potential options to replace heating system | <ul style="list-style-type: none"> Full technical and financial feasibility study Options appraisal. | 2015/16 |
| 4.13 | Monitor data on air source heat pumps recently fitted | <ul style="list-style-type: none"> Check fuel used by tenants in these flats compared with their previous fuel bills | <ul style="list-style-type: none"> Clarity on payback costs and savings to the tenant compared to the sum invested | Review costs and policy on an annual basis |
| 4.14 | Fit solar panels to 500 homes | <ul style="list-style-type: none"> Procurement and installation of solar panels. | <ul style="list-style-type: none"> Panels offered and fitted to selected houses | 2015/16 |
| 5. | ZERO CARBON HOMES | | | |
| 5.1 | Ensure that new buildings in Reading meet high standards of energy efficiency in their design and construction and install the most appropriate on site renewable energy generating technologies. | <ul style="list-style-type: none"> Sustainable Design Policy and guidance Facilitate implementation of decentralised energy policies | <ul style="list-style-type: none"> Increased levels of new developments achieving high sustainability standards. (Code for Sustainable Homes, Part L compliance) Increased generation of energy from on-site renewables | Ongoing until New Housing Standards Review and in line with National Policy |

| Ref | Objective | Actions | Outcome /(measurement) | Timescale |
|------------------------------|---|---|--|-------------|
| | | | (total registered systems) <ul style="list-style-type: none"> Better adapted homes to Climate Change | |
| 5.2 | Identify Council's approach to a Zero Carbon Homes and allowable solutions policies | <ul style="list-style-type: none"> Agree on framework for investing in CO₂ reduction projects. | <ul style="list-style-type: none"> Ensure investment in the Reading Area (number of local schemes supported) Cost effective energy efficiency projects (carbon savings achieved) | Summer 2016 |
| 6. LOW CARBON ECONOMY | | | | |
| | Ensure that Local SMEs continue to be part of the solution for Energy efficient and renewable installations on housing in Reading | <ul style="list-style-type: none"> Maintain links with local SMEs from 'Re:start Local' project by regular email communication Promote Reading UK CIC's project Elevate Business to SMEs Work with LEP to ensure any Meet the Buyer events are relevant to and | <ul style="list-style-type: none"> More opportunities for local companies to gain business Job opportunities Training opportunities (number taken up) | 2017 |

| Ref | Objective | Actions | Outcome /(measurement) | Timescale |
|-----|-----------|--|---|-----------|
| | | <p>promoted to 'green businesses'</p> <ul style="list-style-type: none"> Promote apprenticeship scheme with local firms in the building/ energy efficiency/ renewables sector | <ul style="list-style-type: none"> Apprenticeships (number taken up) | |

READING BOROUGH COUNCIL

REPORT BY DIRECTOR OF ENVIRONMENT & NEIGHBOURHOOD SERVICES

| | | | |
|------------------|---|--------------|--------------------------|
| TO: | Housing, Neighbourhoods & Leisure Committee | | |
| DATE: | 18 March 2015 | AGENDA ITEM: | 10 |
| TITLE: | Tenancy Policy and Tenancy Agreement Review | | |
| LEAD COUNCILLOR: | Councillor Richard Davies | PORTFOLIO: | Housing |
| SERVICE: | Housing | WARDS: | All |
| LEAD OFFICER: | Tom Martin | TEL: | |
| JOB TITLE: | Tenant Services Manager | E-MAIL: | Tom.Martin@reading.go.uk |

1. PURPOSE OF REPORT AND EXECUTIVE SUMMARY

- 1.1 This Report sets out the main changes and revisions proposed for Reading Borough Council's Housing Tenancy Agreement. The report also sets out the main provisions for a new Tenancy Policy which will complement and support the revised Tenancy Agreement. Both of these documents will affect all of Reading's existing secure and introductory tenants and will replace and be used to "sign-up" new tenants in the future.
- 1.2 The Tenancy Agreement is subject to a formal and prescriptive consultation process with tenants. The proposed scope of the consultation and timeframe is also set out in this Report.
- 1.3 Appendices - An Equality Impact Assessment has been completed and attached as appendix A. The Tenancy Policy 2014-19 is attached as appendix B. The draft Tenancy Agreement is attached as appendix C.

2. RECOMMENDED ACTION

- 2.1 That Committee approve and adopt the new Landlord Tenancy Policy which collates current policy and is not subject to wider consultation.
- 2.2 That Committee note the key changes proposed to Reading Borough Council's Housing Tenancy Agreement and approve the draft agreement for consultation.

2.3 That Committee agree the process for consultation and approve the serving of a Housing Act 1985 Section 103 Preliminary Variation Notice on tenants inviting tenants to comment on the draft Tenancy Agreement.

3. POLICY CONTEXT

3.1 The Tenancy Agreement forms the basis of the Council's (landlord) relationship with its tenants and sets out the rights and responsibilities of both parties. This covers both tenants in Council-managed stock and those in the North Whitley PFI area. The broad areas covered by the Tenancy Agreement include the obligations and responsibilities (on both sides) with regard to payment of rent and charges, completion of repairs and maintenance, being a good neighbour and ending the tenancy. A breach of tenancy can lead to punitive action with the most extreme sanction (for tenants) being loss of their home through legal possession and eviction.

3.2 In 2011 and 2012 the Localism Act along with changes to Housing Regulations introduced by the Homes and Communities Agency brought about a number of changes which affected how social landlords could let and manage their social housing stock. A primary area of change related to the succession rules for Council Secure tenancies. Before the changes brought about by the Localism Act were introduced, succession rights were governed by the 'old rules'. After the introduction of those changes, succession rights are now governed by the 'new rules'.

3.3 The key date for determining whether the 'old rules' or the 'new rules' apply is the date upon which the tenancy agreement was entered into. If the agreement was entered into before 01.04.2012 the 'old rules' will apply. If the agreement was entered into after 01.04.2012 the 'new rules' will apply.

For those who became tenants prior to April 2012 (which is currently the majority of our tenants), their succession rights will be governed by the old rules, and will remain unchanged.

3.4 The old rules

If the tenancy agreement began before 01.04.12, it will include the following succession rights:-

- a) The right for one succession to spouse or civil partner provided that that person was living in the property with the tenant at the time of the tenant's death; or

- b) The right for one succession to another close family member provided that the family member had been living continuously with the tenant for a 12 month period ending on the date of death of the tenant.

Under the old rules, only one succession is permitted.

3.5 The new rules

Tenancy Agreements which began after 01.04.12 include the following rights:-

- a) The right for one succession to spouse, civil partner or **common law partner** provided that that person was living in the property with the tenant at the time of the tenant's death.
- b) The right for one succession to another close family member provided that the tenancy agreement includes a provision which allows this. The proposed new Tenancy Agreement does include a provision.
- c) The right to a **second succession** provided that the Tenancy Agreement includes a specific provision which allows this.

Under both the old rules and the new rules, on the death of a joint tenant the surviving joint tenant will become the sole tenant and is the "successor" for the purposes of legislation.

3.6 There is no specific requirement to complete a review of the Tenancy Agreement this year. However, it is considered good practice to ensure that a review is carried out at reasonably regular intervals or as and when major legal or local requirements change. A draft of the proposed new tenancy agreement is attached as appendix C.

3.7 As part of this package of social housing reforms (and principally the Localism Act 2012), the Government introduced the requirement for all social landlords (including stock owning Local Authorities) to publish a tenancy policy.

3.8 The Tenancy Policy must set out:

- the kinds of tenancies that the council will offer
- the circumstances in which tenancies will be granted
- the length of tenancies granted
- the council's approach to succession rights
- interventions used to sustain tenancies
- the council's approach to tackling tenancy fraud

The draft Tenancy Policy 2014 - 19 is attached as appendix B.

- 3.9 The Council does not have to consult on the Tenancy Policy but there is a wider statutory duty under the Housing Act 1985 part IV Section 105 to consult with tenants on matters of housing management that represent a change in policy or practice which applies.
- 3.10 The Council does have a statutory duty to consult all of its tenants on any proposed changes to its Tenancy Agreement.

4. THE PROPOSAL

4.1 Current Position:

4.1.1 The Tenancy Policy

The purpose of the Tenancy Policy is to set out the Council's approach to tenancy management. In addition, the policy must clarify how the Council will support tenancy sustainment, tackle tenancy fraud, and manage discretionary succession rights.

The policy is applicable to tenants of Reading Borough Council including those in the North Whitley PFI area.

4.1.2 The Tenancy Agreement

The current Tenancy Agreement has been reviewed and updated on three occasions over the last 15 years:

- In 2001 - the changes were a general update and review of existing tenancy conditions and put in place the Introductory Tenancy.
- In 2007 - the changes were primarily related to forced entry for annual gas inspections.
- In 2009 - the changes were related to the introduction of service charges.

4.1.3 There are a number of "triggers" or reasons for recommending a review of the Tenancy Agreement at this time. These include:

- Changes to Housing Regulation and legislation which allow us, for instance, the opportunity to consider different forms of tenure and to change succession "rules" and policy.
- Clarifying responsibilities arising from recent changes in our local policies such as recharges for repairs, pet policy and tenancy fraud that require strengthening of or changes to existing clauses.
- Refreshing the language used and presentation of the Tenancy Agreement to make it a more user friendly and readable document.
- To amend, update or introduce new tenancy clauses to reflect changes in the types of complaints and concerns raised by tenants and councillors as well as those encountered by Housing Officers in the course of their work.

4.2 Options Proposed

4.2.1 The Tenancy Policy

Currently the Housing Service has a range of different policies relating to various aspects of Housing, Estate and Neighbourhood policy. The Tenancy Policy will collate a number of Housing Policies in one document and has been subject to consultation with tenant groups.

4.2.2 The key changes to the Tenancy Agreement proposed include:

4.2.2.1 Succession Policy

In relation to the 3 points a-c identified in the 'new rules' in Section 3.1.2 of this report the proposal is as follows:

- a) The Localism Act introduced a provision whereby people living together in a relationship should be treated as if they are married, or as if they are Civil Partners. Each case will be considered individually to determine whether the relationship is sufficiently well established to allow for succession. This is a position RBC already takes so **there is no policy change**.
- b) The Localism Act gives housing providers the discretion to decide whether or not to allow others, who may previously (as laid out in the 1985 Housing Act) have been allowed to succeed, the continued right to be able to apply to succeed to a tenancy on the death of a tenant. **The proposal is that the Council will continue to allow those who were previously entitled to apply to succeed to a tenancy to continue to apply. However, the proposal is to now take into consideration additional circumstances before deciding whether or not to allow succession to be granted.** The circumstances are laid out in Section 6.3.2 of the Tenancy Policy 2014 - 19. The circumstances allow the Council greater flexibility to decide whether or not to agree a succession e.g. in circumstances where an applicant has a history of abuse or poor maintenance of a previous Council tenancy, of causing anti-social behaviour or other breaches of tenancy these would now be considered as part of the application for a more rounded consideration to be made. Previously such circumstances could not be taken into consideration.
- c) The Localism Act gives a discretionary power to grant a genuine **second succession** to certain individuals. However due to the acute pressure on housing stock it is **proposed to not take on this discretionary power and to limit succession rights as outlined in the Tenancy Policy 2014 - 19.**

The Council's Housing Allocations Scheme includes the power to grant a new tenancy in circumstances where it is not possible to grant a succession e.g. if a tenant dies, leaving a spouse and children in occupation of a property they have occupied for a long time, but there has previously been a succession, **the Council may use its discretion to grant a new tenancy** to the spouse rather than forcing him/her to move out. The Council's Allocations Scheme contains further details of the provision.

This is no change to current practice for RBC tenants.

4.2.2.2 Increased emphasis on ASB prevention

The draft Tenancy Agreement (clause 10.4-10.5) more clearly lays out specific examples of anti-social and nuisance behaviour that are not acceptable and details of the actions the Council will take (clause 10.11) to control behaviour and protect the quality of life of other residents.

4.2.2.3 Recharges

The draft Tenancy Agreement provides greater clarity on recharges in a number of clauses so that tenants are aware that a breach of various tenancy clauses could result in a recharge being made to them to rectify the breach.

4.2.2.4 Permissions

The draft Tenancy Agreement provides greater clarity and additional clauses (7.14 - 7.18) related to ensuring that written permission from the Council is obtained prior to any alterations or improvements being carried out to a property by the tenant.

4.2.2.5 Flooring

New clauses (8.10 - 8.16) related to the tenant installing any new type of hard flooring covering have been included - this includes laminate flooring. The new clause gives a specific requirement to seek written permission before installing laminate flooring. Permission will generally be refused if the tenant lives in a flat due to the issues created for other tenants through noise nuisance.

4.2.2.6 Pets

Existing clauses related to pets have been strengthened and new ones added (9.14 - 9.23). The clauses reiterate that if the tenant lives in a house they must not keep more than two domestic pets. If they live in Sheltered Housing or a block of flats they must not keep a dog, cat or other large pet unless they have obtained permission.

They also state that a pet/animal business must not be run from the home.

4.2.2.7 Gardens

Existing clauses have been strengthened and new ones added (8.19 - 8.24) to give greater clarity on tenant responsibility for garden and balcony areas.

4.2.2.8 Preventing Accidents and Fires

Existing clauses have been strengthened and new ones added (9.1 - 9.11) to give greater clarity on tenant responsibility related to safety and preventing fires in the communal areas of blocks of flats and estate areas generally. The clauses are clear that the internal communal areas (staircases, corridors etc.) must be kept clear at all times.

4.2.2.9 Pests and Infestations

Clause 9.13 states that the tenant is responsible for dealing with infestations and pests in the home.

4.2.2.10 Insurance

A new clause (8.37) has been added advising tenants of the importance of ensuring that they obtain home contents insurance.

4.2.2.11 Data Protection

New clauses have been added (Section 12) that update on what the Council does with the personal information it holds and who it may share the information with and why.

4.2.2.12 Parking

Existing clauses have been strengthened and new ones added (8.29 - 8.30) to give greater clarity on tenant responsibility related to parking issues.

4.3 Other Options Considered

4.3.1 Not to undertake a review of the Tenancy Agreement: As noted, there is no specific requirement to complete a review of the Tenancy Agreement this year. However it is good practice to ensure a review is completed on a reasonably regular basis to ensure it reflects any legislative changes or updates and to strengthen existing clauses or introduce new ones. A large scale review was last carried out in 2001. Without a thorough review of the Tenancy Agreement it will become increasingly difficult to manage existing and new tenancies where a

breach of tenancy occurs and limits the action the Council can take in such cases.

5. CONTRIBUTION TO STRATEGIC AIMS

- 5.1 Reviewing and updating the existing tenancy agreement and clarifying the tenant policy helps to promote equality, social inclusion and a safe and healthy environment for all through enabling more effective tenancy management.

6. COMMUNITY ENGAGEMENT AND INFORMATION

- 6.1 Any significant change to the Tenancy Agreement is accompanied by a requirement to consult. The process, requirements and timeframe for consultation are set out as a prescribed process in Section 103 of the Housing Act 1985.

- 6.2 The two primary areas to be noted are the issuing of a 'Preliminary Variation Notice' and a 'Variation Notice'.

- 6.3 The Preliminary Variation Notice must be served on all RBC tenants holding secure and introductory tenancies including those in the North Whitley PFI area. The Preliminary Notice informs the tenant of the Council's intention to serve a Notice of Variation and is the primary method of consulting each tenant to obtain their views on the changes proposed to the Tenancy Agreement. The Preliminary Notice will set out each proposed change, the effect of the change and the reason for the change. Attached to the Notice will be a copy of the proposed Tenancy Agreement.

- 6.4 A pre-paid envelope will be enclosed to encourage as many responses as possible. A 6-8 week period will be allowed for responses to be made. In addition to the Preliminary Variation Notice additional consultation will include:

- A presentation to the tenant representatives that make up the Housing Joint Consultative Committee.
- A presentation to the tenant representatives that make up the Housing Quality Panels and those that make up TACT (Tenants and Council Together - a scrutiny panel).
- A presentation to local tenant associations' meetings.
- A series of 6 meetings (one in each Housing Officer patch area) so that local residents can find out more information about the proposed new Tenancy Agreement, ask questions and make comment.
- An article in Housing News highlighting the consultation process and some of the main changes proposed.

- 6.5 All tenant feedback received will be collected and formally

considered in a minuted meeting, providing a record showing that the comments were considered and taken into account and recording any changes to the draft Tenancy Agreement that are made as a result of the consultation.

- 6.6 A formal Notice of Variation is then served on all tenants. The Notice will again detail the changes by enclosing the new Tenancy Agreement. The Notice will also include a date (no less than 4 weeks following service of the Notice) when the new Tenancy Agreement will become effective.
- 6.7 Subject to the committee process and consultation the aim is to bring in the new Tenancy Agreement during Spring 2015.

7. EQUALITY IMPACT ASSESSMENT

- 7.1 Under the Equality Act 2010, Section 149, a public authority must, in the exercise of its functions, have due regard to the need to:
- Eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under this Act;
 - Advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
 - Foster good relations between persons who share a relevant protected characteristic and persons who do not share it.
- 7.2 An Equality Impact Assessment has been completed and is attached as appendix A. A number of clauses in the proposed new Tenancy Agreement strengthen and will have a positive impact on equality issues. The consultation period where all tenants are consulted on the proposed new agreement will highlight further issues or concerns and a further Equality Impact Assessment will be completed at that point.

8. LEGAL IMPLICATIONS

- 8.1 The requirement for a Tenancy Policy was introduced as part of the changes implemented through the Localism Act 2011, and through changes to the regulatory standards which all social landlords must follow.
- 8.2 The Localism Act 2011 introduced several new provisions which give more discretion to local authorities in the ways in which they can manage their housing stock. The main changes are around flexible tenancies, succession rights, and mutual exchanges.
- 8.3 The prevention of Social Housing Fraud Act 2013 gives local authorities the power to prosecute for fraud which specifically relates to Council tenancies.

- 8.4 The variation of the terms of the Tenancy Agreement is covered by the provision of the Housing Act 1985. The Council should ensure the provisions and good practice are followed by ensuring:
- a. All tenants (Secure and Introductory) are consulted and able to make representations.
 - b. All tenants are notified of the reasons for the proposed variations.
 - c. Tenants are given the reason for the final decision made.
- 8.5 This will be achieved through the serving of the formal Preliminary Variation Notice and a Notice of Variation.
- 8.6 The current RBC Council Housing Tenancy Agreement Clause 2.10 states 'We must consult you before making any changes to the conditions of this agreement (except for rent) and must notify you in advance of actually making any changes'.

9. FINANCIAL IMPLICATIONS

- 9.1 A budget of £20,000 has been identified from the Housing Revenue Account to fund:
- The printing of approximately 6,500 draft Tenancy Agreements, the Preliminary Notice of Variation and an accompanying letter.
 - The printing of approximately 6,500 final Tenancy Agreements, the Notice of Variation and an accompanying letter.
 - Pre-paid envelopes for the return of comments as a result of the Preliminary Variation Notice and for the return of a signed copy of the final Tenancy Agreement.
 - Postage costs for the above documents.
 - Any other associated costs.

10. BACKGROUND PAPERS

- 10.1 There are no background papers.

Equality Impact Assessment
Provide basic details

Name of proposal/activity/policy to be assessed

Review and updating of RBC Council Tenancy Agreement

Directorate: DENS

Service: Housing

Name and job title of person doing the assessment

Name: Tom Martin

Job Title: Tenant Services Manager

Date of assessment: October 2014

Scope your proposal

What is the aim of your policy or new service?

To update the existing Council housing Tenancy Agreement to reflect changes in legislation, strengthen existing clauses in the agreement and to have new ones added to give greater clarity on tenant responsibility.

Who will benefit from this proposal and how?

Tenants will benefit from having an agreement set out in a clearer format with a series of new and existing clauses that make clear their and the Council's responsibilities. The new clauses will enable the Council to take effective action against those who breach any of the Tenancy Agreement clauses. It will also offer greater protection to those who are victims/witnesses of those who breach the Tenancy Agreement clauses.

What outcomes will the change to achieve and for whom?

See above.

Who are the main stakeholders and what do they want?

RBC - who need a legally upto date and comprehensive Tenancy Agreement that will allow it to take more effective action against those who breach the Agreement.

RBC tenants - who will be seeking an agreement that clearly sets out not only their responsibilities but their rights. They want an agreement that will allow the landlord to take action against those causing them ASB and other problems. At various meetings with residents groups (Joint Consultative Council, Housing Quality Panels, Focus Groups) tenants have confirmed these as relevant issues to them and the wider tenant body.

Assess whether an EIA is Relevant

How does your proposal relate to eliminating discrimination; promoting equality of opportunity; promoting good community relations?

The new Tenancy Agreement has specific clauses laying out expectations on behaviour so that tenants, family members and visitors respect their home, their neighbours and the neighbourhood in which they live.

- There are specific clauses around living and behaving safely in the communal areas of blocks and general estate areas.
- Having and looking after pets that do not cause nuisance to neighbours.
- A statement that we want the tenant and those around them to be able to live peacefully in their home and if suffering from nuisance, harassment, racial harassment or domestic abuse to contact us for help and support.
- A specific section entitled 'Respecting Others' that details the types of behaviour that are not acceptable to neighbours and Council Officers visiting or working in the area.
- A specific clause headed 'Hate Crime' and stating the tenant must not discriminate against anyone because of their race, colour religion, sex, age, mental or physical disability, learning disability or sexual orientation, or for any other reason.
- A specific clause related to domestic violence.
- A specific clause detailing the types of action we may take against those who breach the above clauses.

Do you have evidence or reason to believe that some (racial, disability, gender, sexuality, age and religious belief) groups may be affected differently than others? (Think about your monitoring information, research, national data/reports etc)

Yes No

Is there already public concern about potentially discriminatory practices/impact or could there be? Think about your complaints, consultation, feedback.

Yes No

If the answer is **Yes** to any of the above you need to do an Equality Impact Assessment.

If **No** you **MUST** complete this statement

An Equality Impact Assessment is not relevant because:

| | |
|-----------------------------|------|
| Signed (completing officer) | Date |
| Signed (Lead Officer) | Date |

Assess the Impact of the Proposal

Your assessment must include:

- **Consultation**
- **Collection and Assessment of Data**
- **Judgement about whether the impact is negative or positive**

Think about who does and doesn't use the service? Is the take up representative of the community? What do different minority groups think? (You might think your policy, project or service is accessible and addressing the needs of these groups, but asking them might give you a totally different view). Does it really meet their varied needs? Are some groups less likely to get a good service?

How do your proposals relate to other services - will your proposals have knock on effects on other services elsewhere? Are there proposals being made for other services that relate to yours and could lead to a cumulative impact?

Example: A local authority takes separate decisions to limit the eligibility criteria for community care services; increase charges for respite services; scale back its accessible housing programme; and cut concessionary travel. Each separate decision may have a significant effect on the lives of disabled residents, and the cumulative impact of these decisions may be considerable. This combined impact would not be apparent if decisions are considered in isolation.

Consultation

How have you consulted with or do you plan to consult with relevant groups and experts. If you haven't already completed a Consultation proforma do it now. The checklist helps you make sure you follow good consultation practice. ([hyperlink to Consultation proforma](#))

| Relevant groups/experts | How were/will the views of these groups be obtained | Date when contacted |
|--|---|---------------------|
| A working group of managers from other Housing teams (ASB, Repairs etc.) | Managers from each team area and agreed tenancy clauses specific to their team area | Jan-Oct 2014 |

| | | |
|--|--|---------------------------|
| Housing Management Team | The draft Tenancy Agreement was 'signed off' by the Housing Management Team | October 2014 |
| Lead Councillor for Housing | The Tenancy Agreement was presented to Lead Councillor Briefing | October 2014 |
| Joint Consultative Committee Housing Quality Panels | A draft of the new agreement and a report outlining the main changes will be presented to these groups that are made up of Housing tenants | October/November 2014 |
| All tenants of Reading Borough Council | <ol style="list-style-type: none"> 1. A 'Preliminary Variation Notice' will be sent to all tenants which will outline the proposed changes and the effect the changes will have. All tenants will have a 6-8 week period to respond using a pre-paid envelope. 2. A series of public meetings to which all local residents will be invited to hear about the proposed changes, ask questions and make comments. 3. Attendance at local resident association meetings to do the above. | December/February 2014-15 |
| For any major changes to a Tenancy Agreement the Council must follow a prescribed statutory consultation process as laid out in Section 103 of the Housing Act 1985. | | |

Collect and Assess your Data

Using information from Census, residents survey data, service monitoring data, satisfaction or complaints, feedback, consultation, research, your knowledge and the knowledge of people in your team, staff groups etc. describe how the proposal could impact on each group.

Describe how this proposal could impact on Racial groups

Is there a negative impact? Yes No Not
sure

Describe how this proposal could impact on Gender/transgender (cover pregnancy and maternity, marriage)

Is there a negative impact? Yes No Not
sure

Describe how this proposal could impact on Disability

Is there a negative impact? Yes No Not
sure

Describe how this proposal could impact on Sexual orientation (cover civil partnership)

Is there a negative impact? Yes No Not
sure

Describe how this proposal could impact on Age

Is there a negative impact? Yes No Not
sure

Describe how this proposal could impact on Religious belief?

Is there a negative impact? Yes No Not
sure

Make a Decision

If the impact is negative then you must consider whether you can legally justify it. If not you must set out how you will reduce or eliminate the impact. If you are not sure what the impact will be you **MUST** assume that there could be a negative impact. You may have to do further consultation or test out your proposal and monitor the impact before full implementation.

Tick which applies

| |
|---|
| <p>1. No negative impact identified Go to sign off X</p> <p>2. Negative impact identified but there is a justifiable reason <input type="checkbox"/> You must give due regard or weight but this does not necessarily mean that the equality duty overrides other clearly conflicting statutory duties that you must comply with. Reason</p> <p>3. Negative impact identified or uncertain <input type="checkbox"/> What action will you take to eliminate or reduce the impact? Set out your actions and timescale?</p> |
|---|

| |
|---|
| <p>How will you monitor for adverse impact in the future?</p> <p>1. Regular Tenant Satisfaction Surveys</p> <p>2. Monitoring of ASB cases</p> <p>3. Monitoring of complaints</p> |
|---|

| | |
|-----------------------------|------|
| Signed (completing officer) | Date |
| Signed (Lead Officer) | Date |

Tenancy Policy 2014 - 2019

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1. PURPOSE OF POLICY

The purpose of this policy is to set the council's approach to tenancy management following the changes brought about in the Localism Act 2011, and the changes to the regulatory standards that all social landlords are expected to meet.

In addition, the policy clarifies how the council will support tenancy sustainment, tackle tenancy fraud, and manage discretionary succession rights.

The policy is applicable to tenants of Reading Borough Council.

2. INTRODUCTION

As part of the wider package of social housing reforms, the Government has introduced the requirement for all social landlords to publish a tenancy policy.

The reforms include the introduction of fixed term tenancies and affordable rent, changes to allocations and homelessness and promotion of increased mobility for social tenants.

These reforms are being implemented through the Localism Act and changes to the regulatory standards that all social landlords are expected to meet.

In April 2012, a revised regulatory framework was introduced along with a revised set of regulatory standards. It is the tenure element of the revised tenancy standard that states the requirement for all social housing providers to publish clear and accessible tenancy policies.

The tenancy policy sets out:

- the kinds of tenancies that the council will offer
- the circumstances in which tenancies will be granted
- the length of tenancies granted
- the council's approach to succession rights
- interventions used to sustain tenancies
- the council's approach to tackling tenancy fraud
- preventing unnecessary eviction, and the needs of vulnerable households

It should be noted that the requirement for social housing providers to publish a tenancy policy is different to the statutory requirement, under the Localism Act, for all local authorities to develop a tenancy strategy by January 2013.

The Council does not have to consult on the Tenancy Policy but there is a wider statutory duty under the Housing Act 1985 part IV Section 105 to consult with tenants on matters of housing management that represent a change in policy or practice.

3. TENANCIES

Types of Tenancy

There are 4 types of tenancies available to Reading Borough Council:

- An Introductory Tenancy
- A Secure Tenancy

- A Demoted Tenancy (subject to a court order)
- A Family Intervention Tenancy (FIT)

There are a few exceptional situations that operate outside this normal framework of introductory, secure, demoted and Family Intervention Tenancies. These tenancies have even less security and protection and normally apply to short term accommodation.

The most common of these exceptions is tenancies granted by the Council under its homelessness functions, which generally relate to temporary and emergency accommodation.

Such tenancies operate according to statutory criteria. As is the case with most security of tenure legislation, the council cannot choose to set up an individual tenancy outside those criteria.

Flexible (fixed term) tenancies

Section 154 of the Localism Act 2011 gives local authorities the power to offer flexible tenancies to new social tenants and to family intervention tenants. A flexible tenancy is a secure tenancy of a fixed term of not less than 2 years but more normally will run for five years.

Reading Borough Council strives to support and sustain communities. One way of doing this is to grant lifetime social tenancies (secure tenancies) wherever possible. Reading Borough Council does not offer flexible or fixed term tenancies and will continue to offer Introductory and Secure Tenancies as its default tenancy type. This position is in line with the position statement set out in Reading Borough Council's Tenancy Strategy.

Introductory tenancies

Reading Borough Council has an introductory tenancy scheme and this has run successfully for a number of years.

Unless a new tenant (or one party to a joint tenancy) already has a secure tenancy, or another social housing equivalent such as an assured non short-hold tenancy, Reading Borough Council will grant new tenants an introductory tenancy for a trial period.

This trial period ordinarily allows for introductory tenancies for a period of 12 months, or for a maximum period of 18 months where reasons for extending the introductory period have been given. The tenant has the opportunity to request a review of the decision to extend the ordinary introductory period to the maximum period of 18 months.

Introductory tenants have less security and fewer rights than secure tenants. These differences are set out in the Tenancy Agreement.

Secure tenancies

Reading Borough Council will grant a secure tenancy where:

- Introductory tenants have successfully completed the trial period. Such tenants will automatically become secure tenants.
- Existing secure tenants transfer from other council properties. Such tenants will retain their secure tenancy.
- Existing assured tenants of housing associations transfer into a council property. Such tenants will become secure tenants.
- Existing RBC tenants who apply to succeed to a tenancy (and meet the legislative and RBC policy criteria) will 'inherit' the existing secure tenancy (e.g. joint to sole etc.)

The rights and responsibilities of secure tenants are fully set out in the Tenancy Agreement.

Demoted tenancies

A secure tenancy may be ended by a court order for some kinds of antisocial behaviour and replaced with a demoted tenancy lasting for 12 months, after which it will usually revert back to a secure tenancy provided that the tenant has not perpetrated anti-social behaviour during the 12 month demoted tenancy period. Where the tenant has perpetrated anti-social behaviour during the demoted tenancy period, the Council has the right to apply to court for a possession order.

A demoted tenancy has less security and fewer rights than a secure tenancy. It is broadly like an introductory tenancy and can be a useful alternative to a suspended possession order in some cases.

Family Intervention Tenancies (FIT)

Family Intervention Tenancies are granted to a few families who have chaotic lifestyles including anti-social behaviour, rent arrears and children not attending school. It is a tenancy for families who require intensive family support and are at risk of being made homeless from their existing social housing tenancy. They are entered into voluntarily although the consequence of a refusal to accept a FIT might well lead to further legal action being taken. A FIT usually lasts between 6 months and a year.

In law an existing tenancy cannot be converted to a Family Intervention Tenancy and the family will be offered a different property. However, the Council can convert a Family Intervention Tenancy, usually into an introductory tenancy for 12 months, which can then become a secure tenancy provided the family can demonstrate a sustainable improvement in their behaviour.

Tenants will be required to sign a separate Tenancy Agreement for a Family Intervention Tenancy (FIT).

Joint tenancies

Where the proposed joint tenants are both eligible for housing as defined by legislation the tenancies listed above could be granted on a joint tenancy basis. The terms on which joint tenancies are granted are set out in the Housing Allocations Scheme.

Length of tenancy

The general rule is that a tenancy carries on indefinitely, unless a flexible (fixed term) tenancy has been granted. In legal terms, it is a weekly tenancy. It therefore continues running week-by-week (from first thing Monday to midnight Sunday), beginning with the start date shown on the original tenancy sign-up sheet, until it ends.

