

To: Councillor Dennis (Chair)
Councillors Hoskin, Ayub, Ballsdon, Barnett-
Ward, Cresswell, Cross, Gavin, Hacker, Keane,
McEwan, Naz, Nikulina, Rowland, Stevens,
Thompson and Yeo

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1 July 2025

Your contact is: **Julie Quarmby - Committee Services (julie.quarmby@reading.gov.uk)**

NOTICE OF MEETING - HOUSING, NEIGHBOURHOODS AND LEISURE COMMITTEE 9 JULY 2025

A meeting of the Housing, Neighbourhoods and Leisure Committee will be held on Wednesday, 9 July 2025 at 6.30 pm in the Council Chamber, Civic Offices, Bridge Street, Reading. The Agenda for the meeting is set out below.

	<u>WARDS AFFECTED</u>	<u>Page No</u>
1. DECLARATIONS OF INTEREST		
Councillors to declare any disclosable pecuniary interests they may have in relation to the items for consideration.		
2. DELEGATED DECISIONS		5 - 6
3. MINUTES OF THE HOUSING, NEIGHBOURHOODS & LEISURE COMMITTEE MEETING HELD ON 11 MARCH 2025		7 - 16
4. MINUTES OF OTHER BODIES		17 - 22
Minutes of the Community Safety Partnership meeting held on 20 February 2025.		
5. 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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- 6. 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.
- 7. GLL ANNUAL REPORT JANUARY 2024 - DECEMBER 2024** **23 - 32**
- A report providing an update on the performance and delivery of Leisure Services and development of new facilities by Greenwich Leisure Ltd (GLL).
- 8. RBC LANDLORD SERVICES PERFORMANCE REPORT - YEAR END UPDATE 2024/25** **33 - 44**
- A report providing an update on Housing Landlord Service performance and key achievements delivered within the 2024-2025 financial year.
- 9. RBC TENANCY AGREEMENT** **45 - 218**
- A report seeking approval of a new Tenancy Agreement.
- 10. TENANT ACCESSIBILITY POLICY 2025** **219 - 242**
- A report requesting approval for the implementation of a Council wide Tenant Accessibility Policy in response to the new Consumer Standards introduced by the Regulator for Social Housing set out in the Transparency, Influence & Accountability Standard.
- 11. PROPOSAL TO IMPLEMENT A BOROUGH WIDE PUBLIC SPACES PROTECTION ORDER** **243 - 260**
- A report setting out the case to introduce a Public Spaces Protection Order (PSPO) in Reading, recommending that the Council consult with the public on their views about the proposed PSPO and that an update be submitted to the Committee in November 2025.
- 12. ANNUAL REPORT (EXECUTIVE SUMMARY) - READING COMMUNITY SAFETY PARTNERSHIP** **261 - 274**
- This report provides an overview of the work of Reading's CSP to deliver outcomes to address priorities identified in Reading's Community Safety and Serious Violence Strategy 2023-2026, by updating on activity associated with the work of the partnership.
- 13. ANTI-SOCIAL BEHAVIOUR AND HATE INCIDENT POLICY** **275 - 302**

This report sets out the Council's amended Anti-Social Behaviour and Hate Incident Policy with a focus on providing a clear statement on the Council's approach to dealing with ASB and Hate.

14. PLAYING PITCH STRATEGY 2021 - 2036: PROGRESS UPDATE

303 - 344

A report updating the Committee on the implementation of the Council's Playing Pitch Strategy.

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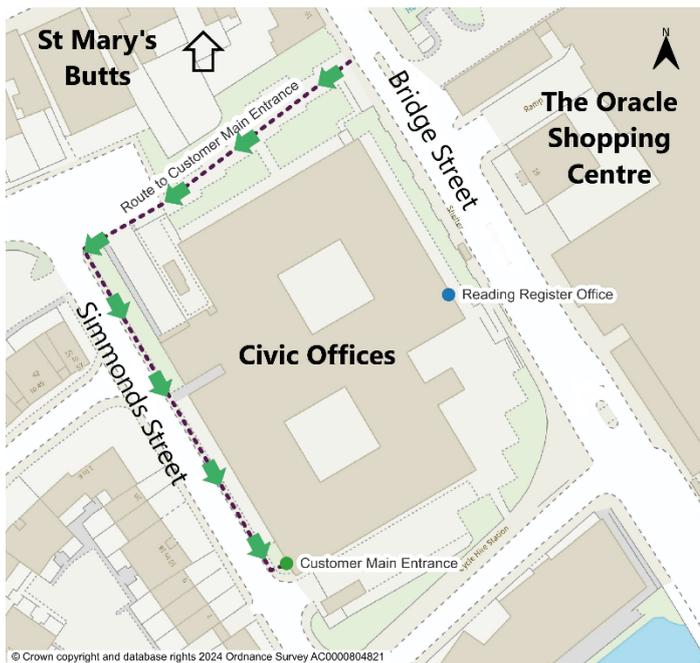
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Committee	Date of meeting	Minute number	Item title	Decision	Officer delegated to	Lead Councillor portfolio	Expected timescale for decision
HNL Committee	11/03/25	23 (2)	Programme of Works to Council Housing Stock of the schemes.	Social Care be authorised, in consultation with the Lead Councillor for Housing, to: (a) tender; and (b) enter into all necessary contracts for individual schemes that began within the 2025/26 work programme as set out in Appendix 1 & 2 of the report subject to sufficient funding being available in the approved Budget (£30.1m) to meet the cost	Exec Director of Community and Adult Social Care Services	Housing	Summer 2025

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HOUSING, NEIGHBOURHOODS AND LEISURE COMMITTEE MEETING MINUTES - 11 MARCH 2025

Present: Councillor Eden (Chair);
Councillors Hoskin (Vice-Chair), Asare, Barnett-Ward, Cross, Dennis, Gavin, Hacker, McCann, Magon, Rowland, Thompson, Williams and Yeo

18. MINUTES OF THE HOUSING, NEIGHBOURHOODS & LEISURE COMMITTEE MEETING HELD ON 13 NOVEMBER 2024

The Minutes of the meeting of 13 November 2024 were confirmed as a correct record.

19. MINUTES OF OTHER BODIES

The Minutes of the following meeting were submitted:

Community Safety Partnership – 31 October 2024.

Resolved - That the Minutes be received.

20. QUESTIONS FROM MEMBERS OF THE PUBLIC AND COUNCILLORS

<u>Questioner</u>	<u>Subject</u>	<u>Reply</u>
Vicky Barker	Reading West Station Environment	Cllr Rowland

The full text of the question and reply was made available on the Reading Borough Council website.

21. TENANT ENGAGEMENT STRATEGY 2025-2030

The Committee considered a report requesting approval of the new co-produced Tenant Engagement Strategy (TES) 2025-2030, which was attached to the report at Appendix 1. Pat Watson and Gary Saunders of Tenants and Council Together (TACT) and Jordan Hatswell (RBC) attended the meeting and addressed the Committee on the Strategy.

The report explained that the Strategy outlined the Housing Service's ambitions for Tenant Engagement including its Vision and Priorities alongside the details of the Strategy's formulation. The Strategy summarised the planned approach for tenant scrutiny and engagement to ensure that the service was held to account, the voice of tenants shaped service delivery and the service continued to adopt a continuous learning culture. It also aimed to provide assurance that the Housing & Communities Service was meeting its requirements for tenant engagement in line with the expectations set by the Regulator of Social Housing.

HOUSING, NEIGHBOURHOODS AND LEISURE COMMITTEE MEETING MINUTES - 11 MARCH 2025

The report stated that officers had used feedback from the group, to develop, plan and implement a range of new engagement opportunities to appeal to a wider pool of tenants, including a digital membership option to all our engagement opportunities. Tenants had asked for the Strategy to be reviewed in two years following the launch of the Strategy and communication plan, to enable as many tenants as possible across a variety of channels to be included in the review process.

The report explained that the TES Working Group had identified the following Vision Statement: 'Tenants are at the heart of everything we do; tenants know their voices are welcomed, respected and acted upon and our properties and estates are places tenants are proud to call home.' The five priorities were:

- 1. Information and Communication:** To ensure that tenants knew their rights, the services they could expect and how the Council was performing compared to national standards and other landlords.
- 2. Tenant Feedback:** Feedback would be recorded, reviewed and acted on, with results shared clearly, demonstrating to tenants that their views made a difference. Tenant groups such as TACT and future engagement panels would use this information to focus on issues that mattered most to tenants.
- 3. Recruitment and Support:** The updated engagement options included informal opportunities alongside formal panels to suit a wide range of availability and interests. Tenants would have clear expectations, access to training and support to overcome barriers like IT access, travel, or caring responsibilities.
- 4. Meaningful Methods of Engagement:** Tenants were experts in knowing how the Council performed as a landlord. A variety of engagement methods including digital tools, surveys, and co-production would gather feedback to drive improvement.
- 5. Complaints:** Tenants needed to know their rights and how to raise concerns. Complaints would be handled on time and reviewed to identify lessons for improvement. There would be a Complaints Scrutiny Panel to monitor complaint handling to ensure high standards were met and there was a culture of continuous improvement.

The report also stated that the Priorities would be delivered through a proposed Menu of Engagement and the Tenant Engagement Model that had been agreed with tenants. A dedicated Communication Plan would underpin the implementation of the Strategy. A recruitment campaign for new involved tenants would start in Summer 2025 and would be aimed at generating as much interest from the Council's tenants as possible to ensure a representative group was established.

AGREED:

- (1) That the Draft Tenant Engagement Strategy and associated Action Plan, as contained in Appendix 1 to the report be approved.**
- (2) That an annual update on the implementation of the Strategy and progress on delivery against the Action Plan be submitted to the Housing, Neighbourhood & Leisure Committee.**

HOUSING, NEIGHBOURHOODS AND LEISURE COMMITTEE MEETING MINUTES - 11 MARCH 2025

22. READING FESTIVAL UPDATE

The Committee received a presentation from Claire Armstrong, Melvin Benn, Vicky Chapman and Charlotte Oliver from Festival Republic, which gave an update on the 2024 Reading Festival and set out plans for the 2025 event. The presentation and subsequent discussion included:

- The 2024 event had been successful, with the introduction of a new stage, further development of measures to address Violence Against Women and Girls (VAWG) and the provision of quiet, solo and eco campsites.
- Lessons had been learned following the noise bleed from the new Chevron Stage, and this would now be located within a tent for 2025 to reduce clashes with sound from other stages and noise nuisance off-site.
- Campsites would be rebranded for 2025: Meadow (Eco), Garden (Quiet), Valley (Solo), The Grove (Community) and The Fields (Main campsite). Festival-goers would need to sign up in advance for all campsites except The Fields.
- Additional work would be carried out to improve safeguarding. Existing policies and procedures were being reviewed, and new initiatives such as Stamp Out Spiking and Safer Spaces would be introduced. AIR Hubs were also being developed further, and robust security would be in place, especially for under-18s. Back of House drug testing would continue.
- There had been significant carbon reduction in 2024, and the plans for 2025 included working with suppliers to increase the use of renewable energy and reduce waste. There had been a reduction in the number of abandoned tents although many people still mistakenly believed that all tents that were left behind would automatically be passed onto charities for re-use. There would be clearer messages in 2025 that tents should be taken home or packed up and handed in for donation. This could have a significant effect on the total waste, as over 70 tonnes of tents had been left in 2024.
- Organisers were keen to engage with and support local businesses along the Oxford Road.
- Organisers would continue to work with all partner organisations to ensure the smooth running of the 2025 festival.

Resolved - That the presentation be noted.

23. PROGRAMME OF WORKS TO COUNCIL HOUSING STOCK 2025/2026

The Committee considered a report that set out the maintenance work programme for Council Homes for 2025/26. The following documents were appended to the report:

Appendix 1: Works to Housing Stock 2025-2026 Housing Revenue Account (HRA)

Appendix 2: Works to Housing Stock 2025-2026 (General Fund)

Appendix 3: Works to Housing Stock by Ward 2025-2026

HOUSING, NEIGHBOURHOODS AND LEISURE COMMITTEE MEETING MINUTES - 11 MARCH 2025

The report explained that Housing Property Services had a responsibility to ensure that the housing stock was well maintained in accordance with the Decent Homes Standard and that Council homes were safe and healthy places to live in. The Service also worked to improve the wider environment on housing estates to meet the needs and aspirations of both the Council and its tenants.

The report added that the Service continued to have a strong focus on improving the thermal efficiency of homes in line with the Council's Climate Change ambitions ensuring homes could be heated efficiently and cost effectively, thus reducing their carbon footprint and reducing fuel poverty. As a result, the Council was intending to invest £9.9m in 2025/26 in moving towards zero carbon options in terms of retrofitting existing housing stock in line with the Council's Climate Change ambitions. All options for new funding streams for further thermal efficiencies were considered as and when they were launched.

Resolved -

- (1) That the planned maintenance work programme for Council Homes for 2025/26 be noted;**
- (2) That the Executive Director of Communities and Adult Social Care be authorised, in consultation with the Lead Councillor for Housing, to: (a) tender; and (b) enter into all necessary contracts for individual schemes that began within the 2025/26 work programme as set out in Appendix 1 & 2 of the report subject to sufficient funding being available in the approved Budget (£30.1m) to meet the cost of the schemes.**

24. RBC LANDLORD SERVICES IN YEAR PERFORMANCE REPORT 2024/2025

The Committee received a report which provided an update on Housing Landlord Service performance and key achievements delivered year to date, up to and including Quarter 3 of the 2024-2025 financial year. The report gave assurance that Reading's Housing Landlord Service was delivering the strategic objective of the Social Housing (Regulation) Act 2023, to deliver improved outcomes for current and future tenants of social housing against the following five consumer standards:

- Neighbourhood and Community Standard;
- Safety and Quality Standard;
- Tenancy Standard;
- Transparency, Influence and Accountability (including Tenant Satisfaction Measures);
- Consumer standards code of practice.

The report set out the key achievements for the year to date, which included low-carbon improvements such as new glazing, insulation and air source heat pumps, implementation of a new IT system, further work under the Local Authority New Build programme and provision of advice and support for tenants. The report also set out details of the types of

HOUSING, NEIGHBOURHOODS AND LEISURE COMMITTEE MEETING MINUTES - 11 MARCH 2025

complaints received by the services and the number of responses within the specified time. Housing Ombudsman complaints, the results of the Tenant Satisfaction Survey and the Tenant Satisfaction Measures put in place as a result, damp and mould measures and the Service Improvement Plan.

Resolved:

- (1) That the Housing Landlord Service Performance and key achievements delivered year to date, up to and including quarter 3 2024/25, be noted.**
- (2) That the themes and programmes of the service improvement plan against the consumer standards be endorsed.**

25. ENHANCED ENVIRONMENTAL ENFORCEMENT

The Committee received a report on a proposal to progress a compliant procurement exercise to engage an Environmental Enforcement partner on a twelve-month trial basis. The following documents were appended to the report:

- Appendix 1 - FAQ
- Appendix 2 - Draft Key Performance Indicators (KPI)
- Appendix 3 – Equality Impact Assessment
- Appendix 4 – Corporate Enforcement Policy

The report explained that the Council's current resources were unable to deliver the full range of discretionary environmental enforcement activity desired by residents, as well as delivering education to improve waste behaviours and achieve increased rates of recycling to meet statutory strategic objectives. In order to deliver these discretionary service functions the Council had the choice of either accepting resource limitations or partnering with the private sector in the delivery of its enforcement activity, delivering all activities to an enhanced, high-profile, standard at no additional cost.

The report stated that the Council was seeking to enter a limited twelve-month contract via an established procurement framework to trial this approach. The services would be provided at no cost to the local authority, with the Partner covering the cost of enforcement resources through the receipt of an agreed share of fixed penalty payments. The twelve-month trial would operate on terms that permitted the Council to monitor the performance of the contractor against a range of agreed Environmental Key Performance Indicators. The contract would also ensure that they operated in compliance with the Council's own adopted policies and procedures in their undertaking of agreed activities and adhered to the Council's published schedule of Fixed Penalty rates. A full review of the contractual relationship would be undertaken after six months and, should the trial prove successful, the Council would commence a full procurement exercise to identify a partner to provide continuity of services for a subsequent two years.

Resolved:

**HOUSING, NEIGHBOURHOODS AND LEISURE COMMITTEE MEETING MINUTES - 11
MARCH 2025**

- (1) That the benefits of entering a 12-month trial contract for the provision of additional Environmental Enforcement Services from an external partner be noted;**
- (2) That further reports on contract performance be submitted to future meetings of the Committee.**

26. HIGHWAY MAINTENANCE PROGRAMME 2025/2026 & 2024/2025 HIGHWAY MAINTENANCE UPDATE

Further to Minute 22 of the meeting held on 21 February 2024, the Committee considered a report that provided updates on:

- Progress of year-3 (2024/25) of the Council's additional £8M 5-year (2022/23 to 2026/27) Highway Capital Roads & Pavements Investment Programme.
- Progress of the Council's £4M Bridges & Structures Capital Investment Programme.
- The Department for Transport's (DfT's) Highway Maintenance Award 2025/26, Local Transport Block Funding (Integrated Transport & Highway Maintenance) settlement and to seek scheme and spend approval.
- The withdrawal of the DfT's Road Resurfacing Fund (Network North) Allocation for Reading.
- The completed Highway Maintenance 2024/25 DfT Local Transport Block Funding Capital Works Programme.

The report also gave an update on the completed Highway Maintenance 2023/24 DfT Local Transport Block Funding Capital Works Programme. The following documents were appended to the report:

- Appendix 1: 2024/25 Programme Delivered;
- Appendix 2: Proposed 2025/26 Delivery Programme.

Section 3 of the report set out details of the works that included highways maintenance, resurfacing of roads and pavements and works to bridges and other structures, plus the costs associated with these works.

Resolved -

- (1) That the progress of year-3 (2024/25) of the Council's additional £8M 5-year (2022/23 to 2026/27) Highway Capital Roads & Pavements Investment Programme be noted;**
- (2) That the progress of the Council's 2024/25 additional £4M Bridges & Structures Capital Investment Programme be noted;**
- (3) That the Department for Transport's (DfT's) Highway Maintenance Award 2025/26 Local Transport Block Funding (Integrated Transport &**

**HOUSING, NEIGHBOURHOODS AND LEISURE COMMITTEE MEETING MINUTES - 11
MARCH 2025**

Highway Maintenance) settlement be noted and the Scheme and Spend be approved;

- (4) That the withdrawal of the DfT's Road Resurfacing Fund Allocation for Reading (Network North) funding be noted;**
- (5) That the completed Highway Maintenance 2024/25 DfT Local Transport Block Funding Capital Works Programme be noted.**

27. HIGH STREET HERITAGE ACTION ZONE EVALUATION

The Committee received a report which highlighted the achievements, key successes and learning of the High Street Heritage Action Zone (HSHAZ) project since the start of its delivery phase in 2020. The project team and partners had worked closely and flexibly with stakeholders, the community and funders, Historic England, to develop and successfully deliver the ambitious heritage and culture placemaking project, despite unexpected major challenges over the four years of the programme.

The report explained that the Reading HSHAZ had been an exciting programme of conservation repairs, public realm improvements and community and cultural activity across three areas of Reading - Oxford Road, St Mary's Butts & Castle Street and Market Place & London Street. The programme had been targeted at high streets within conservation areas. The funding had been awarded with a particular focus on Oxford Road conservation area (from the IDR to Reading West bridge), where there had been most need for physical improvement of shopfronts. Reading HSHAZ had delivered a range of projects to understand the heritage of and to improve Reading's urban environment. HSHAZ had worked with owners of eight buildings to improve the appearance of shop fronts to be more in keeping with being in conservation areas. Following community consultation, there had been a series of public realm improvements (including new paving, signage, public art and lamp posts), and four listed town centre monuments had been restored.

Resolved: That the successes of the HSHAZ programme set out within the report be noted, including:

- Improving nine shop fronts to be more in keeping with their conservation areas setting, including supplement planning documents and conservation methods that could be used and replicated;**
- A series of public realm improvements, including restoring four listed town centre monuments, new paving, signage, four public artworks, two of which would remain in place for at least ten years, and lamp posts, based on community engagement;**
- A legacy of materials that would remain accessible to the public including the communities' hidden histories, A semi-permanent exhibit 'Oracle Gates' in Reading Museum, four audio walks, a play, multiple films, school education materials, podcasts, interviews, and a book.**

HOUSING, NEIGHBOURHOODS AND LEISURE COMMITTEE MEETING MINUTES - 11 MARCH 2025

28. READING MUSEUM: FORWARD PLAN 2025-2030

The Committee considered a report which sought approval and adoption of the Reading Museum Forward Plan 2025-2030, as set out in Appendix 1 to the report. The Forward Plan assessed the key achievements of Reading Museum over the period of the last Forward Plan 2020-2025.

The report also sought agreement to dispose of items from the Reading Museum Collection, as set out in paragraph 3.4 and listed in Appendix 2, that had been identified in accordance with Museum's adopted Collection Development Policy 2022-2027. The Collection Development Policy accepted the principle that sound curatorial reasons must be established before consideration was given to the disposal of any items in the Museum's collection. Therefore, disposals should be part of a regular process of collections review to ensure they continued to be relevant to meeting the wider strategic aims of the Museum. A review of collections during documentation and storage projects had identified items of either low quality, poor condition or duplicate mass-produced articles often with no significant provenance, or which would be more appropriately offered to another institution which could provide better care or access to users.

Resolved:

- (1) That the Reading Museum Forward Plan 2025-2030 including the service's statement of purpose and key aims, as set out in Appendix 1 be approved and adopted to ensure the Museum met with the Accreditation standard for UK museums;**
- (2) That it be noted that the Reading Museum Forward Plan 2025-2030 would be submitted to Arts Council England with the Museum's next Accreditation return;**
- (3) That the achievements the Museum had delivered to date be noted, as set out in paragraph 3.2 of the report, including:**
 - welcoming annually over 18,500 school participants, over 107,000 visitors, and 3.3 million digital visits,**
 - generating a total Economic Impact of £3.9m annually.**
 - acclaimed exhibitions such as the Windrush partnership, Reading Festival and Reading Football Club;**
 - ACE-funded Museums Partnership Reading outreach and environmental programmes for diverse audiences and the Museum of Sanctuary award;**
- (4) That Reading Museum dispose of items from its collection identified in accordance with Museum's adopted Collection Development Policy, as set out in paragraph 3.4 and Appendix 2 of the report.**

HOUSING, NEIGHBOURHOODS AND LEISURE COMMITTEE MEETING MINUTES - 11 MARCH 2025

29. READING LIBRARIES IMPROVEMENT PROGRAMME: STRATEGIC PRINCIPLES 2025 - 2028

The Committee considered a report which set out the proposed strategic principles that would be put for public engagement in 2025, at a date to be confirmed, and would be reported back to a future meeting for endorsement.

The report explained that the current strategic priorities which had been agreed in 2021 required updating to reflect where the service was today and to reflect the future direction of the service given recent successes in securing Levelling Up funding for a new Central Library and Libraries Investment Funding to invest in digital infrastructure. Since the pandemic, usage of library services had largely returned to pre-pandemic levels and the borrowing of items was higher than pre pandemic levels, arresting a long-term trend. Libraries had worked hard to provide digital content, restore events, and had also been successful in gaining large capital investment into both the Civic Centre Library project and in bidding for external funding, including £495,000 from the Libraries Improvement Fund administered by Arts Council England.

The report set out the proposed principles to guide the service from 2025 - 2028:

- Ensuring all libraries in the network responded to the needs of communities and built these into external funding applications;
- Supported children and young people with language and literacy development;
- Improving digital provision, access and content to support learning and skills;
- Supporting improvements for Reading's health, wellbeing, literacy and cohesion;
- Bringing arts, culture, heritage and creativity into library spaces

The report added that officers would seek to consult with library users and non-users on whether these were the areas for the service to focus on and whether anything should be replaced.