Ending the Tenancy

The tenancy may be ended as follows:

- by the tenant - notice to quit
- by the council - notice to quit (only if there is no security of tenure)
- by the council - court order
- by agreement - surrender

The Council's Tenancy Agreement explains these circumstances in more detail. However it should be noted that the council will generally only seek to end a tenancy if:

- The conditions of the tenancy agreement have not been adhered to.
- In the case of death of a tenant.
- Other special circumstances referred to in clause 2.12 of the current tenancy agreement (e.g. if the property needs to be empty temporarily for major repairs or improvements or permanently because it has to be demolished).

4. RENTS

The council currently charges social rent on all of its tenancies. Rent levels are set under the terms of the council's Rent and Annual Service Charge Setting Process.

Service charges are shown as a separate weekly charge for the homes which benefit from these services.

5. TENANT MOBILITY

Mutual Exchange

A Mutual Exchange is a swap of accommodation between two or more tenants and relies on each party moving permanently into their exchange partner's property. A tenant cannot exchange into an untenanted property.

All Council and Housing Association/Registered Provider tenants with Secure or Assured Tenancies can apply to exchange their accommodation. All tenants must apply for, and obtain written permission from their own landlord before going ahead with an exchange.

RBC tenants will be advised that where they are exchanging with an authority or registered social provider that operates a flexible tenancy regime they will be entitled to exchange into either a secure or an assured tenancy.

The Localism Act 2011 amends statutory provisions relating to mutual exchanges of social housing tenancies. Tenants with lifetime tenancies (whether secure Council tenancies or assured housing association tenancies) retain lifetime tenancies when

they exchange with other social housing tenants, and tenants with flexible tenancies (whether flexible Council tenancies or assured shorthold housing association tenancies) should retain flexible tenancies when they exchange with other social housing tenants. However, as Reading Borough Council does not currently offer flexible tenancies, any incoming housing association tenant who moves to a council property will be offered a secure lifetime tenancy. Any outgoing Council tenant who moves to a housing association property will be offered an assured tenancy.

Tenants of Reading Borough Council considering moving, if eligible, can exchange their home with another council tenant or housing association tenant. The Housing Act 1985 (as amended by the Localism Act 2011) determines the Council's Mutual Exchange procedure, which sets out:

- the circumstances under which applications for mutual exchange are considered and
- the council's commitment to ensure that requests for mutual exchange are dealt with promptly, fairly and efficiently and in accordance with the Housing Act 1985

Tackling Under-Occupancy

The Welfare Reform Act 2012 introduced the spare room subsidy (also known as the Bedroom Tax) as a measure to reduce under-occupation amongst working age households.

The Council has a number of incentives in place to assist people to downsize. These are as follows:

- Greater priority bands are given to tenants registered on the transfer list who are under-occupying as laid out in the Council's Allocation Scheme.
- Financial and practical assistance is given to those who wish to move
- Housing advice and support is given to tenants, providing them with information about their options.

The Council's Allocations Scheme and the Under-Occupation Policy set out in more detail how Reading Borough Council will manage and encourage under-occupiers to move to more suitably sized accommodation. In doing so, the aim will be to release larger accommodation for families in housing need and make best use of limited Housing stock.

6. SUCCESSION

6.1 Introduction

The Localism Act changed the law in a number of areas related to succession of tenancy. These specific changes are set out in the following sections.

6.2 Legal Background

Before the changes brought about by the Localism Act were introduced, succession rights were governed by the 'old rules'. After the introduction of those changes, succession rights are now governed by the 'new rules'.

The key date for determining whether the 'old rules' or the 'new rules' apply is the date upon which the tenancy agreement was entered into. If the agreement was entered into before 01.04.2012 the 'old rules' will apply. If the agreement was entered into after 01.04.2012 the 'new rules' will apply.

For those who became tenants prior to April 2012 (which is currently the majority of our tenants), their succession rights will be governed by the old rules, and will remain unchanged

The old rules

If the tenancy agreement began before 01.04.12, it will include the following succession rights:-

- A The right for one succession to spouse or civil partner provided that that person was living in the property with the tenant at the time of the tenant's death.
- B The right for one succession to another close family member provided that that family member had been living continuously with the tenant for a 12 month period ending on the date of death of the tenant.

Under the old rules, only one succession is permitted.

The new rules

Tenancy agreements which began after 01.04.12 include the following rights:-

- A The right for one succession to spouse, civil partner or common law partner provided that that person was living in the property with the tenant at the time of the tenant's death.
- B The right for one succession to another family member provided that the tenancy agreement includes a provision which allows this.
- C The right to a second succession provided that the tenancy agreement includes a specific provision which allows this

Under both the old rules and the new rules, on the death of a joint tenant the surviving joint tenant will become the sole tenant and is the "successor" for the purposes of legislation.

6.3 Reading Borough Council Succession Policy

Following the changes introduced by the Localism Act, there are 4 mechanisms which may determine what happens to the secure tenancy when a tenant dies. Those 4 mechanisms are:-

- a) Statutory succession to spouse/civil partner/common law partner;
- b) Contractual succession to close members of family who have resided at the property for a period of time before the death of the tenant;

- c) Second succession
- d) Discretion to grant a new tenancy

Some of these mechanisms are mandatory, and some are discretionary; and some have been adopted by RBC whereas others have not been.

The table below sets out the main differences:-

| Mechanism | Mandatory | Discretionary | Adopted by RBC? | New tenancy created? |
|---|-----------|---------------|-----------------|----------------------|
| Succession to spouse/civil partner/common law partner | Yes | No | Yes | No |
| Succession to other family members | No | Yes | Yes | No |
| Second succession | No | Yes | No | No |
| Discretion to grant a new tenancy in circumstances where succession is not possible | No | Yes | Yes | Yes |

6.3.1 Rights of spouses/common law spouses/civil partners

Under the old rules, spouses and civil partners were allowed to succeed provided that they were living in the property with the tenant at the time of the tenant's death.

The Localism Act has introduced a provision whereby people living together in a relationship should be treated as if they are married, or as if they are civil partners. This is a position RBC already takes so there is no policy change from an RBC perspective.

Where there has been no previous succession then the spouse, civil partner, or common-law partner of the tenant will automatically succeed to the tenancy.

6.3.2 Succession to other family members

The Localism Act gives housing providers the discretion to decide whether or not to allow others, who may previously (as laid out in 1985 Housing Act) have been allowed to succeed, the continued right to be able to apply to succeed to a tenancy on the death of a tenant. The Council has decided that it will continue to allow those who

were previously entitled to apply to succeed to a tenancy to continue to do so. However the Council will now take into consideration additional circumstances before deciding whether or not to allow a succession to be granted.

In such cases, the assessment of an application to succeed will firstly establish the following:

1. no-one else has a legal right to succeed **and**
2. the applicant is "close family member" - husband, wife, civil partner or partner or another close family member - parent, grandparent, grandchild, child, brother, sister, uncle, aunt, nephew, niece (including relationships by marriage, civil partnership, step relationships and children born outside of marriage **and**
3. has shared the former tenant's home (as their main residence) for a minimum of 12 months preceding the death of the previous tenant

If the applicant meets **all three** requirements as set out above the Council will take into account the following additional circumstances before deciding whether to allow a succession to take place or to grant a new tenancy. The circumstances taken into consideration include, but are not limited to:

- The needs of the applicant in relation to others in housing need who are registered for housing with the council.
- The financial resources of the applicant and the resources to obtain alternative, suitable accommodation elsewhere.
- The applicant is likely to be vulnerable for the purposes of an application as homeless.
- The likely effect of any decision by the council not to exercise its powers on the health, safety or well-being of the parties and of any relevant child.
- Existing rent arrears.
- Outstanding recharge costs to the Housing Department.
- Outstanding arrears as a result of housing benefit overpayments.
- Any history of anti-social behaviour connected to any members of the household.
- The details (inc. name, date of birth and gender) of all persons who form part of a household. Persons who form part of a household are defined in the Housing Allocations Scheme.
- Evidence of domestic violence e.g. a police report, a report of domestic violence by an Officer of the Council, medical evidence or other appropriate evidence.
- The nature of the parties' relationship. If appropriate the length of time during which they have co-habited.
- The way in which the property has been maintained by the applicant(s) during the history of the tenancy. (The pre- term inspection made at the point the application is made will help in this).
- The vulnerability of the tenant(s) or other occupiers of the property.
- The length of time the applicant(s) has lived at the property.
- The length of time the applicant(s) have shared the former or current tenant's home.
- The history of previous breaches of the tenancy agreement.
- The suitability of the applicants as tenants.
- The size of the property in relation to the needs of the applicant(s).

6.3.3 Second Successions

The Localism Act gives a discretionary power to grant a genuine second succession to certain individuals provided that this power is incorporated into the council's standard secure tenancy agreement.

The acute pressure on housing stock affecting RBC means it will not take on this discretionary power and will limit succession rights as outlined in this policy.

6.3.4 Discretionary grant of new tenancy

Under its allocations scheme, the Council has the power to grant a new tenancy in circumstances where it is not possible to grant a succession, e.g. if a tenant dies, leaving a spouse and children in occupation of a property that they have occupied for a long time, but there has previously been a succession, the Council may use its discretion to grant a new tenancy to the spouse rather than forcing him/her to move out. The Council's allocations scheme contains further details of this provision.

Any application for the discretionary grant of a new tenancy will be considered by the Management Transfer Panel. The additional criteria highlighted in 6.3.2 will be taken into consideration when making a decision.

Using our discretionary right to create a new tenancy in cases where succession has been turned down will create new tenancy rights, including a fresh set of succession rights.

6.3.5 No statutory or Discretionary Right to Succeed

Where the applicant has no statutory right to succeed **and** the council has not agreed to grant a new tenancy, the following approach will be taken:

- Formal notice will be given to the applicant, and appropriate legal action will commence in order to gain possession of the property.
- During this time applicants will be given advice on their housing options and required to register and/or bid on the Housing Register.
- The applicant will not be required to sign a Tenancy Agreement.
- The council will allow the applicant to remain in the property for a minimum of three months (following the death of the former tenant) and a maximum of 12 months before they are required to vacate the property.

6.3.6 What if the applicant has a right to succeed and is under-occupying the property?

- If an applicant is a spouse, partner, civil partner and has a statutory right to succeed then they will succeed to the Tenancy and property *regardless* of any under-occupation.
- If an applicant has a contractual right to succeed, but the property is too big for their needs, the council will always give the opportunity to bid with increased priority (Band B) on a smaller property where they are under-occupying the current accommodation unless there are *exceptional* reasons not to do so. In such cases it is expected that the applicant will move voluntarily and quickly to suitable alternative accommodation through bidding via the CBL scheme and their application being awarded priority as per the allocations scheme.

- However if the occupier chooses not to move then in order to safeguard the return of the property and to ensure eventual vacant possession of the property a formal notice will be served upon the tenant under Ground 15A of schedule 2 to the Housing Act 1985 (as amended). Once the Notice has expired appropriate legal action will commence to gain possession of the property. In these cases the Council will conditionally need to provide suitable alternative accommodation. In cases where legal action is taken through the courts the council may, depending on the circumstances of the case, pursue the applicant for all cost associated with taking the case to and through the court.

Tenant's succession rights are included in the council's Tenancy Agreement and the Allocations Scheme.

7. TENANCY SUPPORT

Reading Borough Council is committed to helping tenants to maintain their tenancy and offers a variety of ways to support tenants in achieving a successful tenancy.

The council operates a number of services and interventions for ensuring, whenever possible, that all individuals succeed in their tenancies, to minimise tenancy failure and to support people to live in their homes independently.

Where a tenant has been identified as needing additional support, this may be provided directly by Tenant Services including debt advice and tenancy sustainment support and/or the tenant may be sign-posted to external agencies such as the Citizens Advice Bureau or other support services.

Housing will also make referrals to and work closely on a case by case approach with colleagues in Social Services (OT's, Family and Social Workers and Children's Services) Community Mental Health to identify concerns and agree an appropriate and "joined-up" course of action. Referrals may also be made to external agencies as appropriate.

A number of services are currently provided to identify support needs and to provide support and enhance independence including:

- Tenancy Audits - a "rolling programme" of routine visits which will often identify if tenants require additional support and services for the maintenance and successful management of their home.
- Older Persons and Disabled Persons Grass cutting and Decoration Scheme which provide practical assistance for vulnerable tenants to maintain their home.
- Provision of an Activities Officer within the Sheltered Housing Schemes to encourage and provide mental/physical stimulation and social interaction for older tenants thus contributing to the wider agenda to maintain independence, health and well-being for as long as possible.
- Opportunities for Tenants to interact with others, gain new skills and confidence through a range of participation options and the provision of Tenant Training and support to gain accredited qualifications.
- Financial support through budgeting and welfare benefit advice, FCSC, DHP etc.
- Tenancy sustainment support.

8. TENANCY FRAUD

The council will take action against any tenant found to be committing tenancy fraud, including those tenants found to be sub-letting their home without permission. This position recognises the value of social housing and the obligation of social landlords to ensure that properties are let appropriately to those in recognised housing need and that landlords make the best use of limited housing stock. The policy on Tenancy Fraud is laid out in more detail in Housing's Tenancy Fraud Policy.

Commitment - the council's approach to tenancy fraud is to comply with the Regulatory Framework as referred to in Housings Fraud Policy, and to commit to tackling housing fraud. The council will take action to prevent fraud and to ensure that its housing stock is only occupied by those with a legal right to be in residence.

Partnership - we will work in partnership to tackle reports of tenancy fraud with other council departments - Legal Services, Corporate Investigations Team and external agencies. We recognise the importance of different departments and agencies working together and will continue to share information where legislation permits to limit or prevent tenancy fraud.

We actively collaborate with other area based social housing providers to share good practice and joint initiatives through the Thames Valley Fraud Forum

Communication - where appropriate, we will publicise cases of tenancy fraud through Local Newsletters, Housing News, the website (provision of "Hotline" for reporting) and the local press.

Prevention - we will identify opportunities to prevent tenancy fraud - checks at Housing Registration, photographs of genuine tenants, proactive visits, credit checks and checks on occupation through Tenancy Audits visits. The Neighbourhood Services procedure "Tenancy Audits" sets out the background to tackling Tenancy Fraud and provides guidance and a process for officers in tackling fraud.

Review of this Policy

This policy will be reviewed every 5 years or earlier if required. The council may choose to review before the expiry of 5 years if it feels this is necessary due to national or local changes to policy or circumstances.

APPENDIX A. Summary of Succession Rights over time

The change in statutory succession rights applies only to tenancies created after the changes introduced by the Localism Act 2011 came into effect (April 2012). For tenancies prior to this date the succession rules are unchanged (and defined in the Housing Act 1985).

The box below summarises the impact on succession rights that will then come into force with a change to the Tenancy Agreement in 2014/2015.

| | | | | | | | |
|-----------------------------|--|-------------|--|------------|---|------------|------------------------|
| For Tenancies commencing... | Prior to 1 April 2012 | then | Statutory Succession Rights are set out in 1985 Housing Act | | | | |
| For Tenancies commencing... | After 1 April 2012 | then | Statutory Succession Rights are set out in the Localism Act 2011 | and | Tenancy Agreement (TA) rights prior to any change in TA in 2014 | and | Housing Tenancy Policy |
| For Tenancies commencing... | After change in RBC Tenancy Agreement 2014 | then | Statutory Succession Rights are set out in the Localism Act 2011 | and | Tenancy Agreement rights after changes 2014 | and | Housing Tenancy Policy |

Note: The main difference between the Tenancy Agreement before April 2014 and after April 2014 is that after April 2014 the people defined being eligible to succeed reflects the statutory requirements. The consideration of other applicants comes under the discretionary (contractual) criteria.

INTRODUCTION

What does this mean for you?

This Tenancy Agreement sets out your rights and responsibilities as a tenant and those of the Council.

When you sign this Agreement you will become either an Introductory or Secure tenant and you must comply with the conditions of the tenancy. We will tell you which type of tenancy you have been given.

The tenant factsheets, which are not part of this Agreement, explain how to access the range of services we provide to help you to manage and keep your tenancy.

About your Tenancy Agreement

This Tenancy Agreement is a contract between Reading Borough Council and you and it does not give any rights or duties to anyone else.

The Agreement is a legal contract that explains your rights and responsibilities as a tenant and our rights and responsibilities as your landlord.

Any references in this Agreement to legislation only apply to legislation in force at the date of this agreement and to any amendment or replacement of it.

You must read the full agreement before you sign.

The responsibilities in the Agreement apply to you; your husband, wife, civil partner or partner; and your friends, relatives and anyone else living in or visiting your home, including your children.

If this is a Joint tenancy, each joint tenant must comply with the obligations set out in the Agreement and is responsible for the acts and conduct of all other joint tenants.

In special circumstances we may add additional terms and conditions to this Tenancy Agreement. These extra conditions will be set out in a separate agreement signed by you and by us and attached to this Tenancy Agreement. We can also change the terms of this tenancy if we follow one of the procedures set out in Section 102 of the Housing Act 1985

Giving us information

You must give us correct information. We may take legal action to force you to leave your home if you (or somebody acting on your behalf) has made a statement you know is false *or* gives us misleading information in order to obtain this tenancy.

Signing this Tenancy Agreement

You must sign the Agreement on page 36 of this document when you become a Council tenant. We will also ask you to sign each section of the Tenancy Agreement to confirm that it has been read and understood.

If there is anything you don't understand please ask. You can also get help from the Citizen's Advice Bureau or other independent legal advice.

- Section 1 - Secure tenancy - general conditions**
Explanation of the Tenancy Agreement
- Section 2 - Introductory tenancy - general conditions**
Explanation of the Tenancy Agreement
- Section 3 - Summary of legal rights of tenants**
Table setting out the main legal rights of Introductory and Secure tenants.
- Section 4 - Notices, permission and complaints**
Official addresses for the service of notices and requests for written permission
- Section 5 - Our responsibilities and your rights**
General responsibilities of the Council, and main rights of tenants
- Section 6 - Rent and other payments**
Your rights and responsibilities - paying your rent and other charges
- Section 7 - Repairs, maintenance and improvements**
Your rights and responsibilities - repairing and maintaining your home
- Section 8 - Living in and around your home**
Your responsibilities for communal areas, gardens, parking, vehicles, running a business, etc.
- Section 9 - Living in a safe and healthy home**
Your responsibilities for maintaining a safe and healthy home, the prevention of accidents and fires, dealing with pests and keeping pets
- Section 10 - Living in your community**
Your responsibilities to prevent anti-social behaviour and harassment
- Section 11 - Ending your tenancy or moving house**
Your responsibilities when you leave your home or move house
- Section 12 - Data protection**
- Section 13 - Meaning of words**
Explanation of terms and definitions used in this tenancy agreement
- Section 14 - Tenant factsheets**
How to get more information and advice and a list of tenant factsheets referred to in this Tenancy Agreement.

Section 1 - ABOUT YOUR SECURE TENANCY GENERAL CONDITIONS

- 1.1 Your tenancy includes:
- the property (house, flat, maisonette or bungalow)
 - any gardens, sheds
 - any garage attached to your home.
- 1.2 Except in the special circumstances set out at 1.4 below, as a Secure tenant you have the right to stay in your home for as long as you want, providing that you behave responsibly and keep to the terms and conditions of this Tenancy Agreement.
- 1.3 You may lose the right to live in your home (security of tenure) if:
- the Court grants us a Possession Order
 - you do not use this home as your only or main home, or
 - you sublet the whole of your home to another person.
- 1.4 In special circumstances we have the legal right to take possession of your home. These special circumstances are:
- your home needs to be empty, temporarily for major repairs or improvements, or permanently because it has to be demolished
 - your home has been specially adapted for a disabled or older person who no longer lives in the property and another older or disabled person needs it to live in, or
 - you have succeeded to (inherited) your home and you are not the wife, husband or civil partner of the previous tenant, and your home is bigger than you need.
- If this happens we will offer you another suitable home. In certain circumstances we will help you with removal costs, compensation if you lose your home or are disturbed by repair work.
- 1.5 In the case of repairs/or improvements, if you move to a temporary alternative home you must return to your permanent home when we have done the repairs. We have the right to take possession of the temporary property when the work on your original home is finished.
- 1.6 If you break any condition in this Agreement, we may take legal action against you, for example by obtaining a Possession Order, Anti-social Behaviour Order, Injunction, Demotion Order or order suspending your right to buy your home.
- 1.7 If we take legal action against you, because of non-payment of rent, anti-social behaviour or any other reason related to your act or default, this could lead to the loss of your home and may also stop you from getting accommodation from us or other housing providers in the future, even if you become homeless.
- 1.8 If we take you to Court for breaking this Agreement, we will ask the Court to order that you pay our costs.

Section 2 - ABOUT YOUR INTRODUCTORY TENANCY GENERAL CONDITIONS

- 2.1** An Introductory tenancy is a “trial” tenancy and usually lasts for 12 months. If you show us that you can act responsibly and that you can keep to the terms of your Tenancy Agreement, you will automatically become a Secure tenant at the end of the introductory period.
- 2.2** Your tenancy includes:
- the property (house, flat, maisonette or bungalow)
 - any gardens, and
 - any garage attached to your home
- 2.3** Introductory tenants have fewer rights than Secure tenants and some additional conditions to comply with. As an Introductory tenant we can evict you more easily than a Secure tenant.
- 2.4** You may lose the right to live in your home (security of tenure) if:
- the court grants us a Possession Order
 - you do not use this home as your only or main home
- 2.5** In special circumstances we have the legal right to take possession of your home. These special circumstances are set out in clause 1.4 of this tenancy agreement.
- 2.6** If we have to take possession of your home because of these special circumstances, we will offer you another suitable home. In certain circumstances, we will help you with removal costs and pay compensation if you lose your home or are disturbed by repair work.
- 2.7** If we take legal action against you because of non-payment of rent, anti-social behaviour or any other reason related to your act or default, this could lead to the loss of your home and may also stop you from getting accommodation from us or other housing providers in the future, even if you become homeless.
- 2.8** If you break any condition in this Agreement, we may extend your Introductory tenancy by a further 6 months which means that you might be an Introductory tenant for 18 months in total or we may take legal action against you, for example by obtaining a Possession Order or Injunction.
- 2.9** If we take you to Court for breaking this Agreement, we will ask the Court to order that you pay our costs.

Section 3 - SUMMARY OF THE LEGAL RIGHTS OF TENANTS

This Tenancy Agreement is more or less the same for Introductory tenants and Secure tenants. However, if you are an Introductory tenant you have fewer rights and some additional conditions to comply with.

Throughout this Tenancy Agreement, where the rights of Introductory tenants vary from those of Secure tenants, they are clearly marked like this:

“If you are an Introductory tenant, you do not have the right to”

Throughout this Tenancy Agreement where there are extra conditions for Introductory tenants they are clearly marked like this:

“Introductory tenants only”

| Legal Right | Secure tenants | Introductory tenants | Page No. |
|--|----------------|---|----------|
| Right to pass on your tenancy through succession or assignment | Yes | Yes | |
| Right to repair | Yes | Yes | |
| Right to be consulted on housing management | Yes | Yes | |
| Right to Buy (some properties may be exempt) | Yes | No (but the Introductory period counts toward the discount) | |
| Right to take in lodgers | Yes | No | |
| Right to sub-let (you may only sub-let part of your property) | Yes | No | |
| Right to improve your home | Yes | No | |
| Right to exchange your home with another tenant. Right to live in the property. | Yes Yes * | No Yes* | |

*As long as you do not have a Possession Order made against you

Section 4 - NOTICE, PERMISSIONS AND COMPLAINTS

- 4.1 Any Notice we serve on you will be valid if we:
- deliver it to you personally
 - leave it at, or post it, to your home address and/or, if different, your last known address, or
 - give it to you in line with an Order made by the Court.
- 4.2 The address for service of any Notice (including notices in legal proceedings) on us or any other correspondence is:

Reading Borough Council
Civic Offices
Bridge Street
Reading RG1 2LZ

Email: neighbourhoodservices@reading.gov.uk

Telephone: 0118 937 2161

- 4.3 You need our written permission to make any improvements or changes to your home, run a business from home, and various other activities. Any consent given other than in writing will be considered as not given for the purposes of this Agreement.

To find out more see the tenant factsheet on “When and How to Request permission”.

If you are an Introductory tenant, you do not have the right to make alterations, additions or improvements to your home.

- 4.4 Complaints are important to us. We want your feedback so we can change what we can to improve our service.

For more information see the tenant factsheet on “Housing Complaints”.

Section 5 - OUR RESPONSIBILITIES AND YOUR RIGHTS

This section summarises our general responsibilities and your key rights.

Our Responsibilities

- 5.1 We are responsible for setting your rent. The amount of rent you pay depends on the size, type and location of your home.
- 5.2 We are responsible for repairing and maintaining the structure and exterior of your home and any building it is in, including roofs, walls, floors, ceilings, window frames, external doors, gutters and outside pipes.
- 5.3 We must:
- carry out repairs within a reasonable time,
 - clear up after a repair and give you reasonable notice of any improvements to your property which are considered necessary.

We are not, however, responsible for repairing anything which has become damaged or defective as a result of your act or default or that of a person living with or visiting you.

- 5.4 We will take reasonable care to keep any communal areas around your home (e.g. stairs, lifts, landings, lighting, entrance halls, pathways, shared gardens, parking areas and rubbish chutes) in a condition that is fit for use by you and persons living with or visiting you.
- 5.5 We will keep in repair and proper working order the installations in your home for space heating, water heating and sanitation and for the supply of water, gas and electricity. These include:
- kitchen and bathroom basins, sinks, baths, toilets, flushing systems and waste pipes (but not other fixtures, fittings and appliances that use water, gas or electricity)
 - electric wiring including sockets, switches and light fittings (excluding bulbs)
 - gas pipes, water pipes, water heaters, fitted fires and central heating installations.
- 5.6 We are legally responsible for making sure that gas appliances (except ones you are entitled to remove), gas pipe work and flues are in a safe condition. The checks we carry out are for gas and carbon monoxide leaks. We will do this in an annual gas safety check

For more information see the tenant factsheet on “Looking after your Home”

- 5.7 If you apply to buy your home, we will continue to do repairs that may affect health, safety or security while you are applying but we will not do any improvements, for example new windows or a new central heating system. If you buy your home, then we will no longer be responsible for its repair.

Section 5 - OUR RESPONSIBILITIES AND YOUR RIGHTS

We are responsible for consulting with you and for involving you in decision making.

- 5.8 We must ask your views about any of our 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.
- 5.9 We must consult you before making any changes to the conditions of this Agreement (except for rent) and must notify you in advance of actually making any changes.
- 5.10 We must provide information each year on the performance of the Housing service. We usually do this through the publication of an Annual Report.

Your Rights

5.11 Security of tenure

Save in the exceptional circumstances set out at 1.4 above, you may live in the property without interference from us as long as you, your friends, relatives or any other person living in or visiting the property (including children) do not break any of the conditions in this Agreement. If any of the conditions are broken, we may apply to the Court to end your tenancy.

- 5.12 You may keep your home as long as you want unless there is a legal reason why we can take it back. We may take back your home only with the approval of the Court.

5.13 Taking in lodgers

You have the right to take in lodgers, unless doing so would breach any specific age restrictions that apply to your home. You will need to let us know if you take in a lodger in case doing so would breach your tenancy and/or there is a Local Letting policy.

5.14 Overcrowding

You must not allow more than the permitted maximum number of persons to live in your home and the Council will not give permission for you to take in lodgers or to sub-let part of your home if doing so would exceed the permitted maximum number of persons. See the final page of this agreement for details.

5.15 Subletting part of your home

You have the right to rent **part** of your home to somebody else as long as you have our written permission. This is called sub-letting. You must not sub-let the whole of your home. We will refuse permission only if we have good reason to do so - if we refuse we will explain why. The Council may prosecute any tenant who parts with the possession of the property or sub-lets the whole of it as provided by the Prevention of Social Housing Fraud Act 2013.

Section 5 - OUR RESPONSIBILITIES AND YOUR RIGHTS

If you are an Introductory tenant, you do not have the right to take in lodgers or to sub-let part of your home.

For more information see the tenant factsheet on “Taking in Lodgers and Subletting”.

Introductory tenants only.

- 5.16 If you want someone who wasn't part of your household when you moved in to stay permanently, you must get our written permission first. We will not refuse unless there is a good reason (such as the person being likely to cause a nuisance).

Succession Rights

- 5.17 If you are an introductory tenant and you die while you are an Introductory tenant and succession applies, the person who takes over your tenancy will also be an Introductory tenant. They will only become a Secure tenant in accordance with the terms of this Tenancy Agreement.
- 5.18 **If you are a secure tenant** you have the legal right for your husband, wife, civil partner or partner to take over your tenancy on your death. If you die when you are a Secure tenant and succession applies, the person who takes over will become a Secure tenant immediately.
- 5.19 On the death of a Joint tenant, the surviving joint tenant will become the sole tenant.
- 5.20 Succession can only happen once. If you have already succeeded to the tenancy you will not be able to pass it on. A succession for these purposes happens:
- In the circumstances set out at 5.18 above
 - If there is a succession in accordance with 5.22 below
 - If the tenancy is assigned to someone who would be qualified to succeed to the tenancy on your death.
- 5.21 We do not generally allow any other succession to take place. However, under certain circumstances, we may help to find accommodation for someone who is not your husband, wife, partner or civil partner, where there has been no previous succession and where no-one else has a legal right to succeed. That might be help to stay in the same property or it might be help to move to a different Council property.
- 5.22 If we agree to grant a tenancy to someone who has no legal right to succeed and the property is bigger than they need, we will offer them a smaller alternative.

Section 5 - OUR RESPONSIBILITIES AND YOUR RIGHTS

- 5.23 If more than one person is entitled to make a claim, they should decide between them who is to do so. If they cannot agree, we will decide who, if anyone, should be granted a new tenancy.

For more information on this see the tenant factsheet on “Succession of Tenancy”.

5.24 **Assigning your tenancy (legal transfer)**

You may be able to transfer your tenancy:

- if this is necessary because of a Court Order (for example if a marriage or civil partnership breaks down), or
- to a person who would qualify to succeed to the tenancy on your death. You must make the request in writing and certain conditions apply.

For more information see the tenant factsheet on “Assigning your Tenancy”.

5.25 **Your right to exchange (swap) your tenancy**

In certain circumstances, you have the right to swap the tenancy of your home with that of another tenant of social housing or give up your tenancy and then be granted a new tenancy of another social housing property. In either case you must request our written permission and we can only refuse to allow you to swap your tenancy or your property on certain grounds set out in law.

5.26 **Your right to buy your home**

You may have the right to buy your home.

For more information contact us or see the tenant factsheets on: “Your Right to Buy your home”
“Exchanging your Home”

5.27 **Your right to make improvements**

You may make changes to or improve your home as long as you first get our written permission. We may, as a condition of giving you permission, ask you to promise to restore your home to its original state at the end of the tenancy. Any gas or electrical or building work must be carried out by a qualified and competent contractor and must be inspected by us. If we think any improvement work is not safe or does not meet planning, building control or other regulations, we may ask you to immediately put your home back to the condition it was in before you did the work. Alternatively, we may carry out work to put the problem right and charge you the cost of this. You will be responsible for the on-going maintenance of any such improvements.

Section 5 - OUR RESPONSIBILITIES AND YOUR RIGHTS

5.28 Your right to compensation

You have a right to claim compensation for certain improvements that you have made to your home after 1 April 1994 and for which you have our written permission. You can only apply for compensation for some improvements. Contact us for more details.

If you are an Introductory tenant, you do not have the right to make alterations, additions or improvements to your home, to buy your home or the right to exchange your home or tenancy.

5.29 Your right to repair

You have the right to have certain urgent minor repairs done quickly, if the repair may affect health, safety or security. This is called your **Right to Repair**.

Under the Right to Repair scheme, you can claim compensation (up to a maximum agreed by law) if we do not complete the repairs within the set time period.

Find out what repairs are included - see the tenant factsheet on "How to Report a Repair" .

For further information about Repairs also see Section 7.

5.30 Your right to information and consultation

We will consult you about any decisions to do with managing or maintaining housing, if these decisions are likely to have a major effect on your home or tenancy.