Resolved:

- (1) **That the draft strategic principles outlined for future public engagement be agreed and this approach for the library service endorsed;**
- (2) **That the success of the library service in developing against the strategic principles, including continuing to improve performance, with total loans now higher than in 2019, improved and updated ICT equipment at all sites, a better ICT offer at all sites, particularly Tilehurst and Southcote, and a library app, that offered for free a digital library card, access to e-books, e-magazines and learning resources, be noted.**

(The meeting closed at 9.24 pm)

**HOUSING, NEIGHBOURHOODS AND LEISURE COMMITTEE MEETING MINUTES - 11
MARCH 2025**

Agenda Item 4

COMMUNITY SAFETY PARTNERSHIP EXECUTIVE GROUP – 20 FEBRUARY 2025

Present:

Cllr Karen Rowland	Lead Councillor for Environmental Services & Community Safety, RBC (Vice Chair)
Cllr Terry	Leader, RBC
John Ennis	Probation
Colin Hudson	Thames Valley Police (Chair)
Melissa Wise	Executive Director of Social Care and Health
Jo Middlemass	Community Safety and Enablement Manager, RBC
Jason Murphy	Community Safety, RBC
Rob Abell	RBC
Jason Kew	RBC
Stephen Czajewski	Thames Valley Police
Ollie Foxell	Brighter Futures for Children
Sabina Cannell	PACT
Helen Hathaway	Safer Neighbourhoods Forum
Rachel Spenser	RVA
Carly Newman	Young Voices
Rachel Spencer	RVA
Joanna Godfrey	Berkshire Probation Service
Stephen Leonard	Royal Berkshire Fire & Rescue Service
Nick Haskins	Safer Neighbourhood Forum
Louise Pegg	NHS BOB
Julie Quarmby	Committee Services, RBC

Apologies:

Cllr Leng	RBC
Martin White	Consultant in Public Health
Kirsten Willis-Dewett	South Central Ambulance Service
Jonny Bradish	Brighter Futures for Children
Emma Gee	RBC
Alastair Harsant	Brighter Futures for Children
Bryony Hall	RBC
Matt Gollege	RBC
Zoe Hanim	Prevent/Channel Lead, RBC
George Mathew	ACRE

1. MINUTES AND MATTERS ARISING

The Minutes of the meeting held on 31 October 2024 were agreed as a correct record.

2. COMMUNITY SAFETY PARTNERSHIP DATA REPORT JAN 2024-DEC 2024/ TERMS OF REFERENCE FOR PROPOSED PERFORMANCE MEETING

Jason Murphy proposed that a Reading Community Safety Partnership Performance Group be set up to review local data trends and shape a narrative for public and CSP, assess the performance of its strategic priorities, assist in the delivery of a local Action Plan and inform the development of future strategies and implement and respond to public surveying and feedback, including from Safer Neighbourhood Forums and the Annual Community Safety Survey. The proposed Performance Group would compose members from the relevant partner organisations and would meet in time to feed into the CSP Executive Group

meetings. He submitted a proposed updated version of the Terms of Reference for further discussion at the next CSP meeting.

AGREED: That the revised Terms of Reference be submitted to the meeting to be held on 3 April 2025.

3. YOUNG VOICES UPDATE AND FEEDBACK FROM SENIOR LEADERS MEETING

Carly Newman reported on work that had taken place since the Online Safety Summit in November 2024:

- Young Voices had been working with Reading Museum on the “Future” section of the Reading’s Digital Revolution exhibition.
- Looking at how to improve young people’s knowledge about safety when out shopping (not online).
- Planning to run another young person’s version of the Community Safety Survey.
- Working with the Youth Access pilot to equip young people with the tools for social action in parks and open spaces, which young people in Reading had identified as an area of particular concern.
- Working with three secondary schools in West Reading to look at safety when travelling to and from school and at how tensions between the schools could be addressed and resolved.

Carly explained that for many young people, their online life was seen as being the everyday and they often felt less safe in real life situations. She added that young people wanted adults to understand what life was really like for them, rather than making assumptions, and then work together to find and implement solutions. Nick Haskins added that Safer Neighbourhood Forums would be happy to work with young people.

AGREED: That the position be noted;

4. SAFER NEIGHBOURHOOD FORUMS INTRODUCTION

Nick Haskins and Helen Hathaway updated the Group on the current situations with their respective Safer Neighbourhood Forums (SNFs):

- Attendees included members of the public and representatives of local groups, councillors etc.
- It could take new members some time to get up to speed with the work of the SNFs.
- It would be helpful to have greater diversity among the membership, and include young people who were under-represented.
- The attendance of representatives from the police was key to the success of the SNFs.
- SNFs worked together when they identified wider Reading issues and would feed up areas of concern to the appropriate organisations.
- The You Say/We did model was helpful in keeping the public informed about the actions that the SNF had taken in their area.
- Lack of budget limited what the SNFs could do.

The Group acknowledged the good work carried out by the SNFs and stressed the importance of the face-to-face contact in dealing with the public and their concerns.

AGREED: That the position be noted.

5. STUDENT SPEAK WEEK FEEDBACK

Jason Murphy, on behalf of Molli Cleaver, Safer Student Partnership, reported on the outcomes of the recent Student Speak Week. Over 400 students had responded and they raised more than 100 issues. The report set out the key themes that had been identified, including:

- Lack of street lighting.
- Walking alone in the dark.
- Anti-social behaviour.
- Behaviour from men.
- Women's safety.
- Concerns over the national increase in incidents of knife and hate crimes.

The Group noted that this was a useful piece of work, that had links to Youth Violence and the SNFs, and Jo Middlemass would incorporate the data provided into a broader document that would be submitted to a future meeting for consideration.

AGREED: That the position be noted;

6. NEW FIRE HUBS

Stephen Leonard gave a presentation on Berkshire Fire and Rescue Service provisions relating to Safe and Well visits, the Adults at Risk Programme, Threat/Risk of Arson Safe and Well visits and Fire Safety Inspections. He added that the level of threat of arson was particularly high in Reading and West Berkshire and work was needed to identify why this was the case and how it could be reduced.

Stephen also explained the new fire hubs model which would see services allocated across East and West hubs rather than by Local Authority area. The changes were still at the planning stage and a more detailed report would be submitted to a future meeting,

AGREED:

- (1) **That the position be noted;**
- (2) **That a further report on Threats of Arson be submitted to the meeting to be held on 3 April 2025.**

7. CLOSURE ORDER REVIEW

Jason Murphy submitted a briefing note on a review of Reading's approach to the use of closure orders to address anti-social behaviour. He explained that the review could be carried out in conjunction with the Adult Safeguarding Team to ensure that vulnerable adults were protected from unintended consequences, such as becoming homeless following a total closure order. Section 77 of the Briefing note set out the following recommended actions:

- a. That Thames Valley Police centrally be asked by the CSP to develop a clear set of principles and guidance for the application of Closure Orders to local officers.
- b. Reading Borough Council and local housing providers should replicate this approach
- c. Decision makers attending the ASB MAP should be invited to comment on requests to initiate Closure Orders (for both ASB and Safeguarding reasons).

- d. The membership of the ASB and Safeguarding MAP should widen to include commissioned services, CMHT, Adult Social Care, Probation, Brighter Futures for Children (Exploitation) and NHS to comment on proposed Closure Orders and support more robust decision making.
- e. Closure Notices should only be served on a property indicating a Closure Order will be made in 48 hours, after a referral had been taken through the ASB MAP.
- f. In person meetings of the ASB MAP should be reinstated to ensure that there is more robust scrutiny of referrals and to track actions, retaining virtual meetings for fast-track decisions, but contingent on the wider membership being involved.
- g. The induction of new officers to NHPT and relevant RBC Officers should include reference to what to do.
- h. This would include a session on the Complex Adults and Risk Meeting, safeguarding responsibilities, the role of the ASB and Safeguarding MAP and expectations of when and if a Closure Order could be reviewed.
- i. Develop a local protocol with legal services, linked to tenancy enforcement and safeguarding, prior to a Closure Order being imposed at an address.
- j. Explore the potential for RBC Legal Services to be able to seek Closure Orders independently of TVP.
- k. The focus of the Complex Adults and Risk Meeting should ensure subjects of the meeting are always those involved in the perpetration of ASB or in the context of cuckooing, perpetrating the vulnerability that befalls a tenant.
- l. Closure Order activity to be reported to the Reading CSP and assurance provided to Safeguarding Adults Board.
- m. Community Safety Team to work with Safeguarding Adults Board on SAR and ensure Reading CSP is sighted on themes arising from this.
- n. An audit of existing Closure Order cases should be undertaken with Adult Social Care to review what, if any safeguarding processes were followed.
- o. Implement a programme of training with reference to 'Beyond the Line', a recent report on cuckooing, produced by the North West Regional Organised Crime Unit and University of Leeds.
- p. Bi-annual reports should be received by both the CSP and West of Berkshire Safeguarding Adults Board.

Jason also reported that work would be undertaken with partners to look at how those responsible for the behaviour leading to the closure orders were dealt with to prevent them from just relocating to another property and causing the same problems again. Partners were also being asked to identify alternatives to closure orders where possible. Jason explained that a Multi-Agency Panel (MAP) would usually consider the case for a closure order and could also refer the property to other services if that were more appropriate.

AGREED:

- (1) That the recommendations set out in full in Section 77 of the report be agreed;**
- (2) That a further report be submitted to the CSP in July 2025.**

8. COMBATTING DRUGS PARTNERSHIP UPDATE

Jason Kew reported that the Combatting Drugs Partnership (CDP) was using a whole system approach to reduce supply and demand for drugs and improve recovery rates. A new executive group had been agreed with membership including the PCC and Directors of Public Health, plus appropriate representatives from partner groups.

Jason also gave an update on the work being carried out locally:

- Work was being undertaken on provision of rehabilitation at home, which had shown some good results and was considerably less expensive than residential rehabilitation. A further report on this option would be submitted to a future meeting of the CSP.
- Alcohol related deaths had decreased significantly, which bucked the national trend. This could be attributed to the work carried out by the ICB-led Alcohol Professionals Network which had improved access to services.
- Heroin supply had decreased in purity, with the addition of nitazines (synthetic opioids) that could lead to increased risks for users. Nitazines were also being added to other drugs. However, cocaine had been increasing in purity.
- Thames Valley Police were carrying naloxone, which could help to reduce deaths from accidental overdoses.
- A recent study had shown that the provision of safe inhalation pipes alongside needle exchanges had led to an increase in the number of people entering treatment for the first time, as they could be given information on services available at the same time.
- Partners were investigating the feasibility of providing Buvidal in Reading. This was a monthly injection that removed the craving for opiates, stabilising users and giving them the opportunity to access further treatment.
- The top 10% of drug users in Reading were responsible for 63% of acquisitive crime. A reduction in these users would therefore lead to a corresponding decrease in crime.

The Group noted that as people became aware of successful referrals for drug users, more would come forward to access treatment. Jason Kew also reported that, further to data collected by the ambulance service on drug hotspots, partners were looking into the feasibility of providing naloxone in public defibrillator boxes and noted that project management resources would be needed in order to progress this further.

AGREED: That the position be noted.

9. YOUTH JUSTICE HIS MAJESTY'S INSPECTORATE PROBATION (HMIP) UPDATE

Ollie Foxell gave a presentation on the review of the Youth Justice Service by His Majesty's Inspectorate Probation. This set out the action plan that had been agreed following the inspection and which included actions to address the three themes of high-level organisation, court work and out-of-court work. He added that much of the good work that had been carried out by the service had not been recorded by the retrospective inspection.

Jo Middlemass asked that the Youth Service identify what the CSP as a body could do to support them, as distinct from the support offered by each of the individual partners. John Ennis explained the support offered by the Probation Service. Rachel Spencer noted that there used to be funding available from the One Reading partnership, and that it would be worth checking if this was still the case.

Ollie noted that the significant lack of resources impacted on the ability to provide a strong prevention offer, which would target young people before they entered the Youth Justice system.

AGREED: That the position be noted.

10. DOMESTIC HOMICIDE REVIEW RESPONSE

Jason Murphy reported that, following a recent Domestic Homicide Review, the Home Office had made recommendations to improve the current process. A small task and finish group had been set up to discuss the implementation of the recommendations and a further report would be submitted to the CSP.

AGREED: That the position be noted.

11. PREVENTION PARTNERSHIP

Stephen Czajewski, Thames Valley Police, reported that the Violence Reduction Units had now become the Thames Valley Violence Reduction Partnership and partners were being asked to deliver more across a wider brief. The partnership would be launched in Spring 2025.

Jason Murphy added that Brighter Futures for Children had been fully involved in the process as there was overlap with prevention for 8 to 18-year-olds about whom there were concerns, but had not yet passed the threshold for intervention. Young Futures would be used to create hubs, similar to Sure Start provision for younger children, where services could be accessed. Stephen would circulate a briefing note on the new service once it was available and would be happy to convene a briefing meeting should it be required. A further report would be submitted to a future SCP meeting.

AGREED: That the position be noted.

12. CSP ANNUAL REPORT FOR THE PUBLIC AND FOR THE HOUSING, NEIGHBOURHOODS & LEISURE COMMITTEE

Jo Middlemass reported that the CSP report would be submitted to the meeting of the Housing, Neighbourhoods and Leisure Committee to be held on 9 July 2025. Officers were also intending to produce an annual report for the public, which would also be submitted to the Committee in July, in order to lead into the annual community safety survey.

AGREED: That the timetable for reporting the annual Community Safety Partnership reports be agreed.

13. ANY OTHER BUSINESS

Jason Murphy reminded the Group that the Boothbus mobile music studio for young people would be in Coronation Square today at 1.00pm.

AGREED: That the position be noted.

11. DATES OF FUTURE MEETING

The next meetings for 2023/24 would take place on:
3 April 2025

All meetings start at 9.30am, in the Council Chamber, Civic Offices.

(The meeting commenced closed at 11.59am)

Housing, Neighbourhoods and Leisure Committee



Reading
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09 July 2025

Title	GLL Annual Report January 2024 – December 2024
Purpose of the report	To note the report for information
Report status	Public report
Report author	Ben Stanesby, Active Leisure Manager Emma Kinghorn, Leisure Contract Manager
Lead Councillor	Cllr Adele Barnett-Ward
Corporate priority	Thriving Communities
Recommendations	<ol style="list-style-type: none"> 1. That Committee notes the contents of the presentation by GLL in respect of the operation of the leisure contract. 2. That Committee notes the <ol style="list-style-type: none"> a. opening of the new swimming pools at Rivermead Leisure Centre in June 2024, b. successful refurbishment of changing rooms, pool tank, reception area plus relocation of Reading Football Club Community Trust to South Reading Leisure Centre. c. new and improved leisure facilities welcomed over 1,000,000 visitors in 2024. 3. That Committee endorses the priorities for 2025/26 as set out in paragraph 3.21.

1. Executive Summary

- 1.1 The purpose of this report is to provide an update on the performance and delivery of Leisure Services and development of new facilities by Greenwich Leisure Ltd (GLL).
- 1.2 The leisure contract started on 1 July 2021 and GLL commenced the operational management of the Council's leisure centres at Rivermead Leisure Centre, Palmer Park Sports Stadium, South Reading Leisure Centre and Meadway Sports Centre. This is the third annual report that has been presented to Committee reporting on the contract's performance over the past year.
- 1.3 The Council's £40m investment programme in leisure provision has included further significant works to the leisure centres this year. In the last 12 months structural repairs to the pool tank at South Reading Leisure Centre, including upgrading the swimming pool and associated changing areas, have been completed.
- 1.4 The final phase of building the new swimming pool, diving pool and splash pad at Rivermead Leisure Centre completed and opened to the public in June 2024. Since its completion, Rivermead Leisure Centre has achieved considerable success, attracting over one million visitors.
- 1.5 The government's Swimming Pool Support Fund (SPSF) provided a total of £80 million to local authorities in England as a support package for public leisure facilities with the least energy efficient swimming pools. While the Council stock of facilities is hugely

improved, the Council successfully applied to the SPSF for a capital grant to help improve the energy efficiency at Meadway Sports Centre being awarded £29,000 to cover the cost of new swimming pool hall windows and pool cover. Both were successfully replaced in February 2025.

- 1.6 In line with the Playing Pitch Strategy, the Artificial Turf Pitch (ATP) at Rivermead was refurbished in August 2024. A significant increase in use has been observed, formal comparison of numbers will be made at the end of the winter season. The court bookings continue to be managed by Play Football on behalf of GLL.
- 1.7 The Stadium track lights and outdoor sport court lights were replaced at Palmer Park Leisure Centre and Stadium in October 2024. The improvement works were carried out within the GLL planned maintenance programme ensuring the Council's assets are kept to a high standard throughout the contract period. Over 65,000 track users will continue to benefit from the new lights.
- 1.8 Quest continues to be the Sport England recommended quality assurance and continuous improvement tool for leisure facilities and sports development teams, designed to measure how effective organisations are at providing customer service.
- 1.9 GLL is required to obtain Quest accreditation and maintain it throughout the contract period, with 'Good' being the quality management target. Palmer Park Sports Stadium and Rivermead Leisure Centre were audited by Quest this year. Rivermead Leisure Centre received a score of 'Very Good,' while Palmer Park was awarded a score of 'Excellent' for service quality, a distinction achieved by only 22% of Quest-registered centres across the country.
- 1.10 South Reading Leisure Centre and Meadway Sports Centres are due to be audited in Summer/Autumn 2025 and are aiming for 'Good'.
- 1.11 Use of the centres continues to grow as new facilities open, and service improvements are made. GLL continue to broaden the range of services being provided including health initiatives and targeted activities, including;
 - the Healthwise Programme to increase participation by underrepresented groups and those with specific health conditions.
 - developing partnerships locally with schools and other community organisations to increase participation in physical activity beyond the boundary of the leisure centres.
 - improving the quality of customer service
 - improving data collection and analysis to measure the impact of the services provided and to engage and increase participation by underrepresented groups, reflecting the demographics of Reading.
- 1.12 This report introduces a presentation by Greenwich Leisure Limited, which will inform the Committee in more detail of the services that are being delivered, their impact, and progress of the works described above.

2. Policy Context

- 2.1 The government's recent consultation on the NHS 10 Year Health Plan is part of the government's health mission to build a health service fit for the future. Two of the three proposed shifts, moving more care from hospitals to communities and focusing on preventing sickness, not just treating it, provide the greatest potential opportunity for the leisure offer in Reading to support this shift to preventative healthcare.
- 2.2 Similarly, the Government's White Paper Get Britain Working also focuses on tackling economic inactivity caused by ill health and has as one of its priorities improving the health of the population, which will enable more people to stay in and thrive at work. The Paper

specifically references that sports, arts and culture are crucial to all young people having the opportunity to thrive.

- 2.3 Uniting the Movement is Sport England's 10-year vision to transform lives and communities through sport and physical activity and seeks to tackle the embedded inequalities in sport and physical activity.
- 2.4 The recommendation from the Chief Medical Officer remains in general, the more time spent being physically active, the greater the health benefits¹. Local government, their partners, community organisations and the private sector all have a significant part to play in achieving these outcomes.
- 2.5 The leisure contract service specification and wider work of the Council relating to increasing physical activity levels is well positioned to respond to these shifts, being outcome focused and targeted to those in most need.
- 2.6 The Council's leisure contract service specification within the GLL leisure contract defines target indicators and performance measures to deliver against the following outcomes.
 - Improving health and wellbeing and reducing health inequalities
 - Providing local economic benefit
 - Ensuring local people have the skills to prosper
 - Supporting safe and inclusive neighbourhoods
 - Promoting community cohesion
 - Educating, protecting and providing opportunities for young people
 - Supporting and caring for vulnerable adults and older people
 - Providing high quality services
 - Sustainability/ environmental improvements.

The contract continues to deliver against these outcomes in a variety of ways.

3. Performance January 2024 – December 2024

- 3.1 Greenwich Leisure Ltd have operated the Council's leisure centres since 1st July 2021. Included within the contract is the operation of existing facilities and the design, build and operation of a new leisure centre and facilities at Rivermead and Palmer Park Leisure Centre and Stadium respectively. Significant refurbishment has been undertaken at both Meadway and South Reading Centres over the last two years.
- 3.2 The investments at Meadway and South Reading have improved these facilities to a good standard. The new and improved leisure facilities have welcomed over 1,000,000 visitors in 2024. Following the extension of facilities at Palmer Park, there has been a threefold increase in the number of memberships, five-fold increase in health referral course participation, and the development of a range of targeted fitness facilities/activities running everyday serving people less likely to access mainstream facilities.
- 3.3 The Council's £40m investment into leisure centres is reflected in the year-by-year increase in resident satisfaction in sport and leisure services since the contract started.

Question	2021		2022		2023		2024		LGA June 2024	
	Satisfied	Dis-Satisfied	Satisfied	Dis-satisfied	Satisfied	Dis-satisfied	Satisfied	Dis-satisfied	Satisfied	Dissatisfied
Sport and leisure services	41%	25%	51%	23%	62%	15%	63%	15%	56%	14%

- 3.4 The new swimming pools and splash pad at Rivermead Leisure Centre opened in June 2024, 12-months later than planned due to delays the building contractor experienced in obtaining necessary licences from the Environment Agency.
- 3.5 GLL extended the free-swimming sessions for seniors (aged 60+) by an additional 12 months in June 2024, resulting in over 3,600 recorded swims during this period. GLL has now agreed to further extend the programme for another 12 months, starting in June 2025.
- 3.6 The investment into the leisure centres reflects the Council's recognition that the provision of suitable and accessible leisure facilities underpins increased participation in sports and physical activity, and supports the delivery of the social and economic benefits that can be attributed to an active community.
- 3.7 Visits (participants in activity) are now exceeding one million per year to the borough's four leisure centres reflecting the investment and improvements made, and aligns with the Council's wider policies and priorities, including public health objectives and tackling health inequalities.
- 3.8 In addition to growing attendance, another core element of the contract is the introduction of effectively targeted activities to improve participation in physical activity and health for key groups of Reading's communities - the Healthwise programme. As part of this process the Council has been working collaboratively to better define health programme targets to increase the numbers of people attending, and the quality of targeted activities being provided. These targeted activities include, adult weight management, cardiac rehab, falls prevention, cardio rehabilitation, and physical activity referral services.
- 3.9 GLL have focused on the following areas to increase engagement and retention in the Healthwise programmes:
- Increase participation in physical activity and reduce obesity in the local population.
 - Educate participants on healthy eating habits and sustainable weight management.
 - Foster a sense of community through group activities and social support.
 - Enhance mental well-being by providing a positive outlet for stress and anxiety
- 3.10 More people are attending targeted services; the focus is now moving towards ensuring that people continue to participate in physical activity and adopt healthy lifestyles after the initial 12-week programmes. GLL continue to analyse data to ensure that the services are being tailored to benefit those in most need, maximise the use of resources and reach, and identify and mitigate barriers to participation as this service is extended. GLL expanded the Healthwise team this year extending the numbers being engaged and breadth of service beyond the contract requirements but within the agreed contract sum.
- 3.11 More detail on the numbers being engaged and range of services is provided within the GLL presentation.
- 3.12 In addition to using Quest Quality Assurance, and beyond the initial contract specification, the Council undertake a programme of regular contract monitoring and inspections of all four sites looking at but not limited to:
- cleanliness,
 - service delivery,
 - maintenance,
 - housekeeping,
 - customer service,
 - staffing.
- 3.13 The team conduct ad-hoc inspections accompanied by a manager from GLL. This highlights any issues and areas for improvement. Issues are formally reported to GLL who must

rectify them within a specified timeframe. There has been a constructive approach by GLL to inspections of Centres, with the contract quality target of 80% being met in 2024.



3.14 An Outcomes Scorecard is now completed by GLL on a quarterly basis. This balanced scorecard sets out a series of key performance target indicators linked to the authority's outcomes and identifies primary performance measures and score banding based on a RAG (Red, Amber, Green) rating system, scores, supporting commentary and action plan points. The Outcomes cover the following:

- User Perspective
- Internal Business Process
- Continuous Improvement
- Financial

3.15 GLL achieved 90% in the last quarter (January – March 2025) scoring particularly well in areas such as improving health and wellbeing and reducing health inequalities, promoting community cohesion, providing high quality services and supporting and caring for vulnerable adults & older people. The areas for minor improvement and/or development include supporting safe and inclusive neighbourhoods and providing local economic benefit. The score card provides a quantitative measure of performance; it will provide a good measure of how service is changing from through time and help identify areas of strength and weakness rather than being an absolute measure of service delivery.

3.16 GLL operated the paddling pool at Christchurch Meadows from Saturday 25 May for 15 weeks, closing on Sunday 8 September 2024. This was a week longer than the previous year in 2023 reflecting demand experienced last year.

3.17 The opening and commissioning work for the start of the season were challenging due to the need to replace the main electric cable that runs under Christchurch Meadows. A generator had to be hired for the commissioning works to take place ahead of the season starting. Specialist contractors and qualified GLL staff were used throughout the season to ensure the continued operation of the pool and equipment.

3.18 Despite the challenging start, an estimated of more than 50,000 visits to the paddling pool in its 100th year.

3.19 As part of the contract with GLL much of the first floor of South Reading Leisure Centre is let through a sub-lease to Reading Football Club Community Trust (RFCCT) to deliver a range of activities for young people in need. As well as providing much needed space, access to the leisure facilities during the day is also provided.

3.20 In 2024 RFCCT had a successful first year at the Centre delivering a range of social inclusion initiatives for young people where mainstream education services are unable to meet their social and educational needs. RFCCT engaged with 1,280 young people through the Premier League Kicks programme in the last academic year. 899 of these were retained in the programme beyond September. The service is predominantly used by Reading residents, but is aimed at the football club/Trust's catchment.

3.21 Overall, GLL have made significant strides in 2024:

- Over 1,000,000 visitors to the centres
- Contributing to increasing Reading's adult physical activity levels by 3% to 71% based on the previous year. (Active Lives Survey November 2024)
- Increasing their social value impact. (This is expanded within the GLL Annual Performance presentation.)