You also have the right to information about:

- the conditions of your tenancy
- our responsibilities for carrying out repairs
- our policies about consulting you, offering you a home or transferring your tenancy, and
- any proposal to transfer housing stock to a new landlord.

5.31 Your right to manage your home

In certain circumstances, we may give a group of tenants the right to manage their homes as long as they meet certain conditions. You can ask us for more information about this.

5.32 Access to your file

You have the right to see the information we hold about you and your tenancy, rent payments and application for alternative housing. You cannot see information about other people. If you want to see your file please ask your Housing Officer. We must let you know within 40 days what information we hold and let you have a copy. We can charge a small fee for checking our records.

Section 5 - OUR RESPONSIBILITIES AND YOUR RIGHTS

5.32 (Continued)

If you believe any of the information we hold about you is incorrect, you have the right for it to be amended. Please write to us at Reading Borough Council, Civic Offices, Bridge Street, Reading RG1 2LZ if you believe this to be the case.

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

You have the right to a free copy of a short summary of these rules - ask your Housing Officer.

Section 6 - RENTS AND OTHER PAYMENTS

Your responsibilities

- 6.1 Paying rent and Service charges is one of your most important responsibilities. Your rent and Services charges are due every Monday and you must pay them on time or in advance. Rent is due from the date on the front of this agreement.

There are occasional "free" weeks when no rent is charged. If you owe us rent (called arrears) you must continue to pay your rent in these free weeks.

- 6.2 If you do not pay your rent or other charges, or if you pay it persistently late, we will go to Court to ask for you to be evicted from your home. The Court may also order you to pay our costs.
- 6.3 If you owe rent, rechargeable repair costs or other charges in relation to a previous tenancy from the council, you agree to repay those arrears as an obligation of this tenancy. You will have to pay an agreed amount each week (in addition to the rent) until all of the arrears are repaid.
- 6.4 If this is a Joint tenancy, each named tenant is jointly responsible for paying the whole rent and any other payments due (arrears chargeable repairs and/or Service charges).
- 6.5 We can recover all the rent arrears owed on your home from either of the Joint tenants of the property.
This means that if you leave your property you are still liable for paying the rent and for any arrears, Service charges or chargeable repairs until your tenancy comes to an end.

If you have difficulty paying your rent, contact the Rents helpline immediately.

- 6.6 You must not refuse to pay your rent for any reason. If the payment of rent is not made by the due date, you will be required to pay our reasonable administrative costs in pursuing you for the late payment.
We may take any money you owe us out of any money we owe you. We can also decide how to allocate any payments that you make.
- 6.7 **Your Rent**
We can increase or decrease your rent at any time. We must tell you, in writing, at least 4 weeks before any rent change.
- 6.8 **Welfare Benefits and Housing Benefit**
If you get a welfare benefit, you must tell us immediately of any change in your circumstances that may affect your entitlement (for example if your income or savings change or the number of people living with you changes).

Section 6 - RENTS AND OTHER PAYMENTS

6.9 Service charges

We can introduce new services which you will have to pay for. These will be charged in addition to your rent and will be collected as part of your rent. We must tell you in writing at least 4 weeks before we do this.

Section 7 - REPAIRS, MAINTENANCE AND IMPROVEMENTS

- 7.1 You have the right to have certain repairs carried out to your home. You must tell us when repairs need doing as you, and we, are both responsible for looking after your home properly.

For more information see the tenant factsheet on “Looking after your Home”.

Your Responsibilities

- 7.2 You must keep the interior of your home in good condition. This means carrying out any small repairs that are needed such as unblocking sinks, replacing internal door handles, etc.
- 7.3 You are responsible for decorating the inside of your own home and for repairing and maintaining your own equipment (such as your washing machine).
- 7.4 You are responsible for repairing and maintaining any improvements you have made yourself or taken responsibility for. The improvement you have made yourself or taken responsibility for may result in an increase in rent. If you do not maintain your improvements (including sheds and outbuildings) and they become a risk to health and/or safety or are detrimental to the maintenance of our property, we will tell you to remove the improvement and return the property to its original state. If you do not do this, we will do the work and charge you for it.
- 7.5 If you ask us to leave in place any alteration, improvement or other structure left by the previous tenant, for example a shed, garden pond, greenhouse, and if your request is granted, the responsibility for repairing and maintaining them will be yours.
- 7.6 You can request that we take over responsibility for the repair and maintenance of your improvements. If we agree, we will increase your rent to cover the cost of this.
- 7.7 Gas Cookers and hobs are your responsibility to install through a registered provider. You are responsible for getting a gas safety check by a Gas safe-registered contractor on any appliance you own.
- Allowing us to have access to your home.**
- 7.8 You must give us, including contractors acting on our behalf, reasonable access to your home to carry out any repairs, servicing or inspections for which this Agreement, or the law, makes us responsible or to do any other repairs or improvement work to your property or adjoining properties.

Section 7 - REPAIRS, MAINTENANCE AND IMPROVEMENTS

- 7.9 We will normally give you at least 24 hours' notice if we need to visit your home to carry out an inspection or any repairs or improvement work. If you refuse to allow us in, we may instead get a Court Order and you may be charged for our costs. You may also have to pay us the cost of any visits by contractors where you fail to keep an appointment that has been made.
- 7.10 In an emergency we may need to get into your home immediately. Where there is no-one at your home to let us in, you agree that we may force our way in if needed.
- 7.11 An emergency for the purposes of 7.10 above is a situation that puts someone's health or life or a property in danger. Examples of emergencies when we may need immediate access to your home include:
- fire or flood
 - a gas or water leak
 - if we think somebody may be injured, or
 - if the structure of your home or adjoining property is dangerous.

This is not a full list.

- 7.12 We are legally responsible for making sure that gas appliances (except ones you are entitled to remove), gas pipe work and flues are in a safe condition. We will do this in an annual gas safety check.
- 7.13 You must allow us into your home to carry out this gas safety check on your heating system. This is a health and safety requirement. If you refuse us entry, you agree that we may make forcible entry, providing we have given you reasonable opportunity to let us in voluntarily. If we gain entry by force, you are liable for any costs the Council might incur and this will be recovered from you by way of a recharge. We may apply to evict you for repeatedly failing to allow us access to your home.

Getting permission for repairs and alterations

- 7.14 With the exception of painting and decorating, you must not carry out alterations or additions either inside or outside your home without first obtaining our written permission.
- 7.15 Examples of additions or alterations where you need our written permission include: aerials, conservatories, driveways, fences, garages, garden ponds, greenhouses, hard-standing for vehicles, outbuildings, satellite dishes, surveillance equipment and sheds. *This is not a full list.*
- 7.16 We may refuse permission if there is a good reason and will tell you why. We may give permission, but subject to some conditions that you must keep to.

Section 7 - REPAIRS, MAINTENANCE AND IMPROVEMENTS

- 7.17 If you fail to obtain written permission before you carry out any additions or alterations, we may (by giving you a reasonable period of time) ask you to return the property to its original state. If you don't do this, we may do the works and charge you for it.

You must obtain our written permission before you carry out any gas or electrical work at your home. This work must only be carried out by a qualified and competent contractor and inspected by us. If you fail to do this, you will be asked to put this right within a specified time frame and, if you don't do this, we will do the works and charge you for it.

- 7.18 Before you start work, you must also make sure you get any planning or building regulations approval that you need. If you don't get our written agreement and necessary approvals, we may tell you to return the property to how it was before. If you fail to do so, we may do the work and charge you for it.

For more information see the tenant factsheet on "When and how to Request permission".

- 7.19 If you have made improvements with our permission, then you may be entitled to compensation when you move out. Contact us for more information.

If you are an Introductory tenant, you do not have the right to make alterations, additions or improvements to your home.

Repairs we will charge you for

- 7.20 You are responsible for meeting the costs of repairing any damage to your home, its fixtures or fittings or any communal area or Council property caused by you or by the actions of others living with or visiting you. The damage could be caused either accidentally or deliberately (e.g. smashed windows) or by your own neglect (e.g. by not reporting a leak).
- 7.21 We have the discretion to decide whether we will carry out the work (and recharge you) or you will carry out the work at your cost.
- 7.22 If we carry out the work, we will charge you the costs of:
- repairing any damage to your home or communal area
 - replacing any Council property you have destroyed or damaged

Section 7 - REPAIRS, MAINTENANCE AND IMPROVEMENTS

- 7.23 We will also charge you any costs we have to pay as a result of you breaking This Tenancy Agreement.
- 7.24 You are responsible for the cost of any repairs required following lawful entry by the police to detect or prevent crime.

For more information see the tenant factsheet on “Costs you must pay - chargeable costs”.

Carrying out major repairs to your home

- 7.25 If your home needs major repairs and you have to move out so we can do the work, we will offer you a suitable home. This may be on a temporary or permanent basis. If we offer you temporary accommodation, you must move into it when we ask and return to your home when we have done the repairs.

Section 8 - LIVING IN AND AROUND YOUR HOME

Your responsibilities

- 8.1 We expect you (and anyone living with you or visiting you, including children) to act in a reasonable way at all times, and respect your home, the area around your home, and your neighbours.
- 8.2 You must live in the property as your only or main home. If you are a joint tenant, one of the joint tenants must live in the property as their only or main home.
- 8.3 You must tell us if you are going to be away from your home for more than 28 days and you must also give your housing officer an address and telephone number they can contact you on.
- 8.4 You must allow us access to carry out a regular inspection of the property in order for us to complete our housing management responsibilities and to ensure you are complying with the conditions contained in this tenancy agreement. Part of the inspection will be to check the number of persons residing in your home and to check that the legal tenant is in occupation and to record the condition (internal and external) of all parts of the property. This will be undertaken through a combination of inspection forms, photographs, recordings
- 8.5 As part of the visit you must provide proof
 - A) Of your identity and of anyone living with you (such as driving licence or passport)
 - B) That you are living at the property.

Your rights

- 8.6 You have the right to live peacefully in your home, without us interfering, as long as you keep to this agreement and respect the rights of others.
- 8.7 You do not need to let anyone representing the Council into your home, unless they show you official identification.

Looking after your home

- 8.8 You must immediately report to us any faults and repairs we are responsible For
- 8.9 You must keep the following areas in a reasonable condition:
 - the inside of your home, including decoration inside your home
 - your garden and other outside areas
 - any garage or other outbuildings (such as sheds or greenhouses) which belong to you.

Section 8 - LIVING IN AND AROUND YOUR HOME

Inside your home

Flooring

- 8.10 If you wish to install any type of hard floor covering such as laminate, wood, other artificial wooden floor coverings or ceramic tiles or if you want to have bare floorboards within your home, you must receive our prior written permission.
- 8.11 We will generally grant permission if you live in a house which is detached, terraced, semi-detached or in a ground floor flat or maisonette.
- 8.12 If you live in a flat we will generally refuse permission for noise nuisance reasons or in cases where properties have asbestos tile flooring. There may be other grounds for refusing permission.
- 8.13 We may withdraw permission if at any time your floor coverings cause noise nuisance to your neighbours, and you will be required to remove the flooring and cover it with underlay and carpet. If you are unable to do this we may be able to do this for you but you will be recharged for the cost of the work.
- 8.14 You must not use adhesives (glue) to secure floor covering. If you do, we will charge you the cost of removing the floor covering if we need to do any repairs. It will be your responsibility to replace the floor coverings on completion.
- 8.15 If we are carrying out work to your home that means any laminate or wooden flooring needs to be removed (whether installed by you or not) you will be responsible for removing and re-installing it. If you are unable to do this we may be able to do this for you but you will be recharged for the cost of the work.
- 8.16 If we need to remove the flooring ourselves, we will not be responsible for any damage to the floor (Please refer to clause 7.4).

If you are an Introductory tenant, you do not have the right to make alterations, additions or improvements to your home, including laying laminate or wooden flooring.

Lofts

- 8.17 If we require access to your loft space, you must remove your belongings to allow us to carry out our inspection, repair or improvement. If you don't do this and we have to carry out the work you will be recharged for the cost.
- 8.18 At the end of your tenancy you must remove all of your belongings from the loft space. If you don't do this, and we have to carry out the work, you will be recharged for the cost.

Section 8 - LIVING IN AND AROUND YOUR HOME

Keeping your Garden tidy

- 8.19 You must keep your garden or balcony (if you have one) in a tidy and good condition. This includes cutting grass, and pruning hedges, shrubs and trees to a manageable height. You are responsible for the maintenance of any tree(s) within the boundary of the property.
- 8.20 You must maintain your garden (or balcony) so as not to endanger the health and safety of other people or cause damage to any property (including pipes, drains or cables).
- 8.21 You must not allow trees or vegetation to grow so as to overhang public areas or the gardens of neighbouring properties.
- 8.22 You must keep your garden (or balcony) tidy and free from rubbish and debris.
- 8.23 If you do not maintain your garden - and there is no good reason why you can't do it - we may clear it and charge you for the work.
- 8.24 You must obtain our written permission before you:
- remove any tree or shrub on a boundary
 - plant, remove or carry out any work on trees.

If you are an older or disabled person we may be able to help you. Ask your Housing Officer for more information.

Fencing

- 8.25 You must not erect walls or fences or alter, move, remove or interfere with existing boundary features without getting our written permission first.
- 8.26 You must maintain fencing erected by you or fencing that you have taken on the responsibility for from a previous tenant. It is your responsibility to maintain this to a reasonable standard.
- 8.27 If you live in an area classed as an open plan estate you must not erect fencing or any form of structure or extension at the front of your home unless you have first obtained our permission in writing.
- 8.28 If you break these conditions we may, after writing to you first, require you to return the boundary to its original state. If you don't we may do the work ourselves and charge you the reasonable costs to do so.

Parking - vehicles and access

- 8.29 You must obtain our written permission before you:
- Build a garage, car hard-standing, driveway or dropped kerb (you will also need to get planning permission and building regulation approval if appropriate)

Section 8 - LIVING IN AND AROUND YOUR HOME

8.29 (Continued)

- Park a boat, caravan, motor home, trailer, lorry or large commercial vehicle or similar vehicle at your home or on land that we own or control.

8.30 You must not:

- Park any vehicle, boat, caravan or trailer in your garden without a properly constructed driveway with a dropped kerb.
- Block access to any other property by parking inconsiderately, or allow anyone living or visiting you to do so.
- Allow any motor vehicle, caravan, motor-home, trailer, lorry or other wheeled vehicle to obstruct any road, lane, path or access-way or to block the route of emergency vehicles.
- Park any vehicle either within or outside the boundaries of your home, unless it is on a designated parking area or on the road and it is in a roadworthy condition, taxed and insured or where a statutory off road notification is in force.
- Allow any motor vehicle to be repaired, serviced or worked on between 10pm and 8am the following morning at your home or on any land or road outside your home, except in an emergency.
- Carry out any repairs, servicing or other works to a motor vehicle unless it belongs to you or someone living with you at your home.
- Park or drive a vehicle on any council-owned land that is a grassed open-plan area, footpath, grass verge or open space.
- If your property has designated residents parking space only you and your legitimate visitors can park there. You must not give, rent or sell the parking space to anyone else.
- If you breach any of the above conditions your vehicle may be removed and you may be charged our costs in doing so.

8.31 Rights of access

Where there is a right of access over your property to another property or place (including over a drive or footpath), you must allow us and the adjoining occupiers and visitors to use that right of access. You must not cause or allow any obstruction across any right of access.

8.32 Running a business

You must not run a business or carry on a trade from your home without first getting our written permission.

8.33 We will only refuse permission if we have good reason to do so. We will however refuse permission if we think your business will cause a nuisance or annoy your neighbours, or damage your home.

Section 8 - LIVING IN AND AROUND YOUR HOME

- 8.34 If we give permission and the business causes a nuisance or annoyance, we may withdraw our permission and stop you running the business from your home.
- 8.35 If we give you permission, you will also need to get planning permission and building regulation approval if appropriate.
- 8.36 Some examples of the businesses we will not allow are:
- Repairing and maintaining cars
 - Running a print business
 - Running a shop
 - Businesses that involve using hydraulic equipment, using industrial machines, and controlled substances or chemicals

This is not a full list

8.37 Insurance

You are responsible for the contents of your home and you may wish to consider taking out contents insurance. If you live in a flat, you may also take out insurance to cover you in case you cause damage to your neighbour's property, as you may be liable for any costs that arise from the damage e.g. flooding.

8.38 Rules

You must comply with any estate rules or similar regulations that apply to your home and with any covenants, conditions or obligations which affect it and which are binding on us as tenant or owner of it.

Section 9 - LIVING IN A SAFE AND HEALTHY HOME

Safety in and around your home

- 9.1 You must help to keep communal areas and estates, clean and safe.
- 9.2 You must not block shared areas or leave litter or dirt or your belongings there
- 9.3 You must dispose of all household rubbish and bulky items quickly and appropriately so they do not cause a nuisance.
- 9.4 You, or anyone living with or visiting you, must not damage, dirty or vandalise any communal or shared areas relating to your home.
- 9.5 You or any contractor that you employ must not open up any duct cover, access hatch or service opening for the purpose of running any new cables or services such as TV, satellite, phone or broadband etc. without first obtaining written permission from us. If you do this without permission, we may arrange for the disconnection of the service and you must pay any charge for reconnection.
- 9.6 You must not obstruct, jam or prop open security or shared doors and you must not give out any keys or pass codes to entry doors.
- 9.7 **Preventing accidents and fires**
You or anyone living with or visiting you, must not create a fire risk or trip hazard by
 - leaving rubbish, dangerous materials or personal belongings in any shared areas in the building (fire exits, staircases, corridors entrances) or on the estate (bin stores, garages or other communal areas)
 - using portable oil or paraffin heaters in your home
 - storing materials, gas canisters or bottles or any dangerous, flammable or explosive materials either inside or outside your home, including in any garden, garage, shed or outbuilding (except oxygen you need for medical reasons or items for domestic use, for example a barbeque gas bottle)
 - interfering with or damaging any fire-safety equipment in your home or communal areas of flats
 - allowing oil or other harmful substance to enter the drains
 - tampering with the supply of gas, electricity or water, or with any other services, meters, hardwired smoke detectors or equipment that we have installed in your home or communal area.

This is not a full list

- 9.8 You must not keep mopeds, motor scooters or motorbikes inside your home or in any shared areas inside the building your home is in (for example, entrance halls, stairs or landings).

Section 9 - LIVING IN A SAFE AND HEALTHY HOME

- 9.9 Battery-powered scooters for use by the elderly or disabled may be stored in your home so long as they do not cause an obstruction preventing safe exit. Mobility scooters must not be left or stored in any communal or shared areas inside the building your home is in (for example entrance halls, stairs, landings). If we provide parking areas for battery powered scooters, you must park any battery-powered scooter within those parking areas.
- 9.10 If any part of your home is a fire escape you must keep it clear and free of all obstructions
- 9.11 You agree that any items left in communal areas that create a fire risk or trip hazard may be disposed of. If we have to get rid of your belongings or remove any obstruction caused by you, or anyone living with or visiting you, you will have to pay the costs of us doing so.

Dealing with Pests and infestations

- 9.12 You must keep your home free of pests and avoid doing anything which encourages an infestation of insects, vermin or other pests in either your home or communal areas. You must not throw scraps of food out of the window as this can lead to infestations.
- 9.13 You are responsible for dealing with infestations and pests, if you do not deal with infestations we will charge you the reasonable cost of special cleaning and any additional professional treatment that is necessary to deal with an infestation.

Keeping Animals and Pets

- 9.14 If you live in a house or a bungalow you must not keep more than two domestic animals, such as dogs, cats, caged birds or small animals. You must care for and keep them under proper control. You must get our written permission before keeping any other animal.
- 9.15 If you live in a building where there is a warden and/or shared access areas (for example sheltered housing or in a block of flats), you must not keep a dog or cat or other large pet, unless it is a registered guide dog or hearing dog or you have obtained written permission.
- 9.16 You must not keep unsuitable animals at your home, garden or outbuildings. Unsuitable animals include, among others: wild animals, poisonous insects and spiders, poisonous or dangerous snakes or fish and large reptiles. In addition:
- Animals registered under the Dangerous Wild Animals Act 1976.
 - Farm animals - for example, sheep, goats, pigs, cattle, horses, chicken and ducks.
 - Dogs specified under the Dangerous Dogs Act 1991.
- 9.17 You must not breed any animals at your home, or build a chicken coop, pigeon coop or aviary without first getting our written permission.

Keeping Animals and Pets (Continued)

- 9.18 You must not:
- Run a pet/animal business from your home. This includes breeding animals for sale or boarding kennels.
 - Allow your home to become unhygienic.
 - Feed squirrels, pigeons or other vermin either at your home or within your garden, communal areas, or in your local neighbourhood.
- 9.19 You and anyone living with you must not allow your pets to frighten, annoy or cause a nuisance to us or anybody in the neighbourhood. This includes:
- Letting your dog bark excessively
 - Failing to keep your pet under control, and
 - Creating any kind of danger to people's health

This is not a full list

- 9.20 If your animal fouls in any area of the property, communal area or in the neighbourhood then you must immediately remove the mess.
- 9.21 If your pet creates a nuisance, we can ask you to find another home for the animal. If you fail to do so, we may take legal action to make you leave your home.
- 9.22 You or anyone else living with you must make sure your pet does not prevent us getting into your home.
- 9.23 If you do not comply with the above terms and conditions, we may refuse to give our permission or subsequently withdraw our permission and you may be asked to remove the pet(s) from your home.

For more information see the tenant fact sheet on 'Pets In Your Home'.

Section 10 - LIVING IN YOUR COMMUNITY

10.1 Don't suffer in silence - please talk to us.

We want you, as well as those around you, to be able to live peacefully in your home. If you are suffering from nuisance, harassment, racial harassment or domestic abuse, please contact us. We will treat you in a sensitive and supportive way, and any information that you share with us will be treated confidentially.

Your responsibilities

Respecting others

10.2 You must be tolerant of the different lifestyles of others.

10.3 You are responsible for the behaviour of every person (including children) living in or visiting your home. This responsibility applies to behaviour inside your home, in communal areas (stairs, lifts, entrance halls, pathways, shared gardens, parking areas etc.) and in the neighbourhood around your home.

10.4 Causing a Nuisance, annoyance or disturbance

You, your pets and anyone living with you or visiting you must not do anything that causes or is likely to cause a nuisance, danger, annoyance or disturbance to anyone living, visiting or working in the neighbourhood. Examples of nuisance, annoyance or disturbance include:

- loud noise
- noise during unreasonable hours
- intimidating behaviour
- abusive language and threatening behaviour
- shouting and slamming doors
- allowing dogs to bark excessively, and not cleaning up dog mess
- being drunk and offensive
- rubbish dumping
- playing ball games close to someone else's home or vehicle
- repairing vehicles (except minor maintenance to your own vehicle)
- parking an illegal or un-roadworthy vehicle on or near your home
- riding unlicensed vehicles on footpaths and grassed areas
- throwing things (for example mud or stones) at another person or at property.

This is not a full list and there may be other activities which cause a nuisance or disturbance to others.

10.5 Causing Anti-social Behaviour (ASB)

You (or anyone living with you or visiting your home) must not harass, threaten, assault or abuse any other person. To do so is a serious breach of these tenancy conditions. Examples include:

- racist behaviour or language
- using or threatening to use violence towards anyone
- using abusive or insulting behaviour or words including through the use of Facebook or other social media
- stalking someone
- damaging or threatening to damage another person's home or possessions or other Council property
- writing threatening, abusive or insulting graffiti.
- damaging, defacing or putting graffiti on Council property. You will have to pay for clearance, repair or replacement.
- verbally abusing, harassing or trying to intimidate or using violence against any staff employed by or contracted to the Council.
- throwing things off balconies or out of windows
- storing materials that may catch fire or blow up (or vehicles that use these materials) in your home or in shared areas
- making false or malicious complaints about the behaviour of any other person
- Drunken and rowdy behaviour

This is not a full list and there may be other activities which cause a nuisance or disturbance to others.

10.6 Hate Crime

You must not discriminate, against anyone because of their race, colour religion or nationality, sex, age, mental or physical disability, learning disability or sexual orientation (i.e. being lesbian or gay) or for any other reason.

10.7 Domestic abuse

You (or anyone living with you or visiting your home) must not

- inflict domestic violence or threaten violence against any other person living with you or elsewhere.
- harass or use physical, mental, emotional or sexual and financial abuse against any other person living with you or elsewhere.
- If you do we will take action to evict you from your home.

Criminal activity

10.8 You (or anyone living with you or visiting your home) must not use your home or any communal area or any area in the neighbourhood for any criminal or immoral activity.

10.9 Examples of criminal or immoral behaviour include:

- prostitution and related offences
- possessing, cultivating/manufacturing or dealing illegal drugs
- storing or handling stolen or counterfeit goods
- theft
- burglary
- keeping illegal or unlicensed firearms, ammunition or weapons in a property.
- storage of items or materials in your home that may be used for immoral or illegal purposes).
- exploitation and abuse of children and adults

This is not a full list and there may be other examples of criminal, illegal or immoral activity.

10.10 If you, or any person living with or visiting you, are arrested and or convicted of a criminal offence committed in the neighbourhood or in your home, we may take action to make you leave your home.

10.11 What action can we take?

If you, anyone living with you or visiting your home, cause nuisance, annoyance, harassment, anti-social behaviour, criminal activity or domestic abuse, we will take action to control your behaviour and protect the quality of life of other residents. Some of the things we can do are:

- write to warn you about your responsibilities as a tenant
- ask you to sign an Acceptable Behaviour Contract
- extend your Introductory Tenancy for a further six months
- get a court order to **demote** your tenancy. As a demoted tenant you will have fewer rights and some additional conditions to comply with
- get an injunction to stop you or any person living with or visiting you from acting in an anti-social manner or threatening to carry out violence towards another person.
- get an order suspending your right to buy your home
- evict you from your home

This is not a full list

For more information see the tenant fact sheet on 'Dealing with Anti-social Behaviour'.

Section 11 - ENDING YOUR TENANCY OR MOVING HOME

How you can end your tenancy

- 11.1 If you want to end your tenancy, you must give us 4 weeks' notice in writing. The notice must be signed and dated. Please contact us and we will give you a notice form to fill in.
- 11.2 The 4 weeks' notice must end on a Monday and you must return your keys to the Housing office on or before the date the notice period ends. If you do not, we will change the locks and charge you for this plus a late key return charge.
- 11.3 If you leave your home before the end of the 4-week period, you will still be responsible for paying rent until the end of the notice period, but you may not be eligible for Housing benefit.
- 11.4 Once you have given your Notice of Termination you cannot withdraw it.
- 11.5 If you are joint tenants, any one of you can end the tenancy by giving written notice; it will be binding on both or all of you.
- 11.6 You must allow the Council access to inspect the property before you leave.
- 11.7 When your tenancy has ended you will remain responsible for and must pay immediately any unpaid rent and any other payments due under this agreement. If you fail to do so we will undertake legal action to recover any outstanding monies.
- 11.8 At the end of your tenancy you must:
 - leave your home so we can take possession of it
 - leave your home and garden clean and tidy
 - remove all your belongings and furniture
 - remove all rubbish, and
 - remove your pets.
- 11.9 You must leave your home in the same condition it was in at the start of the tenancy, allowing for fair wear and tear.
- 11.10 You must leave fixtures and fittings in the same condition they were in at the start of the tenancy or the date they were installed, allowing for fair wear and tear. By fixtures and fittings we mean all appliances in your home that we own, including installations for supplying heating and hot water, storage cupboards, pipes and cables from meters (but not the meter itself) and pipes or cables to the meter.
- 11.11 You must make good any damage to your home before you move. If you do not do so, then we will charge you for replacing or repairing missing or damaged items.

Section 11 - ENDING YOUR TENANCY OR MOVING HOME

- 11.12 You agree that we may get rid of any furniture and belongings you have left in the property on the date your tenancy ends in such manner as we see fit. You also agree that we can retain any money we get from selling such items. We will charge you the cost of removing the items and doing any cleaning that is needed.
- 11.13 We will also charge you for removing or making good any alterations you carried out at your home without first getting our written permission.
- 11.14 You must not allow any person to remain living in your home when your tenancy ends. If you do we will take court action to gain possession and you may be charged for rent and our court costs.
- 11.15 If as a result of a breach by you of your obligations in this section of the agreement we are unable to re-let your home immediately to another tenant, you must pay to us the equivalent of the rent we lose by not being able to do so until your home is ready to be re-let.

For more information see the tenant factsheet on 'Ending your Tenancy'.

Moving Home

- 11.16 You have the right to apply to move to another Council or housing association home. You will have to register for social housing and if you qualify will have to bid on properties under the Council's Choice Based Lettings Scheme. Your priority will depend on the urgency of your housing need, how long you have been waiting and what accommodation is available.
- 11.17 Unless there are exceptional circumstances you will not be allowed to transfer to another property if:
- you owe any rent
 - your property and garden are in poor condition
 - you have made alterations or improvements without our written agreement
 - we are in the process of taking possession
- This is not a full list*
- 11.18 You have the right to swap the tenancy of your home (called a "mutual exchange") with the tenancy of another tenant of the Council, a housing association or of another local Council, but you must get the Council's agreement in writing first. We cannot refuse permission unless it is for a reason set out in Schedule 3 to the Housing Act 1985 or in schedule 14 to the Localism Act 2011 (such as rent arrears or either of the homes would be overcrowded following the swap).
- 11.19 If you exchange without getting our written permission we will take legal action to evict you and you will not be able to return to your original home.

For more information see the tenant factsheet on 'Exchanging Your Home'.

Introductory tenants do not have this right to transfer or to swap or exchange their home or the tenancy of it.

Fair Processing Notice

- 12.1 Data processed by Reading Borough Council is dealt with in accordance with the Data protection act 1998. The Council is required to protect any personal information it holds about you and to inform you how it processes that information and who the information is shared with.
- 12.2 By signing this Tenancy Agreement you consent to the Council using the personal information you have provided to the Council in your housing application, and may provide as a tenant, for the following purposes:
- To carry out its responsibilities under this tenancy
 - To use its rights under the tenancy
 - To keep to our legal responsibilities and the responsibilities it has to other organisations under this tenancy agreement
 - To carry out its responsibilities to other tenants, and
 - To comply with our legal obligations to equality and diversity.
- 12.3 The Council will share your personal information with other appropriate organisations and Council services so they can carry out their responsibilities as required by law.
- 12.4 These may include:
- contractors appointed to carry out repair, maintenance or improvement work to the property
 - law enforcement agencies
 - children and adult social care, education and schools
 - housing benefits and council tax, DWP
 - electoral registration
 - local housing providers, and
 - professional advisers.
- 12.5 If you leave your home owing rent or any other money, we may pass on information about you to any debt recovery or tracing agency that we instruct to recover that debt. If you leave your home owing money in respect of electricity, gas, water, telephone or other similar charges, we may pass on contact details to the company to whom the money is owed or any agent acting on their behalf.
- 12.6 We are required under section 6 of the Audit Commission Act 1998 to participate in the National Fraud Initiative (NFI) data matching exercise. We advise you that the data held by us in respect of your tenancy will be used for cross-system and cross-authority comparison purposes for the prevention and detection of fraud where requested.

Section 12 - DATA PROTECTION

How we will store your information

Personal and financial information is held in files which are stored in locked cupboards in a secure building. Only authorised Council staff have access to the area and only staff within the Housing team have access to unlock the cupboards.

Personal and financial information recorded on portable computer equipment is password protected and encrypted. The computer equipment is only used in line with Reading Borough Council's ICT security policies.

Personal and financial information is recorded and stored securely on the Council's electronic Housing record system.

Information will be retained for six years after the termination of your tenancy, after which it will be securely destroyed.

Section 13 - MEANING OF WORDS

TERMS AND DEFINITIONS USED IN THIS TENANCY AGREEMENT

You - the tenant, and in the case of joint tenants, any one or all of the joint tenants

Council, we, us, our, landlord - Reading Borough Council and everyone working on behalf of the Council including employees and contractors

Introductory tenancy - An Introductory tenancy is a "trial" tenancy and usually lasts for 12 months. If you show us that you can act responsibly and that you can keep to the terms of your Tenancy Agreement, you will automatically become a Secure tenant at the end of the introductory period.

Secure tenancy - Except in the special circumstances set out at 1.4, as a secure tenant you have the right to stay in your home for as long as you want, providing that you behave responsibly and keep to the terms and conditions of this Tenancy Agreement.

Neighbour - everyone living in the area, including other tenants, people who own their own homes; and local businesses

Neighbourhood - for the purposes of this agreement neighbourhood is defined as any area located within the Reading Borough Council boundary or adjoining boundaries where RBC stock is located

Rent - payment due from you to us for occupation of the property

Home or property - the property let to you under this agreement, including any garden, yard, balcony, driveway, outbuildings, sheds, also including any garage within your property but not including any shared areas

Shared areas or communal areas - the parts of the building that all tenants can use, for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas

Garden - lawns, hedges, flowerbeds, trees, shrubs, outside walls, fences, paths and yards

Anti-social behaviour - doing something or failing to do something that causes or is likely to cause nuisance, annoyance, harassment, alarm or distress to anyone

Hate Crime

Vehicle - anything used for transporting a person or people, for example, a car, motorbike, bike, moped, boat, caravan, van, mini bike, mini moto, quad bikes, trailer, scooter and battery powered mobility scooters

Written permission - a letter from us giving you permission to do something

Tenant factsheet - a leaflet providing further information or advice about your rights, responsibilities, rules or services available from us

Animal - any bird, fish, insect, mammal, reptile or spider

Sub letting

Lodger

Section 14 - TENANT FACTSHEETS

PROVIDING MORE DETAILED INFORMATION AND ADVICE ABOUT OUR SERVICES

The factsheets referred to in this Tenancy Agreement are listed below. You will be given a copy of these and other key factsheets when you sign your Tenancy Agreement.

They provide further information and advice about your rights and responsibilities and the rules we operate and how to access the housing services we provide.

| Tenant Factsheet | Sections |
|--|----------|
| When and How to Request Permission | 4 & 7 |
| Housing Complaints | 4 |
| Taking in Lodgers (includes information on subletting part of your home) | 5 |
| Succession of Tenancy | 5 |
| Assigning your Tenancy | 5 |
| Exchanging your Home | 5 & 11 |
| Your Right to Buy | 5 |
| How to Report a Repair (includes information on Your Right to Repair and Your Right to Compensation) | 5 & 7 |
| Looking After Your Home (explains our responsibilities and your responsibilities for repairs) | 5 & 7 |
| Costs You must pay - Chargeable Costs | 7 |
| Ending your Tenancy | 11 |
| Introductory Tenancy | 2 |
| Pets in Your Home | 9 |
| Dealing with Anti-social Behaviour | 10 |

For additional copies or information about the full range of further factsheets available:

- go to our website at
- by email: neighbourhoodservices@reading.gov.uk or
- by telephone: on 0118 937 2161 (Neighbourhood Services)

YOUR TENANCY AGREEMENT

The address of the property rented in this Agreement is:

| | | |
|--|----------|--|
| | Postcode | |
|--|----------|--|

The name of the tenant(s) is/are:

| | Tenant Name(s) | NI Number |
|---|----------------|-----------|
| 1 | | |
| 2 | | |

The weekly tenancy starts on:

/ /

It is an Introductory tenancy until:

/ /

when you will become a Secure tenant (unless we have notified you that the Introductory period has been extended)

You will become a Secure tenant unless:

- you are not occupying your property as your only or principal home or
- we are in the process of taking possession

The starting rent is:

£ /week

This includes a sum of additional rent for

The maximum number of persons allowed to live here is:

All tenants should sign below after reading this Agreement

- The information I/we gave in my/our application for housing was and still is true
- I/we have been given a copy of the "Introductory Tenancy" leaflet
- I/we understand and agree to the conditions in this Tenancy Agreement

Tenant 1

Date

/ /

Tenant 1

Date

/ /

Neighbourhood
Officer

Date

/ /

READING BOROUGH COUNCIL

REPORT BY DIRECTOR OF ENVIRONMENT AND NEIGHBOURHOOD SERVICES

| | | | |
|------------------|--|--------------|--|
| TO: | HOUSING, NEIGHBOURHOODS AND LEISURE COMMITTEE | | |
| DATE: | 18 MARCH 2015 | AGENDA ITEM: | 11 |
| TITLE: | WASTE MINIMISATION STRATEGY FOR READING - CONSULTATION RESULTS | | |
| LEAD COUNCILLOR: | COUNCILLOR LIZ TERRY | PORTFOLIO: | NEIGHBOURHOODS |
| SERVICE: | TRANSPORTATION AND STREETCARE | WARDS: | BOROUGHWIDE |
| LEAD OFFICER: | DAVID MOORE | TEL: | (0118) 937 2676 |
| JOB TITLE: | NEIGHBOURHOOD SERVICES MANAGER | E-MAIL: | David.moore2@reading.gov.uk |

1 PURPOSE AND SUMMARY OF REPORT

- 1.1 To update Members on the results of the Waste Minimisation Strategy consultation.

2. RECOMMENDATION(S)

- 2.1 That Members note the results of the Waste Minimisation Strategy consultation and the comments received.
- 2.2 That Members adopt the Waste Minimisation Strategy as proposed and agree that an annual progress report is brought to the Committee in order to update members on progress.
- 2.3 That Members delegate authority to the Head of Service - Transport & Streetcare in consultation with the lead member to make amendments to the action plan as required.

3. POLICY CONTEXT

- 3.1 One of the service priorities contained in the Council's Corporate Plan 2015 -2018 is 'Keeping the town, clean safe green and active', to ensure we retain and attract residents and businesses and remain an attractive place to live, work and visit'. One of the objectives to deliver this priority is to reduce the volume of waste sent to landfill and improve recycling rates through implementation of the Waste Minimisation Strategy.

4. THE PROPOSAL

- 4.1 The Council is committed to reducing the growth of waste by promoting waste minimisation through reuse, recycling and composting and to minimise disposal.
- 4.2 Council services are now being delivered on a Neighbourhood basis, and Officers are developing consultation and engagement within Neighbourhoods, promoting waste minimisation on the doorstep and within communities.
- 4.3 Doorstep collections are carried out by the Council for general waste, recycling and green waste. Additional recycling is available at bring-banks for recycling of glass, textiles, tetra-packs, foil, batteries, books and shoes. These waste streams are then recycled or disposed of at the re3 Materials Recycling Facility (MRF) at Island Road, Reading.
- 4.4 There are obvious environmental benefits of reuse and recycling, however, it is essential that the Council continues to promote reuse and recycling with a corresponding reduction in general waste which will be disposed of at a landfill site. A combination of housing growth, increasing landfill costs and increased levels of waste being disposed of (as the economy recovers) means that the cost to the Council will increase unless we are able to convert general waste to recycling.
- 4.5 The draft Waste Minimisation Strategy, which has been developed with officers from all relevant departments and seeks to address these challenges, and sets out how the Council is going to achieve this for the period 2015 - 2020. The draft strategy has 4 key objectives:
- Objective 1. Increase recycling and re-use rates.
 - Objective 2. Minimise the amount of waste sent to landfill
 - Objective 3. Increase understanding and engagement in waste & recycling for the local community and key stakeholders.
 - Objective 4. Effective, efficient value for money service delivery.

4.6 In order to gauge the views of residents and businesses the draft strategy was subject to a 4 week web based consultation. We received responses from 33 separate respondents, the results of which are summarised below. A breakdown of detailed comments are shown in Appendix A.

| Waste Minimisation Strategy - Results Summary | | | |
|---|--|-------------------------------|--------------------|
| | | | Number of comments |
| Q1 | Do you agree or disagree that the 4 aims of the Strategy are appropriate? | Agree - 88% Disagree - 12% | 4 |
| Q 2 | Do you agree or disagree that the Council should review its current waste minimisation practices in order to increase efficiency and value for money? | Agree - 94% Disagree - 6% | 2 |
| Q3 | Do you agree or disagree that the Council should find better ways to communicate information about Waste Minimisation to residents and businesses? | Agree - 97% Disagree - 3% | 1 |
| Q4 | Do you agree or disagree that the introduction of an incentive scheme would encourage you to re-use and recycle more of your household waste? | Agree - 58% Disagree - 42% | 14 |
| Q5 | Do you agree or disagree that you are given enough information about how to manage your household waste and how to recycle? | Agree - 39% Disagree-61% | 20 |
| Q6 | Do you agree or disagree that it is easy to find the information you need about re-use, recycling and composting on the Reading Borough Council website? | Agree - 58% Disagree - 42% | 12 |

4.7 **Questions 1-3.** The responses endorse the general approach of the Strategy and the service reviews which are proposed in the Action Plan. The reviews will be the first phase of work and they will directly inform any service delivery changes.

Question 4. The results suggest that the plan to design and introduce an incentive scheme will give meaningful rewards to residents if they increase the amount of waste that they recycle. There are a number of incentive scheme models being used around the country which link successful recycling activities to personal rewards with varying degrees of success and these will be reviewed and the most suitable scheme identified for Reading.

Question 5. Clearly there is a lot of work needed to improve the quality, clarity and frequency of information given to residents and businesses about

what can be recycled and re-used, where and how often. The Strategy Communication Plan outlines how this is going to be achieved and when.

Question 6. Recent changes to the RBC website have incorporated more information about how to avoid producing waste, to recycle, re-use and compost and the information is up to date. However, the responses clearly show that there is more work to do and this will be a priority action as part of the review and improvement of the Communications Plan. The majority of the comments received relate to the RBC website and these will be fed back to the web team.

- 4.8 A detailed, wide ranging and constructive response to the consultation was submitted by Reading Friends of the Earth. They encouraged the Council to reduce the amount of waste generated locally, to reduce the environmental impact of the management of waste and to help move towards a 'circular economy'. They consider the following aspects of waste minimisation as priorities:

1. Campaigning should consider how to decrease deprivation-related variations in recycling.

This will be considered as a part of the Waste Minimisation Strategy and in the light of available resources.

2. EU best practice should be considered in planning waste minimisation strategy.

This will be considered as a part of the Waste Minimisation Strategy and in the light of available resources.

3. Anaerobic Digestion should be considered along with segregated food waste collection in order to divert organics from landfill/incineration.

A business case for kerbside food waste collection and disposal will be prepared in the first year of the strategy to examine the viability of this proposal. Any changes to service delivery will be considered in the relation to available resources and budgets.

4. Food waste recycling review should have been completed and considered before purchase of a new fleet of refuse trucks- actions should be considered to review the decision and assess potential for order modification.

It is not possible to change the specification of the new waste collection fleet which was ordered last year and will come into service in the next 2 months. Configuration changes to the fleet would have to be considered as part of the business case for kerbside food waste collection. The existing refuse fleet was replaced because it had reached the end of its economic life and maintenance costs were unsustainable. The new vehicles are more economical and comply with

the Euro 6 emissions requirements. The environmental impact of introducing additional kerbside collections would be considered as part of the business case.

Officers have already sought to engage with Reading Friends of The Earth to discuss their suggestions in detail with a view to further development of the Waste Minimisation Strategy.

4.9 Kerbside Glass Collection

In response to the request to review kerbside food collection and in order to give some context and an indication of the costs involved in this type of service extension, a review of kerbside glass collection was carried out in 2012 as an alternative to the current bring bank system. The cost of a Boroughwide kerbside glass collection was estimated at £550,000 taking into account savings from the removal of some bottle banks, the capital costs for vehicles and operating costs and this was considered beyond the available budget at the time.

The review estimated that 60% capture of glass would be a likely outcome of any collection. In 2013 Reading collected 59.34% of glass for recycling using the current bring bank system demonstrating that RBC is already operating at, or close to, the expected level of performance of a new glass collection service and that any additional kerbside collection service would have to be carefully considered in view of the current financial constraints upon councils.

5. CONTRIBUTION TO STRATEGIC AIMS

- 5.1 The Waste Minimisation Strategy will contribute to the council's Corporate Plan 2015 -2018 objective of 'Keeping the Town Clean, Safe, Green and Active'.

6. COMMUNITY ENGAGEMENT AND INFORMATION

- 6.1 The Waste Minimisation Strategy was subject to a public consultation via the website and any further significant changes to the waste service will be subject to further web based consultation

7. LEGAL IMPLICATIONS

- 7.1 The Council has duties under various UK and EU legislation to deliver waste collection and disposal services, principally the Environmental Protection Act 1990 and the revised EU waste framework directive 2008.

8. EQUALITY IMPACT ASSESSMENT

8.1 In addition to the Human Rights Act 1998 the Council is required to comply with the Equalities Act 2010. Section 149 of the Equalities Act 2010 requires the Council to have due regard to the need to:-

- eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under this Act;
- advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
- foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

8.2 An equality impact assessment is not required at this stage. However, as individual elements of the action plan are developed individual equality impact assessments will be undertaken.

9. FINANCIAL IMPLICATIONS

9.1 The development of the Waste Minimisation Strategy will be funded from existing budgets.

10. BACKGROUND PAPERS

10.1 RBC Corporate Plan.

10.2 HNL Committee November 2014.

Appendix A : Responses received.

| Question 1: Do you agree or disagree that the 4 aims of the Strategy are appropriate? | |
|--|--|
| Resident response | RBC response |
| 1. We should be aiming to reduce consumption and promote reuse of items through initiatives such as Freegle and the Repair Cafe not just look at recycling rubbish that has already been generated. I think the mantra goes Reduce, Reuse and Recycle and means we should reduce our levels of consumption and packaging, reuse items where at all possible, so for example try and items fixed or reused by somebody else and only when this is not possible should we recycle. | The Waste Minimisation Strategy recognises the importance of promoting the avoidance of generating waste in the first place as well as re-use of unwanted items and the Council will continue to work with local re-use organisations to achieve this. Links to re-use organisations are available on our website. The re3 partnership works closely with Sue Ryder and sends furniture and other items to shops for re-sale which generated £18,000 worth of sales in 2012. We will seek to expand the scope and increase the amount of re-use that happens in Reading. |
| 2. The council isn't doing anything to increase what recyclable material can be collected at kerbside | The Council carries out assessments on the viability and cost effectiveness of additional kerbside collections, eg. food waste and glass recycling, and the Waste Minimisation Strategy will continue this process. |
| 3. Don't actually agree or disagree, couldn't find out what they are, buried in verbiage | The Strategy document was intended to be concise and easy to follow, this will be reviewed. |
| 4. The plan needs to be adaptable to change and new recycling techniques or demands within the borough. | The Strategy is intended to be a live document which will be reviewed annually allowing operations to be tailored to differing demands and changes in the market. |
| Question 2. Do you agree or disagree that the Council should review its current waste minimisation practices in order to increase efficiency and value for money? | |
| Resident response | RBC response |
| 1. It's the wrong focus. The council should review it's current waste minimization practices to increase waste minimization. | The first priority of the Strategy is to review all the Council's current waste collection and disposal operations in conjunction with the re3 partnership. |
| 2. Because the reality of your interpretation of 'increased efficiency' will in practise translate into a reduction in service not an improved service. | The purpose of the waste operations reviews are to look at how we can give a better service with the resources we have rather than reduce service levels. |

| Question 3: Do you agree or disagree that the Council should find better ways to communicate information about Waste Minimisation to residents and businesses? | |
|---|---|
| Resident response | RBC response |
| 1. I am not convinced that the issue is one of education, but rather of ease of use. Make it easier for people to do the right thing rather than telling them what they are doing wrong. | This is a valid point, there is a body of research which has proven that encouraging with positive messages is more effective than using negative messages. |
| Question 4: Do you agree or disagree that the introduction of an incentive scheme would encourage you to re-use and recycle more of your household waste? | |
| Resident response | RBC response |
| 1. It will be overly complicated, and unnecessary if you get your points across successfully | We will be looking at a number of incentive scheme models but one possibility will be to integrate it with existing RBC schemes such as Your Reading Passport. This may give an opportunity to link recycling performance to rewards such as trips to leisure centres and to community initiatives. Any incentive scheme would have to be easy to use and simple to understand. |
| 2. I do not see how this can be fairly done. As most bins are left outside in a publicly accessible location, others can put rubbish in your bin. Also we should not be rewarding people for recycling packaging that should not have been required in the first place. | Security of bins left on the street is an issue for all residents and Councils. |
| 3. Sounds expensive to administer. | Funding is available from a Government grant scheme to establish an incentive scheme. |
| 4. I already recycle as much as the council will allow. Residents either care or not. It is not easy to recycle in Reading and other councils offer better services. | The service reviews in the Strategy will analyse how it may be possible to expand the type of material that can be recycled. |
| 5. The incentive to recycle should be a legacy to future generations not a cash bribe from the council. | The incentive scheme could be linked to the Your Reading Passport or a similar scheme which will offer rewards such as free swims or gym trips and which would give the option to donate any points earned to good causes, schools or community projects in Reading. |
| 6. I already do as much as possible, so an incentive would make no difference to me! But I do think it could be a good thing to do to encourage other people to take more interest in recycling | The incentive scheme could be linked to the Your Reading Passport or a similar scheme which will offer rewards such as free swims or gym trips and which would give the option to donate any points earned to good causes, schools or community projects in Reading. |
| 7. Because I already recycle/re-use everything I can; incentives might work for people that don't | The incentive scheme could be linked to the Your Reading Passport or a similar scheme which will offer rewards such as free swims or gym trips and which would give the option |

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| | to donate any points earned to good causes, schools or community projects in Reading. |
| 8. We already recycle all that RBC can handle | The Council will continue to examine the possibilities of recycling more materials as part of the re3 partnership. |
| 9. Yes and no. I think the incentive is a good idea, but it will only work if the council starts recycling more types from the kerbside bin (tetra packs, more types of plastic) | <p>Because of the problems of sorting out different types of plastic, at the moment there is only a market for recycling plastic bottles in the UK. Reprocessors identify what types of plastic bottles are made from, making them easy to separate and recycle.</p> <p>The re3 partnership monitors markets and advances in technology and if the number of plastic products which can be recycled increases we will consider adding them to the range of waste that can be recycled. The Waste Minimisation Strategy commits the Council to review how it disposes of specific waste materials and to recommend changes if practical and affordable.</p> <p>Many Councils who collect mixed plastics such as yoghurt pots in recycling bins do not have the facility to separate it and it actually goes to energy from waste for disposal, as the plastic has a high energy content. Tetrapaks are currently only recycled in Sweden and we have to consider the environmental impacts of sending materials abroad.</p> |
| 10. I already produce minimal waste, anyone that doesn't is just lazy and no incentives will help | The incentive scheme could be linked to the Your Reading Passport or a similar scheme which will offer rewards such as free swims or gym trips and which would give the option to donate any points earned to good causes, schools or community projects in Reading. |
| 11. I don't need an incentive to recycle more, I need RBC to provide the tools and service to enable me to do this. Why do you not provide kerbside collection of glass? Why do you not provide separate food waste recycling? Why am I limited in the plastic waste I can put into the recycling bin. I estimate 60- 70% of the waste that goes into my grey bin and therefore to landfill is because RBC do not provide the service to recycle this. | <p>Because of the problems of sorting out different types of plastic, at the moment there is only a market for recycling plastic bottles in the UK. Reprocessors know what types of plastic bottles are made from, making them easy to separate and recycle. This means that the only type of plastic you can recycle is a plastic bottle.</p> <p>The re3 partnership monitors markets and advances in technology and if the number of plastic products which can be recycled increases we will consider adding them to the range of waste that can be recycled. The Waste Minimisation Strategy commits the</p> |

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| | <p>Council to review how it disposes of specific waste materials and to recommend changes if practical and affordable.</p> <p>Many Councils who collect mixed plastics such as yoghurt pots in recycling bins do not have the facility to separate it and it actually goes to energy from waste for disposal, as the plastic has a high energy content.</p> |
| 12. I am already aware of the need to minimise household waste and recycle, re-use, compost and reduce use of packaging, etc. as much as possible. The incentive for others should be should be that they understand the benefits for the planet. | The incentive scheme could link to environmental issues, this will be investigated. |
| 13. I want to be able to recycle more household waste and therefore do not need an incentive to do so. I also think if you have to "chip" the bins this could cause petty arguments in neighbourhoods and increase fly tipping. | Some incentive schemes involve adding bar codes or chips to bins, these will be investigated as part of the scheme set up. Any incentive scheme is likely to start as a trial and be tested before introduction. |
| 14. This is not relevant to me personally since I am a keen and very active recycler and tend to facilitate better actions amongst my peers. | The Council recognises your help with recycling. |
| Question 5: Do you agree or disagree that you are given enough information about how to manage your household waste and how to recycle? | |
| Resident response | RBC response |
| 1. I'm still unclear which plastics I can recycle. | This will be addressed through the communications plan, please see the answer to point 5 below. |
| 2. I used to live in an area with a high turnover of rented accommodation and the information given to new residents is very poor. I saw many put bottles in their recycling which then was not collected. Many people try to recycle items that RBC do not recycle as it is not clear what can and cannot be recycled. | The Council will review how it communicates with landlords, housing associations and tenants with a view to improving the knowledge of HMO residents. |
| 3. We don't even get a bin collection schedule any more. | Waste collection calendars are delivered to all properties on an annual basis and are available on the Council website. |
| 4. When I moved from South Oxfordshire to Reading, I just assumed that what I could recycle only a few miles away (Shiplake) I could also recycle in Reading. Our bins had no labels so for ages I was putting the wrong things in the recycling bin. It wasn't until I saw a | Local Authorities develop their recycling collection schemes individually depending on prevailing local conditions. The attendance at roadshows will be reviewed in order to maximise their effect. |

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| <p>roadshow stand at Caversham festival that I realised I'd been putting the wrong stuff in. I've since become familiar with the website.</p> | |
| <p>5. Firstly, may I say what an awful survey this is. I've already completed it once and hoped that there would be an opportunity to add further comments/suggestions, which there is not. So I'm completing it for a second time to add comments in this box. 1) Have you compared waste figures from councils that recycle a wider variety of materials. E.g. South Oxfordshire? It's all good and well wanting residents and businesses to reduce waste, but if much of the waste we are disposing of COULD be recycled but RBC choose not to recycle it, then of course it WILL end up in landfill (I appreciate recycling some items is difficult and costly but surely longer term keeping landfill space is preferred?). I know for a fact having lived a few miles down the road in Shiplake (3 adults, 3 cats in property) that our small black bin was very rarely full; our larger recycling bin on the other hand was always full. Why? Because in South Oxon they recycle a wider variety of plastics (yoghurt pots, plastic tubs etc.), Tetra Paks, glass etc. kerbside, resulting in much less waste going into the black bin. 2) Following on from point one, I think introducing a food waste bin will be a good idea, again cutting down what goes in the black bin, so I am pleased this is being considered. 3) I think more public roadshows could be helpful: in The Oracle, Broad St, Broad St Mall, schools, community events (I know you already attend these). 4) Having lived in accommodation where bins are communal, I think RBC need to be tougher with both landlords and managing agents. Despite the majority of the 13 flats in our old building disposing of waste correctly, a small minority used to dump glass and larger items by the bins. Individual bins with locks would be good, that way persistent offenders</p> | <p>Reading Borough Council is part of the re3 waste partnership along with Wokingham Borough and Bracknell Forest Councils and FCC Environment. There are lots of different types of plastic that containers can be made out of. Plastic packaging is often made from more than one type of plastic mixed together, or mixed together with other chemical contaminants. This makes it very difficult to sort out plastic packaging to be recycled.</p> <p>Because of the problems of sorting out different types of plastic, at the moment there is only a market for recycling plastic bottles in the UK. Reprocessors know what types of plastic bottles are made from, making them easy to separate and recycle.</p> <p>The re3 partnership monitors markets and advances in technology and if the number of plastic products which can be recycled increases we will consider adding them to the range of waste that can be recycled. The Waste Minimisation Strategy commits the Council to review how it disposes of specific waste materials and to recommend changes if practical and affordable.</p> <p>Many Councils who collect mixed plastics such as yoghurt pots in recycling bins do not have the facility to separate it and it actually goes to energy from waste for disposal, as the plastic has a high energy content.</p> <p>Tetrapaks are currently only recycled in Sweden and we have to consider the environmental impacts of sending materials abroad.</p> <p>In 2012 a cost assessment of a Boroughwide kerbside glass collection service was carried out and it estimated the net cost at £550,000 (inc of savings from the removal of some bottle banks and the cost of capital for supplementary fleet and revenue for operating the collection).</p> |

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| <p>could be spoken to. Or letters could be sent out to each individual flat resident (unaddressed letters/leaflets through the door very rarely get looked at). 5) That said, if you move from an area which used to recycle.</p> | <p>The assessment estimated that a 60% capture of glass would be a likely outcome of any kerbside collection service. In 2012 Reading collected 59.34% of glass for recycling from its bring-banks indicating that RBC is already operating at, or close to, the expected level of performance of a new glass collection service.</p> <p>In view of the current financial constraints upon councils, the cost of a new collection and the benefit it would confer on the performance of the council would appear not to be viable in the current climate.</p> <p>We will be looking at the viability of a separate food waste collection service as part of the Waste Minimisation Strategy.</p> <p>Our strategy for the type and frequency of road shows that we attend will be reviewed as part of the Strategy, in relation to visibility and profile.</p> <p>Our Neighbourhood and Waste Minimisation Officers and Refuse collection crews identify areas of contamination and will contact landlords and residents directly to pass on information and give advice about how to recycle and what can be put in the grey bin.</p> |
| <p>6. Not enough info is given on what can and cannot be recycled - this leads to people just putting it into the non-recycle bin if they are unsure</p> | <p>This will be addressed through the communications plan, please see the answer to point 5 below.</p> |
| <p>7. I live in a house share and am the only one who took the time to look up on the website what can be recycled. I have now lived there a year and have not received any information from the council about what we can recycle</p> | <p>This will be addressed through the communications plan, please see the answer to point 5 below.</p> |
| <p>8. Information on which types of plastic we can currently recycle is limited.</p> | <p>This will be addressed through the communications plan, please see the answer to point 5 below.</p> |
| <p>9. Many residents in my neighbourhood don't know about the bring sites, or bulky goods collection, given by the amount of flytipping in my neighbourhood. My neighbours either i) don't recycle full stop ii) put recyclables into their grey</p> | <p>This will be addressed through the communications plan, please see the answer to point 5 below.</p> |

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| wheelie bin iii) put recyclables into a black bin bag and then into their red wheelie bin | |
| 10. Not always clear what can and cannot be recycled. | This will be addressed through the communications plan, please see the answer to point 5 below. |
| 11. Some of the information is contradictory e.g. I remember getting a leaflet maybe last year which said you could put foil in the recycling bin if it's rolled into a ball, but the current information doesn't include this - so can you, or not? Also with plastics - ALL plastic bottles, but no other plastics, even if they're the same type of plastic as the bottles? Though I notice the new council website does have an explanation for this | This will be addressed through the communications plan, please see the answer to point 5 below. |
| 12. I agree, but I am an English-speaker. I am not sure if that information trickles down to the new immigrant population (ie. Eastern European). | This will be addressed through the communications plan, please see the answer to point 5 below. |
| 13. Information is there but you have to go looking for it, could be easier to find. | This will be addressed through the communications plan, please see the answer to point 5 below. |
| 14. Not always clear what is recyclable - grey areas which can be confused if talking to someone whose waste comes under W. Berks. | This will be addressed through the communications plan, please see the answer to point 5 below. |
| 15. I find it frustrating that a lot of what I put in my normal rubbish bin is recyclable but not by the council recycling collections. Where can I recycle plastics that I'm not allowed to put in my red bin, are there any local facilities to recycle them? | This will be addressed through the communications plan, please see the answer to point 5 below. |
| 16. Not clear which plastics can be recycled. What about tin foil? | This will be addressed through the communications plan, please see the answer to point 5 below. |
| 17. Any changes in what come be recycled aren't communicated very well. | This will be addressed through the communications plan, please see the answer to point 5 below. |
| 18. The only communication we have received in the last year is the calendar with the bin dates. This doesn't even highlight where there are changes to what can or cannot be recycled! | This will be addressed through the communications plan, please see the answer to point 5 below. |
| 19. Everyone should be given a comprehensive list of items, material and products with the recommended way of disposing of them | This will be addressed through the communications plan, please see the answer to point 5 below. |

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| <p>20. I typically receive little information. I used to attend the RE3 stakeholders board meetings however, since the meetings were permanently moved to midday on a weekday I can not longer attend. RBC should push to move this meeting time/day so that more people from Reading can represent the public as individuals/groups/organisations. Since most people are employed it seems negligent that these meetings are held at a time which excludes most employed people.</p> | <p>This will be addressed through the communications plan, please see the answer to point 5 below. The timing of the re3 stakeholders meetings will be discussed with re3.</p> |
| <p>Question 6: Do you agree or disagree that it is easy to find the information you need about re-use, recycling and composting on the Reading Borough Council website?</p> | |
| <p>1. Because the website is terribly designed.</p> | <p>Your feedback will be sent to the web team for consideration.</p> |
| <p>2. RBC website is not that clear full stop. I am often telling people about the fact you can buy cheap compost bins etc. but it is not easy to find this information on the website, and most do not know this.</p> | <p>Your feedback will be sent to the web team for consideration.</p> |
| <p>3. worst laid out web site in the world - everything is hidden</p> | <p>Your feedback will be sent to the web team for consideration.</p> |
| <p>4. The information on the website is very fragmented (but perhaps this reflects current difficulties in recycling).</p> | <p>Your feedback will be sent to the web team for consideration.</p> |
| <p>5. the website design is terrible, finding anything is a challenge not to mention the use of a beta site ...</p> | <p>Your feedback will be sent to the web team for consideration.</p> |
| <p>6. Could be more summarised and direct</p> | <p>Your feedback will be considered and consideration given to a summary being prepared in future years.</p> |
| <p>7. I find the council website very hard to navigate</p> | <p>Your feedback will be sent to the web team for consideration.</p> |
| <p>8. Nothing on the reading borough council website is easy to find. yes I mean the new one.</p> | <p>Your feedback will be sent to the web team for consideration.</p> |
| <p>9. website poorly organised / difficult to navigate</p> | <p>Your feedback will be sent to the web team for consideration.</p> |
| <p>10. I would like to know why little effort has been spent with regard to establishing household food waste collection and generally the means to divert food waste from landfill/incineration to anaerobic digestion (AD). The government guidance on applying the waste hierarchy and their anaerobic digestion strategy should be more strongly</p> | <p>The Strategy Action Plan commits the Council to reviewing the case for kerbside household waste collection. The Council will continue to liaise with re3 in relation to a re-examination of the application of AD in Reading and if appropriate preparation of a business case may be considered.</p> |

| | |
|---|---|
| <p>considered. The information I have interpreted from the government documents is effectively just one step away from obligating councils to collect food waste and treat it via AD. The topic of AD has been raised in RE3 stakeholders meetings a few times over the past 4 years and little progress has been observed.</p> | |
| <p>General Comments</p> | |
| <p>1. I have raised the matter of the council's restriction on the types of plastics which may be recycled previously, through Councillor Ballsdon, regrettably without a satisfactory resolution. The RBC's proposed new strategy for a "Five Year Plan to Reduce Waste and Increase Recycling" offers an opportunity to reconsider the types of material which may be collected without them ending up in landfill. At present the only plastics which may be put in the red bins are milk containers and bottles, apparently because commercial considerations dictate that only these are reusable. All other plastic, of which there is a lot, - some semi rigid of similar type to milk containers, - goes in the grey bins and is destined for landfill. The Council Strategy makes no mention of any effort to widen the range of plastics which may be recycled and I think this is a major omission. I should be grateful if in the interests of improved recycling you would pursue this matter, if necessary widening the scope of the Strategy. On another point the Strategy refers to EfW without being specific about what waste may be used for energy or how this waste is sourced. Perhaps this might be explained</p> | <p>The council is committed to working with our re3 partners to identify viable opportunities for recycling a wider range of materials.</p> <p>In order to comply with current legislation, councils need to ensure the recycling collections they carry out are financially viable and that the recycling collected is 'high quality recycling' in order to meet the 'necessary quality standards for the relevant recycling sectors'.</p> <p>Unfortunately, whilst, a good end market exists for the reprocessing of plastic bottles, there isn't the same viable and sustainable market at present for other 'mixed' plastics. As a result, 'mixed plastics' collected from households in other areas of the UK aren't always sent for reprocessing and often end up being sent for energy recovery via EfW.</p> <p>Currently, a significant proportion of the 'black bagged' general household waste collected in Reading is sent for energy recovery via EfW. Contained within the 'black bagged' waste will be 'mixed plastics'. Given the current market conditions, to collect and separate 'mixed plastics' from households as part of the kerbside recycling scheme, only for them ultimately be sent to the same destination (EfW) as they are currently, would be, at this time both unnecessary and uneconomical</p> |

READING BOROUGH COUNCIL WASTE MINIMISATION STRATEGY 2015 - 2020.