The following priorities have been identified for the partnership to focus on in 2025/26:

- Increase physical activity, reduce obesity and widen participation in the local population.
- Educate participants on healthy eating habits and sustainable weight management.
- Foster a sense of community through group activities and social support.
- Enhance mental well-being by providing a positive outlet for stress and anxiety.
- Financial sustainability.

3.22 Active Lives reports are research publications produced by Sport England (SE), which provide detailed insights into physical activity and sports participation across England. They are designed to track changes in activity levels over time and support policymakers, organisations, and communities in making informed decisions to promote physical activity.

SE releases two main reports annually. The Active Lives Adult Survey (focuses on adults aged 16 and older) and The Active Lives Children and Young People Survey (focuses on young people aged 5 to 16.)

The reports classify individuals into categories based on their activity levels:

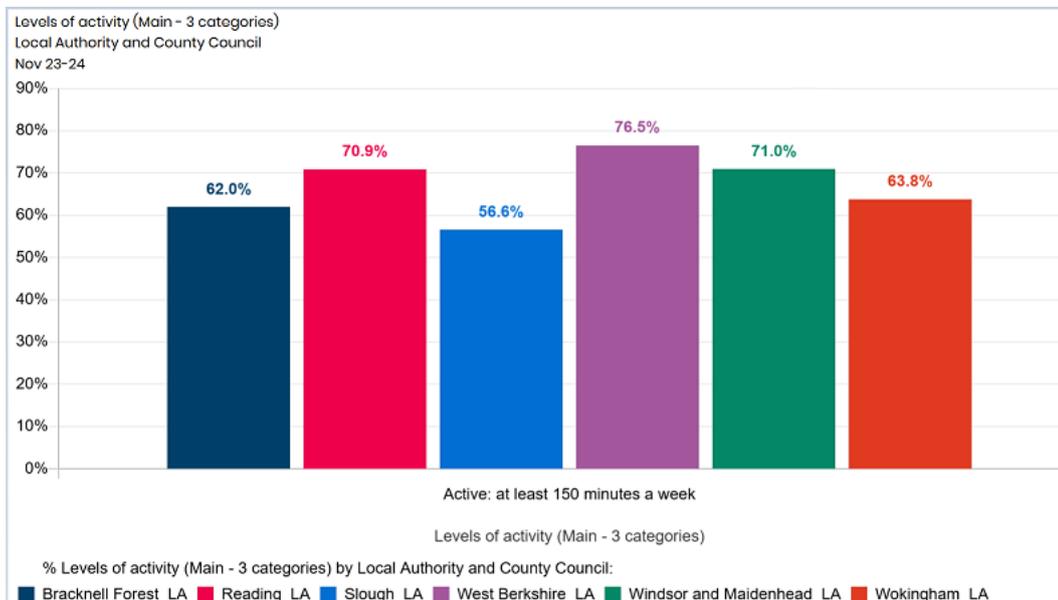
Active: 150+ minutes of moderate physical activity per week.

Fairly Active: 30–149 minutes of moderate activity per week.

Inactive: Less than 30 minutes of moderate activity per week.

The latest SE report (dated November 2023–24) highlights in England, 63.7% of adults are achieving the recommended minimum of 150 minutes of physical activity each week.

Reading performs better, with 70.9% of adults reportedly active - an increase of 2.9% on the previous year.



3.23 Craig Woodward, Partnership Manager and Steph Smith, Area Community Sports Manager from GLL will present to the Committee progress made in the key streams of the leisure contract including:

- Leisure Centre Improvements
- Usage Levels
- Community Engagement
- Energy & Environment
- Targeted Health Activities

4. Contribution to Strategic Aims

The council has identified five key themes within its new corporate plan, all of which the leisure contract contributes to all.

4.1. Promote more equal communities in Reading.

4.1.1. Specific programmes within the Leisure Centres are designed and delivered to enhance access to facilities for underrepresented sections of the community and those who would benefit most from using them. These include initiatives such as;

- Healthwise programmes to improve health and reduce risk of illness of these at risk
- Out-reach activities in community centres
- Free or subsidised use
- Broad range of activities meeting a variety of needs and interests.

This is described in more detail with GLL's presentation that this report introduces.

4.2. Secure Reading's economic and cultural success.

4.2.1. The significant uplift in the quality of facilities is delivering attractive, affordable, and accessible services that enhance the physical and mental health of Borough residents. This is achieved through participation in a wide range of activities that reflect people's backgrounds and interests.

4.2.2. The provision of high-quality services makes Reading an attractive place to move to and stay. Retaining a skilled workforce supports the town's economic success.

- 4.2.3. Included in the contract with GLL are initiatives such as employing local people and contractors, as well as training schemes to improve the skills of employees, prospective employees, and volunteers.

4.3. Deliver a sustainable and healthy environment and reduce Reading's carbon footprint

- 4.3.1. As identified in the Environment and Climate section below, increased energy efficiency and decarbonisation are being delivered through the transformation programme of facilities.

4.4. Safeguard and support the health and wellbeing of Reading's adults and children

- 4.4.1. The number of people in Reading participating in physical activity has grown. One of the outcomes of the contract with GLL is an increase in these participation levels. Section 2 of this report identifies clear links between physical activity and health.
- 4.4.2. Within GLL's presentation, several programmes are identified with specific health-related improvement outcomes, such as adult weight management, falls prevention, and supported membership packages.
- 4.4.3. Poor -quality facilities are one of the biggest barriers to participation in physical activity. Investment in the council's facilities has led to a more than twofold increase in visits.
- 4.4.4. Other initiatives, such as Make Every Contact Count and dementia-friendly training and audits, are integrated into everyday business operations.

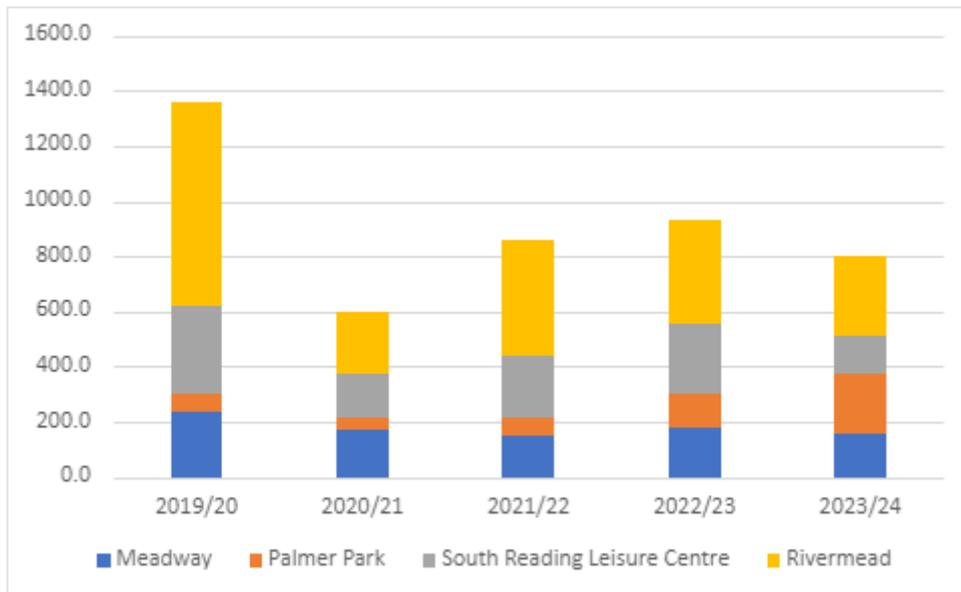
4.5. Ensure Reading Borough Council is fit for the future

- 4.5.1. The leisure contract runs until 2046/47 and includes elements such as lifecycle maintenance to ensure the quality of facilities is maintained.
- 4.5.2. As the needs and demands for facilities evolve, there is expected to be flexibility to negotiate variations within the contract. Both the contractor and the Council will want this to ensure services remain relevant and popular, supporting the contractor in achieving its targets and necessary income while also ensuring attendance numbers for health-related programmes meet their goals.
- 4.5.3. The inclusion of profit-sharing clauses further incentivises all parties to adapt services to meet evolving demands.

5. Environmental and Climate Implications

- 5.1. The Council declared a Climate Emergency at its meeting on 26 February 2019
- 5.2. The emissions from leisure facilities are reported in the Council's 'wider influence' emissions dataset and represent a significant source of emissions within Reading. As such, to ensure continued improvements within its scope of influence, RBC has invested heavily in energy efficiency, decarbonisation and renewable energy generation within the leisure facilities, all of which will support the reduction of the carbon emissions from the operations. The year 2023/24 was the first full year of operation of the larger and greatly improved facilities at Palmer Park Sports Stadium. This facility predictably had a parallel increase in energy use in 2023/24.
- 5.3. On the other hand, the other facilities had some periods of closure, whilst the new Rivermead facilities opened in 2023 (dry side). The carbon emissions from the leisure facilities are now 40% lower when comparing against the last pre-Covid year, 2019/20, which is a more meaningful comparison, (see figure 1). The leisure centre offer in Reading has been greatly enhanced and expanded and has reduced emissions at the same time. With the full Rivermead facilities opening in 2024/25 (the wet facilities opened in July 2024), a fuller representation of the carbon footprint of the leisure centres will be seen in

future years. With the investment in energy efficient, low carbon and renewable technologies, it is anticipated that the new facilities will be much more energy efficient than the pre-covid service. At the time of writing this report the 2024/25 emission data was not available.



Comparison of Leisure Centre emissions 2019/20 to 2023/24

6. Community Engagement

6.1 GLL within their presentation will outline how they are engaging with key partners, users and clubs, and how they intend to tackle known inequalities and barriers to access.

7. Equality Implications

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 (EqIA) is not relevant to the decision.

8. Other Relevant Considerations

8.1. None for this report.

9. Legal Implications

9.1. There are no legal implications arising from this report.

10. Financial Implications

10.1 Since the start of the contract in 2021, the management fee for running the leisure centres has been a payment from the Council to GLL, in 2023/24 this was around £0.600m. From 2024/25 the base management fee started to become a payment to the Council from GLL, eventually rising to over £1.05m in 2026/27. The payments are subject to fluctuations due to inflation and the impacts of utility price rises which the Council is responsible for under the contract. There is also provision for profit share as and when the contract financial performance increases above predicted.

10.2 There are no direct financial implications from this report, further financial modelling continues to be undertaken as part of the budget monitoring and the budget setting processes for 2026/2027 and beyond to reflect latest assumptions on inflation and utilities costs.

10.3 Steve MacDonald, Strategic Finance Business Partner, has cleared the Financial Implications in this report.

11. Timetable for Implementation

11.1 A large part of the leisure centre refurbishment programme has been completed.

11.2 Palmer Park Sports Stadium track improvements commenced in April and are due for completion July 2025.

11.3 The Paddling Pool at Christchurch was handed over to GLL in April 2025 ahead of the summer season. The paddling pool is scheduled to open on Saturday 24th May 2025 and it will be managed and maintained by GLL until the end of the season in September 2025.

12 Background Papers

12.1 None.

Housing, Neighbourhoods and Leisure Committee



Reading
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09 July 2025

Title	RBC Landlord Services Performance Report – Year End Update 2024/25
Purpose of the report	To note the report for information
Report status	Public report
Executive Director/ Statutory Officer Commissioning Report	Melissa Wise, Executive Director Communities & Adult Social Care
Report author	Natalie Waters - Interim Assistant Director for Housing Landlord Services
Lead Councillor	Cllr Matt Yeo, Lead Councillor for Housing and Communities
Council priority	Secure Reading's economic & cultural success
Recommendations	1. That Housing, Neighbourhoods and Leisure Committee note the Year End position for the Housing Landlord Service Performance for 2024-25.

1. Executive Summary

- 1.1. The Council's 5-year Housing Strategy was adopted by Policy Committee in September 2020. The vision for the strategy is "For all our residents to have the opportunity to live in a good quality sustainable home they can afford within a thriving neighbourhood." Key to this is the supply of accommodation, the quality of accommodation and neighbourhoods and the support available to residents within their communities.
- 1.2. This report provides an update on Housing Landlord Service performance and key achievements delivered within the 2024-2025 financial year.

2. Policy Context

- 2.1. This report outlines how Reading's Housing Landlord Service is delivering against the strategic objective of the Social Housing (Regulation) Act 2023, to deliver improved outcomes for current and future tenants of social housing against the following five consumer standards:
 - Safety and Quality Standard
 - Neighbourhood and Community Standard
 - Transparency, Influence and Accountability (including Tenant Satisfaction Measures)
 - Tenancy Standard
- 2.2. As part of these new standards, housing providers are required to ensure that performance is reported transparently and subject to robust oversight through their

established governance structures. In line with our commitment to meeting these Regulator Standards, this report is presented to the HNL Committee to provide clear insight into performance, support informed scrutiny, challenge, and strategic discussion.

Service Improvement Plan

- 2.3. Following the outcome of the Council's Regulator of Social Housing Inspection published in April 2025 the service is updating its existing improvement plan entitled 'Building Communities, Empowering Lives Improvement Plan' to fully address the findings of the inspection process and agree priority areas for rapid improvement with the Regulator.
- 2.4. The service is meeting with the Regulator of Social Housing throughout June and July to finalise the priorities, agree milestones and realistic timescales to ensure sustainable improvements are made. Thereafter the service will engage in monthly meetings with the Regulator to monitor progress. The Committee will receive progress highlight reports on an ongoing basis.
- 2.5. In the meantime, the Service continues to deliver against its existing improvement plan with progress made in the follow areas as per deadlines set.

3. The Proposal

Quality & Safety Standard - Housing Repairs

- 3.1. The improvement plan for Repairs and Property services focuses on 10 key workstreams. Four working groups have been established to oversee the workstreams and fortnightly operational meetings monitor and track progress against the plan. Quarterly updates are presented to a dedicated Oversight Board alongside updates to this Committee.
- 3.2. Updates for each workstream up to the end of May are noted below:

1. Transition of service to Directorate of Communities and Adult Social Care

The service has been formally moved into a new Directorate on the back of a staff consultation. The outcome has been communicated to staff and staff moved across on the 12th May 2025. This action is now complete.

2. Embedding culture change

Culture workshops were delivered to all supervisors and managers at the end of April. Follow up sessions scheduled every 6 weeks over the coming months have been arranged to target the key themes of feedback, including staff retention, bullying and harassment and environment in the office.

3. Review of Roles, Responsibilities & Operating Model

This end-to-end review has been planned into phases which is team based, with an initial focus on the back office and senior management roles with the aim to be completed within 12 months, to ensure roles and responsibilities are clear with accurate job descriptions.

4. Recruitment & Retention

A dedicated resource has been assigned to support the delivery of the recently developed recruitment strategy. Key focus areas for the strategy including targeted campaigns, community engagement and events, referral and applicant pipeline. The service recognises the importance of apprenticeships to build and develop our internal resource and currently has 10 apprenticeship posts within the establishment with 8 in post, and 2 within the recruitment process. Alongside this, priorities have been established to work on retention including a review of the induction check list, skills test and addressing barriers.

5. Procurement

There are 12 contracts on the priority one list of contracts and good progress being made. The service will need to be flexible with this pipeline and adjust for any changes. The Fire Compliance contract has been out to tender and clarification questions are now being

responded to. The next 3 contracts, Pest Control, Scaffolding and Gas Boiler Installations, are being checked by Procurement and will then be published for tender.

6. IT System Usage

All trade operatives received NEC Mobile refresher training at the end of March which covered the basics of NEC-Mobile use, recurring user errors and issues, and reset expectations. Reports are being created to highlight if trade operatives are still struggling and ensuring the correct information is being captured.

Back-office support staff refresher training has been split into three distinct groups, covering Voids, Planned and Reactive Repairs, to account for the slight differences in the team's use of the system.

Voids team training is complete, and refresher training for Planned and Reactive Repairs is scheduled.

Following refresher training, guides will be circulated to ensure everyone is following the agreed and expected processes within the system from job creation, job management and closure. We expect this to help reduce jobs ending up in the planning queue, contributing to the Work In Progress numbers, as well as preventing duplicate jobs being created, and closed incorrectly.

In this last reporting period, we have had an NEC Mobile and Scheduler health check with an NEC consultant, looking at best practices and highlighting any issues. We are waiting for the report which will highlight the next steps.

7. Closure of Wokingham Borough Council Contract

Notice has been given, and the contract will end on 16th June. Operational meetings are held fortnightly. The Council are sharing information with the new service provider and planned staff consultation has commenced.

8. Contract Management

A dedicated contract manager has been appointed, and started at the beginning of April, to manage the two largest contracts; Planned & Voids and Reactive Repairs contract.

In the last reporting period, the contractor for Planned and Voids works has given the required 13-week contractual notice, which runs to mid-July. Plans are moving forward, with support from procurement to secure a new contractor.

9. Policies, Procedures and Processes

All required policies and procedures have been produced to a standardised template, and are under review by sub-working groups, with subject matter experts. Once finalised, these will be processed for sign off via the appropriate channels for adoption.

Alongside the policies, process mapping across Property Services and Repairs is underway, covering 32 processes in total. Mapping workshops have been carried out or are scheduled for 14 of the required processes before the end of May, with all expected to be completed by the end of August 2025.

10. Damp & Mould

Fortnightly case reviews have been embedded into operational practice, supported by ongoing collaboration with the Repairs service. This structured approach has resulted in a notable improvement, with the oldest open case now dating from May 2023—an advancement from the previously reported position of December 2022. These reviews also ensure that any remedial works related to Damp and Mould are promptly identified and prioritised.

To ensure readiness for the forthcoming legislative changes under Awaab's Law, anticipated to take effect in October 2025, strategic monthly meetings have been established. These sessions are focused on aligning service delivery with the new statutory requirements, ensuring full compliance and proactive implementation.

3.3. Performance against the Key Performance Indicators for the Repairs & Property Services Improvement Plan is presented below:

Ref	Description	Target	Feb-25	Mar-25	Apr-25
Procurement					
CIP01	Number of priority 1 contracts awarded (12 identified as priority 1)	12	4	5	5
CIP02	Number of priority 1 contracts not awarded but in progress		7	5	5
CIP03	Number of priority 2 contracts in progress (12 identified as priority 2)	12	2	2	2
Policies & Procedures					
CIP04	Number of required policies drafted and in review	13	8	8	13
CIP04A	Number of required policies signed off and available centrally		0	0	0
CIP05	Number of required business processes documented	32	2	7	9
Staffing (Recruitment)					
CIP06	Percentage of vacancies against the establishment - Repairs only		22.61	20.4	20.4
CIP06A	Number of vacancies against the establishment - Repairs only (total 113 posts)		26	23	23
CIP07	Percentage of vacancies against the establishment - Property Services Back Office		30.77	34.2	34.2
CIP07A	Number of vacancies within the establishment - Property Services Back Office (out of 38 posts)		12	13	13
CIP08	Percentage of vacancies against the whole establishment		24.68	23.8	23.8

CIP08A	Number of vacancies within the establishment - Total (out of 151 posts)		38	36	36
Repairs Performance KPIs					
CIP09A	Outstanding Repairs (WIP)	1000	2617	3370	4050 ¹
CIP09B	Overdue Repairs (out of timescale) ²	350	1600	1890	2300
CIP10	Customer satisfaction (%)	90	78.94	81.88	83.76
CIP11	Repairs completed within timescale (all priorities)	90	78.94%	74.23%	85.70%
CIP12	Emergency repairs completed within timescale (3 hours)	95	76.74%	80.18%	91.29%
CIP13	Urgent repairs completed within timescale (2 working days)	95	59.89%	41.86%	48.67% ³
CIP14	Routine repairs completed within timescale (15 working days)	90	79.84%	77.85%	91.39%
CFC Call Volume Data					
CIP15	Number of repairs calls received by CFC		2682	2380	2167
CIP16	Percentage of repairs calls answered		56.0%	58.9%	70.1%
CIP17	Average wait time (HH:MM:SS)		00:41:51	00:40:41	00:24:44
HR KPIs					
CIP18	Number of long term sickness absences (over 20 consecutive days)		3	2	3
CIP19	Percentage of RTW interviews completed	100	77	100	91

3.4. The performance KPIs for April saw an improvement on the last period for almost all measures, with the performance indicator for repairs completed on time increasing from 74.2% to 85.7% and a significant improvement seen for emergency repairs completed on time, jumping from 80.18% to 91.29%

¹ see point 3.5 of the report for further narrative on this.

² Figures shown are less approx. 1000 duplicate jobs or works completed not yet shut down.

³ See point 3.5 of the report for further narrative on this

- 3.5. Attention has been focused on improving the urgent repairs completed on time, which had dropped in the last period to 41.8%. For April, this has improved to 48.67% and we expect this to continue to increase through the data cleansing exercise the teams are carrying out to work through the repairs backlog to clear down works that have already been completed together with work orders that have been raised to process contractor work which has caused duplication. Through process mapping it has been determined that this duplication was due to incorrect processes being followed, and this has since been rectified. The next piece of work is to close those duplicated orders in the system, which the temporary TSO staff will be doing over the coming months
- 3.6. Four new temporary (6 months) Technical Support Officers have joined the back office, and this has had a positive impact on the performance of KPIs including managing throughput of jobs with the aim of reducing the WIP. Further interviews are planned for the coming weeks for an additional TSO resource.

Quality & Safety - Decent Homes

- 3.7. As part of our strategic objective to gain a comprehensive understanding of the condition of our housing stock and to ensure we meet our commitment of getting behind every door over the next 12 months, we initiated a large-scale stock condition survey in February 2025
- 3.8. The survey has been commissioned from Ridge & Partners LLP. The first phase covers 2,300 properties. The primary aim is to provide robust, up-to-date data on the condition of our homes, which will inform future investment planning and compliance with Decent Homes standards.
- 3.9. To ensure Tenants were informed and prepared for the surveys, introductory letters were sent to all households included in the first phase. These letters outlined the purpose of the surveys, introduced Ridge & Partners LLP as our appointed contractor, and provided details on what Tenants could expect during the visit
- 3.10. To date, Ridge & Partners have successfully completed approximately 900 surveys. An additional 600 properties have been allocated to surveyors and are scheduled for completion in the coming weeks. There have been challenges in accessing properties and we have been working hard with tenants to help them understand the importance of these surveys.
- 3.11. While the initial rollout experienced some teething issues related to the quality and consistency of the data received, these have been addressed promptly. We implemented additional training sessions for surveyors and established a regular communication protocol with Ridge & Partners LLP to ensure ongoing quality assurance.
- 3.12. Regular progress meetings are being held with Ridge & Partners LLP to monitor delivery against milestones, address any emerging issues, and ensure alignment with our strategic objectives. An update on the progress made and outcomes of the surveys being completed will be brought back to the next HNL committee.
- 3.13. A number of key themes that require works have been identified from the new surveys carried out together with those that have already been completed, which includes the replacement of windows, front doors, pitch and flat roofs together with remedial works that are required to external wall finishes and chimneys. We are currently in the process of drafting several programmes of works with the aim of completing these works in this financial year.

Transparency Influence & Accountability – Complaints & Housing Ombudsman

- 3.14. The Housing Ombudsman's Complaints Handling Code (CHC) for all Social Landlords requires the Landlord to report its performance in relation to complaints to a 'Governing Body' on an annual basis. In Reading the Complaints performance is reported to the

Housing Neighbourhoods and Leisure Committee 3 times per year in order to adhere to this requirement.

3.15. In 2024/25 the Housing & Communities Service (including repairs and maintenance) has received 526 complaints at Stage 1. There were also 47 requests for complaints to be escalated to Stage 2. The breakdown of the complaints and the comparison to the previous year is outlined in Table 1.

3.16. Table 1: Total number of complaints split by Area and compared to the previous year:

Area	2024-25		2023-24	
	Number	Percentage	Number	Percentage
Community Partnerships	9	1.7%	9	2%
Housing Needs	105	20.0%	62	17%
Property Development	2	0.4%	5	1%
Sheltered Housing	1	0.2%	4	1%
Strategic Housing	1	0.2%	0	0%
Tenant Services	65	12.4%	83	22%
Repairs & Property Services	342	65.0%	209	56%
Private Sector Housing (Adaptations)	1	0.2%	0	0%
Total	526	100%	372	100%

3.17. There has been a significant increase in the number of complaints received in 2024-25 compared to 2023-24, the most significant of which are in Housing Needs and the Repairs Service (43 and 133 respectively). The increase within Housing Needs is attributable to initial problems associated with implementation of the new Housing Online System which have since been resolved. The increase relating to repairs stems from the lack of capacity, difficulties in staff recruitment and challenges in procuring and mobilising appropriate contractors has impacted on our ability to complete jobs in a timely way.

3.18. Of the 526 complaints received during this period, 414 have been responded to and the outcomes are listed in the table below. These figures will not add up to the total received during this period as there are complaints that are in the process of being investigated and remain open as the target times fall within the next reporting period.