“The Council is committed to reduce the growth of waste by promoting waste minimisation through re-use, recycling and composting and to minimise disposal.”

1. Introduction

It has never been more important to encourage residents and businesses to minimise the household and commercial waste that they produce. The Council has a duty to provide a framework within which we encourage a reduction in the amount of waste produced, improve re-use and recycling rates and reduce the amount of waste which is taken to landfill. This Waste Minimisation Strategy is being introduced now in response to significant pressures on budgets and resources created by the following factors:

- An increasing population with longer life expectancy.
- An increase in the number of households.
- An increase in the amount of household waste being produced as the economy recovers from the 2008 recession.
- Increasing landfill tax rates.
- A decrease in the rate of return on recycled materials.

This strategy sets out how we are going to pro-actively work with residents, stakeholders and partners to improve the way we manage our waste with a growing population and limited resources. It describes our current practice and performance, sets performance targets, identifies the challenges we face and defines our vision until 2020 and beyond. The Strategy is intended to be a working document which will be continually subject to review.

The Council is committed to Neighbourhood working and this is how the strategy will be delivered. It gives us the opportunity to improve both waste minimisation and service delivery at a local level and to encourage Neighbourhoods and communities to manage their waste more sustainably.

re3 Ltd is the waste management partnership between FCC Environment (UK), Reading, Bracknell-Forest and Wokingham Borough Councils which was

formed in 2008. This strategy has been developed under the umbrella of the re3 joint waste partnership and reflects the re3 Joint Waste Strategy with the aim of slowing, as effectively as possible, the projected growth in waste in the Borough. It aligns with the separate strategies being developed by Bracknell and Wokingham.

Waste management is a topical issue which attracts often negative media attention. It is up to the Council to raise awareness of the importance of separating waste and to consider all options for moving waste management up the waste hierarchy.

2. Context

2.1 The Corporate Plan 2014-2017 - Working Better with You,

Priority 3 of the Corporate Plan “An attractive, safe and well- kept town” commits the Council to improving the quality, cleanliness and safety of the street environment and ensuring waste and recycling are managed effectively through the following 2 aims:

- “Increase the amount we recycle and reduce the amount we send to landfill through education on recycling, re-use and waste prevention including the implementation of weekly collections in flats, improve recycling and introduce a recycling incentive scheme using funding from the DCLG (Department of Communities & Local Government) Weekly Collection Support Scheme”.
- “Implement the ‘Love Clean Reading’ project to improve the appearance and cleanliness of the public realm”.

These two commitments are central to the Waste Minimisation Strategy and form the basis of the Action Plan.

2.2 The re3 Partnership

The re3 partnership was formed under the 25 year Private Finance Initiative (PFI), to manage and develop solutions for the management of waste in Central Berkshire and to encourage people to reduce, re-use, recycle and compost more of their waste. re3 Ltd was formed as a special purpose company by WRG to manage the PFI Contract.

The partnership developed, built and operates the Household Waste Recycling Centre (HWRC) transfer station and Materials Recycling Facility (MRF) at Smallmead in Reading, and operating the HWRC at Longshot Lane in Bracknell.

The three re3 councils’ area covers 33,000 hectares and has a population of 423,280 (2011 Census) a figure which has risen by 12,700 over the life of the partnership to date, in 180,000 households.

Re3 produced a Joint Waste Strategy for the partnership members to cover the first 5 years (2008 - 2013) which set out the aims and objectives for waste management during this period. This is currently being updated and will remain the overarching strategy for the partnership. The advent of Neighbourhood Working requires a specific strategy for Reading, which builds on the good work done by re3, but reflects the unique challenges the Borough faces. The objectives and aims of the 2 strategies, to minimise the amount of waste produced by improving awareness and education, will complement each other focusing on controlling the rate of wastes produced and subsequent disposal.

2.3 Legislation

Legislation is the tool by which the EU or UK Government addresses the regulation of waste activity. The significant pieces of UK or EU legislation are as follows:

- Environmental Protection Act 1990
- Controlled Waste Regulations 1992
- EU Landfill Directive 1999
- Revised EU Waste Framework Directive 2008
- WEEE Directive 2002 (and Recast 2014)
- Waste Regulations 2011
- Waste Emissions Trading Act 2003
- Material Recovery Facilities (MRF) Regulations 2014

More details are given in Appendix 4.

The revised EU Waste Framework Directive (revised WFD) entered into force 12 December 2008. The legislation to transpose the revised WFD into national law has been made by Parliament and the devolved administrations. The Waste (England and Wales) Regulations 2011 came into force from 29 March 2011.

2.4 The Waste Hierarchy.

Article 4 of the revised EU Waste Framework Directive ranks waste management options according to what is best for the environment and it gives top priority to preventing waste in the first place. This is known as the Waste Hierarchy. (As shown in Figure 1).

When waste is created it gives top priority to preparing it for re-use, then recycling, then recovery and last of all disposal. The waste hierarchy is applied to all Reading's current waste management processes and it will continue to inform waste minimisation in the future.

The waste hierarchy has been transposed into UK law through the The Waste (England and Wales) Regulations 2011. The regulations came into force on

29 March 2011. The provisions relating to the hierarchy (set out at in Regulations 12, 15 and 35) came into force on 28 September 2011.

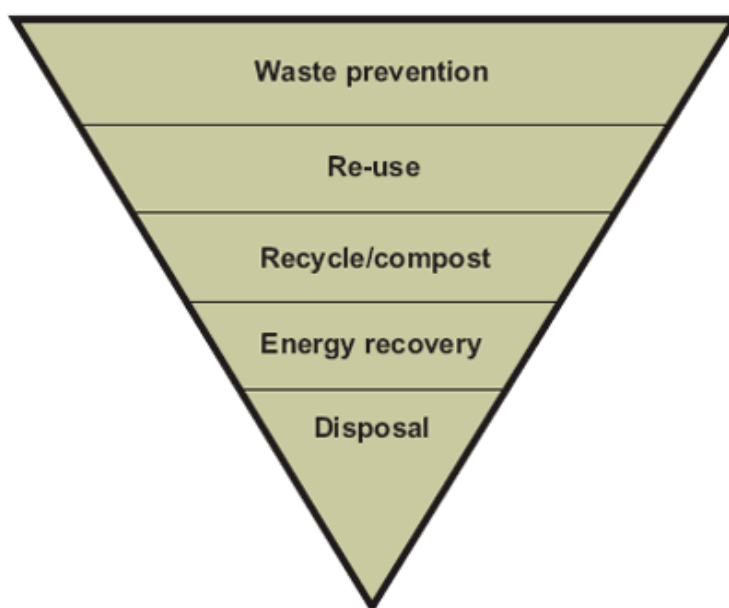


Figure 1. The Waste Hierarchy.

2.5 TEEP (Test of Environmental, Economic and Practicality of Separate Waste Collection)

TEEP emerges from the EU Waste Framework Directive (WFD) Article 11 and Regulation 13 of the Waste England and Wales Regulations 2011) as amended whereby all Waste Collection Authorities (WCA's) will be required to collect paper, glass, plastics and metals separately and must apply the Necessity and "TEEP" tests by January 2015 to determine if this is needed in their circumstances.

Whilst it is accurate to say that the application of the Regulations is somewhat open to interpretation, Reading will carry out this work using the Route Map methodology produced by the Waste and Resources Action Programme (WRAP), which is based on the waste hierarchy, to assess the current collections and RBC's compliance.

3. Challenges. Why we need to change.

Change is a constant factor, particularly in Local Government and any strategy must be flexible enough to respond to dynamism in both the organisation and the environment. It is intended that the Waste Minimisation Strategy will be able to respond to change through annual review rather than being rigidly prescriptive.

3.1 Population and Housing growth.

Readings' population has grown by 11,300 or 8.8% from the year 2001 and was 155,698 at the 2011 census. If that rate of increase is sustained the population is forecast to rise to 169,400 by 2020.

The number of households stands at 69,700 but is predicted to rise to 73,200 by the year 2019/2020. Whilst creating a vibrant town with a strong economy this growth puts increasing pressure on the delivery of Council services and waste management in particular.

More demographic information is given in Appendix 5.

3.2 Legislation

Legislation defines the environment in which Local Authorities work and this strategy will react to any legislative changes which emerge, either following consultation or with little warning.

It is vitally important that RBC maintains its knowledge of and expertise in dealing with legislative changes, and this must be recognised in the allocation of management resource going forward.

3.3 Recyclate Contamination.

The effectiveness of the MRF (Materials Recycling Facility) at Smallmead is adversely affected by contamination of the recyclate that is collected. This must be reduced and will principally be addressed in 2 ways:

- By better information and education of residents and businesses about what can be recycled via a clear Waste Minimisation Communication Plan and an increase in door-stepping and face to face conversations.
- By better educating the waste crews to monitor recyclate contamination.

3.4 Food waste

Food waste still forms a significant percentage of the waste in residual bins and there is still a large amount of waste eg. garden waste and paper, found in residual bins which could be recycled or composted.

Increasing residents education and awareness of the need to and ways of recycling and composting food and garden waste is a key objective of the Waste Minimisation Strategy.

A review of how we can improve food waste recycling will be carried out in the first year of the Waste Minimisation Strategy.

3.5 Flytipping

Flytipping of waste continues to be a problem in Reading and clearing it diverts frontline staff from their normal duties. The Council currently works with the other agencies to identify the sources of flytipping and carries out investigations in most cases before the flytipped waste is removed. The way we treat flytipping will be reviewed as part of the Waste Minimisation Strategy with a view to improving the efficiency of collection but also of its disposal and recycling.

3.6 Landfill

We cannot keep landfilling the products we consume, and landfill as a method of waste disposal is under pressure as suitable sites are scarce and costs are rising as a result. Current legislation is aimed at reducing landfill for environmental reasons and the EU Landfill Directive seeks to reduce the environmental impact of landfilling by diverting BMW (Biodegradable Municipal Waste) from landfill. The most important aspect of the directive is to reduce the amount of BMW, which makes up a significant proportion of household waste and includes green waste from garden and kitchen wastes.

It is essential for Councils to focus their efforts on the reduction of BMW in the waste stream to reduce the reliance on and the costs incurred for landfill. The promotion of the reduce, re-use, recycle and compost message and the development of the recycling service is a key part of this.

3.7 Climate change.

Climate Change and the reduction of the carbon footprint is central to the Council's policies and direction, and this includes the management of waste. It is essential to reduce the amount of putrescible waste that goes to landfill as it is a significant producer of methane, one of the main damaging greenhouse gases, which is contributing to the effects of climate change.

Emissions from biodegradable waste in landfill contributes up to 40% of the UK methane emissions, whilst recycling of waste materials is estimated to save up to 18 million tonnes of another greenhouse gas, CO₂ through avoided primary material production.

It is also important to continually reassess collection activities to reduce the number of journeys undertaken as vehicle emissions are another key contributor to climate change and the cost of fuel is a major contributor to the cost of waste collection. The planned investment in the new fleet of fuel efficient refuse trucks will help to reduce the environmental impact of waste collection and demonstrate best practice.

The Council will continue to promote the ways in which residents can reduce their contribution to climate change and how they deal with their waste is one of them.

The Waste Minimisation Strategy will compliment and coordinate waste minimisation activities with the Reading Climate Change Strategy 2013 - 2020 and the activities of the Climate Change Partnership.

3.8 RBC waste minimisation- Example through sustainable behaviour.

The Council has a good record in ensuring that it recycles as much of the waste it produces as possible. This strategy will commit the Council to review all its current activities in conjunction with the Climate Change Strategy on a regular basis and to recommend changes to practice if they are necessary.

4. Elements of the strategy.

The Strategy is made up of the following documents:

- Waste Minimisation Strategy. The overarching document which sets out what we currently do, our key aims, our targets, the challenges the Council will have to deal with and how we will reassess and monitor progress and any changes.
- The Waste Minimisation Communication Plan sets out how we are going to communicate the key aims and actions of the strategy to residents, within Neighbourhoods and communities, partners and stakeholders and includes an Action Plan by which progress can be measured.
- Waste Minimisation Action Plan - Sets out clearly what we are going to do during the life of the strategy and allows us to monitor performance against our targets.
- Appendices 1-5. Glossary, Performance Summary, Location Of Recycling Sites, Current Legislation and Demographic Information.

5. Objectives

Reading Borough Council will strive to provide an efficient, sustainable and cost-effective operation for the collection and management of all municipal waste arising within the Borough through its continued commitment to the principles of sustainable development, best value and the waste hierarchy.

The Council will continue its partnering arrangements with neighbouring authorities through the re3 waste partnership, the community sector, the waste management industry and other partner agencies that will deliver sustainable waste management solutions.

The Council will deliver the measures defined in the strategy through Neighbourhood working, Love Clean Reading and the coordination of services to maximise efficiency and the resources available.

Objective 1. To increase recycling and re-use rates.

Objective 2. To minimise the amount of waste sent to landfill.

Objective 3. To increase understanding and engagement in waste & recycling for the local community and key stakeholders.

Objective 4. To ensure effective, efficient value for money service delivery.

The delivery of the Waste Minimisation Strategy will be measured by way of the Action Plan which will remain a live document which will be used by all involved to monitor progress in a realistic way and react to a changing environment on an annual basis. The re3 Action Plan will sit alongside the Waste Minimisation Strategy Action Plan and the two documents will complement each other.

6. The Current Situation

This section describes how the Council currently manages its waste and its current minimisation initiatives.

6.1 Collection method

6.1.1 General Waste

Reading currently operates an alternate weekly collection system and collects residual waste from each household every 2 weeks while recyclables are collected on the alternative week. Currently it is Council policy to allow one grey general waste bin and one red recycling bin or box per household unless the resident can prove that they require additional bins.

6.1.2 Kerbside Recycling

The recycling bin or box can be used for mixed paper and card, food tins and drink cans, plastic bottles, newspapers and magazines and aerosol canisters. Domestic batteries can be presented in a sealed plastic bag placed on top of the recycling bin on collection day.

Residents can opt into the Green waste collection service by buying a green wheelie bin or bag which is collected on a given date.

The Council provides Recycling facilities (Bring sites) at 33 locations around the Borough which can accept metal, glass bottles and jars, tetra-pak, foil, batteries, shoes' books, textiles.

The location of Recycling Bring sites is shown in Appendix 3.

The Household Waste Recycling Centre at Smallmead accepts general waste which will not go in the grey general waste bin.

6.1.3 Bulky Waste collections.

The Council currently offers a bulky waste collection service to homes and businesses for items that are too large to fit into wheeled bins. This service will be reviewed as part of the Waste Minimisation Strategy.

6.1.4 Trade Waste Service

The Council currently offers a trade waste collection service to businesses in Reading. This service will also be reviewed as part of the Waste Minimisation Strategy.

6.2 Current Performance - Tonnages and Composition

The predicted, combined total municipal waste tonnage for Reading in the year 2013/14 was 59,134 tonnes from kerbside collections. It is important that we know the composition of the waste still destined for landfill as it allows us to plan further services and assess where the greatest gains are made. Figures from the MRF will be used to monitor composition going forward and they will be used to re-assess the waste minimisation strategy on an annual basis.

Packaging is another key element of the waste stream in Reading, and whilst there are producer responsibility arrangements in place with retailers and producers to reduce the amount of packaging they use, packaging will continue to be a main focus of the waste minimisation strategy.

6.3 Current performance and Targets

There are both statutory and non-statutory targets in place aimed at increasing the levels of recycling, composting and recovery of waste. The re3 Waste Strategy 2007 updated targets that were originally set by Government in 2000.

The average recovery rate for municipal waste across the RE3 partnership in 2012/2013 was 79.2%.

Table 1 shows the amount of waste disposed of by landfill, EfW, recycling and composting in Reading over the past 5 years as a percentage.

| Reading | 2009/10 (%) | 2010/11 (%) | 2011/12 (%) | 2012/13 (%) | 2013/14 (%) |
|------------|-------------|-------------|-------------|-------------|-------------|
| Landfilled | 54 | 28 | 25 | 21 | 29 |
| EfW | 13 | 38 | 38 | 38 | 36 |
| Recycled | 24 | 23 | 25 | 28 | 24 |
| Composted | 9 | 11 | 12 | 13 | 11 |

Table 1.

The figures generally reflect national trends but the reduction in the volume of waste sent to landfill as more waste is sent for EfW is most noticeable. The recession which began in 2008 has slowed economic activity and the volumes of waste have generally reduced in subsequent years. However, as shown by the volume for 2013/14, waste volumes are now starting to increase again as the economy recovers and as people begin to replace and renew, and as a result dispose of more items.

The volume of waste that has been recycled and composted has remained fairly constant and demonstrates the need for an effective Waste Minimisation Strategy to increase volumes in order to meet our targets.

The corporate plan commits the Council to achieve a recycling rate of 42% by 2017.

The EU Waste Framework Directive states that the UK must recycle 50% of household waste 2020.

Further information is shown in Appendix 2.

6.4 Disposal

6.4.1 MRF operation

The Materials Recycling Facility (MRF) at Smallmead sorts and bales mixed dry recyclables (MDR) collected from the kerbside and can handle up to 58,000 tonnes per year.

6.4.2 Landfill.

Non-recyclable Municipal Waste is sent to a licensed landfill site in Sutton Courtenay in Oxfordshire.

6.4.3 Energy from Waste (EfW)

The re3 partnership sends 70,000 tonnes of its Municipal Solid Waste (MSW) to the Lakeside Energy from Waste facility in Colnbrook for energy recovery,

representing an important income stream and a means of offsetting costs. The power it produces is fed back into the National Grid.

6.4.4 Green Waste Composting.

Compostable green waste is taken to Sutton Courtenay where it is composted to produce useable growth media.

6.5 Education, campaigns and communications

The Council currently promotes waste minimisation by way of the following campaigns and promotions:

Working with Schools,
Advertising in the Green Pages,
Producing and distributing welcome packs to new Council Taxpayers,
Working with Managing Agents,
Carrying out promotional Roadshows,
The Flats project,
Promoting the 'Love Food Hate Waste' campaign,
Providing web based information for businesses and residents,
Enforcement activities through Neighbourhood Officers (NO's)'s and Waste Minimisation and Recycling Officers (WMRO's),
Providing and promoting community battery recycling points.

The Waste Minimisation Strategy Action Plan commits the Council to carry out reviews of all the current Waste Minimisation activities and its collection services with a view to assessing their suitability, success and whether they are sustainable with the resources currently available and in relation to Neighbourhood Services.

6.6 Reading has invested in modern, efficient fleet of refuse freighters which will be delivered in Spring 2015 demonstrating the Council's commitment to providing a high quality, reliable and efficient collection service.

7. Communications and Neighbourhood Engagement

The Waste Minimisation Strategy will further promote the 'Love Clean Reading' message in line with the aspirations of the Corporate Plan, Members and re3.

A clear communications strategy is essential to prevent people from becoming disengaged from the reduce, re-use, recycle and compost campaign message or waste management in general due to our consumer lifestyle and negative recycling myths.

The volume of waste produced seems to be linked to economic prosperity, and whilst budgetary pressures are increasing on public finances the general

economy is now emerging from recession and the upturn could mean that municipal waste increases.

8. Monitoring the Strategy.

The progress of the Waste Minimisation Strategy will be measured by way of the Action Plan on a continual informal basis as part of everyday operations, and annually on a more formal basis. Progress, successes, issues and pressures will be monitored by the Head of Transportation and Streetcare, Neighbourhoods and Streetcare Officers and Senior Management and will be reported to the relevant Lead Member, Programme Board and Council Committee.



READING BOROUGH COUNCIL
WASTE MINIMISATION STRATEGY 2015 - 2020.

Action Plan

This Action Plan describes the initiatives that the Council has identified as being important to improve waste minimisation in Reading over the next 5 years. The actions will be reviewed annually to record progress, re-assess priorities, make additions and ensure relevance.

ACTION PLAN 'PRIORITY' COLUMN

The second column, in the Action Plan below, describes the priority given to each action. A high priority action will be addressed before one with a low priority. Priorities change, however, and the Council will review these actions on an annual basis.

Key to Priority Column

- High Priority: addressed within years 1 and 2
- Medium Priority: addressed within years 3 and 4
- Low Priority: addressed within year 5

| OBJECTIVE 1. To increase recycling and re-use rates. | | | | | | |
|--|----------|---------------------------|---|---|--|--|
| Action | Priority | Links to other objectives | Who | How | Barriers | Resources |
| <p>1a. Love Clean Reading</p> <p>Promote and embed Love Clean Reading as the waste minimisation and neighbourhood services campaign.</p> | H | 2,3,4 | Neighbourhood Support team. WMRO's (Waste Minimisation and Recycling Officers), NO's (Neighbourhood Officers), WO's (Waste Operations), Corporate M and Pr. Transport and Streetcare staff. Parks and cleansing teams. | <p>Agree look and feel and use on all equipment, clothing and promotional material.</p> <p>Use of Logo on all promotional material.</p> <p>Targeted PR campaigns.</p> | None | Officer time |
| <p>1b. Incentive Scheme</p> <p>Identify an appropriate waste minimisation incentive scheme for Reading, possibly linked with e passport to increase participation. Rewards could be in the form of credits to community groups and</p> | H | 2,3,4 | WMRO, WO'S, Neighbourhood Support team and Corporate M and Pr. | Identify and introduce most suitable incentive scheme. Work with RSL and M and Pr to create robust scheme. | Procurement route for incentive scheme. RBC procurement pressures. | Officer time, RBC procurement team. Possible additional resource required. |

| | | | | | | |
|---|---|-------|--|---|---|---------------|
| schools for recycling/environmental projects. | | | | Introduce the Initiative. | | |
| <p>1c. Review Communications</p> <p>Continually review and improve the Waste Minimisation Communications Plan. Develop communications channels which use mobile devices, Twitter, Facebook and other social media.</p> <p>Develop and expand use of the Love Clean Reading App.</p> | H | 3 | WMRO, WO'S, NO's, Neighbourhood Support team and corporate M and Pr. | <p>Review process and make improvements as necessary.</p> <p>Data collection from LCR campaigns.</p> <p>Social media traffic</p> <p>Waste composition, output statistics from MRF review. Information from bin crews on contamination</p> | None | Officer time. |
| <p>1d. Review current campaigns</p> <p>The Council will review its current waste minimisation campaigns in</p> | H | 2,3,4 | WO's, WMRO's, and Neighbourhood Support team. | Desk study based on current waste data and | Accurate and timely information on moving | Officer time |

| | | | | | | |
|--|---|---|--|--|-------------------------------|---------------|
| <p>the light of Neighbourhood working and available budgets.:</p> <ul style="list-style-type: none"> • Providing Welcome Packs for Students, new council tax payers, and Council tenants. • The current Flats project • Roadshows • Educational talks <p>And how we work with:</p> <ul style="list-style-type: none"> • Management Agents and Housing Associations • HMO's (Houses in Multiple Occupation) • Schools • Universities and Colleges | | | | <p>experience.</p> <p>Identify new tenants, liaise with Housing and Council tax and deliver new packs.</p> | <p>dates for new tenants.</p> | |
| <p>1e. Reading University</p> <p>Strengthen the working relationship with the University of Reading's Environmental Science department. Possibly establish Gap Year student scheme.</p> | M | 2 | WMRO, WO'S, NO's and Neighbourhood Support team. | Approach Reading University, establish details of the scheme. | None | Officer time |
| <p>1f. Recycling and Re-use Organisations</p> | M | 1 | WO'S, WMRO'S and NO's and Neighbourhood | NO's and WO's will liaise with community | Officer time available. | Officer time. |

| | | | | | | |
|--|----------|----------|---|---|-------------|---------------------|
| <p>Strengthen existing links Create new links with recycling and re-use organisations. Look to introduce innovative ways of working.</p> | | | <p>Support team.</p> | <p>groups. Councils will seek to develop a 'dual booking' system to divert re-usable items to charity/voluntary sector partner(s).</p> <p>Co-ordinated campaigns with re3 and their re-use partners.</p> <p>Promotion of re-use websites eg. Freecycle and Reading Freegle.</p> | | |
| <p>1g. WEEE Roadshows</p> <p>Promote recycling of small electrical items</p> | <p>M</p> | <p>1</p> | <p>WMRO's, NO's and Neighbourhood Support team.</p> | <p>Identify suitable venues and events.</p> <p>Promotion of WEEE collections by refuse</p> | <p>None</p> | <p>Officer time</p> |

| | | | | | | |
|--|---|------|---|--|-------------------------|--------------|
| | | | | freighters using freighter mounted decals and posters. | | |
| OBJECTIVE 2: To Minimise the amount of waste sent to landfill. | | | | | | |
| 2a. Reduce Packaging Encourage local reduction of packaging in waste stream. | M | 1, 3 | WO'S, WMRO'S and NO's and Neighbourhood Support team. | LCR targeted campaigns eg. at Christmas. Links on website to useful junk mail reduction information sites eg. Royal Mail. Promote bags for life. | Officer time available. | Officer time |
| 2b. Community Groups Establish strong working relationships with Neighbourhood and Community Groups and Associations via Neighbourhood Working and Love Clean Reading | H | 1,3 | WO'S, WMRO'S and NO's and Neighbourhood Support team. Housing Officers | NO's participation and coordination of community groups and activities. | Officer time available. | Officer time |

| | | | | | | |
|--|---|-------|---|---|------|--------------|
| <p>2c. Food and compostable Waste</p> <p>Aim: To reduce putrescible waste in residual bins through behaviour change.</p> <p>Review options for increasing food waste recycling, possibly by kerbside collection.</p> <p>Promote 'Love Food Hate Waste' campaign</p> <p>Promote and sustain the use of home composters and food digesters.</p> <p>Re-launch of the Green Cones initiative.</p> <p>Establish a network of Home Composting champions</p> <p>Promote green waste collections</p> | M | 1,3,4 | WO'S, WMRO'S and NO's and Neighbourhood Support team. | <p>Promotion and education, campaigns such as 'Love Food, Hate Waste'.</p> <p>Review current good practice elsewhere. Discussions with re3.</p> <p>Assess results of appropriate trials, arrange sale/promotion /education, introduce measures to support users.</p> <p>Via face to face discussions with Neighbourhood and Community groups.</p> | None | Officer time |
|--|---|-------|---|---|------|--------------|

| | | | | | | |
|--|---|-------|--|---|---|--------------|
| Review the promotion of Real Nappy Information Service | | | | | | |
| 2d. SME'S (Small and Medium Enterprises) Encourage and support SME's to recycling more | M | 3 | WO'S, WMRO'S and NO's and Neighbourhood Support team. Coordinate with the trade waste service. | Review current system. Coordinate targeted campaigns. | Officer time and funding availability. | Consultant |
| 2e. Business Waste Review the development of web based waste for businesses through Business link and re3. | M | 1,3,4 | WO'S, WMRO'S and NO's and Neighbourhood Support team. | Liaison with re3 and Business Link. | Availability of funding. | Consultant |
| 2f. Cardboard Recycling Investigate expansion of the current cardboard recycling scheme in the town centre to include other materials, working with Reading UK CiC. | M | 1,3,4 | WO'S, WMRO'S and NO's and Neighbourhood Support team. | Coordination and discussions with Reading UK CiC. | Reading UK CiC officer time. Participation by town centre businesses. Funding. | Officer time |
| 2g. Recycling (Bring) Sites Aim to increase the number and quality of bring sites in existing | M | 1,3,4 | WO'S, WMRO'S and NO's and Neighbourhood Support team. | Analyse location and performance of existing sites. | Availability of funding | Officer time |

| | | | | | | |
|---|---|-------|--|---|-------------------------|--------------|
| areas, the town centre, schools, colleges and new developments for materials not collected at kerbside. | | | | Identify possible locations for new sites, including in new developments. Seek alternative sources of funding, eg. Sponsorship. | | |
| 2h. Alternative storage Investigate alternative on street waste storage and disposal facilities eg. Underground storage bins in new developments, permanent waste disposal facilities on areas of unused or under-utilised RBC land. | M | 1,3,4 | WO'S, WMRO'S and NO's and Neighbourhood Support team. Highways and Streetcare. | Identify areas of need eg. Densely populated areas with no front gardens. Identify suitable equipment and sites Liaise with Planning, with Highways, Housing, Education and | Availability of funding | Officer time |

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| | | | | <p>Valuations departments. Carry out research on similar facilities elsewhere.</p> <p>Identify alternative sources of funding.</p> | | |
| <p>2i. On the Go sites</p> <p>Increase the number of “on the go” recycling sites in the borough, especially in the town centre and in local shopping centres.</p> | M | 1,4 | WO’S, WMRO’S and NO’s and Neighbourhood Support team. | <p>Review of existing sites.</p> <p>Identify suitable bins.</p> <p>Liaison with Highways and Transport about siting requirements</p> | Availability of funding | Officer time |
| <p>2j. Tetra - pak</p> <p>Review the provision of Tetra-pak and foil bring banks with a view to increasing numbers.</p> | L | 1,4 | WO’S, WMRO’S and NO’s and Neighbourhood Support team. | <p>Analysis of need and economic viability of providing additional sites.</p> <p>Identify sites</p> | Availability of funding | Officer time |

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| 2k. Waste storage - New Housing and Commercial Developments Discuss the possible links between Planning requirements and the provision of internal waste storage facilities in new developments. Use planning gain contributions to fund bring sites. | M | 1,4 | WO'S, WMRO'S and NO's and Neighbourhood Support team. | Discussions with Planning and Regulatory Services to establish Planning Gain funding stream. | Availability of funding from Planning Gain | Officer time |
| 2k. WEEE sites Investigate trialling on street WEEE banks | M | | WMRO's Waste Op's | Analysis of need and economic viability of providing additional sites. Identify sites | Availability of funding | Officer time |
| OBJECTIVE 3. The council will seek to increase understanding and engagement in waste and recycling for the local community and stakeholders. | | | | | | |
| 3a. Neighbourhood Engagement Introduce an outreach/publicity campaign for the 5 year life of the strategy. Use Love Clean Reading and cost comparisons to promote waste minimisation Continually review the strategy and campaign content to respond to | H | 1,2,4 | Neighbourhood Support team. WMRO's NO's (Corporate M and Pr. All Transport and Streetcare staff. | Review available resources and expertise. Identify funding and available resource. Regular Officer | Availability of funding for consultant. Availability of Corporate M and Pr. budget and Officer time. | Officer time Investigate using external resource. |

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| changing situations. | | | | coordination and review meetings Committee update reports | | |
| 3b. A-Z Waste Minimisation Guide Update and regularly update an A-Z guide to waste minimisation in Reading. | H | 1,2 | Neighbourhood Support team. WMRO's NO's (Corporate M and Pr. All Transport and Streetcare staff. | Review successful documents. | None | Officer time |
| 3d. Schools and Colleges Continue and develop links with schools to promote Love Clean Reading and the Reduce, Re-use, Recycle and Compost message by promoting term long projects for school children. | M | 1,2 | Neighbourhood Support team. WMRO's NO's | Direct links with Education Department and Schools | Officer time available. Funding | Officer time |
| 3e. Review roadshow events through Neighbourhood Working and Community groups and tailor events in areas to specific issues | H | 1,2 | Neighbourhood Support team. WMRO's NO's Housing Officers | Use the MRF review, WO refuse crew and information from | Officer time available. Education and involvement of Refuse | Officer time |

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| | | | | patchworking groups to identify the areas of greatest need. | crews | |
| 3f. Kerbside Stickers Review and develop kerbside yellow /green stickers and develop a communications strategy as part of LCR. | M | 1,2 | Neighbourhood Support team. WMRO's and NO's M & PR | Review existing practice and develop a campaign. | None | Officer time |
| 3g. External advertising Review all current external advertising eg. Green Pages. | H | 1,3 | Neighbourhood Support team. WMRO's and NO's | Continue current practice | None | Officer time |
| 3h. Enforcement Review our enforcements practices in relation to current legislation | H | 1,2 | Neighbourhood Support team. WMRO's NO's | Identification of persistant offenders | None | Officer time |
| OBJECTIVE 4: The council will ensure that the waste collection and disposal service is effective, efficient and value for money. | | | | | | |
| 4a. RBC housekeeping Review RBC internal waste disposal and waste minimisation | M | 1,2 | Neighbourhood Support team. WO's, WMRO's and NO's | Officer collaboration and review of current waste | None | Officer time |

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| practices with a view to maximising re-use and recycling. | | | | operations at 19 Bennet Road | | |
| 4b. Reduce contamination in residual waste More effective identification of contaminators by Waste Operations staff. | H | 1,2 | WO'S, WMRO's, NO's and Neighbourhood Support team. | Involvement of Neighbourhood Officers Coordination of inspections Establish 'tool box talks' for crews to reinforce reduction of contamination message. Establish 'Crew of the Month' scheme to reward crew with least contamination. Encourage self - monitoring and reporting systems | None | Officer time. |

| | | | | | | |
|--|---|-------|---|---|--------------------|-------------------------------------|
| 4c. Shared collection service Investigate feasibility and benefits of shared collection services between re3 councils. | M | 1,2,3 | Joint Waste Disposal Board (JWDB). All Officers and Members Legal and procurement | Consultation with re3 partners and Members | None | Officer Time and Council processes. |
| 4d. Bulky Waste Review bulky waste collection service and investigate ways of reusing or recycling bulky waste items (especially furniture and Weee items) collected. | H | 1,2,3 | WO'S, WMRO'S and Neighbourhood Support team. | Review current costs and operation. | None | Officer time |
| 4e. One Bin Policy Review one bin policy | H | 1,2,3 | WO'S, WMRO'S and Neighbourhood Support team. Members Senior Management | Analysis of waste disposal costs and volumes. | None | Officer time |
| 4f. 180l Bins Investigate introduction of 180l bins instead of 240l bins for lost/stolen and new bins from April 2016. | M | 1,2,3 | WO'S, WMRO'S and Neighbourhood Support team. Members | Analysis of waste disposal costs and volumes. | Public acceptance. | Officer time |

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|--|---|-----|---|--|------|--------------|
| | | | Senior Management | | | |
| <p>4g. Waste Transfer Station and Weighbridge</p> <p>Carry out a review of the waste transfer station at 19 Bennet Road, including the weighbridge and staff resource, with a view to improved sorting and recycling of valuable materials. Monitor and reduce the amount of residual waste coming into the WTS.</p> | H | 1,2 | Cleansing, and Neighbourhood Support team. | <p>Officer review</p> <p>Analysis of the waste streams and identification of recycling opportunities.</p> <p>Identifying possible capital expenditure.</p> | None | Officer time |
| <p>4h. WEEE collections</p> <p>Introduce WEEE collection and recycling by use of purpose built cages on the new freighter fleet.</p> | H | 1,2 | WO'S, WMRO's, and Neighbourhood Support team. | Publicise WEEE collection via LCR campaign | None | Officer time |

READING BOROUGH COUNCIL WASTE MINIMISATION STRATEGY 2015 - 2020.

Waste Minimisation Communication Plan

1. Introduction

This Communication Plan supports the Waste Minimisation Strategy 2015 - 2020. This document outlines the way in which the reduce, re-use, recycle and compost message will be communicated to residents and stakeholders for the life of the strategy. It will also allow activity to be budgeted, planned and focused more effectively ensuring a co-ordinated approach and a consistent message.

‘Love Clean Reading’ is the overarching campaign for all waste minimisation and environmental communications and was launched in 2014. It is used with the Council’s branding to create a strong identity for initiatives which keep Reading’s neighbourhoods clean and safe. Using it consistently across uniforms, vehicles and general publicity helps reinforce the message which forms part of the campaign.

1. Objectives of the Waste Minimisation Strategy

The objectives of the Waste Minimisation Strategy are to reduce the amount of waste produced, and increase re-use, recycling, and composting rates in Reading. The Waste Minimisation Strategy has 4 key objectives:

1. To increase recycling and re-use rates.
2. To minimise the amount of waste sent to landfill.
3. To increase understanding and engagement in waste & recycling for the local community and key stakeholders.
4. To ensure effective, efficient value for money service delivery.

2. Neighbourhood Engagement Plan Communications Aims

1. To increase recycling and re-use rates.

Aim: increase participation in household recycling collections.

Aim: increase use of HWRC and bring sites

Aim: increase business recycling

Aim: encourage more re-use

Key Messages:

Awareness of what can be recycled and where.

Awareness of what can be re-used and where.

Awareness of the Council's waste minimisation incentive scheme.

2.To minimise the amount of waste sent to landfill.

Aim: Reduce the amount of food waste in general waste bins.

Aim: Reduce the amount of garden waste in general waste bins.

Aim: Increase awareness of not producing waste in the first place.

Aim: increase business recycling.

Key Messages:

Awareness of the Love Food Hate Waste campaign.

Awareness of home composters and green cone food digesters.

Awareness of garden waste collections.

Awareness of the 'reduce' message so you do not create the waste in the first place.

Awareness of recycling for businesses and the Council's trade waste recycling service.

3.To increase understanding and engagement in waste & recycling for the local community and key stakeholders.

Aim: Increase the awareness of the Love Clean Reading campaign.

Aim: Increase awareness of recycling, re-use and waste reduction amongst school children.

Key Message:

Embed Love Clean Reading as the recognised campaign for waste minimisation and environmental maintenance.

Awareness of what can be recycled and re-used and where.

Awareness of how not to produce waste in the first place.

Increase awareness of the materials which the council collects for recycling and the major contaminants.

4.To ensure effective, efficient value for money service delivery.

Aim: To reduce contamination of residual household waste through greater awareness of what can be recycled.

Aim: Greater awareness amongst customers of the cost of waste disposal and how they can help reduce this.

Key Messages:

Greater awareness of the effects of contamination on value for money.

Cost comparison of waste collection and disposal and other Council services.

As described in the main Waste Minimisation Strategy document the re3 partnership is the overarching management framework within which the 3 member authorities, Reading, Wokingham and Bracknell manage their waste disposal. Re3 have produced a 5 year Communications Strategy and this Waste Minimisation Communications Plan aims to co-ordinate with and develop the themes in that document, but more specifically targeted for Reading under the Love Clean Reading campaign. Reading Neighbourhood Services will continue to work closely with the re3 communications team to co-ordinate the promotion of waste minimisation and Love Clean Reading.

4. Target Audiences

The table below shows the key audiences that we are aiming to communicate the Waste Minimisation Strategy to.

| Key Target Audiences | | |
|--|--|---|
| Audience | Approach | Responsibility |
| <u>Project Board</u> Council Committees Senior Officers Re3 | Housing Neighbourhoods and Leisure Committee Lead Councillor Briefing Reports, updates, briefings and presentations. | Neighbourhood Officers Head of Transportation and Streetcare |
| <u>Programme Board</u> Head of Transportation and Streetcare Neighbourhood Officers | Internal programme meetings, reports and presentations. | Neighbourhood Officers M and Pr. Officers |
| <u>Influencers</u> MP's LEP's Reading UK CiC Chamber of Commerce Members Senior Management Waste Management Staff Council Staff | Council Reports Corporate Plan Liaison meetings and presentations. Project meetings Team meetings | Members Neighbourhood Officers Senior Management |
| <u>Directly Impacted</u> All Residents and Businesses in Reading Recent Movers On-line shoppers Intermittent recyclers Residents in blocks of flats Regular contaminators | Via Council owned media channels eg. Websites, Social Media. Via direct face to face contact with all groups with an interest in Waste Minimisation. Via roadshows, door | Members Neighbourhood Officers Customer services, call centre staff. Waste Operations staff. Volunteers and voluntary groups. |

| | | |
|--|---|---|
| Families with children Communities School Children University and College Students Teachers Parents Governors Shoppers/visitors Housing Associations Managing Agents Property Developers Landlords Council staff who are Reading residents Community Groups Globe NAG's | knocking, presentations, community events eg. Rescue, Estate Clean Ups. | |
| <u>Input or support required</u> Community Groups NAG's Globe Groups Campaign Groups Re3? WRAP/Recycle Now | Direct face to face liaison and co-ordination of services | Members Neighbourhood Officers Customer services, call centre staff. Waste Operations staff. |

5. Communicators

| Communicator | Objectives and Responsibilities |
|--|---|
| Lead Member for Neighbourhoods Head of Transport and Streetcare. Neighbourhoods Manager Senior Waste Minimisation & Recycling Officer | To implement the Waste Minimisation Strategy and the Neighbourhood Engagement Plan |
| Waste Minimisation & Recycling Officer Neighbourhood Officer Neighbourhood Support Officers | To promote Waste Minimisation and give practical advice to all residents and stakeholders Direct face to face communications with residents and stakeholders. Key service information. |
| Waste Operations Manger | To promote Waste Minimisation and give practical advice to all residents and stakeholders via direct face to face communications with residents and stakeholders. Communication of key service information, eg. What goes where, |

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| | storage, bin days etc. Communication of specific information to do with contamination, bulky waste, medical waste and commercial waste. |
| Waste Operatives | Face to face with residents and businesses |
| Transport, Streetcare and Neighbourhood Staff | To be aware that Waste Minimisation is a key aim of the Council and that they have a role to play in its effective promotion and communication. |

6. Methods of Communication

The means of communicating the Waste Minimisation Strategy have been split into 3 types in the following table:

1. Owned - these are fully under the control of the Council and will look to maximise the use of existing assets and media channels, the main one being the Council website.

2. Earned - through its influence and activities the Council can use certain communication methods that have been earned eg. Face to face liaison with Community Groups resulting in waste minimisation messages in Community newspapers and bulletins.

3. Paid - these are communication methods that are arranged on a commercial basis eg. Bus shelter advertising. Due to budget considerations these will be few in number unless considered essential.

| | |
|-------------------------------------|--|
| Owned | |
| Council Website | Continuous |
| Council Publications | To co-ordinate with set schedules |
| Roadshows | Targeted at specific audiences and at specific times to fit with campaigns and other events |
| Face to face communications | Continuous. On a daily basis. |
| Door Knocking | To co-ordinate with specific campaigns or targeted at specific audiences. |
| Leaflets, collection calendars | Continuous |
| Refuse freighter and vehicle decals | Changed 1 or 2 times a year, as appropriate. |
| Communal bin stickers & posters | Continuous |
| E mail - direct | Continuous |
| Council poster sites | Changed 2 or 3 times a year to co-ordinate with campaigns. |
| Love Clean Reading website and App | Continuous |

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| In Council buildings | Continuous, but changed as required. |
| Approaches to and inside the HMRC | Continuous if felt appropriate. |
| Via RE3 publications | To co-ordinate with re3 campaigns and communications cycle. |
| IRIS - RBC intranet | Continuous - Waste Minimisation Pod |
| Internal RBC communications | To co-ordinate with campaigns. |
| Social media - Twitter, Facebook, You Tube | Continuous and to co-ordinate with campaigns. |
| Meetings and events | Regular to fit with meetings schedules. |
| Press releases/launches | To co-ordinate with specific campaigns and at specific times. |
| | |
| Earned | |
| Community Newspapers | |
| School Websites and newsletters | |
| Partner organisations websites/social media/newsletters | |
| Broadcast media - TV and Radio interviews | Occasional as required. |
| | |
| Paid | |
| Local media eg. Chronicle and Evening Post. Bus shelters Bus adverts and decals. Radio advertising Till receipt backs Cinema Advertising Other paid for poster sites | Rarely if at all due to budget considerations. |

Multiple communication channels will be utilised to reinforce messages and provide ‘blanket coverage’ where appropriate.

7. How we will communicate.

1. All communications must be in plain language, clear, open, effective and allow two way dialogue.
2. We will use ‘Love Clean Reading’ as our clear and consistent campaign.
3. Target campaigns and messages on the most receptive groups in order to be cost effective.
4. Key initiatives will be supported with regular publicity involving multiple communication channels to provide continual motivational boosts to encourage participation. Broad brush publicity will be used where resources allow or it can be secured at no or low cost.

8. Evaluation

Measuring the success and progress of communications activity is an important function that allows for changes in both strategic and tactical direction, safeguards efficient use of financial and other resources, and provides information to inform future campaigns. It is, however, not a finite science, as many other factors will and do affect communications ‘success’.

Web traffic, media coverage, qualitative and quantitative feedback, board / forum feedback, newsletter evaluation, call / email statistics and social media analysis will all need to be undertaken regularly to understand what activities are working, what key messages are being successfully conveyed and what amendments are required.

| Objective | Outcome | Measurement Method | Target |
|---|--|---|---|
| 1. To increase recycling and re-use rates. | <p>Increased participation in household recycling collections.</p> <p>Increased use of HWRC and bring sites</p> <p>Increased business recycling</p> <p>More re-use</p> | <p>Amount of recycling collected through kerbside recycling collection.</p> <p>Amount of recycling deposited at HWRC and bring sites.</p> <p>Website analysis, monitoring the traffic to the site.</p> <p>Reduction in avoidable contacts.</p> <p>Twitter, Facebook and Yammer analysis and statistics.</p> <p>Number of media enquiries.</p> | <p>Increase recycling rate to 42% by 2017 and 50% by 2020</p> |
| 2. To minimise the amount of waste sent to landfill | <p>Reduction in the amount of food and garden waste in grey bins</p> <p>Reduction in the amount of waste sent to landfill</p> <p>Aim: increase business recycling</p> | <p>MRF output statistics</p> <p>Re3 returns.</p> <p>Weighbridge tickets from waste transfer station.</p> <p>Increased participation in garden waste service.</p> <p>Website analysis, monitoring the traffic to the site.</p> <p>Amount of commercial recycling collected.</p> | |
| 3. To increase understanding | <p>Increased awareness of the Love Clean Reading</p> | <p>Website analysis, monitoring the traffic</p> | |

| | | | |
|---|---|---|---|
| and engagement in waste & recycling for the local community and key stakeholders. | <p>campaign</p> <p>Increased awareness of recycling, re-use and waste reduction amongst school children.</p> | <p>to the site.</p> <p>Reduction in avoidable contacts</p> <p>Twitter, Facebook and Yammer analysis and statistics.</p> <p>Number of media enquiries.</p> <p>Number of links with schools and community groups established.</p> <p>Attendance at roadshows.</p> | |
| 4.To ensure effective, efficient value for money service delivery | <p>To reduce contamination of residual household waste through greater awareness of what can be recycled.</p> <p>To create greater awareness amongst customers of the cost of waste disposal and how they can help reduce this.</p> | <p>The number of website hits compared to call.</p> <p>Website analysis.</p> <p>Number of on-line media searches.</p> <p>Social media ranking.</p> <p>Increase in numbers attending events?</p> <p>Increase in recycling rates.</p> <p>Residual waste contamination rates.</p> <p>Increase in uptake of green waste, bulky waste and trade waste services.</p> <p>Increase in recycling rates.</p> <p>Reduction in the amount of packaging in the waste stream.</p> | <p>Increase the number of hits to the website for information and to transact.</p> <p>Increase no of bulky waste collections.</p> <p>Increase amount of material re-used.</p> |
| Opportunity to feedback | To establish public opinion of current practice and service quality and any improvements required. | <p>Feedback and word of mouth, direct with residents and stakeholders.</p> <p>Enquiries analysis, number of Flare enquiries.</p> <p>Recording and analysis</p> | |

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|--|--|--|--|
| | | of enquiries, noting type, source and motivator / origin | |
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9. Neighbourhood Engagement Action Plan Communications Activities

| Aim | Message | Target Audience | Activities |
|---|---|--|---|
| 1. Increase participation in household recycling collections. | <p>Awareness of what can be recycled and where.</p> <p>Awareness of what can be re-used and where.</p> <p>Awareness of the Council's waste minimisation incentive scheme.</p> | <p>Residents</p> <p>Students and recent movers</p> <p>On- line shoppers</p> <p>Flats/HMO's</p> | <p>Information on website</p> <p>Bin Stickers</p> <p>Direct text messages.</p> <p>Liaison with community groups and NAG's Roadshows.</p> <p>'How to get started' information.</p> <p>Information packs</p> <p>Liaise with student letting agents</p> <p>Estate agents, landlords and housing associations.</p> <p>Freshers fairs.</p> |
| 2. Increase use of HWRC and bring sites | Awareness of what can be re-used and where. | <p>Residents</p> <p>Students</p> | <p>Information on website</p> <p>Targeted campaigns to tie in with occasions such as moving house, Christmas etc.</p> <p>Targeted campaigns around end of</p> |

| | | | |
|---|---|--------------------------------|---|
| | | | term/year. |
| 3. Increase business recycling. | Awareness of what can be recycled and how. | SME's Retailers | Information on website Direct text messaging. |
| 4. Encourage more use of re-use websites such as Freegle. | Awareness of what can be re-used and where. | Residents Students SME's | Information on website Links to re-use websites Such as Freegle and charities. Targetted campaigns for students at the end of year. Poster sites Direct messages by text. Earned: Liaison Community Groups and NAGs. Face to face with residents and businesses. Liaise with student letting agents, estate agents, landlords about re-use opportunities eg. Furniture. Adverts in local press at |

| | | | |
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| | | | key times. Paid: Poster sites - bus shelter advertising. Promote re-use schemes and organisations on the website and through other media. |
| Reduce the amount of food waste in grey bins | Awareness of the Love Food Hate Waste campaign. Awareness of home composters and green cone food digesters. Awareness of the 'reduce' message so you do not create the waste in the first place. | All Residents | RBC owned: Information on council. |
| Aim: Increase awareness of not producing waste in the first place | | All Residents and Businesses | |
| Aim: Increase the awareness of the Love Clean Reading campaign. | Embed Love Clean Reading as the recognised campaign for waste minimisation and environmental maintenance. | All Residents and Businesses | Ensure campaign is used across relevant publicity. |

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| | | | |
| Aim: To reduce contamination of residual household waste through greater awareness of what can be recycled. | Greater awareness of the effects of contamination on value for money. | Residents Families with children Students Businesses Waste Operations Crews and Officers | Information on website Roadshows. Direct supervision on site. Team meetings. |
| Aim: Greater awareness amongst customers of the cost of waste disposal and how they can help reduce this. | Cost comparison of waste collection and disposal and other Council services | Residents Businesses | Information on website A-Z guide to waste minimisation. General campaign to show what savings could equate to in terms of other Council services. |

**READING BOROUGH COUNCIL
WASTE MINIMISATION STRATEGY
2015 - 2020.**

Appendix 1: Glossary of Terms.

| | |
|-------------------------------------|---|
| Biodegradable Municipal Waste (BMW) | Waste which is able to decompose through the action of bacteria or other microbes. This includes material such as paper, food waste and green garden waste. |
| Bring Banks | These are local collection units for recyclables Eg. Glass, paper and plastics. |
| Carbon Footprint | This is a measure of the level of greenhouse gas emissions (eg. Carbon Dioxide and Methane) which is produced through certain activity, construction or operation. |
| Composting | The degradation of organic wastes in the presence of oxygen to produce fertiliser or soil conditioner. |
| EU Directive | A European Union legal instruction, binding all Member States but it must be implemented through national legislation within a prescribed timescale. |
| DCLG | Department for Communities and Local Government. |
| Energy from Waste (EfW) | Central processing facilities, primarily by incineration producing energy from waste. Energy can be used to create power heat or combined heat and power. |
| Green Waste | Organic waste such as grass cuttings, tree cuttings and leaves which arise from gardens and parks. |

| | |
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| Household Waste | Household waste includes all mixed waste that is collected from households, materials taken to bring banks, CA sites and the Household Waste Recycling Centre or collected at the doorstep or kerbside for recycling and composting, including litter. |
| Household Waste Recycling Centre (HWRC) | A site for local residents to dispose Centre (HWRC) of or recycle their household waste free of charge. Located at Smallmead in Reading. |
| Mixed Dry Recyclables (MDR) | Waste which is free from contaminants such as construction, food and garden waste. |
| Materials Recycling Facility (MRF) | A facility designed to process source separated/co-mingled dry recyclables |
| Municipal Solid Waste (MSW) | Includes household waste and other wastes collected by a waste authority or its contractors. |
| Neighbourhood Action Group (NAG) | A community liaison and networking group Dedicated to a geographical area or neighbourhood. |
| NO - Neighbourhood Officer | A member of the Neighbourhood Team who has responsibility for all aspects of environmental maintenance in a geographical patch of Reading. |
| On the Go sites | Small capacity dual recycling and litter bins in public areas eg. Town centres. |
| Private Finance Initiative (PFI) | A government or public authority initiative to acquire private financing for public safety infrastructure. |
| Re3 | re3 Ltd is the waste management partnership between FCC Environment (UK), Reading, Bracknell-Forest and Wokingham Borough Councils which was formed in 2008. |
| Test of Environmental, Economic and Practicality of Separate Waste Collection - TEEP | Tests applied to a waste collection authorities' method of collection of metals, paper, plastics and glass to determine whether they must be collected separately or can be co-mingled. |
| Waste Collection Authority (WCA) | A local authority responsible for the collection of household waste in its area. |

| | |
|---|---|
| Waste Transfer Station | A waste management facility to which waste is delivered for separation or bulking up before being removed for recovery or disposal. |
| WEEE | Waste Electrical and Electronic Equipment, the subject of an EU directive. |
| Waste Minimisation and Recycling Officer (WMRO) | A member of the Neighbourhood Team whose primary duty is to promote the Reduce, Re-use Recycle and Compost message. |
| Waste & Resources Action Programme (WRAP) | WRAP works in partnership to encourage and enable businesses and consumers to be more efficient in their use of materials and recycle more things more often. |
| Waste Recycling Group (WRG) | The private sector group contracted to dispose of the waste produced in the re3 area. |
| Waste Officer (WO) | A member of the Neighbourhood Team who helps deliver the household and commercial waste collection service. |

READING BOROUGH COUNCIL WASTE MINIMISATION STRATEGY 2015 - 2020.

Appendix 2: Performance Summary.

1. Current Performance

Table 1 summarises the amount of waste disposed of by landfill, EfW, recycling and composting in Reading over the past 5 years as a percentage and as actual tonnage.

| | 2009/10 | | 2010/11 | | 2011/12 | | 2012/13 | | 2013/14 | |
|------------|---------|----|---------|----|---------|----|---------|----|---------|----|
| | Tonnes | % | Tonnes | % | Tonnes | % | Tonnes | % | Tonnes | % |
| Landfilled | 40,833 | 54 | 20243 | 28 | 16961 | 25 | 11786 | 21 | 17258 | 29 |
| EfW | 7187 | 13 | 18464 | 38 | 20349 | 38 | 20644 | 38 | 21331 | 36 |
| Recycled | 15530 | 24 | 15153 | 23 | 15999 | 25 | 15635 | 28 | 14217 | 24 |
| Composted | 6066 | 9 | 6411 | 11 | 6963 | 12 | 6813 | 13 | 6328 | 11 |

The table clearly shows the challenges we face in decreasing the amount of landfill and increasing the amount of waste which is recycled and composted. The Waste Minimisation Strategy will address these issues.

2. Successes and Improvements.

There are a number of areas in which Reading Borough Council currently performs well. It has a low recycling contamination rate, recovers a high percentage of waste (79.2%) and has gradually reduced the amount of waste sent to landfill and increased the amount of waste sent to EfW for energy recovery.

Some areas are in need of improvement however. We need to improve our recycling rate, address recycling contamination hot spots, reduce the amount of food waste in general waste and investigate new markets and means of maximising the return on our waste.

As in all Councils, Reading has to respond to the following year on year pressures:

Waste quantity continues to increase

Housing growth

Waste disposal (landfill) costs continue to increase

Recyclable products, such as food packaging, become significantly lighter in weight meaning you have to recycle greater quantities to maintain income.

A further reduction in recycling of items such as newspapers

Continued growth in housing without sufficient revenue budget provision to cover additional cost of waste

3. Performance Indicators

3.1 Current Performance Indicators.

Reading Borough Council measures its performance against a number of National and Local performance indicators.

| Performance Indicator | | |
|-----------------------|---|------------------|
| NI 191 | Residual household waste per household Defra DSO | Lower is better |
| NI 192 | Percentage of household waste sent for reuse, recycling and composting Defra DSO | Higher is better |
| NI 193 | Percentage of municipal waste land filled Defra DSO | Lower is better |
| L 13 | Percentage of the total tonnage of household waste arisings that have been used to recover heat, power & other energy sources | Higher is better |
| L14 | Total tonnage of household waste arisings that have been used to recover heat, power & other energy sources | Higher is better |
| L16 | Cost of household waste collection per household. | Lower is better |
| L17 | Cost of waste disposal per tonne of municipal waste | Lower is better |

3.2 Current NI 191, 192 and 193 results for 2010 -2014

| | 2010/11 | 2011/12 | 2012/13 | 2013/14 |
|--|---------|---------|---------|---------|
| NI 192 Residual Waste Per Household (kg) | 618.96 | 599.54 | 596.52 | 576.65 |
| NI 192 Percentage of Household Waste for Reuse, Recycling & Composting | 34.95 | 36.78 | 36.09 | 34.48 |
| NI 193 Percentage of Municipal Waste Landfilled | 28.68 | 23.91 | 24.65 | 24.14 |

2.2 Proposed new Performance Indicators.

In order to further improve service delivery and the efficiency of the waste collection service the following additional Performance Indicators will be introduced in 2015.

Missed bin collections (waste, recycling, green waste).

Targeted response time for missed bins, bin delivery and bulky waste collection.

Targeted response time for fly tipping.

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APPENDIX 3: Location of Recycling Bring Bins

| Area | Location | Street | Glass | Textiles | Books | Drink Cartons | Shoes | Batteries | Alu Foil |
|--------------------------------|------------------------------|-----------------------|-------|----------|-------|------------------|-------|-----------|-------------|
| Caversham | Hills Meadow | George Street | Y | Y | N | N | N | N | Y |
| Caversham | Post Office | Hemdean Road | N | Y | N | N | N | N | N |
| Caversham | Prince of Wales PH | Prospect Street | N | Y | N | N | N | N | N |
| Caversham | Post Office, Shopping Parade | Henley Road | N | Y | N | N | N | N | N |
| Caversham | Milestone Centre | Milestone Way | Y | Y | N | Y | Y | N | Y |
| Caversham | In Shopping Precinct | Farnham Drive | Y | Y | N | N | N | N | N |
| Caversham | The Car Park | St Martin's Precinct | Y | N | N | N | N | N | N |
| Caversham | Amersham Road Y&C Centre | Amersham Road | N | N | N | N | N | Y | N |
| Caversham / Central Reading | Rivermead | Richfield Avenue | Y | Y | N | Y | Y | Y | Y |
| Caversham / Central Reading | Thames side Promenade | Richfield Avenue | Y | Y | N | N | N | N | N |
| Central Reading | Central Swimming Pool | Battle Street | Y | Y | N | N | Y | Y | N |
| Central Reading | Near road closure | Great Knolly's Street | Y | N | N | N | N | N | N |
| Central Reading | Fairview Centre | George Street | Y | N | N | N | N | N | N |
| Central Reading | Near junction with Baker St | Howard Street | Y | Y | N | N | N | N | N |
| Central Reading | Civic Centre | Hosier Street | Y | Y | N | N | Y | Y | Y |

| | | | | | | | | | |
|-----------------|------------------------------------|-----------------------|---|---|---|---|---|---|---|
| Central Reading | Central Library | Kings Road | N | N | N | N | N | Y | N |
| Central Reading | Homebase | Forbury Road | Y | N | N | N | Y | Y | N |
| Central Reading | Tesco | Napier Road | Y | Y | Y | N | Y | Y | N |
| Central Reading | Sidmouth Street | Near Canal | Y | Y | N | N | N | N | N |
| East Reading | Near Fruit Bat | Erleigh Road | Y | N | N | N | N | N | N |
| East Reading | Near Junction Road | Erleigh Road | Y | N | N | N | N | N | N |
| East Reading | Opp Green at Canal Way | Orts Road | Y | Y | N | N | N | N | N |
| East Reading | Palmer Park Sports Stadium | Wokingham Road | Y | Y | Y | Y | N | Y | Y |
| East Reading | Shinfield Road End | Pepper Lane | Y | N | N | N | N | N | N |
| Coley | Near Pennyroyal Court | Berkeley Avenue | Y | Y | N | N | N | N | N |
| Coley | Coley Park Community Centre | Wensley Road | Y | Y | N | N | N | Y | N |
| Emmer Green | Highdown School | Surley Row | Y | Y | N | N | N | N | N |
| Emmer Green | Reading Golf Club | Kidmore End Road | Y | N | N | N | N | N | N |
| Emmer Green | Near Tesco Local | Buckingham Drive | Y | Y | N | N | N | N | N |
| Emmer Green | Emmer Green Y&C Centre | Grove Road | N | N | N | N | N | Y | N |
| Oxford Road | Kensington Road Sports Ground | Off Oxford Road | Y | Y | N | N | N | N | N |
| Oxford Road | Tesco | Off Portman Road | Y | Y | N | N | Y | Y | N |
| Oxford Road | Tilehurst Station | Oxford Road | Y | Y | N | N | Y | N | N |
| Oxford Road | Waitrose | Oxford Road | Y | Y | N | N | N | Y | Y |
| Southcote | Coronation Square | Southcote Lane | Y | Y | N | N | N | N | N |
| Southcote | Southcote Advice Shop | Coronation Square | N | N | N | N | N | Y | N |
| Southcote | Southcote Library | Coronation Square | N | N | N | N | N | Y | N |
| Southcote | Prospect Park | Off Liebenrood Road | Y | Y | N | N | N | N | N |
| Southcote | Beefeater PH Car Park | Southcote Lane | Y | N | N | N | N | N | Y |
| Southcote | George & the Dragon PH | Bath Road | Y | Y | N | N | N | N | N |
| Southcote | Grange United Reformed Church | Circuit Lane | N | Y | N | N | N | N | N |
| South Reading | Cintra Park Car Park | Northumberland Avenue | Y | N | N | N | N | N | N |
| South Reading | Beside Recreation Ground | Long Barn Lane | Y | N | N | N | N | N | N |
| South Reading | Household Waste Recycling Centre | Island Road | Y | Y | Y | Y | Y | Y | Y |
| South Reading | Mount Street | Whitley Street | Y | Y | N | N | N | N | N |
| South Reading | Waterloo Meadows Children's Centre | Elgar Road North | Y | Y | N | N | N | N | N |

| | | | | | | | | | |
|---------------|------------------------------------|------------------------------|---|---|---|---|---|---|---|
| South Reading | In Car Park | Tippett Rise | Y | N | N | N | N | N | N |
| South Reading | Maidens PH | Shinfield Road | Y | Y | N | N | N | N | N |
| Tilehurst | By Bus Turning Circle | Kentwood Hill | Y | Y | N | N | N | N | N |
| Tilehurst | Spey Road | Nr Lyon Square | Y | Y | N | N | N | N | N |
| Tilehurst | Lyon Square Advice Shop | Lyon Square | N | N | N | N | N | Y | N |
| Tilehurst | The Victoria PH | Norcot Road | N | Y | N | N | N | N | N |
| Tilehurst | Meadway Precinct | Honey End Lane | Y | Y | Y | N | Y | N | Y |
| Tilehurst | In Car Park | Harvaston Parade | Y | N | N | N | N | N | N |
| Tilehurst | Meadway Recreation Ground Car Park | Church End Lane | Y | Y | N | N | N | N | N |
| Tilehurst | Meadway Sports Centre | Conwy Close | N | N | N | N | N | Y | N |
| Tilehurst | Tilehurst Library | School Road | N | N | N | N | N | Y | N |
| Tilehurst | Recreation Road Car Park | Recreation Road | Y | Y | N | Y | N | N | Y |
| Tilehurst | By Blaggrave Rec Grd | Gratwicke Road | Y | N | N | N | N | N | N |
| Tilehurst | Scours Lane | Scours Lane | Y | Y | N | N | N | N | N |
| Whitley | Academy Sport | Northumberland Avenue | Y | Y | N | N | N | Y | Y |
| Whitley | Blagdon Road | Blagdon Road | Y | Y | N | N | N | N | N |
| Whitley | Hexham Road Estate | Hexham Road | Y | Y | N | N | N | N | N |
| Whitley | Hexham Road Community Centre | Bamburgh Close | N | N | N | N | N | Y | N |
| Whitley | Morrisons | Basingstoke Road | Y | Y | Y | N | Y | Y | Y |
| Whitley | South Reading Y&C Centre | Northumberland Avenue | N | N | N | N | N | Y | N |
| Whitley | Whitley Advice Shop | Northumberland Avenue | Y | Y | N | N | N | Y | N |
| Whitley | On Large Green | Swallowfield Drive | Y | Y | N | N | N | N | N |
| Whitley | Whitley Wood Road | Whitley Wood Lane Roundabout | Y | Y | N | N | N | N | N |
| Whitley | Whitley Wood Recreation Ground | Basingstoke Road | Y | Y | N | N | N | N | N |
| East Reading | End of Road | Kennet Walk | Y | N | N | N | N | N | N |
| Caversham | Co-op car park | Star Road | Y | Y | N | N | N | N | N |
| Coley | Coley Park Flats (High Rise) | Wensley Road | Y | Y | N | N | N | N | N |

READING BOROUGH COUNCIL WASTE MINIMISATION STRATEGY 2015 - 2020.