Table 2 Outcome of complaint in year and compared to 2023/24:

Outcome	2024-25		2023-24	
	Number	Percentage	Number	Percentage
Upheld	250	60%	162	44%
Partially Upheld	37	9%	45	12%
Not upheld	66	16%	126	34%
No Outcome	23	6%	23	6%
Multiple Outcomes	38	9%	16	4%
Total	526	100%	372	100%

3.19. In line with the number of complaints, the number of upheld decisions has also increased, rising from 162 in the previous year to 250 in 2024–25. A substantial proportion of these upheld complaints relate to the Repairs Service. The primary factors contributing to this increase include missed appointments and prolonged delays in

scheduling, both of which have resulted in justified tenant dissatisfaction, and subsequent upheld decisions.

- 3.20. The most common themes for the complaints are listed below, in decreasing order of quantities received:

2024-25	2023-24
Quality of service	Time taken to resolve issue
Failure to resolve issue	Quality of Service
Time taken to resolve issue	Failure to resolve issue
Communication	Communication

- 3.21. The top themes for complaints mirror those from 2023-24, the only difference being the numbers of complaint for each theme. As part of the Service Improvement Plan, and focus on learning from complaints, a full review of all upheld / partially upheld complaints is being completed to identify the specific themes where there has been service failures and dissatisfaction expressed and options to address those that are not already part of the Building Communities, Empowering Lives improvement plan.

- 3.22. During this period 54% of complaints were responded to within the required timescale as defined by the Housing Ombudsman, a decreased on the previous year of 2023-24 which was 65%.

The decline in response performance has been attributed to two key factors. Firstly, the implementation of the new Arcus system introduced a range of initial challenges, including system-related delays and a period of adjustment as teams adapted to new workflows. These early-stage issues significantly impacted the timely allocation and response to enquiries. Secondly, the volume of complaints, approximately 41% more than the previous year. Although both the Housing & Communities Team and the Customer Relations Team responded by deploying additional resources, the scale of incoming contacts has made it extremely challenging to consistently meet the revised response times.

- 3.23. The complaint statistics for Affinity (Reading) Ltd who manage 1248 units as part of the PFI arrangement are captured separately. The table below shows the performance for 2024-25, in comparison to 2023-24.

Complaints	2024-25		2023-24	
	Received	Responded in timescale	Received	Responded in timescale
Stage 1	10	80%	3	66%
Stage 2	2	50%	1	100%
Total	12	65%	4	83%

- 3.24. In response to the Regulator for Social Housing’s (RSH) recommendations work is progressing with Affinity to align the services tenants receive. This will include ensuring that complaints are formally recorded and responded to in accordance with the Housing Ombudsman’s Complaints Handling Code, rather than an informal estate-based approach. This work will be captured as part of the Service’s Strategic Improvement Plan.

- 3.25. The report brought to Committee in March 2025 outlined the results of all findings made by the Housing Ombudsman for the year 2023-24. At the time of writing this report the Council is waiting for the report of the findings made within 2024-2025. Once this is received the information will be shared with Committee as part of a future update.

Transparency Influence & Accountability - Tenant Satisfaction Survey & Tenant Satisfaction Measures

- 3.26. The service has no further updates to provide on the Tenant Satisfaction Measures or Tenant Satisfaction Measures at this time. This data set will be submitted to the Regulator for Social Housing as part of our annual return, and this is due by the end of June 2025. The details of this submission will be shared with Committee as part of the next update.
- 3.27. The service is currently preparing for the completion of the 2025-26 Tenant Satisfaction Survey, and in doing so we are reviewing best practices across the sector to understand if any changes need to be made from the current arrangement of this being completed in the Autumn / Early winter. Options are being considered to understand the best way to deliver this survey moving forward. The questions will remain the same as previous years, as well as the sampling approach, but options around timing and including additional surveys have been discussed and will be considered. These changes and approach will be brought as an update at the next Committee following the completion of the 2025-26 Tenant Satisfaction Survey

Transparency Influence & Accountability - Tenant Engagement Strategy 2025-30

- 3.28. The Tenant Engagement Strategy (TES) was formally approved by Committee at its meeting on March 11th 2025. The service is currently in the process of agreeing the Terms of Reference with the Tenant Voices Panel, which comprises the core group of engaged tenants. This will be in place by June 2025.
- 3.29. Training has been identified and prioritised in agreement with the Service, engaged tenants and partners, and the training offer is ready to be finalised ahead of the recruitment campaign, and will be in place by July.
- 3.30. The recruitment campaign to attract engaged tenants is currently being scoped, with the following phased approach:
- **June 2025:** Soft launch using existing engagement opportunities at community centres.
 - **July 2025:** Targeted outreach campaigns begin, focusing on underrepresented groups and areas with lower engagement. To include a Your Housing Special, and targeted messaging via social media channels and emails.
 - **Early September 2025:** A Housing Information Day is being planned for the end of the summer holidays to boost visibility of the Housing Services and encourage sign-up to either the Sounding Board or the Tenant Voices Panel either in person or digital membership. This is currently being scoped but will be held centrally and will be advertised in all housing publications, in the community centres and on social media channels.
 - **September / October 2025:** Review of the impact of the recruitment initiatives and onboarding of new participants into the new menu of options and training opportunities. This will be delivered throughout September & October to ensure a flexible offer to the new engaged tenants.
 - This timeline is designed to ensure a steady build-up of interest and participation, culminating in a strong start to the autumn engagement programme.

Transparency Influence & Accountability - Tenant Accessibility Policy 2025

- 3.31. The Tenant Accessibility Policy appears elsewhere on the agenda for this Committee

4. Contribution to Strategic Aims

- 4.1. The work of the Housing & Communities service contributes to the Council's Plan themes around:
- **Promote more equal communities in Reading** - by introducing new meaningful ways for our tenants to engage with and scrutinise the services they receive from Reading the Councils Housing & Communities Service, ensuring their voice is heard and represented
 - **Secure Reading's economic and cultural success** - by seeking to let contracts for major projects to contractors who provide a level of social value to the town including opportunities for education, skills and training
 - **Deliver a sustainable and healthy environment and reduce Reading's carbon footprint Environment** - by retrofitting existing homes with low carbon initiatives to improve thermal efficiency and ultimately contribute to Reading becoming a carbon neutral town by 2030
- 4.2. The programme of works to Council homes makes a difference to our residents by:
- Safeguarding and protecting those that are most vulnerable; and
 - Providing homes for those in most need.
- 4.3. The Housing & Communities service aspires to deliver a common purpose of 'supporting the life that matters to you'. This aims to ensure we tailor our services to meet the individual needs of our tenants. Ensuring our Council stock is safe, efficient and well maintained and we deliver fit for purpose and efficient Council services aligns with this ambition.

5. Environmental and Climate Implications

- 5.1. There are no environmental or climate implications as a result of this information report.

6. Community Engagement

- 6.1. The Housing Service has an engagement approach that enables consultation with tenants on a range of issues and through different means including, surveys, focus groups, a tenant scrutiny panel and formal consultation, the results of which drive service improvement.
- 6.2. Details of engagement with tenants via complaints and surveys is included in the body of the report alongside references to the planned improvements around tenant engagement.

7. Equality Implications

- 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. There are no proposed changes to services that will negatively impact on the way people access and experience services therefore there is no requirement for an Equality Impact Assessment for the purposes of this report.

8. Other Relevant Considerations

8.1. N/A

9. Legal Implications

9.1. The 2006 Decent Homes Standard is a government-set standard for council housing. The standard describes a Decent Home as one that is fit to live in, in a reasonable state of repair, having reasonably modern facilities and services, and being insulated to a reasonable standard and weatherproof. The standard was updated in 2006 to include the Housing Health and Safety Rating System (HHSRS).

9.2. In addition, work outlined in this report is covered by the following legislation, which gives councillors a flavour of the highly regulated nature of the Service:

- Landlord & Tenant Act 1985
- Social Housing (Regulations) Act 2023
- Housing Act 2004
- Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994
- Defective Premises Act 1972
- Commonhold & Leasehold Reform Act 2002
- Gas Safety (Installation and Use) Regulations 1998
- Management of Health and Safety at Work Regulations 1999
- Building Regulations Act 1984
- Health and Safety at Work Act 1974, Sections 2, 3 and 4
- Equality Act 2010
- HCA – The Regulatory Framework for Social Housing in England from April 2012
- Building Safety Act 2022
- Social Housing (Regulation) Act 2023

10. Financial Implications

10.1. There are no direct financial implications as a result of the information outlined in this report. The additional posts supporting the improvements in the service were previously agreed by Council in February 2025 as part of the Housing Revenue Account budget setting.

10.2. The Programme of Works for 2025-26 report was approved by this committee on the 11th March 2025, which included budgeted provision of circa £3.7 million to address the remedial works identified through the Decent Homes Surveys.

11. Timetable for Implementation

11.1. Not applicable.

12. Background Papers

12.1. There are none.

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Housing, Neighbourhoods and Leisure Committee

09 July 2025



Reading
Borough Council
Working better with you

Title	RBC Tenancy Agreement
Purpose of the report	To make a decision
Report status	Public report
Executive Director/ Statutory Officer Commissioning Report	Melissa Wise – Executive Director for Communities & Adult Social Care
Report author	Natalie Waters – Interim Assistant Director for Housing Landlord Services
Lead Councillor	Councillor Matt Yeo – Lead Councillor for Housing
Corporate priority	Thriving Communities
Recommendations	1. That the Housing, Neighbourhood & Leisure Committee approve the Final Tenancy Agreement for implementation with Tenants on 15 th September 2025, as outlined in Appendix 3 of this report.

1. Executive Summary

- 1.1. This report outlines proposed changes to the Council’s current tenancy agreement, which was last updated in 2016. The agreement is due for renewal in light of legal changes, sector-wide learning and best practice gathered from other local authorities, a full review has been undertaken resulting in this new Tenancy Agreement.
- 1.2. Consultation has been conducted to gather Tenant feedback on the revised Tenancy Agreement. We expect engagement will continue after the Agreement has been implemented and we will be clear with Tenants how they can engage with us.
- 1.3. As part of the review, the Housing Service were consulted to ensure that the revised Tenancy Agreement, attached at Appendix 3, reflects the operational needs of the service. This collaborative approach has ensured all key aspects of the Landlord functions are appropriately covered in the Agreement with all aspects in one place for the ease of our Tenants.
- 1.4. The proposed changes aim to better protect tenants and reflect modern expectations and responsibilities, particularly in areas such as Damp and Mould, tenancy fraud and gang-related activity. Importantly, the majority of the new requirements and responsibilities fall on the Council as a Landlord, rather than the tenants themselves.

2. Policy Context

2.1. Regulatory Context of the Tenancy Agreement

The Tenancy Agreement is a fundamental component of the Council’s role as a social landlord, underpinning its tenancy management responsibilities and obligations to tenants. It serves not only as a legal contract but also as a key mechanism through which the Council delivers its housing services in accordance with national regulatory

and statutory requirements. Since the last review in 2016, significant changes have occurred within the Social Housing Sector.

In April 2024, the Regulator of Social Housing (RSH) introduced a revised set of Consumer Standards, which all registered providers of social housing must comply with. Central to these is the Tenancy Standard, which sets out clear expectations for how tenancies are allocated, managed, sustained, and ended. The standard requires that:

- Tenancies must be allocated and let in a fair, transparent, and needs-based manner.
- Providers must support tenants to maintain their tenancies and avoid unnecessary evictions.
- Tenancy agreements must comply with all applicable statutory and legal requirements.

Providers must publish clear policies on tenancy types, terms, and the circumstances under which different tenancies are granted. These expectations are designed to ensure that social landlords act in a way that promotes tenancy sustainment, community stability, and the efficient use of housing stock.

2.2. Legal Policy Context

The tenancy agreement must also align with a range of statutory frameworks, including but not limited to:

- **The Housing Act 1985** and **Housing Act 1996**, which govern the rights and responsibilities of tenants and landlords in the social housing sector.
- **The Equality Act 2010**, ensuring that tenancy policies and practices do not discriminate and promote equality of opportunity.
- **The Rent Standard**, which regulates rent-setting to ensure affordability and fairness.

These legal frameworks collectively ensure that the Council's tenancy practices are lawful, equitable, and supportive of tenant wellbeing.

2.3. The Housing & Communities service aspires to deliver a common purpose of 'Supporting the life that matters to you'. This aims to ensure we tailor our services to meet the individual needs of our tenants together with aligning this with our corporate parenting responsibilities. This approach allows all tenants moving into our stock including those leaving either child or adult social care housing provisions to have the specific support they need to sustain their tenancies and thrive.

2.4. Purpose of the Revisions

The proposed revisions to the current Tenancy Agreement are necessary to:

- Ensure compliance with the updated regulatory framework and statutory obligations.
- Reflect best practice in tenancy management, including proactive support for tenants at risk of losing their homes.
- Support the Council's broader strategic objectives, including:
 - Tenancy sustainment: helping residents maintain stable housing.
 - Community safety: ensuring tenancies are managed in a way that promotes safe and cohesive neighbourhoods.
 - Housing standards: ensuring that tenancies are aligned with the Council's commitment to quality, well-managed homes.

3. The Proposal

- 3.1. It is essential that the Tenancy Agreement be revised and updated to reflect current legal requirements and best practice standards. Key high-level changes included within the revised Tenancy Agreement attached at Appendix 3 include:
- Tenancy Fraud – Now clarifies in more detail the responsibilities on tenants and the Council's position and enforcement powers around Tenancy Fraud. Section 20
 - CCTV and Surveillance – Introducing clear provisions relating to the use of CCTV and surveillance systems. This includes setting expectations around privacy and consent and the lawful use of monitoring equipment in communal areas or on properties. Section 13
 - Gangs and Serious Crime – Now clarifies in more detail the responsibilities of tenants and also strengthening provisions in order to protect households and communities from exploitation and anti-social behaviour. Section 14
 - Damp and mould – This newly added section clarifies the responsibilities of tenants, including how to report issues, as well as the landlord's duties to ensure tenant homes remain safe. It specifically addresses compliance with the requirements outlined in Awaab's Law. Section 6
 - Safety and compliance changes - Requirements arising from the Grenfell Fire Tragedy which require that Landlords improve safety, accountability, and transparency, which are reflected in the proposed changes. The matters outlined are addressed comprehensively throughout the majority of sections in Appendix 3, specifically in sections where health and safety risks arise. Examples include: ensuring fire escapes are not blocked, prohibition of tampering with fire safety equipment, preventing accumulation of rubbish in communal areas, allowing access for flushing water systems when tenants notify absence to prevent legionella, permitting access for essential servicing of utilities such as gas and electric, storing and charging of electric and battery-powered scooters.
- 3.2. These changes are designed to protect Tenants, uphold community safety and provide the Council with appropriate mechanisms to respond to evolving challenges. The updates place more responsibility on the Council as Landlord with minimal requirements placed on tenants themselves. We have incorporated specific clauses into the tenancy agreement to protect tenants and the wider community in relation to gang-related and criminal behaviour. This now explicitly includes cybercrime, exploitation and abuse of children and adults, drug dealing, and human trafficking. See appendix 1. These changes have also been drafted to ensure that Tenant rights are maintained while enabling the Council to act decisively and lawfully to protect residents and neighbourhoods.
- Pre delivery:**
- 3.3. Following the approval of the new Tenancy Agreement, we are preparing to deliver Notices of Variation to all Secure and Introductory Tenant's homes. This process is governed by the Housing Act 1985, which outlines the legal requirements for serving such notices.
- 3.4. A detailed plan is currently being developed to ensure the efficient delivery of documents by Ward over the designated delivery week. A dedicated delivery team has already been established to execute this process.
- 3.5. Each household will be hand delivered personalised Notices of Variation along with a copy of their new Tenancy Agreement during week commencing 11 August 2025. The variation terms will come into effect five weeks later, on 15 September 2025.
- 3.6. Staff members delivering the paperwork will complete internal documentation to confirm the delivery of each notice to each household, in accordance with the requirements of the Housing Act 1985. It is important to note that tenants are not required to sign the new agreements; the legal obligation is fulfilled by the serving of the notice itself.

- 3.7. Where translation needs are identified when notices are being prepared, both documents will be provided in the appropriate languages. Where specific language needs are not identified, straplines in our five most used languages will be included. This is to ensure that individuals who do require translation are aware that support is available and can be assisted in accessing translated versions as required.
- 3.8. For tenants with learning needs, staff will conduct face-to-face visits to ensure understanding of the variation terms.
- 3.9. Throughout July 2025, staff working with tenants will be issued with the new Tenancy Agreement to allow time for familiarisation with both its content and the revised format and flow. While the changes are not substantial, the updated Agreement aligns with current legislation, which Officers and teams are already familiar with, but this will ensure staff are fully informed of the order in which key provisions are presented, enabling them to support tenants effectively and respond to any queries with confidence.
- 3.10. Where changes affect processes, for example, the new Agreement explicitly grants us the ability to access homes to carry out Electrical Installation Condition Reports (EICRs), which was not clearly possible under the previous version, operational procedures will be reviewed and amended by teams to ensure compliance and clarity. Please note there are no changes to the current gas process.
- 3.11. There is no requirement for system changes at this time, as the existing systems already provide the necessary functionality to support the effective delivery of our responsibilities.

Post delivery

- 3.12. Additional post-implementation drop-in sessions will be held to provide tenants with further opportunities to ask questions and seek support. Sessions have been scheduled to take place weekly at the 4 Housing owned Community Centres and all Sheltered Housing units between 13 August 2025 and 11 September 2025 to offer tenants this opportunity.
- 3.13. Following this period, tenants will continue to have the opportunity to ask questions and seek support through our regular Housing & Community surgeries, which are held monthly at each Housing-owned community centre and Sheltered Housing units. Additionally, tenants will retain ongoing access to support and information via existing communication channels which includes but not limited to email, phone call and face to face.
- 3.14. We will also be scheduling in briefings with our voluntary sector partners in late July 2025 to ensure they are advised on the final document and process of serving to ensure they can provide guidance to tenants that may contact them.
- 3.15. The planned approach to delivering the new Tenancy Agreements and Notices of Variation complies fully with legal requirements and incorporates measures to support tenant understanding and engagement.

4. Contribution to Strategic Aims

- 4.1. Implementing a new Tenancy Agreement will contribute significantly to the vision and priorities outlined in the Reading Council Plan 2025–2028, particularly under the priority to Secure Reading's Economic and Cultural Success ensuring high-quality, affordable housing and enhancing tenant satisfaction, which contributes to a stable, inclusive community and a thriving local economy.

This also contributes to the objective to deliver new energy efficient council homes and improve tenant satisfaction with social housing by clearly defining rights, responsibilities, and service standards, fostering transparency and stronger relationships between tenants and the Council.

5. Environmental and Climate Implications

- 5.1. Adopting the Tenancy Agreement will not have any environmental or climate impact or implications. However, enhanced tenancy enforcement may indirectly support the Council's goals of maintaining cleaner, safer living environments.

6. Community Engagement

- 6.1. A formal consultation process has been carried out:

- A Preliminary Notice of Variation (Appendix 2) and a summary of changes (Appendix 1) were sent by first-class post to all Secure and Introductory tenants, including those under Private Finance Initiative (PFI) arrangements, on 22nd April. Delivery was completed by 25th April. The documentation included full details of the proposed changes, and the Preliminary Variation Notice was served in accordance with the requirements of the Housing Act 1985.
- Local drop-in sessions were then held at Community Centres across the Borough to seek tenants' views on the proposals and offer support. These were held at Lyndhurst Road Community Centre 28th April and 1st May, Whitley Wood Community Centre 29th April & 6th May, Coley Park Community Centre 7th May & 8th May, and Hexham Road Community Centre 28th April & 30th April. 2 sessions were held at each centre; one in the day and one late afternoon early/evening over a period of 2 hours each.
- Community drop ins were also held locally at our Sheltered Housing sites for all tenants to access which took place every week from 25th April to 23rd May 2025 (four sessions held at each) at:
 - Bristow Court, Harley Rd, Caversham
 - 169 Corwen Rd, Tilehurst
 - 4 Liebenrood Rd, Reading
 - 10 Trinity Place, Reading
 - Social Room, 3, 11 Durham Close, Whitley
 - Christchurch Court, Christchurch Gardens, Whitley
 - Tyrrell Court, The Dell, Reading,
 - St Stephens Court, Rupert Street,
 - Weirside Court, Orts Road,
 - Woodlands Court, Howth Drive, Woodley,
- A dedicated email address was set up for feedback and support where around 20 tenants have contacted and been responded to.
- A telephone line was also monitored for feedback and support where around 6 tenants contacted and have been responded to.
- An online survey hosted on the Commonplace platform was used for feedback - 128 views have taken place with 10 responses.
- A handful of tenants also approached Citizens Advice for support too.

- 6.2. While feedback rates have been low, this is consistent with similar consultations. Experience suggests that engagement increases significantly once implementation begins.

- 6.3. The feedback that has been received during the consultation has been carefully considered in developing the final version of the Tenancy Agreement. The majority of the feedback has been in relation to the services offered or the operational delivery of them which are not relevant to the content of the Tenancy Agreement but have been picked up by the appropriate Housing Team. We have also received a few comments on whether the Tenancy Agreement will be available in different languages or braille, which we have made arrangements to facilitate once it is finalised and ready to be served. On this basis the feedback has made no material change to the proposed

Tenancy Agreement itself. Tenants have voted on their preferred design of the front cover, which will be used as the final design.

- 6.4. The consultation process lasted for just over 4 weeks and ended on 26 May 2025. As noted in 3.13-3.16 there will be ongoing opportunities for tenants to discuss the new Tenancy Agreement and its implementation.
- 6.5. As part of the consultation, Housing colleagues were also consulted to ensure the revised Tenancy Agreement reflects the operational needs of the service. This collaborative approach has ensured all key aspects of the landlord function are appropriately covered.

7. Equality Implications

- 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. There are no proposed changes to services that will negatively impact on the way people access and experience services therefore there is no requirement for an Equality Impact Assessment for the purposes of this report.

8. Other Relevant Considerations

- 8.1. There are no other relevant considerations.

9. Legal Implications

- 9.1. The Regulator for Social Housing has set out its requirements for Safety & Quality, Transparency, Influence and Accountability, Tenancy and Neighbourhood & Community Standards. The Agreement covers the Council's requirements to meet these standards.
- 9.2. In addition, work and opportunities delivered within this Tenancy Agreement covers the Council's requirements in the following legislation:
 - Landlord & Tenant Act 1985
 - Social Housing (Regulations) Act 2023
 - Housing Act 2004
 - Equality Act 2010
 - HCA – the Regulatory Framework for Social Housing in England from April 2012
 - Building Safety Act 2022
 - Social Housing (Regulation) Act 2023
- 9.3. The Council's Senior Housing Solicitor; Georgina Tully has had significant input to ensure that the changes are fully compliant with the relevant legislation and has signed off the final version.

10. Financial Implications

- 10.1. All known costs associated with the implementation of the Tenancy Agreement are accounted for within the existing Housing Revenue Account budget.

10.2. Whilst it is not anticipated there will be any additional staffing requirements or additional costs to meet the enhanced landlord responsibilities, resources will be considered post implementation. If necessary, a Business Case would be submitted as part of the HRA 30 Year business plan workings through the usual annual Budget Setting process

11. Timetable for Implementation

- 11.1. Throughout July 2025, staff will be issued with the new Tenancy Agreement.
- 11.2. End of July 2025 our Voluntary Sector partners will be briefed.
- 11.3. Week commencing 11 August 2025, Hand delivery of the new Tenancy agreement and Notice of Variation will be served to all households.
- 11.4. Drop ins post-delivery will be held weekly from 13 August 2025 to 11 September 2025.
- 11.5. Final version comes into effect 15 September 2025.
- 11.6. The Agreement will be reviewed next in 2028.

12. Background Papers

- 12.1. There are none.

Appendices

- 1. Summary of changes**
- 2. Preliminary Notice of Variation**
- 3. New Tenancy Agreement**

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Reading
Borough Council

Working better with you

LANDLORD PRELIMINARY NOTICE OF VARIATION OF TERMS OF SECURE AND INTRODUCTORY TENANCIES

Preliminary Notice of Variation

Section 103 of the Housing Act 1985 (as amended)

Under the Housing Act 1985, Reading Borough Council has the right to change the terms and conditions of your Tenancy Agreement by serving a Notice of Variation.

We are now giving you formal notice that we are intending to serve a Notice of Variation to change the terms and conditions of your current Tenancy Agreement later this year.

Why are the changes needed?

Reading Borough Council has not had a major review of the terms and conditions of your Tenancy Agreement since 2016. During that period of time, there has been changes in Housing legislation and responsibilities for both tenant and landlord have been introduced.

In addition, there have also been lifestyle and other changes that have meant some of the clauses in the current Tenancy Agreement have had to be strengthened or added in order to make them more effective. The lifestyle changes have also meant that additional new clauses to the Tenancy Agreement are required to strengthen both landlord and tenant rights and responsibilities.

We have also looked at the layout of the current Tenancy Agreement and changed the way it looks and the order in which it reads. We have tried to make the wording of the clauses in the new Agreement as easy to read and understand as possible.

This Preliminary Notice of Variation outlines all of the changes we propose to make to the Tenancy Agreement.