APPENDIX 4: Legislation

5. LEGISLATIVE CONTEXT

1. Introduction

This section reviews key current and forthcoming legislation and regulations to ensure that Reading Borough Council's statutory obligations are fully understood and addressed and to ensure that impending regulatory changes are also taken into consideration in the development of the Waste Minimisation Strategy document. This section does not cover all waste management regulations but highlights the key pieces of legislation that may impact on the development and implementation of the waste management strategy. This section should be kept under regular review as the details within this document are subject to change in line with any regulatory change that may occur.

Most UK legislation is now a result of European Directives and therefore future changes can be tracked by looking at proposed EU Directives and monitoring developments at an EU level.

2. The Legislation

Environmental Protection Act (EPA) 1990

www.opsi.gov.uk/acts/acts1990/Ukpga_19900043_en_1.htm

The EPA 1990 sets out a wide range of environmental legislation and is the primary Act that controls the management of waste. Part II of the Act deals with waste management, in particular the key duties and powers of local authorities are set out in:

Section 33 - makes it an offence to treat, keep or dispose of controlled waste without a waste management licence.

Section 34 - relates to a statutory Duty of Care for all those who handle and produce waste to ensure that it is managed, recovered and disposed of safely and in accordance with the Duty of Care Regulations (1991).

Section 35-44 - details specific requirements in relation to the Waste Management Licensing system for waste treatment and disposal facilities.

Sections 45-61 - relates to the responsibilities of WCAs and WDAs.

Controlled Waste Regulations 1992

www.opsi.gov.uk/si/si1992/Uksi_19920588_en_1.htm

The Controlled Waste Regulations describe the type and nature of waste and how Local Authorities may approach the collection of it in terms of charging. In four Schedules it describes Household Waste, Household Waste which may be collected for a charge, Industrial Waste and Commercial Waste.

Environmental Protection (Duty of Care) Regulations 1991 (SI 2839) (England and Wales & Scotland) (as amended 2003)

www.opsi.gov.uk/SI/si1991/Uksi_19912839_en_1.htm

There is a duty of care in respect of waste, placing responsibility for that waste on any person who produces imports, carries, keeps, treats or disposes of controlled waste, or as a broker who has control of such waste. This includes WCAs, WDAs and Unitary Authorities (UAs). The duty of care is designed to be an essentially self-regulating system that is based on good business practice. It places a duty on anyone who in any way has a responsibility for controlled waste to ensure that it is managed properly and recovered or disposed of safely.

These regulations establish a mandatory system of transfer notes, which must be completed and retained when waste is transferred.

The re3 partners endeavour to give due regard to the Duty of Care regulations in all waste activities undertaken.

Landfill Tax Regulations 1996

www.opsi.gov.uk/si/si1996/Uksi_19961527_en_1.htm

The Landfill Tax came into effect on the 1 October 1996. It is a specifically targeted levy on the disposal of waste to landfill, introduced by the government to prompt change in UK waste management. The main Objectives of the tax are:

To ensure that the cost of landfill properly reflects its environmental impact, and to help ensure that UK national policy targets for more sustainable waste management are achieved.

There are two rates of landfill tax:

A lower rate (currently of £2/tonne) for specified inactive or inert wastes. These are wastes which do not give off methane or other gases after disposal and that do not have a potential to pollute groundwater; and

A standard rate (currently of £24/tonne for 2007/08) is applied to all other wastes. In the March 2007 budget the Government announced that 'from April 2008 and until at least 2010/11, the standard rate of landfill tax will increase by £8 per tonne each year'.

All waste disposed to landfill by re3 authorities is subject to the landfill tax charges set out above.

Producer Responsibility Obligations (Packaging Waste) Regulations 1997
www.opsi.gov.uk/si/si1997/19970648.htm

The main aim of these Regulations is to increase reuse of packaging where possible, increase the recovery and recycling of packaging waste in the UK and implement the recovery and recycling targets in the EC Directive on Packaging and Packaging Waste 94/62/EC. The Regulations came into effect in March 1997 and are enforced by the Environment Agency for England and Wales.

The Regulations give substance to 'Producer Responsibility' which is an extension of the polluter pays principle, and is aimed at ensuring that businesses take responsibility for the products they have placed on the market once those products have reached the end of their life. The Packaging Waste Regulations directly affect most UK companies or groups of companies who have a turnover exceeding £2million and who handle more than 50 tonnes of packaging. These companies must either register with the relevant agency or join a compliance scheme.

Once a company has registered or joined a compliance scheme they must recycle or reuse the required percentage of their packaging and provide evidence of compliance to the appropriate authority. Businesses whose main activity is "selling" must also carry out consumer information obligations. In turn the Environment Agency is required to carry out and publish details of the monitoring they have carried out on companies that come under the scheme on a yearly basis. The regulator is also responsible for non-registration/"freeloader" monitoring which is carried out to detect those companies who may be obligated under the regulations but have not registered.

The Packaging Waste Regulations do not place a direct responsibility on local authorities to recycle packaging waste. This responsibility lies with those in the packaging supply chain. However, as the targets imposed on business to recycle packaging waste increase, there are likely to be more opportunities for local authorities to work with business to ensure that the amount of packaging waste being recycled increases. Some authorities receive financial support from obligated packaging producers and further funding opportunities may emerge in the future.

Waste Minimisation Act 1998 www.opsi.gov.uk/acts/acts1998/19980044.htm

The Waste Minimisation Act 1998 enables local authorities throughout the UK (except Northern Ireland) to take steps to minimise the generation of household, commercial or industrial waste. The Act was initiated in 1998 by the Women's Environmental Network. It gives recognition to the fact that local authorities are not just WCAs and WDAs, but have duties to promote waste minimisation.

The Act allows a local authority to "do or arrange for the doing of, anything which in its opinion is necessary or expedient for the purpose of minimising

the quantities of controlled waste, or controlled waste of any description, generated in its area".

The Act does not place any obligation on authorities to carry out such initiatives or set targets, nor does it allow councils to impose any requirements on businesses or householders in their area. The Act does not actually mean that local authorities have to do anything about waste minimisation but allows either the WDA or WCA to provide funding for waste reduction activity.

Local Government Act 1999 - Best Value

The 'best value' regime was introduced under the Local Government Act 1999 and became compulsory for all authorities from April 2000.

The Act obliges local authorities to secure continuous improvement in the way that they exercise all their functions "having regard to a combination of economy, efficiency and effectiveness".

Following the introduction of the 'best value' regime, a set of Best Value Performance Indicators (BVPIs) was devised in 2000/01. Current BVPIs for waste management include the key indicators of total waste arisings, waste disposal, composting and recycling.

The following performance indicators are a selection of the ones that authorities must report against:

- _ The percentage of total tonnage of household waste recycled (BV82a);
- _ The percentage of total tonnage of household waste composted (BV82b);
- _ The percentage of total tonnage of household waste used to recover heat, power and other energy sources (BV82c);
- _ The percentage of total tonnage of household waste landfilled (BV82d);
- _ Kg of household waste collected per head (BV84);
- _ Percentage of residents served by kerbside recycling (BV 91);
- _ Cost of waste collection per household (BV96); and
- _ Cost of waste disposal per tonne of municipal waste (BV87).

The targets for recycling and composting under the BVPIs have been reviewed at a national level. This resulted in the new National Indicators for Local Authorities and Local Authority Partnerships being implemented from April 2008. These indicators are better suited to report those recommended targets for recycling and landfill avoidance which were suggested in the Waste Strategy 2007. The waste related indicators which are required from each authority are:

- _ NI 191: Residual household waste per household
- _ NI 192: Household waste reused, recycled and composted; and
- _ NI 193: Municipal Waste landfilled.

Ozone Depleting Substances Regulations No 2037/2000

www.opsi.gov.uk/SI/si2006/20061510.htm

European Council Regulation No 2037/2000 on substances that deplete the ozone layer, which came into effect in October 2001, requires Member States to remove ozone depleting substances (ODS) (including CFCs and HCFCs) from refrigeration equipment prior to disposal. This recovery is in addition to the 'degassing' of cooling circuits that local authorities had carried out for some time.

This requirement came into force immediately for industrial and commercial appliances and applied to domestic appliances from 1 January 2002. The introduction of these regulations resulted in the development of treatment capacity to remove ODS from refrigeration equipment and it is considered unlikely that this treatment capacity will expand significantly in the future. Local authorities are responsible for the collection and handling of items such as fridges and freezers at household recycling centres and in bulky waste collection rounds, therefore they must ensure that any items collected that contain ODS are sent for degassing and appropriate treatment.

Landfill Directive 91/31/EC and Landfill (England and Wales) Regulations 2002 The Landfill Directive represents a step change in the way waste is managed in UK and will help drive waste up the hierarchy through waste minimisation and increased levels of recycling and recovery.

The Directive's overall aim is "to prevent or reduce as far as possible negative effects on the environment, in particular the pollution of surface water, groundwater, soil and air, and on the global environment, including the greenhouse effect, as well as any resulting risk to human health, from the landfilling of waste, during the whole life cycle of the landfill". The Directive has provisions covering location of landfills, and technical and engineering requirements for aspects such as water control and leachate management, protection of soil and water and methane emissions control. The key objective of the Landfill Directive is to improve waste management practices with regard to landfill disposal.

The key provisions in the Directive are summarised below:

Prohibition of the co-disposal of hazardous and non-hazardous waste in the same landfill site;

Categorisation of landfill sites by whether they accept 'inert', 'non-hazardous' or 'hazardous' wastes only;

Requirement to reduce the quantity of biodegradable waste sent to landfill;

Ban on landfilling of tyres, liquids, certain hazardous wastes (including flammable, corrosive, explosive, oxidising) and infectious wastes; and

Requirement for pre-treatment of landfilled waste.

The major impact in terms of municipal waste management is the requirement to reduce the quantities of BMW to landfill by the following targets (using the UK derogation timetable):-

Reduction in tonnage of BMW to landfill by 25% on 1995 levels by 2010

Reduction in tonnage of BMW to landfill by 50% on 1995 levels by 2013

Reduction in tonnage of BMW to landfill by 65% on 1995 levels by 2020

The targets are made more challenging by an annual increase in MSW arisings in the UK, year on year, from 1995-2002/3.

The technical landfill requirements of the Directive are implemented in England and Wales through the Landfill (England and Wales) Regulations 2002 (SI 1559). The regulations set Waste Acceptance Criteria (WAC) in order to determine the properties of a waste which are acceptable for landfilling. The criteria are set for inert, hazardous and non-hazardous wastes. In order to fulfil the WAC, a waste must demonstrate that it does not contain substances which leach from the waste in breach of the leaching limit values. If the waste does breach the thresholds, it will require treatment prior to landfilling.

The type of waste treatment required will depend on whether the waste is considered to be inert, hazardous or non-hazardous. Inert waste does not require pre-treatment. According to EA guidance treatment includes physical, thermal, chemical or biological processes. Source segregation of materials also counts as physical treatment. Separation of materials from the household waste stream for recycling activity therefore counts as pre-treatment prior to landfilling. Compaction or baling of material does not. Other forms of treatment and disposal will be required for waste types which are banned from landfilling and it is likely that the costs of disposal and treatment will increase, as will the requirement for treatment capacity.

Waste & Emissions Trading Act 2003

www.opsi.gov.uk/acts/acts2003/20030033.htm

In order for the UK to meet its national targets for the diversion of BMW from landfill as set out in the Landfill Directive, the Government has set targets for each WDA. Through the Waste and Emissions Trading Act (WET Act), each WDA has been allocated a maximum allowance of BMW that it is permitted to dispose of to landfill in each year between 2005 and 2020. Failure to achieve these targets either through increased diversion from landfill, landfilling within the allowance limit through trading (and some banking/borrowing) mechanisms will lead to punitive financial penalties. The rate of financial penalty is currently set at £150 per tonne for each tonne of BMW landfilled above the LATS target.

The quantity of BMW within municipal waste has been set at 68% in England. This figure is used to calculate the tonnages going to landfill, as determined through the Environment Agency mass balance approach.

re3 must therefore ensure that the partnership meets its LATS obligations or face a financial penalty.

Additional provisions of the WET Act include:

Section 31 amends the EPA 1990 to allow WDAs in England to give direction to a collection authority to include requirements about the separation of waste that is delivered to the waste disposal authority.

Section 32 places a duty on WCAs and WDAs in two tier areas in England to have a joint strategy for the management of municipal waste by April 2005. The strategy must be kept under review and authorities must have regard to any guidance given by the secretary of state. There are exemptions for certain high performing authorities and certain two tier authorities who have also met high performance standards in terms of recycling and diversion of waste from landfill.

Section 35 - repeals the requirement for waste collection authorities in England and Wales to prepare and publish a waste recycling plan in accordance with EPA Section 49.

Household Waste Recycling Act 2003

www.opsi.gov.uk/acts/acts2003/20030029.htm

The Household Waste Recycling Act (previously known as the Municipal Waste Recycling Bill) was a Private Members Bill introduced by Joan Ruddock MP. The Act makes provision regarding the collection, composting and recycling of household waste.

The Act requires English WCAs to collect from the kerbside at least two recyclable materials from households separate from residual waste by 2010. Councils with particular difficulties in meeting the demands of the legislation could be granted derogation. The provision of 'comparable' recycling facilities, such as a bring bank or civic amenity site within 100 metres of households, could satisfy the Act's requirements.

The key impact is the adherence to the first legislative requirement for local authorities to collect two streams of recyclable materials from the kerbside. It is anticipated that in many authorities this is already happening, however in areas where it is not, further action will be required or derogation sought whilst suitable infrastructure is developed.

All re3 authorities currently comply with this requirement to collect at least two recyclable materials from householders. This requirement is also now measured under the Best Value Performance Indicator BV91.

Clean Neighbourhoods and Environment Act 2005

www.opsi.gov.uk/acts/acts2005/20050016.htm

The Clean Neighbourhoods Act has introduced a number of provisions that give local authorities greater enforcement powers in relation to abandoned vehicles, illegal waste activities such as litter, fly-tipping and graffiti. Other powers introduced include the ability to issue fixed penalty notices for failure to use specialised containers and the requirement for local authorities to transfer a waste disposal function to a specially formed company has been removed.

The key enforcement powers extended to waste collection authorities include the following:

Abandoned Vehicles - local authorities have the power to remove an abandoned vehicle immediately and issue a fixed penalty notice of £200.
Litter - An £80 on-the-spot fine for littering can be levied. Cigarette butts and chewing gum are defined as litter. Dropping litter anywhere, including on private land, is now an offence. LAs can require local businesses to clear up the waste that they generate.

Graffiti/Fly-Posting - on-the-spot fines of £80 can be levied.
Waste - powers include fines of up to £100 for waste left out at the wrong time. Maximum penalty for fly-tipping increased to £50,000 or 5 years' imprisonment. Powers to order landowners to clear up fly-tipping if knowingly caused or permitted. Fines for business if they fail to produce duty of care documentation, fines of up to £300.

Recycling Credit Scheme

Changes to the recycling credit scheme were recently introduced via the Clean Neighbourhoods and Environment Act 2005 and the Recycling Environmental Protection (Waste Recycling Payments) (England) Regulations 2006.

The key elements of the regulations are that:

For the 06/07 financial year the value of disposal credits are capped at 05/06 levels and are based on the average cost of the most expensive form of disposal in each WCA area;

For subsequent financial years the disposal credits will continue to be capped at the levels above but averaged out across a WDA area to provide a single value credit for all WCAs in the area.

Any increases will be in line with inflation at 3%. Payments of recycling credits to third parties for recycling and reuse will be calculated on the same basis.

Within this the legislation has introduced a flexibility for WCAs and WDAs to agree alternative arrangements for the payment of credits and need not follow the regime above unless agreement cannot be reached.

This legislation intends to create a greater incentive for joint working between authorities and enable flexibility in the achievement of LATS obligations. It presents an opportunity for WCA/WDAs to work together.

End of Life Vehicles Regulations 2003 and End of Life Vehicles (Producer Responsibility) Regulations 2005 The End of Life Vehicles (ELV) Directive (2000/53/EC) is transposed into UK law through the End of Life Vehicles Regulations 2003 and End of Life Vehicles (Producer Responsibility) Regulations 2005. The Directive aims to reduce the amount of waste produced from ELVs and increase the recycling and recovery of any wastes that do arise.

The Directive sets out measures aimed at the prevention of waste from vehicles and, in addition, at the reuse, recycling and other forms of recovery of end-of-life vehicles and their components so as to reduce the

disposal of waste. It also requires the improvement in the environmental performance of all the economic operators involved in the life cycle of vehicles and especially the operators directly involved in the treatment of end-of-life vehicles.

Vehicle owners must be able to have their complete ELVs accepted by the new collection systems free of charge, even when they have a negative value, from 1 January 2007 at the latest (earlier in respect of vehicles put on the market on or after 1 July 2002). This has implications for the ELV recovery network which will need to have the capacity to accept, store and treat the ELVs. The legislation also contains targets for the recycling of certain materials from End of Life Vehicles.

The Regulations do not place a duty on local authorities to provide facilities for dealing with end-of-life vehicles; instead it will be producers who must provide these facilities, called Authorised Treatment Facilities (ATFs). Local authorities will be able to make use of these facilities for the disposal of abandoned vehicles that they collect. They must however, ensure that they send these vehicles to authorised treatment facilities.

Animal By-Products Regulations (ABPR) 2003, and updated in 2005
www.opsi.gov.uk/si/si2005/20052347.htm

The Animal By-Products Regulations (ABPR) came into force in England on 1 July 2003 and implements EU Regulation 1774/2002 and were updated in 2005.

The regulations impose restrictions on the handling and treatment of waste, particularly separately collected organic waste such as that collected from household kitchens, that contains or potentially contains animal by-products.

The ABPR divides animal by-products into three categories and sets rules for the collection, handling, transport and disposal of animal by-products which include catering waste, former foodstuffs and other animal waste, such as fallen stock.

Category 1 is the highest risk category - including carcasses and materials infected or suspected of being infected with diseases such as scrapie in sheep or BSE in cattle, the carcasses of zoo and pet animals, Specified Risk Material (SRM) and catering waste from means of international transport. Category 2 is also high-risk material, and includes diseased animals, animals that die on farms and which do not contain SRM at the point of disposal and animals which are not slaughtered for human consumption.

Category 3 is essentially material which is fit (but not intended) for human consumption and as such includes parts of slaughtered animals, blood, raw milk, fish caught in the open sea, and shells. Permitted disposal methods include treatment in a biogas or composting plant.

The most significant aspect that affects recycling and composting is that different controls are placed on composting processes depending on the types of waste being composted. The Regulations set out operating temperature and retention times for processes which are related to the waste types being treated.

Authorities who collect organic waste that contains food waste that contain animal by-products (meat) must treat waste through a two stage process, e.g. in-vessel or anaerobic digestion systems. Open windrow facilities are not suitable. Facilities must be operated in accordance with the Regulations.

Introduction of schemes to collect kitchen waste must consider the impact of these Regulations and ensure appropriate treatment facilities are in place.

Hazardous Waste Regulations 2005
www.opsi.gov.uk/SI/si2005/20050894.htm

In July 2005, new controls on Hazardous Waste came into force in England, Northern Ireland and Wales. The Regulations replace the previous Special Waste regime.

This change in UK legislation brought into force the revised European Waste Catalogue (EWC). The EWC has been combined with the Hazardous Waste List (HWL) to provide an extended list of wastes. The list indicates which wastes are classified as hazardous.

The key impacts of the regulations include the replacement of the term 'Special Waste' with 'Hazardous Waste', and the likelihood of increased hazardous waste arisings, given that more waste is classified as 'hazardous' than was classified as 'special'. Examples of 'new' hazardous wastes include fluorescent light tubes, televisions and dental amalgam.

Where any hazardous waste is collected from the municipal waste stream, in particular at household recycling centres, separate provision must be made for the storage and disposal of these items and waste notification procedures will apply.

Where an authority operates a separate collection of hazardous materials from households, the requirements of the hazardous waste regulations will apply to the transfer and storage of these items before final treatment or disposal.

Renewable Obligations Order 2002, (as amended 2006)
www.opsi.gov.uk/si/si2002/20020914.htm

The Renewables Obligations Order is the Government's main mechanism for supporting renewable energy. The Obligation is enforced by an Order (Statutory Instrument) made under the terms of the Utilities Act 2000. The

Order was introduced in April 2002 and sets out which forms of energy generation qualify for Renewable Obligation Certificates (ROCs). The Obligation requires suppliers to source an annually increasing percentage of their sales from renewables. For each megawatt hour of renewable energy generated, a tradable certificate called a Renewables Obligation Certificate (ROC) is issued.

Suppliers can meet their obligation by:

acquiring ROCs

paying a buy-out price of £30/megawatt hour

a combination of ROCs and paying a buy-out price.

When a supplier chooses to pay the buy-out price, the money they pay is put into the buy-out fund. At the end of the 12-month Obligation period, the buy-out fund is redistributed to ROC holders.

Anaerobic digestion and advanced thermal treatment qualify for ROCs under this scheme and recent revisions (2006) have incorporated waste recovery operations combusting over 90% biomass and Energy from Waste plants combusting waste with 'good quality' Combined Heat and Power (CHP) schemes into the scheme.

This works to increase the range of alternative treatment technologies that qualify for ROCs and should contribute to increasing the financial viability of these options if they are being considered by local authorities as part of long term waste strategy implementation.

RECENT LEGISLATION (to May 2007)

Agricultural Waste Regulations 2006

The Government has recently extended existing waste management controls to cover agriculture. These controls came into force in 2006 under The Waste Management (England and Wales) Regulations 2006, also known as the Agricultural Waste Regulations. These new regulations implement EU legislation, in particular the Waste Framework and Landfill Directives and to ensure that farming is under the same controls that have applied to other sectors for many years.

The changes will mean that farmers will no longer be able to burn or bury many types of waste on farms, instead they will have to:

Send or take their waste for disposal off-farm at licensed sites;

Register a licensing exemption with the Environment Agency to recycle waste on-farm; or Apply to the Environment Agency for a licence to continue on-farm disposal.

Therefore unregulated burying and burning of agricultural waste on farms will be prohibited. The use of manure, slurry and effluent on farms as a fertiliser as part of good agricultural practice, where not being discarded as waste, will continue to be permitted, subject to certain conditions. The main impact of these Regulations is likely to be on the non-natural waste streams from farms such as plastic and cardboard packaging materials, tyres, oils, metals.

A potential impact of these Regulations for local authorities is that some agricultural waste may end up being diverted into the municipal waste stream. For example farmers may request waste to be collected via trade collections or that additional waste enters the municipal waste stream through refuse collections from domestic properties or at civic amenity sites.

Waste Electrical & Electronic Equipment Directive 2002/96/EC
www.dti.gov.uk/innovation/sustainability/weee/page30269.html

In February 2003, the European Waste Electrical and Electronic Equipment (WEEE) Directive became European law and was due to be implemented by August 2004.

Collection, treatment and financing systems for WEEE must be in place by September 2005 and the first collection and treatment targets are to be attained by December 2006.

Key requirements of the WEEE Directive include:

A compulsory household collection by the end of 2006 - a target of 4 kg per household is set and a new target will be set in 2008;

A compulsory producer responsibility - this ensures that the producers finance the management of consumer electronic and electrical waste;

Financing - producers are able to use collective or individual financing schemes; Measures to decrease the disposal of WEEE by consumers as unsorted municipal waste by the Member States;

Treatment costs - the cost of treating historical waste to be shared proportionately between producers in the market when the costs arise;

Financial guarantees - made by producers (up front) to guard against costs arising from orphan WEEE.

The UK Regulations implementing the WEEE Directive were laid before Parliament on 12 December 2006 and entered into force on 2 January 2007. Non-Statutory Guidance was published on 28 February 2007.

The WEEE Regulations do not place a statutory duty on local authorities to collect WEEE products, as that duty rests with the product producers. However local authorities have an opportunity for collection sites, such as Recycling Centres to become Designated Collection Facilities (DCF). The CA sites at Smallmead, Reading and Longshot Lane, Bracknell have both been designated as DCFs from July 2007.

Proposed EU Directive on Batteries and Accumulators

This Directive applies to batteries containing lead, mercury or cadmium, and its primary focus is controlling the disposal of spent batteries and accumulators (energy storage devices) containing potentially dangerous materials.

The Directive requires Member States to ensure that appropriate systems are in place for consumers to return used batteries. The Directive will also

require the redesign of appliances to allow for the easy removal of spent batteries and ban the use of nickel/cadmium or NiCad batteries from 2008. It is envisaged that a Directive will be introduced to set targets for the collection and recovery of consumer batteries, most of which are disposed of via the household waste collections.

The financing of collection systems has not yet been established and it is likely that producers will be responsible. However there may be opportunities for local authorities to work with producers who wish to use any existing collection facilities that are in place.

EC Working Document on Biological Treatment of Biowaste

In 2001 the European Commission issued a second draft of the EU Directive on the Biological Treatment of Biological waste (known as the Biowaste Directive).

The Directive objectives are to promote the biological treatment of biodegradable waste (e.g. anaerobic digestion or composting) to help meet the Landfill Directive targets for the diversion of biodegradable waste from landfill.

The proposed Directive covers not only municipal waste (including household waste) but also biodegradable residues produced by industry, such as agricultural or food and drink wastes.

The draft Directive proposes that local authorities may be required to set up separate collections of biodegradable waste in order to maximise the scope for composting and anaerobic digestion. Urban areas with over 100,000 inhabitants would be required to set up such systems within three years of implementation.

Urban areas with over 2,000 inhabitants would have five years to do the same. In order to minimise the waste material left over following biological treatment of municipal waste i.e. contaminants, the draft Directive proposes that separate collections of materials such as packaging, metals and hazardous wastes are undertaken.

In addition, the draft Directive sets out standards for air emissions and leaching, during the treatment of 'biowaste'. Biowaste management is a cross-cutting environmental issue, which impinges upon sustainable resource use and is relevant to the EU Thematic Strategy on Soil Protection.

Amendments to the EC Waste Framework Directive 1975 (75/44/EEC)

The original European legislative framework document for waste management is the Waste Framework Directive (75/442/EEC). It requires national competent authorities to draw up waste management plans. Plans must encourage the prevention and recovery of waste and provide suitable infrastructure for recovery and disposal and the appropriate regulatory framework to protect the environment and public health. The Directive sets out basic requirements for waste management licensing control and planning. It also includes the definition of waste and associated waste management terms. This document has been extensively amended and a consolidated and updated version is currently under development,

following responses by EU member states that were submitted in February 2006.

The new version of the Directive is anticipated to include an updated interpretation of recycling and recovery and incorporate hazardous waste and other Directives within its scope. It is also intended to adopt a Life Cycle Approach within the framework.

READING BOROUGH COUNCIL WASTE MINIMISATION STRATEGY 2015 - 2020.

APPENDIX 5: Population and Demographics

CENSUS 2011 - Summary for Reading

Total Population - Reading

The 2011 Census estimates the population of Reading at 155,700. This a 9% increase on the 2001 census figure of 143,096 and a 2% bigger change than the one between 1991 and 2001 when there was 7.1% increase in the Reading population.

1. Population by Age

| Population | Reading 2011 | Reading 2001 | Reading % change 2001 - 2011 | Reading % change 1991-2002 |
|------------|--------------|--------------|------------------------------|----------------------------|
| All Ages | 155,700 | 144,400 | 8.8 | 7.1 |
| 0-14 | 28,500 | 25,100 | 13.5 | 0.8 |
| 15-19 | 9,800 | 9,000 | 8.8 | 3.4 |
| 20-29 | 29,700 | 29,700 | 0 | -3.6 |
| 30-59 | 63,500 | 57,300 | 10.8 | 23.0 |
| 60-74 | 15,500 | 14,300 | 8.3 | -7.7 |
| 75+ | 8,700 | 8,800 | -1.2 | 4.8 |

There have been significant increases in the 0-19 age groups, particularly the 0-14s. The 30-59 age group whilst increasing shows a slower rate of change than that over the previous 10 years. The 60-74 age group has increased by 8% compared to a decrease of 8% in 2001. There has been a slight decrease in the 75+ age group.

In broad terms Reading has a higher than England (and the South East) average of its population in the 0-4, 20-39 year age bands and lower than average in the 10-14 and 45+ age bands.

2. Households

The total Households is estimated at 62,900, an 8% increase since 2001.

3. Ethnicity

Reading's population has increased in ethnic diversity. 25.3% of the population is now currently 'non-white', a 12.1% increase since 2001. Within the 'white' classification, 'other white' has increased from 4.2% to 7.9%.

Reading continues to have the second highest proportion of non-white ethnic groups in the South East after Slough. There has been a shift in the diversity over the 10 year period with Black African becoming marginally the largest non - white group (4.9), followed closely by Pakistani (4.5%) and Indian (4.2%). Mixed, Other Asian and Black Caribbean are all represented above the national average.

| | Reading 1991 | Reading 2001 | Reading 2011 | England 2011 |
|----------------------------------|-----------------|-----------------|-----------------|-----------------|
| White British | 90.5% | 86.80% | 66.9% | 80.9% |
| Other White | | 4.2% | 7.9% | 4.6% |
| Mixed (new category for 2001) | -- | 2.4% | 3.9% | 2.2% |
| Indian | 1.4% | 1.7% | 4.2% | 2.6% |
| Pakistani | 2.2% | 2.7% | 4.5% | 2.1% |
| Other Asian | 0.7% | 0.8% | 3.9% | 2.3% |
| Black Caribbean | 2.7% | 2.2% | 2.1% | 1.1% |
| Black African | 0.6% | 1.6% | 4.9% | 1.8% |
| Black other | 0.8% | 0.4% | 0.7% | 0.5 |
| Chinese | 0.4% | 0.7% | 1% | 0.7% |
| Other ethnic group | 0.9% | 0.7% | 0.9% | 1.0% |

Source: Office for National Statistics, 2001 Census KS06. SASPAC Version 6. 2011 Table KS201EW

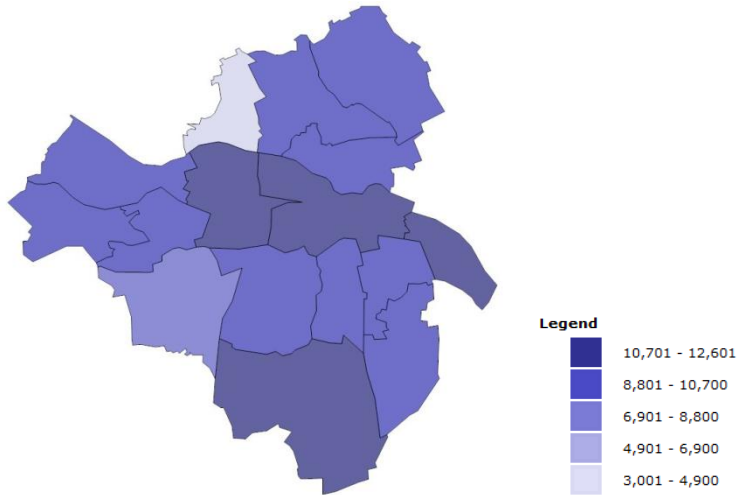
82.2% identify themselves as British wholly or partly compared with 91.6% nationally.