This Preliminary Notice details what the current Tenancy Agreement says and what it is proposed the new Tenancy Agreement will say. In addition, it includes information on the effects of the proposed variations.

In order to make it easier for you to see where existing clauses are proposed to be altered and because the layout of the new Tenancy Agreement is different to the current Tenancy Agreement we have listed the name of the various sections of the current Tenancy Agreement and the name of the section of the new Tenancy Agreement where these clauses (or proposed new/similar clauses) can be found.

What happens next?

You are entitled to comment on the proposed variations and we must consider your comments. The deadline for you to provide us with your comments and feedback, should you wish to do so, is 26th May 2025.

Please see the details set out on the covering letter to this Preliminary Notice for where to send your comments and feedback.

We will look at and consider all of the comments and feedback we receive and will then decide which changes we need to and still wish to make. We will then send out a formal 'Notice of Variation' to each tenant and the changes will become effective **four** weeks later.

The changes are listed below.

Current Tenancy Agreement	Proposed variation	Changes made	Its effect
INTRODUCTION	1 About your tenancy		
<p>What does this mean for you? This Tenancy Agreement sets out your rights and responsibilities as a tenant and those of the Council.</p>	<p>1.1 This Agreement is a legal contract that sets out your rights and responsibilities as a tenant and our rights and responsibilities as your landlord.</p>	Wording change	This has been reworded for ease of understanding. This change does not affect the rights or responsibilities of the tenant or the Council.
<p>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.</p>		Removed	None - not relevant to the tenancy agreement but all factsheets are available on the website
<p>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.</p>	<p>1.5 This Agreement does not give any rights or duties to anyone else.</p>	Wording change	This has been reworded for ease of understanding. This change does not affect the rights or responsibilities of the tenant or the Council.
<p>The Agreement is a legal contract that explains your rights and responsibilities as a tenant and our rights and responsibilities as your landlord.</p>	<p>1.1 This Agreement is a legal contract that sets out your rights and responsibilities as a tenant and our rights and responsibilities as your landlord.</p>	Wording change	This has been reworded for ease of understanding. This change does not affect the rights or responsibilities of the tenant or the Council.

<p>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.</p>	<p>1.3 Any references in this Agreement to legislation are references to legislations in place at the time of this agreement and as amended, extended, re-enacted or consolidated.</p>	<p>Wording change</p>	<p>This has been reworded for ease of understanding. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>You must read the full Agreement before you sign.</p>	<p>1.10 You must read the full Agreement before you sign. If there is anything you do not understand it is important that you ask before signing this agreement. You can also seek independent legal advice if required.</p>	<p>Wording change</p>	<p>This has been reworded for ease of understanding. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>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.</p>	<p>1.4 The responsibilities in the Agreement apply to you, and anyone else living in or visiting your home, including children.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>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.</p>	<p>1.7 We can vary the terms of this Agreement by one of the ways set out in Section 102 of the Housing Act 1985 (as amended).</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>

<p>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) have made a statement you know is false or gives us misleading information in order to obtain this tenancy.</p>	<p>Requirement to give correct and accurate information 1.8 Both before the commencement of this agreement and throughout your tenancy you must give us correct and accurate information. 1.9 If you (or somebody acting on your behalf) knowingly or recklessly makes or has made a statement which is false and/or gives us misleading information in order to obtain or retain this tenancy the council can take legal action to evict you from the property.</p>	Wording change	This has been reworded for ease of understanding. This change does not affect the rights or responsibilities of the tenant or the Council
<p>Signing this Tenancy Agreement You must sign the Agreement on page 39 of this document when you become a Council tenant. If there is anything you don't understand please ask. You can also get help from the Citizens' Advice Bureau or other independent legal advice.</p>	<p>Signing this Tenancy Agreement 1.10 You must read the full Agreement before you sign. If there is anything you do not understand it is important that you ask before signing this agreement. You can also seek independent legal advice if required. 1.11 You must sign page XXXXX of this Agreement.</p>	Wording change	This has been reworded for ease of understanding. This change does not affect the rights or responsibilities of the tenant or the Council
YOUR TENANCY AGREEMENT - CONTENTS	Contents		
<p>Section 1 - Secure tenancy - general conditions Explanation of the Tenancy Agreement</p>	1 About your tenancy	Wording change	No effect
<p>Section 2 - Introductory tenancy - general conditions Explanation of the Tenancy Agreement</p>	2 General conditions of your tenancy	Wording change	No effect
<p>Section 3 - Summary of legal rights of tenants Table setting out the main legal rights of Introductory and Secure tenants</p>	3 Summary of legal rights	Wording changed slightly	No effect

Section 4 - Notices, permission and complaints Official addresses for the serving of Notices and requests for written permission	4 Legal notices 28 Complaints/Compliments	Changed section	No effect
Section 5 - Our responsibilities and your rights General responsibilities of the Council and main rights of tenants	6 Your rights and responsibilities 22 Assignment and Exchange 23. Succession 24. Right to buy 26. Consultation and involving you in decision making	Now spread across various different sections	No effect
Section 6 - Rent and other payments Your rights and responsibilities - paying your rent and other charges	5 Rent & Other payments	Changed section	No effect
Section 7 - Repairs, maintenance and improvements Your rights and responsibilities - repairing and maintaining your home	7 solar panels 8 Repairs 9 Alterations and improvements 10 Access to our property	Now spread across various different sections	No effect
Section 8 - Living in and around your home Your responsibilities for communal areas, gardens, parking, vehicles, running a business, etc.	6 Your rights and responsibilities 11 Gas 12 Flooring 16 Garden & shared areas 17 Fences/Boundaries 18 Parking and vehicles 19 Electric/Battery Powered Wheelchairs, Scooters and Bikes	Now spread across various different sections	No effect
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	6 Your rights and responsibilities 15 Pets and Pests	Now spread across various different sections	No effect

Section 10 - Living in your community Your responsibilities to prevent anti-social behaviour and harassment	14 Behaviour	Renamed	No effect
Section 11 - Ending your tenancy or moving house Your responsibilities when you leave your home or move house	25 Ending your tenancy	Changed section	No effect
Section 12 - Data Protection	20 Fraud 27 Fair processing notice and Data Protection GDPR	Spread across different sections	No effect
Section 13 - Tenant factsheets How to get more information and advice and a list of tenant factsheets referred to in this Tenancy Agreement		Removed	As above re factsheets
MEANING OF WORDS TERMS AND DEFINITIONS USED IN THIS TENANY AGREEMENT	Definitions	Wording change	No effect
Secure tenancy - other than in special circumstances set out in Section 1.4 of this agreement you have the right to live peacefully at your property for as long as you want, provided you do not breach the terms of the Tenancy Agreement. If you are living in your property the Council cannot evict you from the property without first notifying you in writing and obtaining an Order from the Court to evict you.	Secure tenancy - other than in special circumstances set out in this agreement you have the right to live peacefully at your property for as long as you want, provided you do not breach the terms of this Tenancy Agreement. If you are living in your property the Council cannot evict you from the property without first notifying you in writing and obtaining an Order from the Court to evict you.	Wording change	Each circumstance is now under each relevant header for ease of understanding. This change does not affect the rights or responsibilities of the tenant or the Council
Introductory tenancy - is a one year trial Council tenancy. It gives you most of the same	Introductory tenancy - is a one year trial Council tenancy. It gives you most of the same rights as a	Wording change	This has been reworded for ease

rights as a Secure Council tenancy but you can be evicted more easily. However, as long as you don't breach your Tenancy Agreement while you are an Introductory tenant, you cannot be evicted (other than in the circumstances set out in Section 1.4 of this agreement) and you will automatically become a Secure tenant.	Secure Council tenancy but you can be evicted more easily. Unless the council serves legal notice upon you during the trial period, either extending the trial period or notifying you that it intends to seek possession, you will automatically become a Secure tenant and the end of the trial period.		of understanding. This change does not affect the rights or responsibilities of the tenant or the Council
Sole tenancy - you are a Sole tenant if only one person is named on the Tenancy Agreement. If two people are named on the Tenancy Agreement you have a Joint tenancy.	Sole tenancy - a tenancy held by only one person and with only one person named on the Tenancy Agreement.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
Joint tenancy - joint tenants each have all the rights and responsibilities set out in the Tenancy Agreement. A joint tenancy means that two people are responsible for making sure the tenancy conditions are met and have equal rights to stay in the tenancy until it is ended. If one joint tenant formally ends the tenancy, the tenancy comes to an end even if the other joint tenant has not asked to end the tenancy.	Joint tenancy - a tenancy held by more than one person and with more than one person named on the Tenancy Agreement. Joint tenants each have all the rights and responsibilities set out in the Tenancy Agreement and are all responsible for making sure the tenancy conditions are met. Joint tenants have equal rights to stay in the tenancy until it is ended. If one joint tenant formally ends the tenancy, the tenancy comes to an end even if the other joint tenant has not asked to end the tenancy.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
Neighbour - everyone living in the area, including other tenants, people who own their own homes and local businesses.	Neighbour - anyone living in the Neighbourhood, including other tenants, people who own their own homes and local businesses.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.

<p>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.</p>	<p>Neighbourhood - any area located within the Reading Borough Council boundary or adjoining boundaries where Reading Borough Council residential premises are located.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>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, bin areas.</p>	<p>Shared areas - the parts of the building or outside areas that all tenants can use or have access to, for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas, bin areas.</p>	<p>Wording - deletion of communal areas and only using shared areas throughout.</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>Hate Crime - a crime committed against someone because of their gender, identity, disability, race, religion or belief or sexual orientation.</p>	<p>Hate Crime - a crime committed against someone because of their race, religion, disability, sexual orientation or gender identity.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>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.</p>	<p>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. This is not a full list.</p>	<p>Wording change - additional words - 'This is not a full list' added in to cover any other types of vehicle</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>

<p>Written permission - a letter from us giving you permission to do something.</p>	<p>Written permission - written communication from the council giving you permission to do something.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>Tenant factsheet - a leaflet providing further information or advice about your rights, responsibilities, rules or services available from us.</p>		<p>Removed</p>	<p>Referral to Factsheets has been removed throughout the proposed tenancy agreement as they are not a term of the tenancy conditions. However factsheets are available on the website.</p>
<p>Sub-letting - to rent out part or all of the property you are living in to someone else.</p>	<p>Sub-letting - to let all or part of the property to someone else.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>Section 1 - ABOUT YOUR SECURE TENANCY GENERAL CONDITIONS</p>	<p>2. General Conditions of your tenancy</p>		
<p>1.1 Your tenancy includes:</p> <ul style="list-style-type: none"> ▪ the property (house, flat, maisonette or bungalow) ▪ any gardens, sheds ▪ any garage attached to your home 	<p>2.1 Your tenancy includes:</p> <ul style="list-style-type: none"> • The property (house, flat, maisonette or bungalow). 	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights</p>

	<ul style="list-style-type: none"> Any garden/shared gardens, or outbuildings. Any garage attached onto the property or within the curtilage of the property which is solely for the use of your household. 		or responsibilities of the tenant or the Council.
	Secure Tenancy		
1.2 Except in the special circumstances set out at 1.3 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.	2.6 Except in the circumstances set out at 2.7 below and/or in circumstances where you are ordered by a court to leave the property, as a Secure tenant you have the right to stay in the property for as long as you want, providing that you abide by the terms and conditions of this Tenancy Agreement.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
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	2.7 You will lose the right to live in the property (also known as losing security of tenure) if: <ul style="list-style-type: none"> The Court grants us a Possession Order for the property and it is enforced, and/or You do not use the property as your only or main home, and/or You sublet the whole of the property to another person. 	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
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	2.8 In certain circumstances we have the legal right to take possession of the property. These circumstances are: <ul style="list-style-type: none"> Your home needs to be empty so that major work can be carried out and/or because it has to be demolished and/or 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, and/or 	Wording change	The wording of this clause has been altered and some parts moved elsewhere for clarity. This change does not affect the rights or responsibilities of

<p>you have succeeded to (inherited) and you are not the wife, husband or civil partner of the previous tenant, and your home is bigger than you need.</p> <p>If this happens, we will offer you another suitable home. In certain circumstances we will help you with removal costs, pay compensation if you lose your home or are disturbed by repair work.</p>	<p>If this happens we will offer you another suitable home. In certain circumstances we will help you with removal costs.</p>		<p>the tenant or the Council.</p>
<p>1.5 In the case of repairs and/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 the original home is finished.</p>	<p>2.9 In the case of repairs/or improvements, if we move you to a temporary alternative property. You must return to your permanent property when we have completed the repairs. This applies even if you have expressed a wish to move from your permanent property to an alternative property. We have the right to take possession of the temporary property when the work on your original property is completed.</p> <p>8.18 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. If you do not return to your home following the completion of the works, we will take legal action against you.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity and the current legal position. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>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.</p>	<p>2.10 If you break any condition in this Tenancy Agreement, we may take legal action against you, for example by, amongst other things, obtaining a Possession Order, Injunction Order, Demotion Order or Order suspending your right to buy the property.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>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</p>	<p>2.11 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</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity.</p>

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.	lead to the loss of the property and may also stop you from getting housing assistance from us or other housing providers in the future, even if you become homeless.		This change does not affect the rights or responsibilities of the tenant or the Council.
1.8 If we take you to court for breaking this Agreement, we will ask the Court to order you to pay costs.	2.12 If we take you to Court for not complying with any of the terms of this Tenancy Agreement, we will ask the Court to order that you pay our legal costs.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
1.9 In special circumstances we may add additional terms and conditions to this Tenancy Agreement. These extra clauses will be specified in a Supplementary Agreement signed by you and the Council's representative and will be attached to this Agreement.		Removed	This section has been removed as no longer relevant.
Section 2 - ABOUT YOUR INTRODUCTORY TENANCY GENERAL CONDITIONS	General conditions of your tenancy	Wording	No effect
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 the terms of your Tenancy Agreement, you will automatically become a secure tenant at the end of the introductory period.	2.2 An Introductory tenancy is a "trial" tenancy and usually lasts for 12 months. As an Introductory tenant you have fewer rights than a Secure tenant and you can be evicted more easily than a secure tenant. 2.3 If you comply with the terms of your tenancy throughout the 12-month introductory period, you will automatically become a Secure tenant at the end of the introductory period.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.

	<p>2.4 If you do not comply with the terms of your tenancy, the council can decide to end your tenancy. In these circumstances, you will not automatically become a Secure tenant at the end of the introductory period.</p> <p>2.5 The council can also decide to extend the Introductory period of your tenancy by a further six months. In these circumstances, you will automatically become a Secure tenant at the end of the extended introductory period unless the council has taken legal action to evict you.</p>		
<p>2.2 Your tenancy includes: The property (house, flat. Maisonette or bungalow Any gardens, and Any garage attached to your home</p>	<p>2.1 Your tenancy includes:</p> <ul style="list-style-type: none"> • The property (house, flat, maisonette or bungalow). • Any garden/shared gardens, or outbuildings. • Any garage attached onto the property or within the curtilage of the property which is solely for the use of your household. 	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
<p>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.</p>	<p>Introductory Tenancy 2.2 An Introductory tenancy is a “trial” tenancy and usually lasts for 12 months. As an Introductory tenant you have fewer rights than a Secure tenant and you can be evicted more easily than a secure tenant.</p>	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
<p>2.4 You may lose the right to live in your home (security of tenure) if:</p>	<p>2.7 You will lose the right to live in the property (also known as losing security of tenure) if:</p>	Wording change	The wording of this clause has been

<p>The court grants us a possession order You do not use your home as your only or main home</p>	<ul style="list-style-type: none"> • The Court grants us a Possession Order for the property and it is enforced, and/or • You do not use the property as your only or main home, and/or • You sublet the whole of the property to another person. 		<p>altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>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</p>	<p>2.6 Except in the circumstances set out at 2.7 below and/or in circumstances where you are ordered by a court to leave the property, as a Secure tenant you have the right to stay in the property for as long as you want, providing that you abide by the terms and conditions of this Tenancy Agreement.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>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 disrupted by repair work.</p>	<p>2.8 In certain circumstances we have the legal right to take possession of the property. These circumstances are:</p> <ul style="list-style-type: none"> • Your home needs to be empty so that major work can be carried out and/or because it has to be demolished and/or • 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, <p>If this happens we will offer you another suitable home. In certain circumstances we will help you with removal costs.</p> <p>2.9 In the case of repairs/or improvements, if we move you to a temporary alternative property, which will be the same size as your permanent property you must return to your permanent property when we have completed the repairs. This applies even if you</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>

	have expressed a wish to move from your permanent property to an alternative property. We have the right to take possession of the temporary property when the work on your original property is completed		
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 stop you from getting accommodation from us or other housing providers in the future, even if you become homeless.	2.11 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 the property and may also stop you from getting housing assistance from us or other housing providers in the future, even if you become homeless.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
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.	2.5 The council can also decide to extend the Introductory period of your tenancy by a further six months. In these circumstances, you will automatically become a Secure tenant at the end of the extended introductory period unless the council has taken legal action to evict you.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
2.9 If we take you to court for breaking this agreement, we will ask the court to order that you pay our costs.	2.12 If we take you to Court for not complying with any of the terms of this Tenancy Agreement, we will ask the Court to order that you pay our legal costs.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
2.10 In special circumstances we may add additional terms and conditions to this Tenancy Agreement. These extra clauses will be specified in a Supplementary agreement signed by you and the council representative and will be attached to this agreement.		Removed	No effect

Section 3 - SUMMARY OF THE LEGAL RIGHTS OF TENANTS	3 Summary of Legal rights	Wording	
<p>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.</p> <p>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 ...’</p> <p>Throughout this tenancy agreement where there are extra conditions for introductory tenants they are clearly marked like this: ‘Introductory Tenants only’ (Table on document)</p>	<p>3.1 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 than a Secure tenant during the Introductory period of your tenancy.</p> <p>3.2 Throughout this Tenancy Agreement, where the rights of Introductory tenants vary from those of Secure tenants, they are clearly marked like this:</p> <p>3.3 “If you are an Introductory tenant, you do not have the right to...” (table in document)</p>	Expanded over multiple points and extra conditions in the old tenancy agreement were not extra, it was instead stated where conditions were not a right of Introductory tenants. This remains in the proposed.	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
Section 4 - NOTICE, PERMISSIONS AND COMPLAINTS	4 Legal notices	Wording	
<p>4.1 Any notice we serve on you will be valid if we:</p> <p>Deliver it to you personally</p> <p>Leave it at, or post it to you, your home address and/or, if different, your last known address, or</p>	<p>4.1 Any Notice we serve on you will be valid if we either:</p> <ul style="list-style-type: none"> • Hand it to you personally, or <p>Leave it at, or post it to, your home address and/or, if different, your last known address, or</p> <ul style="list-style-type: none"> • Give it to you in line with an Order made by the Court. 	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of

Give it to you in line with an order made by the court.			the tenant or the Council.
4.2 The address for serving of any notice (including notices in legal proceedings) on us or any other correspondence is: Reading Borough Council Civic Offices Bridge Street Reading RG1 2LU Email: neighbourhoodservices@reading.gov.uk Telephone: 0118 937 2161	4.2 The address for serving Notice (including Notices in legal proceedings) on us or any other correspondence is: Reading Borough Council Civic Offices Bridge Street Reading RG1 2LU	Wording change	The wording of this clause has been altered for clarity. The email address has been removed. This change does not affect the rights or responsibilities of the tenant or the Council.
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.	6.47 You must not run a business or carry on a trade from your home without first obtaining our written permission. 9.1 You must obtain our prior written permission before carrying out any alterations, improvements or structural work to the property. Permission must be obtained in writing.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
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'.	28.1 Your feedback is always important to us so we can recognise good practice and/or change what we can to improve our services. 28.2 We always aim to give our customers a good service. If you wish to give good feedback on any service that you have accessed and/or alternatively if you wish to make a complaint, please visit our website (www.reading.gov.uk) and go to the section entitled 'How to make a complaint, comment or compliment'.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.

<p>5 - OUR RESPONSIBILITIES AND YOUR RIGHTS</p> <p>This section summarises our general responsibilities and your key rights.</p> <p>Our Responsibilities</p>	<p>Rent & Other payments</p>	<p>Wording change</p>	<p>No effect</p>
<p>5.1 We are responsible for setting your rent. The amount of rent you pay depends on the size</p>	<p>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. We can increase or decrease your rent at any time. We must tell you, in writing, at least 4 weeks before any rent change.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>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.</p>	<p>8.2 We are responsible for keeping in repair the structure and exterior of your home. This includes roofs, walls, floors, ceilings, window frames, external doors, drains, gutters, and outside pipes.</p> <p>8.3 We are responsible for keeping in repair the structure and exterior of the building in which your home forms part.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>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.</p>	<p>8.6 We must:</p> <ul style="list-style-type: none"> • carry out repairs for which we are responsible within a reasonable period of time of being put on notice, and • clear up after a repair. <p>8.8 We are not responsible for repairing anything that has become damaged or defective as a result of your act or omission or that of a person living with or visiting you. If you have caused damage which presents a health and safety risk and/or a risk to the property or the building that it is in, we will carry out</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity and to make it clear that if damage has been caused in these circumstances the council will carry out the repair work and re-charge the tenant for the cost of that work.</p>

	a repair and then re-charge you for the costs of the repair work and to rectify the damage caused.		
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.	8.7 We will take reasonable care to keep any shared areas around your home (e.g. stairs, lifts, landings, lighting, entrance halls, pathways, shared gardens, parking areas and rubbish chutes) in a reasonable condition.	Wording change	The wording of this clause has been altered allowing the council to ensure that the shared areas are defined are kept in a reasonable condition.
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.	8.4 We will keep in repair and proper working order the installations in your home for the supply of water, gas, and electricity and for sanitation, including: <ul style="list-style-type: none"> Basins, sinks, baths, toilets, flushing systems, and waste pipes (but not other fixtures, fittings, and appliances for making use of the supply of water, gas or electricity). Electric wiring including sockets, switches, and light fittings (excluding bulbs). 8.5 We will keep in repair and proper working order the installations in your home for space heating and heating water, including gas pipes, water pipes, water heaters, fitted fires and central heating installations.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
5.6 We are legally responsible for making sure that gas appliances (except ones you are entitled to remove), gas pipe work and flues 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'	11.1 We are legally responsible for making sure that gas appliances (except gas cookers), 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.	Wording change	The wording of this clause has been altered to remove reference to a factsheet. This change does not affect the rights or responsibilities of

			the tenant or the Council.
5.7 We will provide you with a rent/mortgage reference upon request and will make a reasonable charge for providing this,	5.13 If you ask us to provide you with a rent or mortgage reference, we will do so. You may be required to pay a reasonable charge for us to provide this.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
5.8 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 will not do any improvements, for example new windows or new central heating system. If you buy your home, then we will no longer be responsible for its repair.	24.7 If you apply to buy your home, the council will continue to do repairs that may affect you or your household's health, safety, or security while you are applying but the council will not carry out any improvement works, for example installing new windows and/or installing a new central heating system. If you buy your home, the council will no longer be responsible for its repair.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
We are responsible for consulting with you and for involving you in decision making.	26 Consultation and involving you in decision making	Wording change	No effect
5.9 We must ask for 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.	26.2 We will discuss with you any decisions to do with managing or maintaining the council's housing stock if these decisions are likely to have a significant effect on your home or tenancy. For example, we will ask your views about modernisation or improvement work that is planned for your home or your area.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
Your Rights			
5.12 Security of tenure Save in the exceptional circumstances set out in 1.4 above, you may live in the property	6.1 Your right to live in the property: • Save in exceptional circumstances, you may live in the property without interference from us as long as	Wording change	The wording of this clause has been altered for clarity. This change does

<p>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.</p>	<p>you, your household and/or your visitors (including children) comply with and do not break any of the conditions set out in this Agreement and respect the rights of others.</p> <ul style="list-style-type: none"> • If any of your tenancy conditions are broken, we can take legal action against you which could include applying to the court to end your tenancy. 		<p>not affect the rights or responsibilities of the tenant or the Council.</p>
<p>5.13 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.</p>		<p>Removed</p>	<p>This clause is now applied accordingly in each relevant section. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>5.14 Taking in lodgers</p> <p>You have the right to take in lodgers, unless doing so would breach 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.</p>	<p>Taking in lodgers:</p> <p>6.3 You have the right to take in lodgers if you have obtained our written permission first. Permission will not be granted in the following circumstances:</p> <ul style="list-style-type: none"> • If this would breach any specific age restrictions that apply to your home; and/or • If this would cause overcrowding; and/or • If this would breach your tenancy and/or a Local Letting policy that is in place. <p>This is not an exhaustive list and there may be other reasons why permission is refused.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered to state that if you want to take in a lodger you need to obtain the council's written permission first and to set out circumstances when such permission will not be granted.</p>
<p>5.15 Overcrowding</p> <p>You must not allow more than the permitted maximum number of persons to live in your</p>	<p>Changes in your household & Overcrowding:</p> <p>6.6 If you want someone who was not part of your household when your tenancy commenced to stay</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity and to provide that</p>

<p>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 final page of the agreement for details</p>	<p>permanently or temporarily, you must get our written permission first. You must give us the person's full name, gender, and date of birth. Permission will not be granted in the following circumstances:</p> <ul style="list-style-type: none"> • If this would breach any specific age restrictions that apply to your home; and/or • If this would cause overcrowding, and/or • If this would breach your tenancy and/or a Local Letting policy that is in place. <p>This is not a full list.</p> <p>6.7 You must not allow your home to become overcrowded. This is dependent on the size of the property and the ages and the relationships of the persons you wish to live in your home.</p> <p>6.8 If someone moves out of your property you must notify us in writing, within 14 days of the date they move out. You must give us the person's full name, gender, date of birth and move out date</p>		<p>the tenant must provide the council with certain details about the person who they want to move in to the property and that they must obtain the council's written permission for that individual to move in first before they do so.</p>
<p>5.16 Subletting part of your home</p> <p>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</p>	<p>Subletting:</p> <p>6.4 You must not sub-let the whole of your home.</p> <p>6.5 You have the right to rent part of your home to somebody else if you have obtained our written permission first. Permission will not be granted in the following circumstances:</p> <ul style="list-style-type: none"> • If this would breach any specific age restrictions that apply to your home; and/or 	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>

<p>provided by the Prevention of Social Housing Fraud Act 2013.</p> <p>If you are an introductory tenant you do not have the right to take in lodgers or sub-let part of your home.</p> <p>For more information see the tenant factsheet on 'Taking in Lodgers and Subletting'</p>	<ul style="list-style-type: none"> • If this would cause overcrowding; and/or • If this would breach your tenancy and/or a Local Letting policy that is in place. <p>This is not a full list and there may be other reasons why permission is refused.</p>		
<p>5.17 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).</p>	<p>6.5 You have the right to rent part of your home to somebody else if you have obtained our written permission first. Permission will not be granted in the following circumstances:</p> <ul style="list-style-type: none"> • If this would breach any specific age restrictions that apply to your home; and/or • If this would cause overcrowding; and/or • If this would breach your tenancy and/or a Local Letting policy that is in place. <p>This is not a full list and there may be other reasons why permission is refused.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>Succession Rights</p>	<p>23. Succession Introductory Tenants</p>	<p>Wording of this section has been broken down into tenure types</p>	<p>The wording of this section has been broken down into tenure types for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>5.18 If you are an introductory tenant and you die while you are an introductory tenant and succession applies, the person who takes over</p>	<p>23.1 If you are an Introductory tenant on your death and someone is entitled to succeed to the tenancy, that person will also be an Introductory tenant.</p>	<p>Wording change and sectioned</p>	<p>The wording of this clause has been altered for clarity.</p>

<p>your tenancy will also be an Introductory tenant. They will only become a secure tenant in accordance to the terms of this Tenancy Agreement.</p>	<p>23.2 If someone succeeds to your Introductory tenancy and that tenancy later becomes a Secure tenancy, there will be no succession rights to that Secure tenancy.</p>	<p>under relevant tenancy types.</p>	<p>This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>5.19 If you are a secure tenant, you have the legal right for you Husband, Wife, Civil partner or partner to take over the tenancy on your death. In certain circumstances, other family members may be able 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.</p>	<p>Secure tenants - for tenancies that began before 1st April 2012.</p> <p>23.3 If you are a Secure tenant on your death and someone is entitled to succeed to the tenancy, that person will also be a Secure tenant.</p> <p>23.4 If you are a Secure tenant, the following categories of people can succeed in the following circumstances: A) Your spouse or civil partner - as long as they were occupying your home as their only or principal home at the time of your death. B) A member of your family (which includes cohabittees) - as long as they were occupying your home as their only or principal home at the time of your death and had resided with you for a period of at least 12 months ending with your death.</p> <p>23.5 If, at the time of your death, there is both a spouse or civil partner and a member of your family who are entitled to succeed to the tenancy, your spouse or civil partner will be the one who can succeed.</p> <p>23.6 If, at the time of your death, there are two or more family members who can succeed and there is not a spouse or civil partner who also can succeed, those family members can agree between themselves</p>	<p>Wording change and sectioned under relevant tenancy types</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council and it reflects the legal position.</p>

	<p>which one of them can succeed. In the event of a disagreement between them, the council will decide.</p> <p>Secure tenants - for tenancies that began on or after 1st April 2012.</p> <p>23.8 If you are a Secure tenant on your death and someone is entitled to succeed to the tenancy, that person will also be a Secure tenant.</p> <p>23.9 If you are a Secure tenant, only your spouse, civil partner or cohabitee can succeed to the tenancy as long as they were occupying the property as their only or principal home at the time of your death</p>		
<p>5.20 On death of a joint tenant, the surviving joint tenant will become the sole tenant.</p>	<p>23.7 and 23.10 On the death of a Joint secure tenant, the surviving Joint secure tenant will become the Sole secure tenant through survivorship. This will be classed as a succession.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>5.21 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 5.18-5.20 above If the tenancy is assigned to someone who would be qualified to succeed to the tenancy on your death.</p>	<p>23.11 There can only be one succession to an Introductory and/or Secure tenancy.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>

<p>5.22 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.</p>		Removed	<p>The effect of this is that the council is clarifying here that in respect of succession rights to its tenancies, the council offers succession rights in accordance with current legislation and no wider rights</p>
<p>5.23 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</p>	<p>23.12 In respect of both Introductory and Secure tenancies, if a member of your family (including a cohabitee) succeeds to the tenancy on your death and the property is larger than they reasonably require, they will have to move to alternative accommodation which is of a size that they reasonably require. This does not apply to succession by a spouse or civil partner.</p>	Wording change	<p>The effect of this is that the council is removing the provision in the current clause 5.23 and is clarifying here that in respect of succession rights to its tenancies, the council offers succession rights in accordance with current legislation.</p>
<p>5.24 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.</p> <p>For more information on this see the tenant factsheet on ‘Succession of Tenancy’</p>	<p>23.6 If, at the time of your death, there are two or more family members who can succeed and there is not a spouse or civil partner who also can succeed, those family members can agree between themselves which one of them can succeed. In the event of a disagreement between them, the council will decide.</p>	Wording change	<p>The wording of this clause has been altered for clarity and sets out the legal position. This change does not affect the rights or responsibilities of</p>

<p>5.25 Assigning your Tenancy (legal transfer)</p> <p>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. You are a secure tenant mutually exchanging your property (Introductory tenants do not have this right). If you want to assign your tenancy you must ask permission in writing. If you assign your tenancy without our agreement you will be in breach of your tenancy. We can refuse permission to assign your tenancy but would not do so unreasonably. You may be refused permission because: You have rent arrears We have started possession proceedings against you The property has been adapted for a person with disabilities and there would no longer be a person with disabilities living there There have been anti-social behaviour problems at the property This is not a full list. For more information see the tenant factsheet on ‘Assigning your Tenancy’ 11.18 You have the right to swap the tenancy of your home (called a “mutual exchange”)</p>	<p>22.1 If you are a Secure tenant, you may be able to assign (transfer) your tenancy in the following circumstances: A) If you want to assign your tenancy to a person who would qualify to succeed to the tenancy on your death. B) If you are mutually exchanging your property.</p> <p>22.2 If you are an Introductory tenant, you may be able to assign (transfer) your tenancy to a person who would qualify to succeed to the tenancy on your death. As an Introductory tenant, you do not have the right to mutually exchange your property.</p> <p>22.3 Assigning your tenancy to a person who would qualify to succeed to the tenancy on your death means that there will no further right to succession upon the death of the tenant to whom the tenancy has been assigned</p> <p>22.4 There can only be one assignment of the tenancy.</p> <p>22.5 If you want to assign your tenancy you must ask the council for permission in writing.</p> <p>22.6 The council can refuse permission to assign your tenancy under the grounds set out in schedule 3 to the Housing Act 1985 or in schedule 14 to the Localism Act 2011, which includes but is not limited to the following circumstances:</p>	<p>Wording change</p>	<p>the tenant or the Council.</p> <p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
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<p>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).</p> <p>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.</p> <p>For more information see the tenant factsheet on 'Exchanging Your Home'.</p> <p>Introductory tenants do not have this right to transfer or to swap or exchange their home or the tenancy of it.</p>	<p>a. The council has started possession proceedings against you. This includes serving you with a Notice of Seeking Possession.</p> <p>b. The property has been adapted for a person with disabilities and there would no longer be a person with disabilities living there.</p> <p>c. The size of the property is not reasonably suitable to the needs of the proposed assignee and their household.</p> <p>This is not a full list.</p> <p>22.7 If you assign your tenancy without the council's permission you will be in breach of your Tenancy Agreement and the council will take court action to terminate the tenancy.</p> <p>22.8 If you are a joint tenant, you cannot assign the tenancy to another family member if they are not the other existing joint tenant.</p> <p>22.9 In the event of a relationship breakdown, a court can order the transfer of the tenancy from one person to another. This is in relation to both sole tenancies and joint tenancies. If you are involved in a relationship breakdown, it is recommended that you seek your own independent legal advice.</p>		
<p>5.26 Your right to exchange (swap) your tenancy</p> <p>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</p>		Removed	This is covered in the above section

<p>permission and we can only refuse to allow you to swap your tenancy or your property on certain grounds set out in law.</p>			
<p>5.27 Your right to buy your home You may have the right to buy your home For more information contact us or see the factsheets on: 'Your right to buy your home'.</p>	<p>24.2 Existing secure tenants will normally have the Right to Buy the freehold or leasehold of their home from the council after they have been a tenant for a period of qualifying years as defined by statute.</p> <p>24.3 Introductory Tenants do not have the Right to Buy their home during the period of their Introductory Tenancy, but their period of introductory tenancy will count towards the qualifying years.</p> <p>24.4 Some tenants do not have the Right to Buy by law. This includes Sheltered Housing tenants and tenants of certain adapted properties.</p> <p>24.5 Secure tenants against whom the council have obtained either a Suspended Possession Order, a Postponed Possession Order or a Demotion Order do not have the Right to Buy.</p> <p>24.6 The council can obtain a Court Order from the court suspending the Right to Buy your home if you have breached the terms of this Tenancy Agreement</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>5.28 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</p>	<p>9.1 You must obtain our prior written permission before carrying out any alterations, improvements or structural work to the property. Permission must be obtained in writing.</p> <p>9.9 Any gas, electrical or building work must be carried out by a suitably qualified and competent contractor. If we contact you and ask to inspect the work, you must provide access for an inspection. If we</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>

<p>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.</p>	<p>consider that any work that has been carried out is not safe and/or does not meet Planning, Building Control or other regulations, we will ask you to stop work immediately. In these circumstances, we may ask you to rectify the works that are not safe and/or do not meet Planning, Building Control or other regulations or we may carry out work to put the problem right and re-charge you the cost of this.</p>		
<p>5.29 Your right to compensation You have the 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.</p>	<p>9.14 You have a right to re-claim improvement costs for certain improvements that you have made to your home after 1st April 1994 and for which you have obtained our written permission. Contact us for more details.</p>	<p>Wording change</p>	<p>The wording of this clause has been shortened for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>5.30 Your right to repair You have the right to have certain 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 the 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.</p>	<p>8.19 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.</p>	<p>Wording change</p>	<p>The wording of this clause has been shortened for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>

<p>5.31 You have the right to information and consultation</p> <p>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.</p> <p>You also have the right to information about:</p> <ul style="list-style-type: none"> the conditions of your tenancy Our responsibilities for carrying out repairs Our policies about consulting you, offering you a home or transferring your tenancy Any proposal to transfer housing stock to a new landlord, and Rent setting and how the money is spent 	<p>26.2 We will discuss with you any decisions to do with managing or maintaining the council’s housing stock if these decisions are likely to have a significant effect on your home or tenancy. For example, we will ask your views about modernisation or improvement work that is planned for your home or your area.</p> <p>26.3 You have the right to information about the following:</p> <ul style="list-style-type: none"> • The conditions of your tenancy. • Our responsibilities for carrying out repairs. • Our policies about offering you a home or transferring your tenancy. • Any proposal to transfer housing stock to a new landlord, and • Rent setting and how the money is spent. 	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
<p>5.32 Your right to manage your home</p> <p>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.</p>	<p>Your right to manage your home:</p> <p>6.60 In certain circumstances, a group of leaseholders may have the right to form a management group if they meet certain conditions. You can ask us for more information about this.</p> <p>6.61 In certain circumstances, tenants can exercise their right to manage if certain conditions are met. You can ask us for more information about this.</p>	Changed slightly and split across 2 points for clarification /better understanding	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
<p>5.33 Access your file</p> <p>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</p>	<p>Access to your file & information</p> <p>27.8 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.</p>	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of

<p>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.</p>	<p>27.9 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.</p>		<p>the tenant or the Council.</p>
<p>5.35 You have the right to see our rules for deciding who gets offered a Council home.</p> <p>You have the right to a free copy of a short summary of these rules - ask your Housing Officer.</p>	<p>27.11 You have the right to see our rules for deciding who gets offered a council home.</p>	<p>Rules are on the website under the allocations scheme. The right to see a summary of these rules is not a tenancy right, it's a right for anyone.</p>	<p>The wording of this clause has been shortened for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>6.1 Paying rent and service charges is one of your most important responsibilities. Your rent and service charges are due every Monday and you must pay them on time or in advance. Rent is due from the date on page number 39 of this Agreement.</p> <p>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.</p>	<p>5.3 Paying rent and service charges is one of your most important responsibilities. Your rent and services charges are due every week and you must pay them on time or in advance. Rent is due from the date on page number 39 of this Agreement. If you have difficulty paying your rent, you should contact the Rents Team immediately.</p> <p>5.5 There are occasional "free" weeks when no rent is charged. If you owe us rent (called arrears) you must continue to pay your arrears in these free weeks.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity and to say that your rent and services charges are due every week.</p>
<p>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</p>	<p>5.6 If you do not pay your rent or any other monies owed to us, including service charges, or if payments are persistently late, we will go to Court to ask for you</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does</p>

<p>from your home. The Court may also order you to pay our costs.</p>	<p>to be evicted from your home. We will also ask the court to order you to pay our costs.</p>		<p>not affect the rights or responsibilities of the tenant or the Council.</p>
<p>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, rechargeable repairs and/or Service charges)</p>	<p>5.8 If this is a Joint tenancy, each joint tenant is jointly responsible for paying the whole rent and any other payments due (arrears, chargeable repairs and/or Service charges).</p>	<p>Wording change</p>	<p>The wording 'each named tenant' is changed to 'each joint tenant' for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>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.</p>	<p>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. We can increase or decrease your rent at any time. We must tell you, in writing, at least 4 weeks before any rent change.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>6.9 You will be responsible for paying a reasonable charge for officer time in relation to continuous missed appointments, out of hours call outs and for a gas forced entry appointment even if you are there when we attend.</p>	<p>11.4 You must allow us into your home to carry out this gas safety check. 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 these will be recovered from you by way of a recharge. You will also be responsible for paying a reasonable charge for officer time in relation to a gas forced entry appointment even if you are there when we attend. We may also apply to evict</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>

	you for repeatedly failing to allow us access to your home.		
<p>6.10 Service charges</p> <p>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.</p>	<p>5.2 We are responsible for setting your 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. We can also introduce Service charges for services that you already receive. 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.</p>	<p>Wording and moved to 5.2</p>	<p>The wording of this clause has been altered for clarity and to make it clear that the council has the ability to introduce service charges for services you already receive. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>6.11 We can introduce Service charges for services that you already receive. 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.</p>	<p>5.2 We are responsible for setting your 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. We can also introduce Service charges for services that you already receive. 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</p>	<p>Wording change</p>	<p>As above</p>
<p>Section 7 - REPAIRS, MAINTENANCE AND IMPROVEMENTS</p>	<p>6 Your rights and responsibilities 8 Repairs</p>	<p>Wording</p>	
<p>7.1 You have the right to have certain repairs carried out to your home. You must tell us</p>	<p>8.19 You have the right to have certain urgent minor repairs done quickly, if the repair may affect health,</p>	<p>Wording change</p>	<p>The wording of this clause has been</p>

<p>when repairs need doing, as you, and we, are both responsible for looking after your home properly.</p> <p>For more information see the tenant factsheet on 'Looking after your Home'.</p>	<p>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.</p>		<p>altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>Your Responsibilities</p> <p>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. You must also keep your home adequately heated and ventilated so as to prevent condensation.</p>	<p>6.9 You must keep the interior of your home in a good clean condition.</p> <p>6.11 You are responsible for carrying out small repairs that are needed in your home such as unblocking sinks and replacing internal door handles, etc.</p>	<p>Split across 2 points</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>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).</p>	<p>6.10 You are responsible for decorating the inside of your own home.</p> <p>6.12 You are responsible for installing, repairing and maintaining your own white goods such as your washing machine, fridge and oven. Any such installation, repairs and maintenance must be carried out to an adequate and competent standard. If damage is caused to the property and/or damp or mould growth occurs in the property as a result of white goods that you have not ensured have been installed correctly, you agree that the council can re-charge you for the cost of any work it has to carry out as a result.</p>	<p>Wording expanded for clarity/clari fication</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>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</p>	<p>9.10 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.</p>	<p>Wording expanded for clarity/clari fication</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights</p>

<p>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.</p>	<p>9.11 If you do not maintain your alterations, improvements and/or additions (including sheds and outbuildings) and they become a risk to health and/or safety and/or are detrimental to the maintenance of our property, we will tell you to remove the addition, improvement or alteration. If you do not do this, we can do the work and re-charge you for it.</p>		<p>or responsibilities of the tenant or the Council</p>
<p>7.5 If you ask us to leave in place any alteration, improvement or any other structure left by the previous tenant, for example a shed, garden pond, greenhouse, and if your request is granted, the responsibility for maintaining them will be yours.</p>		<p>Removed</p>	<p>This is for new tenants when they move in via an offer. The effect of the removal of this clause is that it will not be an available option to an incoming tenant to have the previous tenant's alterations or improvements left in place - all alterations will be removed from homes before a new tenant signs up</p>
<p>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.</p>	<p>9.12 You can request that we take over responsibility for the repair and maintenance of your improvements, additions or alterations. If we agree, we will increase your rent to cover the cost of this.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity and includes tenant additions and alterations.</p>
<p>7.7 Gas cookers and hobs are your responsibility to instal through a registered</p>	<p>6.12 You are responsible for installing, repairing and maintaining your own white goods such as your</p>	<p>Wording change</p>	<p>The wording of this clause has been</p>

<p>provider. You are responsible for getting a gas safety check by a Gas Safe-registered contractor on any appliance you own.</p>	<p>washing machine, fridge and oven. Any such installation, repairs and maintenance must be carried out to an adequate and competent standard. If damage is caused to the property and/or damp or mould growth occurs in the property as a result of white goods that you have not ensured have been installed correctly, you agree that the council can re-charge you for the cost of any work it has to carry out as a result.</p>		<p>altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>Allowing us to have access to your home.</p> <p>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.</p>	<p>10.1 You must give us, including contractors or operatives acting on our behalf, access to your home to carry out any repairs, servicing, meter readings, inspections or other works where we consider it necessary upon being given reasonable notice. Reasonable notice is normally no less than 5 days except in situations that the council consider to be urgent and/or an emergency situation</p> <p>10.7 You must allow our employees including contractors or operatives acting on our behalf into your property if we need to carry out work to an adjoining property, and where there is no other reasonable means of access.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>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 to us the cost of any visits by contractors where you fail to keep an appointment that has been made.</p>	<p>10.1 You must give us, including contractors or operatives acting on our behalf, access to your home to carry out any repairs, servicing, meter readings, inspections or other works where we consider it necessary upon being given reasonable notice. Reasonable notice is normally no less than 5 days except in situations that the council consider to be urgent and/or an emergency situation</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>

	10.10 You may also have to pay to 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, and you agree that you may be charged for all associated costs in relation to works that are carried out.	<p>10.1 You must give us, including contractors or operatives acting on our behalf, access to your home to carry out any repairs, servicing, meter readings, inspections or other works where we consider it necessary upon being given reasonable notice. Reasonable notice is normally no less than 5 days except in situations that the council consider to be urgent and/or an emergency situation</p> <p>10.2 When access to your property is required, we will usually give you written notice expect in the case of an urgent or emergency situation as defined below</p> <p>10.3 In the event that we need access to your property to deal with an urgent or emergency situation and access is not provided, you agree that we may make forcible entry. In these circumstances the council reserve the right to charge you for all associated costs incurred in gaining entry and carrying out works.</p>	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
<p>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. Example of emergencies when we may need immediate access to your home include:</p> <p>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</p> <p>This is not a full list.</p>	<p>10.4 The following circumstances are what the council consider to be urgent and/or an emergency situation which will necessitate a forceable entry:</p> <p>A) Fire or flood, and/or B) Gas or water leak, and/or C) If we think that the gas and/or electricity installation in your property is in a dangerous condition and may pose a health and safety risk to yourself or others, and/or D) If we have a serious welfare or safeguarding concern about a person at the property and/or if we think someone may be injured, and/or</p>	Wording change	The re-wording of this clause has the effect of allowing the council to force entry into a property for a wider range of urgent reasons as set out in the proposed new clause.

	<p>E) If we think the structure of your home or adjoining property is dangerous and may pose a health and safety risk to yourself or others, and/or</p> <p>F) If we think there is an infestation in the property, and/or</p> <p>G) If we think that there is an animal(s) in the property that is suffering and the RSPCA are unable to force entry, and/or</p> <p>H) If we need to carry out an annual gas safety inspection.</p>		
<p>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.</p>	<p>11.1 We are legally responsible for making sure that gas appliances (except gas cookers), 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.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity - to include the words 'gas cooker' and to explain what checks are done in the Gas Safety Check.</p>
<p>7.13 You must allow us into your home to carry out this gas safety check. 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 these 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.</p>	<p>10.5 You must allow us access to carry out an Electrical Installation Condition Report in line with current legal regulations. This is a health and safety requirement. You will receive reminders from us to book your electric check. Upon receipt of these you must book it. If you fail to book the check and/or allow us access to carry out this check, 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 these will be recovered from you by way of a recharge. You will also be responsible for paying a reasonable charge for officer time in relation to this forced entry appointment even if you are there when we attend. We may also apply to evict</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity and to reflect the</p> <p>The proposed new clause 10.5 is a brand new term specifically about tenants being required to give access for an Electrical Safety check (EICR) which the council needs to do to comply with</p>

	you for repeatedly failing to allow us access to your home		current standards and its obligations. current legal position. This change does not affect the rights or responsibilities of the tenant.
7.14 To reduce the risk of Legionella bacteria occurring in your property, it is your responsibility to clean, disinfect and descale any showerhead at least every 6 months. In addition any little used outlets (e.g. taps, etc) must be flushed for at least 2 minutes when they have not been used for more than 1 week.	6.13 You must clean, disinfect, and descale any showerhead at least every 6 months. In addition, you must flush any little used outlets (e.g. taps, etc.) for at least 5 minutes when they have not been used for more than 1 week to reduce the risk of Legionella bacteria occurring in your home.	Wording change	The wording of this clause has been altered for clarity and the time of 2 minutes has been changed to 5 minutes.
Getting permission for repairs and alterations 7.15 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.	9.1 You must obtain our prior written permission before carrying out any alterations, improvements or structural work to the property. Permission must be obtained in writing.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
7.16 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 shed. <i>This is not a full list.</i>	9.2 Examples of additions, improvements or alterations where you need our written permission include: Kitchens Bathrooms <ul style="list-style-type: none"> • External Painting and Decoration • Aerials • Conservatories • Driveways 	Wording change	The wording of this clause has been altered for clarity. More examples are listed.