8.8% of households have no people in the household where English is a main language. This compares with 4.4% nationally.

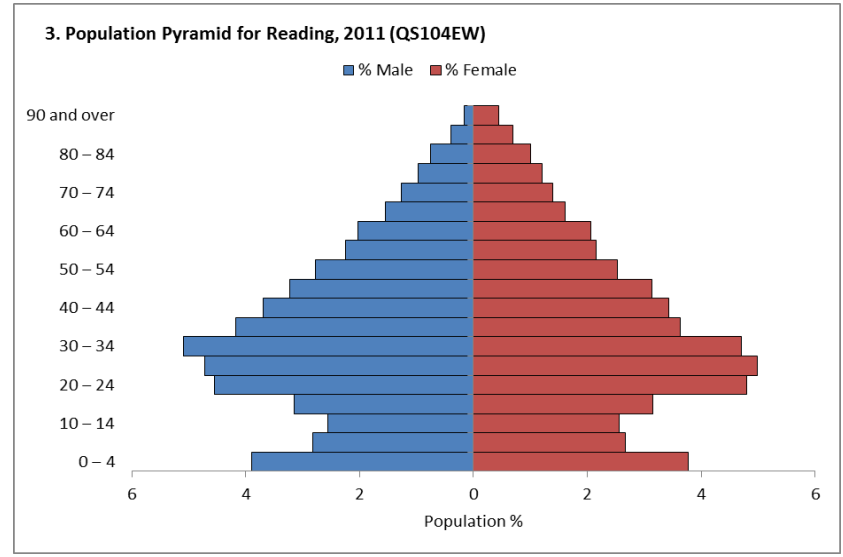
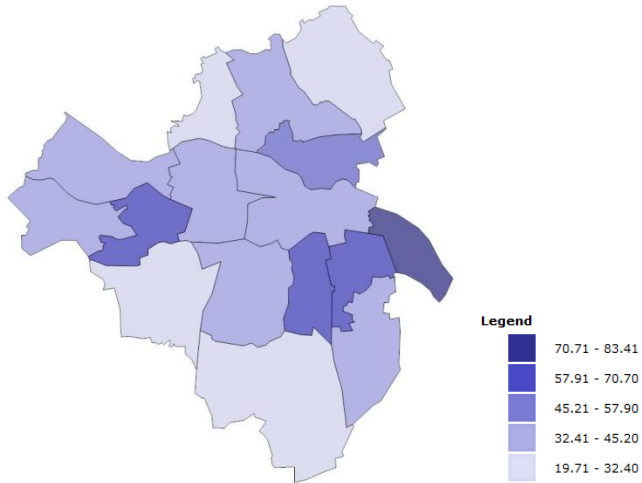
14.8% (9,256) of households contain multiple ethnic groups compared to 8.9% nationally.

Population Fact Sheet 2011 Census

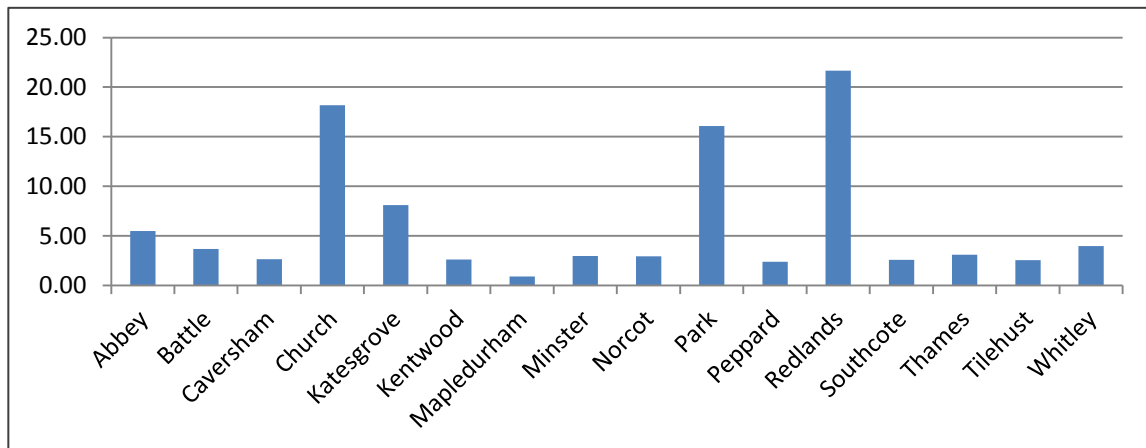
1. Overall number of people per ward.



2. Population density in people/hectare



4. Proportion of students per ward (QS603EW)



Source: ONS 2011 Census of Population. Crown Copyright

READING BOROUGH COUNCIL

REPORT BY DIRECTOR OF HOUSING, ENVIRONMENT AND NEIGHBOURHOOD SERVICES

| | | | |
|------------------|---|--------------|--|
| TO: | Housing, Neighbourhoods and Leisure Committee | | |
| DATE: | 18 March 2015 | AGENDA ITEM: | 12 |
| TITLE: | Neighbourhood Working Implementation | | |
| LEAD COUNCILLOR: | Cllr Liz Terry | PORTFOLIO: | Neighbourhoods |
| SERVICES: | Housing and Neighbourhoods/ Transportation and Streetcare | WARDS: | All |
| LEAD OFFICER: | Sarah Gee Mark Smith | TEL: | 0118 937 2973 |
| JOB TITLE: | Head of Housing and Neighbourhoods/ Interim Head of Streetcare | E-MAIL: | Sarah.Gee@reading.gov.uk Mark.Smith@reading.gov.uk |

1. PURPOSE OF REPORT AND EXECUTIVE SUMMARY

- 1.1 This report details the implementation of the Council's new neighbourhood working approach.
- 1.2 Nine area-based teams have been set up across Reading, responding to a range of neighbourhood issues including litter, graffiti, fly-tipping, grass cutting and maintenance of public spaces, crime and fear of crime, speeding, road safety and street drinking.
- 1.3 The Neighbourhood Teams are made up of a variety of existing streetcare, parks and open spaces, housing, anti-social behaviour and neighbourhood initiative officers. By working together in patch teams, they will be able to offer better customer service with increased flexibility, reducing duplication and costs, taking a 'one Council approach' with a strong resident-focused ethos and a commitment to getting it right first time.
- 1.4 Appendices:

Appendix 1 - Neighbourhood working area map.

2. RECOMMENDED ACTION

- 2.1 That members note the new approach and launch of neighbourhood working.

3. POLICY CONTEXT

- 3.1 The Council is committed to working with local communities and partner agencies to improve the quality of life in our neighbourhoods. Neighbourhoods need to meet the diverse needs of existing and future residents and to be safe, well run and attractive places in which people want to live and work. They need to be inclusive places where local people are empowered to shape, have a sense of ownership and pride, and where residents are able to contribute positively to the life of their neighbourhood.
- 3.2 In July 2014, Housing, Neighbourhoods and Leisure Committee endorsed 'Working Better with You in Neighbourhoods', which sets out the Council's vision for neighbourhoods, our approach to neighbourhood working and to working with local people to identify and tackle the issues that matter most to them in their local areas.
- 3.3 A number of key principles underpin the Council's approach including:
- To 'think neighbourhood', ensuring that we have a rounded understanding of the needs of local areas and how these impact on each other, and
 - That we take a strategic approach to meeting these needs, ensuring an integrated approach to delivering services across Council departments and other agencies - joining up services on the ground.
 - Working collaboratively with and empowering communities to make the changes they want in their neighbourhoods, to help them develop services and to support each other - to build local pride and neighbourhood involvement, to change behaviour and develop individual responsibility.
 - Targeting and coordinating resources effectively - with more resources focused on those areas of greater need. This includes ensuring that we join-up and have an overview of budgets - and particularly funding to improve local neighbourhood environments.
- 3.4 The Council acknowledges and accepts that there is no simple or agreed definition of a 'neighbourhood', and the local authority's approach recognises that definitions and boundaries will vary depending on context.
- 3.5 'Working Better with You in Neighbourhoods' committed to implementing neighbourhood working - creating new area or 'patch' based teams to bring together all of the elements of 'caring' for the streets within the same service. The aim was to offer better customer service with increased flexibility, reducing duplication and costs, taking a 'one Council approach' with a strong resident-focused ethos and a commitment to getting it right first time. Wider 'virtual teams' in each area would include designated Community Safety, Housing, and Neighbourhood Initiatives officer contacts.

4. THE PROPOSAL

Patch Based Working

- 4.1 The Council has reviewed the way we deliver services on a local area basis and, in particular, looking at how we can ensure a co-ordinated approach to maintaining the environment or 'public realm' including highways maintenance, street care and open spaces. We know that good quality, clean and attractive neighbourhoods can make a significant difference to quality of life and health and could be a major contributor to 'Narrowing the Gap'. A new approach to working has been trialled under the banner 'Love Clean Reading'. As noted above, clean streets and well-kept roads, footpaths and open spaces are a top priority for local people and the Council is committed to maintaining neighbourhood environments to a high standard and increasing the sense of civic pride which local people feel.
- 4.2 The Love Clean Reading initiative represented the first step in creating a highly integrated, neighbourhood-based public realm maintenance programme and the introduction of new technology will further improve the efficiency of public realm inspections, repairs and co-ordination.
- 4.3 Building on this success the Council is seeking to improve the co-ordination and delivery of services at a local level through a new structure which mainstreams and embeds this thinking and approach more widely.
- 4.4 A new team has brought together a number of functions so that all elements of 'caring' for the streets are within the same service. New area-based teams will ensure the effective co-ordination of services for local residents at a neighbourhood level. Each area or patch will have a designated Neighbourhood Officer covering inspections and liaison for all Council land (including Highways, Housing, Open Spaces and Parks). The Neighbourhood team will offer an integrated service response for residents about their local environment.
- 4.5 The Borough has been divided into 9 patch areas based on Electoral Ward boundaries (and current resources), recognising this is a pragmatic approach to locality working. This recognises in reality a best fit "cluster of neighbourhoods". Whilst geographically a much smaller area, the town centre has a designated team reflecting its unique needs and composition.

| Neighbourhood Working Areas |
|-----------------------------|
| Peppard/Caversham |
| Mapledurham/Thames |
| Tilehurst/Kentwood |
| Norcot/Southcote |
| Battle/Minster |
| Abbey/Central |
| Park/Abbey |
| Katesgrove/Redlands |
| Whitley/Church |

See Appendix 1 - map of neighbourhood areas.

- 4.6 Taking this approach further, each area will also have designated Community Safety, Housing and Neighbourhood Involvement Officer contacts as part of wider 'virtual' teams. In patches where there is a concentration of HMO's and private rented sector housing 'hot-spot' areas, a Housing Environmental Health Officer will form part of the virtual area team. The Thames Valley Police Area Commander is also keen to ensure strong connectivity with neighbourhood police officers, and Police colleagues are part of the overall management steering group developing our approach. Other service representatives may be brought into the virtual teams - as standing members or as needed.
- 4.7 This approach will offer better co-ordination, improved customer service and accountability. Core functions covered by the wider team will include:
- neighbourhood environmental inspections and co-ordination
 - scheduling of neighbourhood service delivery
 - parks and open spaces (maintenance)
 - refuse collection and recycling
 - anti-social behaviour and community safety
 - neighbourhood initiatives
- 4.8 These services together cover the concerns most commonly raised at neighbourhood level by local residents - such as anti-social behaviour; environmental nuisance (fly-tipping, litter, graffiti); grass cutting/weeds/maintenance of public spaces; speeding; cycle and road safety; crime and fear of crime (lighting issues, security); street drinking.
- 4.9 For councillors and residents, existing processes for reporting concerns and raising enquiries or complaints will continue to enable these to be efficiently and effectively allocated, progress monitored and responses quality assured. Residents will continue to raise any public realm issues/concerns through the contact centre, via the web or through the Love Clean Reading app.
- 4.10 The aim of neighbourhood working is that residents should experience:
- only having to report a problem once; the Council (and individual officers) will take shared ownership of problems - residents won't get 'bounced around'
 - one area-based virtual team in each patch will be working together to put things right, building up their knowledge of the local area and relationships with key local stakeholders
 - activity on the ground will be coordinated in a logical sequence - making best use of resources (litter picking, grass cutting and then sweeping as an example)
 - joined up communications and consultation with local residents

Implementation

- 4.11 Restructuring across Housing, Neighbourhood, Streetcare and Transportation Services has been completed, with common themes - introducing more generic roles and aligning staff with new neighbourhood patches. It is anticipated that staff multi-skilling and cross training will continue on into the future.

- 4.12 Work commenced in November with workshops to introduce staff and managers to the proposed new way of working, and a cross service management team have been planning for implementation, developing systems for new ways of working and training staff in their new roles. The virtual area teams will formally come together from March.
- 4.14 A Neighbourhood Working management team will meet at least monthly to oversee the implementation, development and coordination of neighbourhood working and the virtual patch teams. This will include relevant service heads, service managers, the Customer Hub manager, the Local Police Area commander or deputy commander and others as necessary.

5. CONTRIBUTION TO STRATEGIC AIMS

- 5.1 Developing a neighbourhood working approach which delivers a more customer focused and integrated service maintaining the public realm and managing key neighbourhood services contributes to the following service priorities in the Council's Corporate Plan for 2015-18:
- Keeping the town clean, safe, green and active
 - Remaining financially sustainable to deliver service priorities

6. COMMUNITY ENGAGEMENT AND INFORMATION

- 6.1 Our approach will continue to maximise opportunities for residents to get involved and will create greater scope for communities to tackle some issues for themselves. We want local people to feel real ownership of their local neighbourhood - and ownership of the solutions to meeting its needs. Our starting point is listening to local people about the services and issues that are important to them. Working together we can achieve more and are greater than the sum of our individual efforts - sometimes with very little resource but a lot of goodwill, energy and creativity we can achieve a great deal through partnership. While we have a dedicated team of Neighbourhood Initiatives Officers, all of our frontline staff need to share a commitment to this way of working.

7. EQUALITY IMPACT ASSESSMENT

- 7.1 An equality impact assessment is not relevant to this decision

8. LEGAL IMPLICATIONS

- 8.1 There are no legal implications of this proposal.

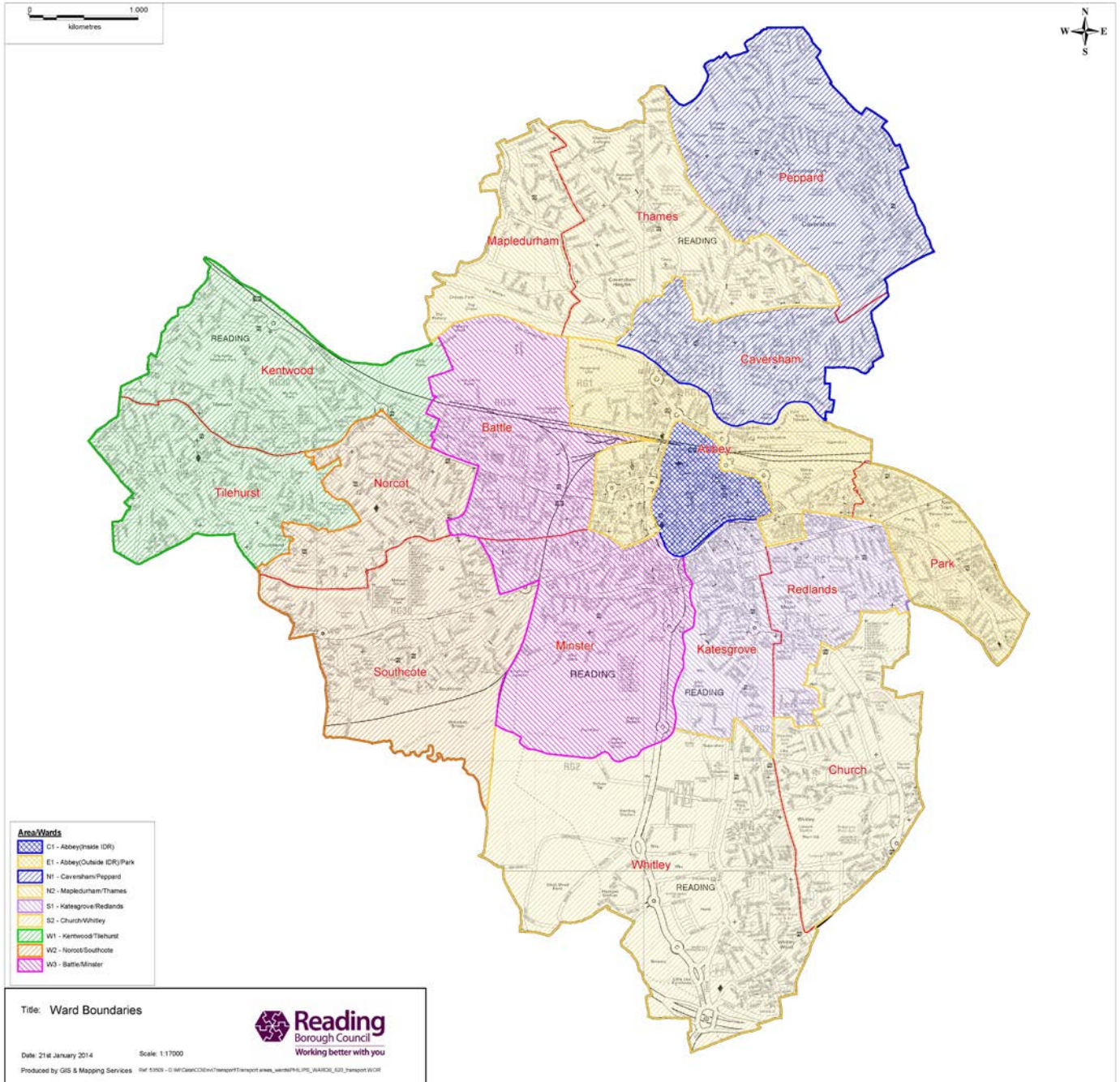
9. FINANCIAL IMPLICATIONS

- 9.1 The proposed approach to neighbourhood working will make most effective use of staff resources at a time of reduced funding, whilst improving customer service.

9.2 The approach supports close working with local communities and particularly deprived neighbourhoods, and therefore the early identification of issues and reduced upstream costs.

10. BACKGROUND PAPERS

10.1 Reading Borough Council's Statement 'Working Better with You in Neighbourhoods' 2014.



- Patch 1 - Mapledurham/Thames
- Patch 2 - Caversham/Peppard
- Patch 3 - Abbey/Park
- Patch 4 - Abbey/Central
- Patch 5 - Katesgrove/Redlands
- Patch 6 - Whitley/ Church
- Patch 7 - Battle/Minster
- Patch 8 - Norcot/Southcote
- Patch 9 - Tilehurst/Kentwood

Team Manager

Senior Neighbourhood Officer

READING BOROUGH COUNCIL

REPORT BY DIRECTOR OF ENVIRONMENT AND NEIGHBOURHOOD SERVICES

| | | | |
|---------------|---|--------------|--|
| TO: | HOUSING, NEIGHBOURHOODS & LEISURE COMMITTEE | | |
| DATE: | 18 MARCH 2015 | AGENDA ITEM: | 13 |
| TITLE: | 'READING WINTER ON ICE' - OVERVIEW | | |
| SERVICE: | ECONOMIC & CULTURAL DEVELOPMENT | WARDS: | ABBEY |
| LEAD OFFICER: | MARCUS HERMON | TEL: | 0118 937 3045 |
| JOB TITLE: | BUSINESS DEVELOPMENT MANAGER | E-MAIL: | marcus.hermon@reading.gov.uk |

1. PURPOSE AND SUMMARY OF REPORT

- 1.1 To provide an overview of the 'Reading Winter on Ice' event, hosted at the Forbury Gardens between the 9th December 2014 and the 4th January 2015.
- 1.2 To seek approval for officers to progress discussion with Billy Williams & Sons for the granting of a 3 year license to deliver the 'Reading Winter on Ice' Christmas event at the Forbury Gardens (2015-17).

2. RECOMMENDATION

- 2.1 That the Committee notes the overall success of the 'Reading Winter on Ice' event 2014, which was delivered at no cost to the Council.
- 2.2 That Committee approves the proposal for officers to negotiate terms for the granting of a 3 year license to Billy Williams & Sons for the delivery of 'Reading Winter on Ice' at the Forbury Gardens (2015 - 17) as set out in section 5 of this report.

3. POLICY CONTEXT

- 6.1 Establishing a successful events programme within the Forbury Gardens serves to significantly increase awareness of and visitor numbers to the historic Abbey Quarter which is an integral component of the current Abbey Quarter bid to the Heritage Lottery Fund.
- 3.1 Christmas activity within the Forbury Gardens is endorsed by and planned in direct consultation with the town centre Business Improvement District (BID)

that is managed by the Council's arms-length economic development company Reading UK CIC. The event when viewed collectively with the town's broader programme of Christmas activity, serves to promote Reading as a vibrant place to visit over the festive season, contributing to the towns economy.

4. PROPOSAL (BACKGROUND):

4.1 A number of towns/cities across the country have, over time, established successful festive attractions, including Christmas event activity and markets.

4.2 Whilst these might appear to be financially rewarding, the measure of success is not always financially focused, with many authorities subsidising and investing heavily in providing/establishing the activity in order to realise broader benefits, such as:

- Raising the profile of the town.
- Providing cultural/leisure activity for the town's residents
- Increasing tourism and benefits to the wider local economy.

All of these potential benefits were taken into account in seeking to develop proposals for delivering a new Christmas event in Reading at Forbury Gardens, whilst being cognisant of the need to protect the Council's financial position.

4.3 Officer research identified that many such events struggle to reach a financial break even point over the first three financial years. In planning and delivering activity in Reading officers sought to work with a third party organisation who had the relevant experience and were willing to fully fund the activity in the knowledge of identified risks and associated financial liabilities. This removed Reading's exposure to financial loss, with a profit share arrangement in place, should profit be achieved.

4.4 In planning for Christmas 2014 officers conducted a 'soft' market testing exercise to identify potentially appropriate operators and established dialogue with an event operator who had a proven track record of delivering a diverse range of activity and was capable of staging and financing an attraction of the required scale, including a centre piece ice rink.

4.5 The operator invested in excess of £170k in the delivery of the Reading Winter on Ice event in December 2014. Under the terms of the contract with the Council, in the event that a profit was generated, a proportion of this would be payable to the local authority. The Council would share no responsibility for any financial loss.

4.6 The 2014 event neared financially breaking even, incurring a small operating loss of £9.5k, taking into account all the costs incurred by the operator, including reinstatement of the site. This is a significant achievement for such an event in its first year of operation. The financial shortfall has been attributed entirely to increased fuel use resulting from the fact that it was unseasonably warm throughout the event, requiring greater energy than anticipated to ensure the ice remained frozen. Conversely there was a cold snap at the time the ice needed to be defrosted requiring increased energy to heat and thaw the rink. It should also be noted that equipment and

infrastructure purchased specifically for the event such as lighting and decorative materials, will be reused in subsequent years to reduce future operating costs.

- 4.7 Through consultation and collaborative working, the event was recognised by the Reading UK CIC team as adding value to the town over the Christmas period, enhancing the Business Improvement District's (BID's) Christmas offer and serving as a centre piece in their promotion of the town and attractions over the festive season.
- 4.8 The focal point of the event was the 360 sq m real ice rink which was accompanied by other activities including: themed amusement rides, festive chalets offering a range of seasonal foods, a bar operated by the Oxfordshire Brewery and a programme of musical performances from within the site's band stand.
- 4.9 The rink was ceremoniously opened by the Mayor of Reading, Cllr Tony Jones, Lead Councillor for Culture Sport & Consumer Services, Cllr Paul Gittings & Joey Essex of TOWIE fame. The opening event was, in part, sponsored by Heart FM and their presenters broadcast from the Gardens.
- 4.10 The opening event, on a rainy 9th December evening, was attended by in excess of 3,000 people. The hysteria surrounding the opening of the ice rink by Joey Essex (& Councillors) drew significant local press coverage as well as the attention of the Daily Mail.
- 4.11 Get Reading reported on the 22nd December 2014 that 'This year is the first year Reading has had an ice rink and it has certainly been a hit'. News of the ice rink was the 6th most read article on the Get Reading website for the whole of 2014.
- 4.12 Visitor numbers: Over the subsequent 27 days it is calculated that a further 10,000 people attended to skate with a further 90,000 general visits. The total number of visits over the festive period (9th December - 4th January) is calculated as being in excess of 100,000.
- 4.13 Footfall numbers within the Gardens at this time of year would traditionally be anticipated as a fraction of this (less than 200 per day) and the event can clearly be demonstrated as attracting greater visitor numbers to the site and delivering the broader Council objective of increasing awareness of and visits to the Gardens and wider historic Abbey Quarter.
- 4.14 As evidenced by the large number of visits and substantively positive comments in local press and left on local news forums and social media the event has been very well received by local people. More generally, feedback and enquiries received by officers and the operator relating to the event were positive with a genuine sense of excitement and appreciation that such an event had been staged.
- 4.15 The event was also used as a platform/backdrop for the delivery of other seasonal event activity such as the British Heart Foundations Santa Jog.

- 4.16 The Reading UK CIC / BID team have published some feedback relating to Christmas activities across the town centre, highlighting the success of the ice rink and the 10,000 skaters. Bobby Lonergan, Reading Business Improvement District manager, said: "The combination of the festive lights displays and the Christmas events programme have made our town centre an attractive place to be and helped support Reading's economy at a crucial time of year".
- 4.17 It was correctly anticipated that there would be significant interest in the reinstatement of the Gardens following the event and the speed with which this took place. The operator made a bonded payment of £10,000 to the local authority prior to the start of the event to adequately cover the anticipated cost of required post event reinstatement.
- 4.18 Reinstatement works commenced immediately as the site began to clear from Monday 5th January 2015, with signage placed on site advising of the works and providing contact details in the event of any enquiries. These works have progressed extremely well with repairs to lawn areas extensively complete pending grass growth, which is currently largely weather dependant and continues to be monitored. Whilst officers are confident of the success of the works, the deposit held by the Council will not be released until such time as officers are satisfied with the quality of reinstatement.
- 4.19 The event substantively covered costs in its first year, bucking the general trend for newly established events to operate at a greater loss or require financial subsidy.
- 4.20 The operator has advised the Council that they would be keen to talk with the local authority regarding plans for December 2015.
- 4.21 The UK CIC / BID team are keen to build upon the success of this year's event and ensure that future activity is intrinsically linked to the town centre offer for maximum benefit to the town, residents, visitors and Reading businesses.
- 4.22 Based on the this high level of interest in retaining the event, as well as the very positive public feedback and visitor numbers, there is real scope to further develop and improve the event for 2015 and beyond.

5 PROPOSAL

- 5.1 It is proposed that officers enter in to discussion with the event operator (Billy Williams & Sons) regarding terms for the granting of a 3 year license for the delivery of the 'Reading Winter on Ice' event at the Forbury Gardens (2015 - 2017). The manner in which the 2014 event was delivered, coupled with its evident success, is considered by officers to provide an evidence base for the credibility and quality of the operator. The terms of any future licence will further ensure that the Council's interests are protected.
- 5.2 The surety provided to the operator by the granting of a three year agreement will give them greater confidence in further, future investment and will assist in attracting and retaining the participation of the appropriate calibre traders.

- 5.3 A longer term license would also serve as a statement of intent by the Council, in terms of ambition for the town over the festive season and help ensure that public interest and awareness can be consolidated and grown, maximising the benefit and enjoyment for Reading's residents and visitors.
- 5.4 The activity will continue to be coordinated with the Reading UK CIC/BID team to ensure a cohesive Christmas offer that is mutually beneficial.
- 5.5 It is proposed that, subject to a successful negotiation, the license be granted under delegated powers held by the Council's Chief Valuer, following consultation and agreement by the Lead Councillor for Culture, Sport & Consumer Services in consultation with the Director of Environment & Neighbourhood Services and the Head of Finance.
- 5.6 It is proposed that following the end of the three year license, the opportunity is competitively tendered, to invite alternate operator interest. This will ensure that the Council continues to receive best value from the use of its assets, both in terms of service provision and Income.

6. CONTRIBUTION TO STRATEGIC AIMS

- 6.2 Priority 3 of the Council's Corporate Plan sets out the need to ensure Reading is an attractive, safe and well kept town. A key element of delivering this is providing more culture, leisure and sporting opportunities for local people and using assets such as Forbury Gardens
- 6.3 The event directly contributes to raising awareness of and developing an audience for the Abbey Quarter, which is an integral component of the current Abbey Quarter bid to the Heritage Lottery Fund.

7. COMMUNITY ENGAGEMENT AND INFORMATION

- 7.1 Promotion of future activity will be essential to ensure success; as in 2014, this would initially be in the form of press releases and feed through to targeted multi-media and social media campaigns, alongside the BID's promotion of festive activity throughout the town as a whole. As in 2014, future events would be opened by a celebrity (yet to be finalised), ensuring significant pre-event press coverage and opening night audience.
- 7.2 All press & publicity to be coordinated through both RBC's Media Communications team and Reading UK CIC/BID.
- 7.3 The license for the use of Forbury Gardens would be subject to the obtaining of both planning and licensing consent. Both processes are advertised locally and invite public comment.

8. EQUALITY IMPACT ASSESSMENT (EIA)

- 8.1 Under the Equality Act 2010, Section 149, a public authority must, in the exercise of its functions, have due regard to the need to – eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under this Act;

advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

- 8.2 There are no identified issues relating to this proposal that would require an EIA.

9. LEGAL IMPLICATIONS

- 9.1 The proposed use of the site would require both planning and licensing consent to be obtained.
- 9.2 The Council's Chief Valuer (Bruce Tindall) has delegated authority to grant licences/leases up to a value of £50k per annum.
- 9.3 Appropriate break clauses to be included within license to protect the interests of the Council, should the event operator fail to meet undertakings and or obligations.

10. FINANCIAL IMPLICATIONS

- 10.1 To be established as part of negotiation with the operator, such negotiation to be overseen by the Council's Chief Valuer to ensure best value is achieved for the Council. In this regard the Chief Valuer has advised that the Council would be seeking a guaranteed minimum rent with an uplift based on an agreed percentage of profit.
- 10.2 The requirement for the operator to meet all operating costs and make a deposit payment, to be included within the license to protect the financial interests of the Council.
- 10.3 It is proposed that following the end of the three year license, the opportunity is competitively tendered to invite alternate operator interest. This will ensure that the Council continues to receive best value for the use of its assets both in terms of service provision and Income.

11. BACKGROUND PAPERS

Additional press / media coverage (local & National):

- <http://www.getreading.co.uk/whats-on/family-kids-news/hear-screaming-girls-go-mad-8261168>
- <http://www.getreading.co.uk/news/local-news/12-most-read-getreading-stories-8367238>
- <http://www.heart.co.uk/thamesvalley/events/readings-winter-on-ice-forbury-gardens/>
- <http://www.getreading.co.uk/news/local-news/gallery-ice-skating-forbury-garden-8331419>
- <http://www.getreading.co.uk/news/reading-berkshire-news/berkshire-weather-cold-snap-expected-8355785>
- <http://www.getreading.co.uk/whats-on/family-kids-news/real-ice-rink-takes-centre-7926640>

- <http://www.getreading.co.uk/whats-on/family-kids-news/joey-essex-declares-forbury-gardens-8261128>
- <http://www.berkshireeventsguide.co.uk/events/reading-winter-on-ice/>
- <http://www.ents24.com/reading-events/forbury-gardens/reading-winter-on-ice/4059784>
- <http://www.dailymail.co.uk/tvshowbiz/article-2867750/Joey-Essex-shows-surprising-ice-skating-skills-launches-festive-attraction.html>
- <http://www.getreading.co.uk/news/reading-berkshire-news/towie-star-joe-essex-reading-8255382>
- <http://www.getreading.co.uk/whats-on/family-kids-news/first-reading-santa-run---8285655>
- <http://www.getreading.co.uk/news/local-news/fiances-cyclists-killed-purley-take-8267807>