	<ul style="list-style-type: none"> • Fences • Garages • Garden ponds • Greenhouses • Hard standing for vehicles • Outbuildings • Satellite dishes • Sheds • Doorbells <p>This is not a full list.</p>		
7.17 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.	9.3 If we refuse permission, we will tell you why. If we give permission, it may be subject to some conditions that you must comply with.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
7.18 If you fail to obtain written permission before you carry out any additional 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 and 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	9.13 If you carry out any improvements, additions or alterations without obtaining our prior written permission, we may ask you to return the property to how it was when your tenancy commenced and if you do not do this, we can take steps to do the work and re-charge you the costs of doing so. We can also take legal action against you for breaching your Tenancy Agreement. This includes seeking a Court Order against you compelling you to remove the unauthorised improvements, additions or alterations.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council

<p>don't do this, we will do the works and charge you for it.</p>			
<p>7.19 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.</p> <p>For more information see the tenant factsheet on 'When and how to Request permission'.</p>	<p>9.6 You may need to obtain other permissions such as planning permission or building regulations approval. It is your responsibility to establish whether you need planning permission or building regulations approval and obtain it.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>7.20 If you have made improvements with our permission, then you may be entitled to compensation when you move out. Contact us for more information.</p> <p><i>If you are an Introductory tenant, you do not have the right to make alterations, additions or improvements to your home.</i></p>	<p>9.14 You have a right to re-claim improvement costs for certain improvements that you have made to your home after 1st April 1994 and for which you have obtained our written permission. Contact us for more details.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>Repairs we will charge you for</p> <p>7.21 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 the actions of others living 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).</p>	<p>8.13 You are responsible for meeting the costs of repairing any damage to your home, its fixtures or fittings or any area shared 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).</p>	<p>Wording change</p>	<p>The wording of this clause has been slightly altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>

<p>7.22 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.</p>	<p>8.14 The council has the discretion to decide whether it will carry out the work and recharge you or require you to carry out the work at your cost.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>7.23 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</p>	<p>8.15 If we carry out the work, we will charge you the costs of: Repairing any damage to your home and/or shared areas. Replacing any Council property you have destroyed or damaged.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>7.24 We will also charge you any costs we have to pay as a result of you breaking this Tenancy Agreement.</p>		<p>Removed</p>	<p>Effect is that this clause is proposed to be removed from the revised Tenancy Agreement</p>
<p>Carrying out major repairs to your home</p> <p>7.26 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.</p>	<p>Carrying out major repairs to your home</p> <p>8.17 If your home needs major repairs and you have to move out so we can do the work, we will offer you a suitable alternative home. This may be on a temporary basis or on a permanent basis.</p> <p>8.18 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. If you do not return to your home following the completion of the works, we will take legal action against you.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>

<p>Solar Panels</p> <p>7.27 We may install a Solar Panel system at your home and retain it there. The inverter is usually installed in your loft space which means that we may need access to your loft space from time to time.</p> <p>We may, at any time, alter the Solar Panel System or remove it from your home either permanently or for a period of time.</p> <p>If the Solar Panel system, or any part thereof, fails and becomes uneconomic to repair or replace, the Solar Panel system can be left in place until it is economic to repair or replace or the Solar Panel system is removed.</p>	<p>Solar Panels</p> <p>7.1. If there are solar panels installed at your home, the following conditions must be complied with:</p> <p>a) You must not cause any damage to or interfere with the Solar Panel system (including any cables)</p> <p>b) You must ensure that trees or vegetation at your home do not grow so that they overshadow the Solar Panel system. If you become aware of any tree or vegetation overshadowing the Solar Panel system, you must let us know as soon as you are aware.</p> <p>c) You must ensure that nothing is constructed or erected at your home which overshadows the Solar Panel system.</p> <p>d) You must tell us as soon as you are aware of any damage to either the Solar Panel system or part of your home to which it is attached or in which it is contained.</p> <p>7.2. You will be liable to pay us any reasonable costs that we incur to rectify any damage to the Solar Panel system caused by you, members of your household or visitors to your home or any damage caused by your failure to report any damage, disturbance and/or overshadowing to the Solar Panel System of which you are reasonably aware.</p> <p>7.3 We may, at any time, alter the Solar Panel System or remove it from your home either permanently or for a period of time.</p> <p>7.4 If the Solar Panel system, or any part thereof, fails and becomes uneconomic to repair or replace, the Solar Panel system can be left in place until it is economic to repair or replace or the Solar Panel system is removed. The decision of how to proceed will be that of the council.</p>	<p>Wording change</p>	<p>The effect of these proposed amendments are that tenants who have or will have solar panels fitted in their properties have additional responsibilities in respect of looking after the panels.</p>
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	<p>7.5 We may install a Solar Panel system at your home and retain it there. The inverter is usually installed in your loft space which means that we may need access to your loft space from time to time. You must allow both internal and external access to your home and/or garden to any of the council's officers, employees, or agents to install the inverter and/or carry out maintenance and/or checks on it and/or the Solar Panel System. We will give you reasonable notice that access is required.</p>		
<p>7.28 If you apply to buy your home and you wish to continue to receive the electricity generated by the Solar Panel system, the cost of purchasing your home will take into consideration the costs of the equipment and the length of time it has been installed.</p>		Removed	
<p>7.29 You must allow us (and our employees or contractors acting on our behalf) access at reasonable times and following reasonable notice to install, maintain, repair, replace or undertake other works to, or inspect the condition of the Solar Panel system and to take meter readings.</p> <p>You must not cause any damage to or interfere with the Solar Panel system (including any cables) and will pay us any reasonable costs for any damage to the Solar Panel system by you, members of your household or visitors to your home.</p> <p>You must ensure that trees or vegetation at your home do not grow so that they overshadow the Solar Panel system.</p>	<p>7.1 If there are solar panels installed at your home, the following conditions must be complied with:</p> <p>a. You must not cause any damage to or interfere with the Solar Panel system (including any cables)</p> <p>b. You must ensure that trees or vegetation at your home do not grow so that they overshadow the Solar Panel system. If you become aware of any tree or vegetation overshadowing the Solar Panel system, you must let us know as soon as you are aware.</p> <p>c. You must ensure that nothing is constructed or erected at your home which overshadows the Solar Panel system.</p> <p>d. You must tell us as soon as you are aware of any damage to either the Solar Panel system or part of your home to which it is attached or in which it is contained.</p>	Wording change	<p>The effect of these proposed amendments are that tenants who have or will have solar panels fitted in their properties have additional responsibilities in respect of looking after the panels. The wording of this clause has been altered for clarity.</p>

<p>You must ensure that nothing is constructed or erected at your home which overshadows the Solar Panel system.</p> <p>You must tell us as soon as you are aware of any damage to either the Solar Panel system or part of your home to which it is attached or in which it is contained.</p>			
<p>Section 8 LIVING IN AND AROUND YOUR HOME</p>	<p>6 Your rights and responsibilities 12 Flooring 16 Garden & shared gardens 17 Fences/Boundaries 18 Parking and Vehicles</p>	<p>Now under multiple different sections</p>	<p>Changed for clarity</p>
<p>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</p>	<p>14.1 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/shared/shared areas (stairs, lifts, entrance halls, pathways, shared gardens, parking areas, etc.) and in the neighbourhood around your home.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>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.</p>	<p>6.2 Living in the property as your only or main home:</p> <p>a. 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.</p> <p>b. If you move out of your property and allow someone else to live there, you will no longer be a secure tenant. We can take action to recover</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>

	possession of the property by serving a Notice to Quit and taking further action as the Council considers necessary.		
8.3 You must tell us if you are going away from your home for more than 28 days and you must give your Housing Officer an address and telephone number they can contact you on.	6.2 C You must tell Tenant Services if you are going to be away from your home for more than 28 days and you must also give Tenant Services an address and telephone number, they can contact you on in case of an emergency. If you do not do so, we may think that the property has been abandoned and take action to recover possession of it.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
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.	6.51 You must allow us access to carry out regular inspections of the property (known as Tenancy Audit Visits) in order for us to satisfy our housing management responsibilities and to ensure you are complying with the conditions contained in this Tenancy Agreement. 6.52 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, and recordings.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
8.5 As part of the visit you must provide proof	6.53 As part of the visit you must:	Wording change	The wording of this clause has been

<p>A) Of your identity and of anyone living with you (such as driving licence or passport) B) That you are living at the property.</p>	<p>provide proof (preferably photographic proof) of your identity and of anyone living with you (such as driving licence or passport).</p> <p>evidence that you are living at the property.</p> <p>6.55 You agree that we may take a photograph of any identification that you provide.</p>		<p>altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>Your rights</p>	<p>Your rights and responsibilities</p>	<p>Wording</p>	
<p>8.6 You have the right to live peacefully in your home, without us interfering, as long as you keep this agreement and respect the rights of others.</p>	<p>6.1 Your right to live in the property:</p> <p>Save in exceptional circumstances, you may live in the property without interference from us as long as you, your household and/or your visitors (including children) comply with and do not break any of the conditions set out in this Agreement and respect the rights of others.</p> <p>If any of your tenancy conditions are broken, we can take legal action against you which could include applying to the court to end your tenancy.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>Looking after your home</p>		<p>Removed</p>	
<p>8.8 You must immediately report to us any faults and repairs we are responsible for.</p>	<p>8.1 You must immediately report to us any faults and repairs we are responsible for. When contacting us about a repair you think we may be responsible for, you must describe the problem, where it is and how long it has been there.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>8.9 You must keep the following areas in a reasonable condition: The inside of your home, including the decoration inside your home</p>	<p>8.10 You are responsible for carrying out the following activities:</p> <ul style="list-style-type: none"> • Bleeding radiators. 	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity.</p>

<p>Your garden and other outside areas Any garage or other outbuildings, (such as sheds and greenhouses) which belong to you</p>	<ul style="list-style-type: none"> • Cleaning and removing limescale from baths, sinks, basins, and showerheads. • Lubricating hinges and locks. • Adjusting internal doors when you have new carpets fitted. • Cleaning windows and glass • Decorating the interior of your home (except in circumstances where decorations have become damaged due to repair issues for which the council are responsible) <p>16.1 You must keep your garden well-maintained at all times.</p> <p>16.2 You are responsible for maintaining all parts of your garden and outside areas including pathways, drives, sheds, garage, greenhouses, outbuildings, grass, plants, bushes, hedges, and trees (including any of these that were present when your tenancy started as well as anything you have installed or planted yourself).</p>		<p>This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>Inside your home</p>		<p>Removed</p>	
<p>Flooring</p>	<p>Flooring</p>	<p>Now 12.1</p>	
<p>8.11 We will generally grant permission if you live in a house which is detached, terraced, semi detached or in a ground floor maisonette.</p>	<p>12.2 We will generally grant permission if you live in a house, bungalow or in a ground floor flat or ground floor maisonette and we are satisfied that there will be no nuisance caused to others as a consequence and there will be no asbestos risk caused by the removal of old floor tiles. There may be other grounds for refusing permission.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>8.12 If you live in a flat we will generally refuse permission for noise nuisance reasons</p>	<p>12.2 We will generally grant permission if you live in a house, bungalow or in a ground floor flat or ground</p>	<p>Wording change</p>	<p>The wording of this clause has been</p>

<p>or in cases where properties have asbestos tile flooring. There may be other grounds for refusing permission.</p>	<p>floor maisonette and we are satisfied that there will be no nuisance caused to others as a consequence and there will be no asbestos risk caused by the removal of old floor tiles. There may be other grounds for refusing permission.</p>		<p>altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>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.</p>	<p>12.3 We reserve the right to withdraw permission if, at any time, your floor coverings cause noise nuisance to your neighbours. If we withdraw permission, you must remove the flooring and lay underlay and carpet or cushioned vinyl. If you are unable to do this we may be able to do this for you. If we do, you will be recharged for the cost of the work.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>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.</p>	<p>12.4 You must not use adhesives (glue) to secure floor covering(s). If we have to carry out any repairs that requires the removal of the floor covering(s), we will remove the floor covering(s) and charge you the cost. It will be your responsibility to replace the floor coverings on completion of any repairs</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>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 may be recharged for the cost of the work.</p>	<p>12.5 If we are carrying out work to your home that means any 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 may be recharged for the cost of the work.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>8.16 If we need to remove the flooring ourselves, we will not be responsible for any damage to the floor.</p>	<p>12.6 If we need to remove the flooring ourselves, we will not be responsible for any damage to the floor.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does</p>

If you are an introductory tenant, you do not have the right to make alteration, additions or improvements to your home, including laying laminate or wooden flooring.			not affect the rights or responsibilities of the tenant or the Council
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.		Removed	
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 the cost.	25.12 At the end of your tenancy you must: Leave your home so we can take possession of it. Leave your home, including the loft and garden, clean and tidy. Remove all your belongings and furniture. Remove all rubbish, and Remove your pets.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
Keeping your garden tidy	Responsibility for your own garden and outside areas.	Wording change	
8.19 You must keep your garden or balcony (if you have one) in a tidy and good condition. This includes cutting grass. Pruning hedges, shrubs and trees to a manageable height. You are responsible for the maintenance of any tree(s) within the boundary of your property.	16.1 You must keep your garden well-maintained at all times.		Reduced wording but the detail has been put into other clauses.

Trees must be maintained to prevent loss of light or damage to 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)	16.2 You are responsible for maintaining all parts of your garden and outside areas including pathways, drives, sheds, garage, greenhouses, outbuildings, grass, plants, bushes, hedges, and trees (including any of these that were present when your tenancy started as well as anything you have installed or planted yourself).	Wording change	The wording of this clause has been altered for clarity. Also, some of the wording has been set out in the newly proposed clause 16.3 which is set out below. This change does not affect the rights or responsibilities of the tenant or the Council
8.21 You must not allow trees or vegetation to grow so as to overhang public areas or the gardens of neighbouring properties.	16.3 You must keep hedges, trees, and shrubs at a manageable height. They should not hang over a public right of way and/or cause an obstruction and/or a nuisance to neighbouring properties. They should not cause a reduction or loss of light and/or cause damage to property including to pipes, drains, cables, fences, sheds. They must not endanger the health and safety of other people.	Wording change	The wording of this clause has been altered for clarity and fences and sheds have been included in this newly proposed clause.
8.22 You must keep your garden (or balcony) tidy and free from rubbish and debris.	6.21 You, your household and/or any of your visitors must not place anything on a window ledge, balcony or roof that could be a danger to anyone living in or visiting your home or in the locality. Also, the proposed new clauses 16.1, 16.2 and 16.3 as set out above.	Wording change	The wording of this clause has been altered for clarity and other proposed clauses as highlighted provide more information and details about

			what the tenant is responsible for.
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. If tenants have an allocated garden in a block of flats and fail to maintain it to an acceptable standard the council will, follow reasonable notice, take the garden over and return it to communal status on a permanent basis.	16.24 Where you have an allocated garden or outside area in a block of flats and fail to maintain it to an acceptable standard the Council will, following reasonable notice, take the garden over and return it to communal/shared status on a permanent basis. In addition, further enforcement action could be taken.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
8.24 You must obtain our written permission before you: Remove any tree or shrub on a boundary. Plant, remove or carry out any works on trees Any works undertaken to trees should be carried out by a tree surgeon or other professional trade person. If you are an older or disabled person we may be able to help you. Ask your Housing Officer for more information.	16.8 You must obtain our prior written permission if you wish to plant a tree, or cut one down.	Wording change	The wording of this clause has been altered for clarity. Obligation in respect of shrubs has been removed.
Fencing	Fences/Boundaries	Wording change	
8.25 You must not erect walls or fences or alter, move, remove or interfere with existing boundary features without getting written permission first	17.1 You must not erect fences or walls without getting our written permission first. 17.2 You must not alter, move, remove, or interfere with existing boundary features without getting our written permission first.	Wording change	This has been reworded for ease of understanding. This change does not affect the rights or responsibilities of the tenant or the Council
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	17.3 You must maintain fencing erected by you or fencing that you have taken on the responsibility for	Wording change	This has been reworded for ease of understanding.

your responsibility to maintain this to a reasonable standard.	from a previous tenant. You must maintain this to a reasonable standard.		This change does not affect the rights or responsibilities of the tenant or the Council
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.		Removed	This is covered in the newly proposed clauses 17.1 and 17.2 as set out above
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.	17.4 If you break these conditions we may, after contacting you first, require you to return the boundary to its original state and/or remove any fencing. If you do not, we may do the work ourselves and charge you the reasonable costs to do so.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
Parking - vehicle and access	Parking and Vehicles	Wording change	
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 regulations approval if appropriate). 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.	18.6 You must obtain the council's written permission before you park a boat, van, caravan, bus, coach, horse box, motor home, trailer, lorry or commercial vehicle or similar vehicle at the property or on land that the council own or control. 18.9 You must obtain written permission from Housing before you build a hard-standing driveway. 18.10 If there is a requirement for you to have a dropped kerb you will also need to get written permission from Highways and you will have to get Planning permission and Building Regulations approval if appropriate.	Wording change	The wording of this clause has been altered and input into different clauses within this section for clarity. Also, additional types of vehicles for which a tenant is required to obtain the council's written permission for are included, namely a

			bus, coach and horse box .
<p>8.30 You must not:</p> <p>Park any vehicle, boat, caravan or trailer in your garden without a properly constructed driveway with a dropped kerb.</p> <p>Block access to any other property by parking inconsiderately or allow anyone living with or visiting to do so.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Park or drive a vehicle on any Council-owned land that is a grassed open-plan area, footpath, grass verge or open space.</p> <p>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.</p>	<p>18.2 You and any members of your household and/or visitors to your property must park with consideration to other road users, your neighbours and pedestrians and you must not cause a nuisance or annoyance by parking vehicles inconsiderately.</p> <p>18.3 You and any members of your household and/or visitors must not park in a manner that causes an obstruction and/or blocks a right of access to anyone. This includes but is not limited to obstructing access to/parking on garage forecourts, footpaths, driveways, refuse stores and grounds maintenance access points.</p> <p>18.5 You and any members of your household and/or visitors must not park or drive a vehicle on any council owned land that is a path, verge, pavement, grass verge or grassed open space. This also applies to quad bikes, motorbikes, mopeds, electric or motorised bikes or scooters and similar modes of transport.</p> <p>18.7 You and any members of your household and/or visitors to your property must not park any boat, van, caravan, bus, coach, horse box, motor home, trailer, lorry or commercial vehicle or similar vehicle in your garden without a properly constructed hard standing driveway with a dropped kerb.</p> <p>18.11 All vehicles parked on the road and/or designated parking area and/or at your property, by you, any members of your household and/or visitors to your property must be in a roadworthy condition, taxed, MOT'd and insured.</p> <p>18.13 You must not park SORN (Statutory Off Road Notification) vehicles on the council's land except in your own drive/garden if you have obtained the council's prior written permission for this. Permission</p>	Wording change	<p>The wording of this clause has been altered and input into different clauses within this section for clarity. Also, additional types of vehicles which the council propose are not parked or driven on any council owned land that is a path, verge, pavement, grass verge or grassed open space are included here, namely quad bikes, motorbikes, mopeds, electric or motorised bikes or scooters and similar modes of transport. The effect of these additional clauses are to widen the responsibilities of the tenant in terms of vehicles and parking. There are additional requirements for</p>

<p>If you breach any of the above conditions your vehicle may be removed and you may be charged our costs in doing so.</p>	<p>will only be granted for a maximum period of 12 months and will only be granted if the vehicle is in a roadworthy condition.</p> <p>18.14 If your property has a designated residents' parking area, only you and/or members of your household and/or your legitimate visitors may park in that designated parking area.</p> <p>18.15 You agree that the council can remove vehicles (including car, van, boat, caravan, motor home, trailer or commercial vehicle) belonging to you and/or members of your household and/or visitors to your property from land owned or controlled by the council, in the following circumstances:</p> <p>a. Where parked vehicles are causing an obstruction and/or hindrance to emergency vehicles; council officers and contractors and/or people living in the locality;</p> <p>b. Where parked vehicles appear abandoned and/or dilapidated and/or not in a road worthy condition</p> <p>18.19 You must not carry out repairs and/or alterations to any vehicle (including car, van, boat, caravan, motor home, trailer or commercial vehicle) other than minor routine servicing, within the boundary of the property including gardens and drives and/or shared spaces and/or designated parking areas and/or the locality of the property.</p>		<p>roadworthy and SORN vehicles. The proposed variations increase the council's ability to take action against the tenant in respect of vehicle and parking issues.</p>
<p>Rights of access</p>		<p>Changed to access</p>	
<p>8.31 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</p>		<p>Removed</p>	

not cause or allow any obstruction across any Right of Access.			
Running a business			
<p>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.</p>	<p>6.48 We will refuse permission if we consider that your business or trade will cause a nuisance and/or an annoyance to your neighbours and/or others or will cause damage to your home. This is not a full list.</p>	Wording change	The wording of this clause has been altered for clarity and to include others who may be annoyed or caused a nuisance by a business rather than just a tenant's neighbours.
<p>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.</p>	<p>6.49 If we give you permission, we may withdraw our permission at a later date if your business or trade causes a nuisance and/or an annoyance to your neighbours and/or others and/or causes damage to your home. This is not a full list.</p>	Wording change	The wording of this clause has been altered for clarity and, as above, to include others who may be annoyed or caused a nuisance by a business rather than just a tenant's neighbours.
<p>8.35 If we give you permission, you will also need to get Planning permission and Building regulation approval if appropriate.</p>	<p>6.50 If we give you permission you may also need to get Planning Permission and Building Regulation approval if required and if so required, this would be a condition of the permission.</p>	Wording change	The wording of this clause has been altered for clarity and to make it clear that if such approval is required, that would be a condition of the council giving a tenant permission.

<p>Some examples of the businesses we will not allow are:</p> <p>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.</p> <p><i>This is not a full list</i></p>		Removed	
<p>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.</p>	<p>6.58 You are responsible for insuring your home contents. It is recommended that you take out a contents insurance policy which covers but is not limited to the following:</p> <ul style="list-style-type: none"> • Doors and windows. • Frozen pipe bursts. • Any damage you cause to your neighbour's property. • Losses incurred in a fire, flood, or burglary. 	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
<p>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.</p>		Removed	
<p>Section 9 - LIVING IN A SAFE AND HEALTHY HOME</p>	<p>9. Alterations and improvements</p>		
<p>9.1 You must help to keep communal areas and estates clean and safe and must not smoke in the communal areas of any block or Council owned building.</p>	<p>6.27 You must help to keep shared areas and estates clean and safe.</p> <p>6.28 You must not smoke in the shared areas of any block or council owned building.</p>	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights

			or responsibilities of the tenant or the Council
9.2 You must not block shared areas or leave litter or dirt or your belongings there.	6.29 You must not block, obstruct, create, or leave any hazard on any landing, corridor, stairwell lift, refuse chute, access way, fire escape or any other area. This includes, but is not limited to personal items, washing, household rubbish, bikes, pushchairs, mobility scooters, plants, and pet cages.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
9.3 You must dispose of all household rubbish and bulky items quickly and appropriately so they do not cause a nuisance.	6.29 You must not block, obstruct, create, or leave any hazard on any landing, corridor, stairwell lift, refuse chute, access way, fire escape or any other area. This includes, but is not limited to personal items, washing, household rubbish, bikes, pushchairs, mobility scooters, plants, and pet cages.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
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.	6.30 You, or anyone living with or visiting you, must not damage, dirty or vandalise any shared areas.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
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.	6.32 You must not wedge open, obstruct, or jam any fire door or shared doors.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of

			the tenant or the Council
<p>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 barbecue 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, smoke detectors or equipment that we have installed in your home or communal area.</p> <p><i>This is not a full list.</i></p> <p><i>9.10 If any part of your home is a fire escape you must keep it clear and free of all obstructions.</i></p>	<p>Preventing accidents and fires:</p> <p>6.19 You or anyone living with or visiting you, must not create a fire risk or trip hazard by:</p> <ul style="list-style-type: none"> • 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 shared areas) • Not keeping any part of your home which is a fire escape, clear and free of any obstructions • Using any form of combustion heating, portable gas, paraffin heaters or other combustible materials in your home • Storing materials, gas canisters or container(s) which are or contain any dangerous, flammable, or explosive materials either inside or outside your home, including on any balcony, garden, garage, shed or outbuilding. • Interfering with and/or damaging or removing any fire-safety equipment in your home or shared areas of flats • Tampering with the supply of gas, electricity, or water, or with any other services, meters, smoke detectors or equipment that we have installed in your home or shared area. • Not following manufacturers instructions for any electrical appliances. 	Wording change	The wording of this clause has been altered for clarity and to reflect the current legal position. This change does not affect the rights or responsibilities of the tenant.

<p>9.9 Battery-powered scooters for use by the elderly or disabled may be store in your home as 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 scooters within those parking areas.</p>	<p>19.1 Electric/battery powered scooters (including wheelchairs and mobility scooters) and electric bikes may be stored in your home so long as: They do not cause an obstruction and/or block a fire exit, and There is not already a parking area for electric scooters and bikes provided. You provide the Council with medical evidence that you require a electric/battery powered scooter for medical reasons.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
	<p>16.19 You must not erect any structure on communal/shared land including any garden shed.</p>	<p>New clause</p>	
<p>9.11 You agree that any items let 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.</p>	<p>6.38 You agree that any items left in shared areas may be disposed of. If we have to dispose of your belongings you agree that we can charge you for the costs that we incur in doing so.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>9.12 You or anyone at the property must not hoard items, animals or any other thing at the property. By hoarding his means the excessive collection and retention of any materials or items in the premises which could create a hazard, or a potential hazard to the tenant, other people (including Officers of the Council) or to neighbouring properties.</p>	<p>Hoarding: 6.23 You or anyone at the property must not hoard any items and/or materials at the property. 6.24 Hoarding means: an excessive number of items and/or materials being stored at the property in a manner which could create a hazard, or a potential hazard to the tenant, any members of their household, to neighbouring properties and anyone visiting the property, including council officers, agents and contractors. 6.25 You must not store items, waste and personal possessions to an extent which prevents you, your household and/or anyone visiting the property,</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>

	including council officers, agents and contractors, reasonable use of a room or space within the property 6.26 You must not store items and/or waste inappropriately in a way that may cause a health and safety hazard or encourage vermin and/or pests.		
Dealing with Pests and infestations 9.13 You must keep your home free of pests and avoid 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.	15.7 Any animal you keep or any animal in your home must not cause any damage to your home. You must not allow your home to become unhygienic from any animal. We will charge you the costs if we have to clean up after a pet, or repair damage caused by a pet, which is owned by you, a member of your household, a lodger, sub-tenant or visitor.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
9.14 You are responsible for dealing with infestations and pests. If you do not deal with infestations we will charge you the reasonable costs of special cleaning and any additional professional treatment that is necessary to deal with an infestation.	15.19 You are responsible for dealing with infestations and pests in your home or garden including but not limited to bed bugs, mice, rats, cockroaches and pharaoh ants. If you do not take reasonable steps to deal with infestations we will arrange and pay for the reasonable cost of special cleaning and any additional professional treatment that is necessary to deal with the infestation. This cost will be re-charged to you.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
Keeping Animals and Pets 9.15 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.	15. Pets & Pests 15.1 You must notify us prior to getting an animal that will be kept in the property or in the vicinity of the property. 15.2 You must get our written permission if you want to keep more than one domestic animal such as cat, dog, caged bird, or small animal.	Wording change	The effect of this proposed variation is that a tenant is required to seek the council's permission in respect of animals in more circumstances than currently.
9.16 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 car or		Removed	

<p>other large pet, unless it is a registered Guide dog or Hearing dog or you have obtained written permission.</p>			
<p>9.17 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 and horses Dogs specified under the Dangerous Dogs Act 1991</p>	<p>15.5 If you keep a dog you must also comply with the Control of Dogs Order 1992 which says that a dog must wear a collar and tag giving the owner's name and address at all times while in public. You must also comply with the Microchipping of dogs (England) Regulations 2015 which says that every dog over eight weeks old must be micro chipped and relevant owners' details kept up to date. If you keep poultry, including chickens, or any other captive birds, regardless of the number, you must register them with the Animal and Plant Health Agency and comply with any requirements specified by the Animal and Plant Health Agency.</p> <p>15.6 You must not keep unsuitable animals in your home, garden, or outbuildings. Unsuitable animals include, but not limited to:</p> <ul style="list-style-type: none"> • Wild animals • Poisonous insects and spiders • Poisonous or dangerous snakes or fish and large reptiles. <p>In addition:</p> <ul style="list-style-type: none"> • Animals registered under the Dangerous Wild Animals Act 1976. • Farm animals - for example, sheep, goats, pigs, cattle and horses. • Dogs specified under the Dangerous Dogs Act 1991 (as amended) except a Dog for which you and/or 	<p>Wording change</p>	<p>The effect of this proposed variation is that a tenant is now also required to comply with the legislation, regulations and requirements stated in the new clause 15.5</p>

	a member of your household and/or any visitors have obtained a valid certificate of exemption.		
9.18 You must not breed any animals at your home, or build a chicken coop, pigeon coop or aviary without first getting our written permission.	<p>15.14 You must not build a chicken coop, pigeon coop or aviary without first getting our written permission. If you own pigeons you must keep your home, your garden area and any balcony you have free from pigeon droppings.</p> <p>15.15 You must not run a pet/animal business from your home. This includes breeding animals for sale or boarding kennels.</p>	Wording change	The effect of the proposed additional wording is that there is an express prohibition on using a council property as boarding kennels and an express term about keeping a garden area and balcony free from pigeon droppings.
<p>Keeping Animals and Pets</p> <p>9.19 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.</p>	<p>15.15 You must not run a pet/animal business from your home. This includes breeding animals for sale or boarding kennels.</p> <p>15.17 You must keep your home free of pests and avoid doing anything which encourages an infestation of insects, vermin or other pests including but not limited to rats and pigeons, in either your home or communal/shared/shared areas. You must not throw scraps of food out of the window as this can lead to infestations. You must not feed rats, squirrels, pigeons or other vermin either at your home or within your garden, communal/shared/shared areas or in your local neighbourhood.</p>	Wording change	The wording of this clause has been altered for clarity and to include wording covering tenants not doing anything that encourages an infestation.
9.20 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	15.8 You, and anyone living with you, must not allow your pets to harm, frighten, annoy or cause a nuisance to any officer of the council or its employees and/or agents, or anybody in the neighbourhood. This includes: Letting your dog bark excessively	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of

<p>Creating any kind of danger to people's health</p> <p><i>This is not a full list</i></p>	<p>Failing to keep your pet under control, and Creating any kind of danger to people's health</p>		<p>the tenant or the Council</p>
<p>9.21 If your animal fouls in any area of the property, communal area or in the neighbourhood, then you must immediately remove the mess.</p>	<p>15.11 You must not allow your pets to foul public areas. You must collect any faeces and dispose of them immediately in a hygienic way. You must also take reasonable steps to clear up the area.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity and has been widened to include the requirement for tenants to collect any faeces and dispose of them immediately in a hygienic way.</p>
<p>9.22 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.</p>	<p>15.10 You must care for any animal in your home. We will ask you to remove an animal or withdraw our permission for you to have an animal if we believe that any animal you keep is neglected, causing a nuisance or we believe it is unsuitable to be kept in the property. We will do this in writing giving our reasons and the date by which you must comply. If you fail to do so, we may take legal action against you.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity and to widen the circumstances in which the council can remove an animal from a council property or withdraw permission for the tenant to have an animal</p>
<p>9.23 You, or anyone else living with you, must make sure your pet does not prevent us getting into your home.</p>	<p>15.9 You, or anyone else living with you, must make sure your pet or any other animal does not prevent any officers, employees and/or agents of the council from getting into your home.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>

<p>9.24 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.</p> <p>For more information see the tenant fact sheet on 'Pets In Your Home'.</p>	<p>15.16 Failure to comply with the above clauses may lead to permission being refused and/or being withdrawn and you being asked to remove the pet(s) from your home</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. Also, reference to a Tenant Factsheet, which is not a term of the Tenancy Agreement, has been removed. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>Section 10 - LIVING IN YOUR COMMUNITY</p>	<p>14 Behaviour</p>	<p>Wording</p>	
<p>10.1 Don't suffer in silence - please talk to us.</p> <p>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.</p>		<p>Removed</p>	<p>This is not a term of the Tenancy Agreement</p>
<p><i>Your responsibilities</i></p> <p>Respecting others</p> <p>10.2 You must be tolerant of the different lifestyles of others.</p>	<p>14.4 You must not discriminate against anyone because of their race, colour, religion or nationality, sex, age, culture, mental or physical disability, learning disability, sexual orientation, gender re-assignment or 1for any other reason. You must be tolerant of the different lifestyles of others.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity and widened to set out the basis upon which a tenant cannot discriminate against anyone else.</p>

			This change has an effect on the responsibilities of the tenant.
<p>10.4 Causing a nuisance, annoyance or disturbance</p> <p>You, your pets and anyone living with you or visiting you must not do anything to anyone that causes or is likely to cause a nuisance, danger, annoyance or disturbance to anyone living, visiting or working in the neighbourhood. Example of nuisance, annoyance or disturbance include:</p> <p>Loud noise</p> <p>Noise during unreasonable hours</p> <p>Intimidating behaviour</p> <p>Abusive language and threatening behaviour</p> <p>Shouting and slamming doors</p> <p>Allowing dogs to bark excessively and not cleaning up dog mess</p> <p>Being drunk and offensive</p> <p>Rubbish dumping</p> <p>Playing ball games close to someone else's home or vehicle</p> <p>Repairing vehicles (except minor maintenance to your own vehicle)</p> <p>Parking an illegal or un-roadworthy vehicle on or near your home</p> <p>Riding unlicensed vehicles on footpaths and grassed areas</p> <p>Throwing things (for example mud or stones) at another person or property.</p>	<p>14.2 You, your pets, and anyone living with you or visiting you must not do anything that causes or is likely to cause a nuisance, annoyance, disturbance, or danger to anyone living, visiting, or working in the neighbourhood. Examples of such behaviour include but are not limited to:</p> <p>a) Making loud noise and/or noise during unreasonable hours.</p> <p>b) Intimidating, abusive, offensive and/or threatening behaviour.</p> <p>c) Slamming doors.</p> <p>d) Allowing dogs to bark excessively and not cleaning up dog mess.</p> <p>e) Fly tipping, rubbish dumping or littering.</p> <p>f) Playing ball games close to someone else's home or vehicle.</p> <p>g) Throwing anything at another person or at another property.</p> <p>h) Throwing anything off of balconies or out of windows, balconies, or roofs.</p> <p>i) Sweeping and/or washing material on to the premises below.</p> <p>j) Playing loud music including having noisy parties and congregations.</p> <p>k) Loud arguments and/or fighting.</p> <p>l) Damaging or vandalising any council property including graffiti.</p> <p>m) Setting fires including bonfires.</p> <p>n) Riding motorbikes, mopeds, quad bikes, unlicensed vehicles, bikes and/or skateboards anywhere other than on the road, such as footpaths, grassed areas, and balconies.</p>	Wording change	The wording of this clause has been altered for clarity and lists more examples of behaviour that are considered to be causing nuisance, annoyance or disturbance.

<p><i>This is not a full list and there may be other activities which cause a nuisance or disturbance to others.</i></p>	<p>o) Installing or using equipment such as aerials to operate illegal radio broadcasts from any council property or shared roof. p) Jamming communal/shared doors open. q) Breaking shared security, for example allowing strangers to get into the building. r) Obstructing any shared areas, doorways or exits. s) Begging. t) Storing materials that may catch fire or blow up (or vehicles that use these materials) in your home or in shared areas.</p>		
<p>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</p>	<p>14.3 You (or anyone living with you or visiting your home) must not harass, threaten, assault, or abuse any other person. Examples of such behaviour include but are not limited to: a) Racist behaviour or language. b) Using or threatening to use violence towards anyone. c) Using abusive or insulting behaviour or words including through the use of social media or any other social platform. d) Stalking someone. e) Damaging or threatening to damage another person's home or possessions or other Council property. f) Writing threatening, abusive, or insulting graffiti. g) Verbally abusing, harassing, or trying to intimidate or using violence against any staff employed by or contracted to the Council. h) Making false or malicious complaints about the behaviour of any other person. i) You must not leave drug paraphernalia in any area where others might come into contact with them.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. Some of the examples set out in this clause are included in the new proposed clause 14.2 as set out above. This change does not effect the rights or responsibilities of the tenant or the Council.</p>

<p>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 shares areas. Making false or malicious complaint about the behaviour of any other person Drunken and rowdy behaviour</p> <p><i>This is not a full list and there may be other activities which cause a nuisance or disturbance to others.</i></p>			
<p>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 an other reason.</p>	<p>14.4 You must not discriminate against anyone because of their race, colour, religion or nationality, sex, age, culture, mental or physical disability, learning disability, sexual orientation, gender re-assignment or for any other reason. You must be tolerant of the different lifestyles of others.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity and to include the basis of culture and gender reassignment. The effect of this proposed change is that these basis are also prohibited.</p>
<p>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.</p>	<p>14.5 You (or anyone living with you or visiting your home) must not: Inflict domestic abuse or threaten violence against any other person living with you or elsewhere. Harass or use physical, mental, emotional, sexual, or financial abuse against any other person living with you or elsewhere.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>

<p>If you do, we will take action to evict you from your home.</p>			
<p>Criminal activity</p> <p>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.</p>	<p>14.6 You (or anyone living with you or visiting your home) must not use your home or any communal/shared/shared area or any area in the neighbourhood for any criminal and/or immoral activity. Examples of such behaviour include but are not limited to:</p> <ul style="list-style-type: none"> a) Prostitution. b) Human trafficking. c) Exploitation and abuse of children and adults including being involved in illegal pornography. d) Possessing, cultivating/manufacturing, dealing and/or taking illegal drugs. e) Keeping illegal or unlicensed firearms, ammunition, or weapons. f) Storing or handling stolen or counterfeit goods. g) Criminal behaviour including theft, burglary, robbery and/or assault. h) Storage of items or materials in your home that may be used for immoral or illegal purposes. i) Cybercrime. 	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity and to set out more examples of types of behaviour that will be considered to be criminal or immoral and a breach of the terms of the Tenancy Agreement.</p>
<p>10.9 Examples of criminal or immoral behaviour include:</p> <ul style="list-style-type: none"> 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 	<p>14.6 You (or anyone living with you or visiting your home) must not use your home or any communal/shared/shared area or any area in the neighbourhood for any criminal and/or immoral activity. Examples of such behaviour include but are not limited to:</p> <ul style="list-style-type: none"> a) Prostitution. b) Human trafficking. c) Exploitation and abuse of children and adults including being involved in illegal pornography. d) Possessing, cultivating/manufacturing, dealing and/or taking illegal drugs. 	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity and to set out more examples of types of behaviour that will be considered to be criminal or immoral and a breach of the terms of the Tenancy Agreement.</p>

<p>Storage of items or materials in your home that may be used for immoral or illegal purposes Exploitation and abuse of children and adults</p> <p>This is not a full list and there may be other examples of criminal, illegal or immoral activity.</p>	<p>e) Keeping illegal or unlicensed firearms, ammunition, or weapons. f) Storing or handling stolen or counterfeit goods. g) Criminal behaviour including theft, burglary, robbery and/or assault. h) Storage of items or materials in your home that may be used for immoral or illegal purposes. i) Cybercrime.</p>		
<p>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.</p>		Removed	
<p>10.11 What action can we take?</p> <p>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:</p> <p>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 apply with.</p>	<p>Consequences of breaching these terms</p> <p>14.9 If you breach any of the above terms, the council may take legal action against you. This includes, amongst other things:</p> <p>a) Applying for an Injunction Order with (or without a Power of Arrest) attached against you. b) Seeking an order that your tenancy be demoted to a Demoted Tenancy. c) Seeking a Possession Order to allow the Council to evict you from your home. d) Applying to the court for a Suspension Order suspending your right to buy for a period that the court may specify.</p>	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council

<p>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</p> <p><i>This is not a full list</i></p>			
<p>10.12 If you, or a person living in or visiting your home, engage in anti-social behaviour for which the Court grants the Council an Order for Possession, whether suspended or not, you may be required to pay the Council's reasonable administrative costs for pursuing you in response of the anti-social behaviour.</p> <p>For more information see the tenant fact sheet on 'Dealing with Anti-social Behaviour'.</p>	<p>14.9 If you breach any of the above terms, the council may take legal action against you. This includes, amongst other things:</p> <ul style="list-style-type: none"> a) Applying for an Injunction Order with (or without a Power of Arrest attached against you. b) Seeking an order that your tenancy be demoted to a Demoted Tenancy. c) Seeking a Possession Order to allow the Council to evict you from your home. d) Applying to the court for a Suspension Order suspending your right to buy for a period that the court may specify. <p>25.8 If you have an Introductory Tenancy the council can give you written notice in accordance with the Housing Act 1996 (as amended) that it intends to go to court to seek possession and in that notice reasons for that decision will be set out. You will have the right to request a review of that decision. If you do not request a review and/or you do but the decision to proceed with possession is upheld on review, the council can then issue possession proceedings against you to evict you from the property.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>

Section 11 - ENDING YOUR TENANCY OR MOVING HOME	25 Ending your tenancy	Reworded	
<p><i>How you can end your tenancy</i></p> <p>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.</p>	<p>How you can end your tenancy.</p> <p>25.1 If you want to end your tenancy, you must give the council at least 28 days' written notice (called 'notice to quit') The notice must be signed and dated. Please contact the council for further information.</p> <p>25.2 If you do not give a notice which complies with the requirements in paragraph 1 above the notice will not be valid and your tenancy will not end at the end of the notice period stated. This means that you will remain responsible for the rent, service charges and any other payments due in respect of your tenancy.</p>	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
<p>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.</p>	<p>25.3 You must return your keys to the council 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.</p>	Wording change	The wording of this clause has been altered for clarity. The effect is that the requirement for the notice to end on a Monday has been removed and it can end on any day of the week. This change does not affect the rights or responsibilities of the tenant or the Council.
<p>11.3 If you leave your home before the end of the 4-week period, you will still be</p>	<p>25.5 If you leave your home before the end of the four week period, you will still be responsible for paying</p>	Wording change	The wording of this clause has been

responsible for paying rent until the end of the notice period, but you may not be eligible for Housing benefit.	rent until the end of the notice period, but you may not be eligible for benefits to assist with housing costs.		altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
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.	25.4 In the case of joint tenants, one tenant can end the tenancy by giving the council notice in the same way, regardless of the views of any other joint tenant(s). Thus, one joint tenant can exercise this right and end the tenancy for all joint tenants. Notice given by one joint tenant will be binding on both or all of you.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
11.6 you must allow the Council access to inspect the property before you leave.	25.7 You must allow the council access to inspect the property before you leave, upon request.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
	25.8 If you have an Introductory Tenancy the council can give you written notice in accordance with the Housing Act 1996 (as amended) that it intends to go to court to seek possession and in that notice reasons for that decision will be set out. You will have the right to request a review of that decision.	New clause	Included to reflect legal position.
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 belonging and furniture	25.12 At the end of your tenancy you must: a) Leave your home so we can take possession of it. b) Leave your home, including the loft and garden, clean and tidy. c) Remove all your belongings and furniture.	Wording change	The wording of this clause has been altered for clarity and a requirement for the tenant to

Remove all rubbish and Remove your pets.	d) Remove all rubbish, and e) Remove your pets.		clear the loft has been included.
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 and cables to the meter.	25.16 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. Fixtures and fittings mean all appliances in your home that the council 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.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
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 a 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.	25.18 You agree that the council may get rid of any furniture and belongings you have left in the property after the tenancy has been terminated in such manner as the council sees fit. The council will charge you the cost of removing the items and doing any cleaning that is needed.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
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.	25.20 The council will also charge you for removing or making good any alterations you carried out at your home without first getting the council's written permission.		The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
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.	25.21 You must not allow any person to remain living in your home when your tenancy ends. If you do, the council will take Court action to gain possession and you may be charged for use and occupations charges and the council's court costs.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of

			the tenant or the Council
<p>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.</p> <p>For more information see the tenant factsheet on ‘Ending your Tenancy’.</p>	<p>25.22 If, as a result of a breach by you of your obligations in this section of the Agreement and/or acts committed by you and/or members of your household or your visitors for which you, as the tenant, were responsible, we are unable to re-let your home immediately to another tenant, you must pay to the council the equivalent of the rent that the council loses by not being able to let the property, until it is ready to be re-let.</p>	Wording change	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>Moving Home</p> <p>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.</p>	<p>6.62 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, you 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 and how long you have been waiting. The council will consider any application you make for a transfer to another property in line with its Allocations Scheme.</p>	Wording change	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>11.17 Unless there are exceptional circumstances, you will not be allowed to transfer to another property if:</p> <p>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 <i>This is not a full list</i></p>	<p>6.64 Unless there are exceptional circumstances, you will not be allowed to transfer to another property if:</p> <ul style="list-style-type: none"> • You owe any rent and/or Housing related debt/costs; and/or • Your property and garden are in poor condition; and/or • You have made alterations or improvements without our written agreement; and/or 	Wording change	<p>The wording of this clause has been altered for clarity. Also, this clause has been widened to include if a tenant owes housing related debt and/or costs and if a Notice of Seeking Possession has been</p>

	<ul style="list-style-type: none"> The council are in the process of taking possession. This includes if you have been served with a Notice of Seeking Possession. This is not a full list. 		served on the tenant. This change does affect the rights or responsibilities of the tenant or the Council
Section 12 - DATA PROTECTION	27 Fair processing notice and Data Protection GDPR		
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.	27.3 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. This may include: <ul style="list-style-type: none"> a) Contractors appointed to carry out repair, maintenance or improvement work to the property. b) Law enforcement agencies. c) Children and Adults Social Care, Education and schools. d) Housing Benefits and Council tax, DWP. e) Electoral registration. f) Local housing providers, and g) Professional advisers. 	Wording change	The wording of this clause has been altered to list out which organisations and council teams tenants information can be shared with.
12.4 These may include: Contractors appointed to carry out repair, maintenance or improvement work to the property Law enforcement agencies Children and Adults Social Care, Education and schools Housing Benefits and Council tax, DWP Electoral registration Local housing providers, and Professional advisers	27.3 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. This may include: <ul style="list-style-type: none"> a) Contractors appointed to carry out repair, maintenance or improvement work to the property. b) Law enforcement agencies. c) Children and Adults Social Care, Education and schools. d) Housing Benefits and Council tax, DWP. e) Electoral registration. f) Local housing providers, and g) Professional advisers. 	Wording change	The wording of this clause has been altered to list out which organisations and council teams tenants information can be shared with.

<p>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.</p>	<p>20.3 We 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.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>How we will store your information</p> <p>12.7 Personal and financial information is held in files which are stored in locked cupboards in a secure building. Only authorised Council staff has access to the area and only staff within the Housing team have access to unlock the cupboards.</p>	<p>27.4 Any hard copy files that contain personal and financial information are stored in locked cupboards in a secure building. Only authorised staff have access to such cupboards.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>12.10 Information will be retained for six years after the termination of your tenancy, after which it will be securely destroyed.</p>	<p>27.7 Information will be retained in accordance with article 51e Storage Limitation principle under UK General Data Protection Regulations Legislation.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity and to reflect the current legal position. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>Section 13 - TENANT FACTSHEETS</p> <p>PROVIDING MORE DETAILED INFORMATION AND ADVICE ABOUT OUR SERVICES</p>		<p>Removed</p>	<p>Factsheets are not a clause of your Tenancy.</p>

<p><i>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.</i></p> <p><i>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.</i></p> <p><i>For additional copies or information about the full range of further factsheets available:</i></p> <p><i>go to our website at www.reading.gov.uk</i> <i>by email: neighbourhoodservices@reading.gov.uk or</i> <i>by telephone: on 0118 937 2161</i> <i>(Neighbourhood Services)</i></p>			
	Rents and Other payments		
	<p>5.4 Your rent is charged weekly. If you are paying fortnightly, four weekly or monthly, it is your responsibility to ensure you have calculated the correct amount to pay, or to contact us if you are unsure. If your account is not being paid up to date or in advance, you will be required to clear the arrears. If you are unable to do this in one payment, then you need to contact us to see if you can pay an amount above your current rent until your account is up to date.</p>	New clause added	This clause has been added to reflect the current legal position and to reflect that some tenants pay rent weekly, whilst others pay fortnightly, four weekly or monthly. This change slightly affects the rights or responsibilities of

			the tenant or the Council.
	Your rights and responsibilities		
	<p>6.14 You or anyone living with you must not interfere with, damage, turn off or remove any equipment that we have installed in your home or communal areas. This includes but is not limited to pumps, environmental sensors including humidity sensors, intercom and/or Tunstall systems, door entry systems, positive input ventilation systems, fire alarms, smoke detectors, carbon monoxide detectors. If damage is caused to the property and/or damp or mould growth occurs in the property as a result of you or anyone living with you or visiting you interfering with equipment, you agree that the council can re-charge you for the cost of any work it has to carry out as a result.</p>	New clause added	This clause has been added for clarity and to reflect the types of equipment that are commonly installed in council homes. This change does not affect the rights or responsibilities of the tenant or the Council.
	<p>6.15 You must also keep your home adequately heated and ventilated so as to assist in the prevention of condensation</p> <p>6.16 You must take reasonable steps to avoid moisture building up (condensation) within the property and causing damage. These steps include:</p> <ul style="list-style-type: none"> • Keeping the property well ventilated, in particular your bathroom and kitchen as a result of bathing, washing, indoor drying of clothes and cooking. This includes using any extractor mechanisms that may be in your property • Not using unvented tumble dryers, cylinder gas heaters or cookers, paraffin heaters or other appliances that generate moisture • not blocking or obstructing air vents or other means of ventilation. You must regularly clean the vents and ensure they are not clogged 	New clauses added	These clauses have been added to reflect the current legal position and to ensure that council homes remain in a good condition and a safe place to live. This change affects the rights or responsibilities of the tenant or the Council.

	<ul style="list-style-type: none"> • Keeping the property sufficiently heated by using any heating we have provided in your property • Not overcrowding your property • Preventing damage to woodwork and plasterwork by regularly wiping down and drying any surfaces and windows where moisture settles. If mould growth develops, you must clean it off using a fungicidal solution. • Wipe dry the insides of windows. • Not overcrowd any rooms with furniture and/or possessions • Not overfill any loft spaces with furniture and/or possessions • Not turning off and/or interfering with any ventilation system within the property including extractor fans and a Positive Input ventilation system if one is installed <p>6.17 You should take reasonable steps to prevent heat loss, such as fitting draught excluder strips to the letterbox, external doors, and window frames.</p> <p>6.18 If your property suffers from condensation or damp, you must inform our Customer Services Team and follow any reasonable advice given to you by the council.</p>		
	<p>6.20 If your property is fitted with a smoke detector, and/or a carbon monoxide alarm, or other monitoring device you must keep it in working order by replacing batteries and reporting when there is a defect.</p>	New clause added	This clause has been added to reflect the current legal position and to ensure the safety of tenants, visitors and council officers. This change affects

			the rights or responsibilities of the tenant or the Council.
	<p>6.33 You must not give out any keys, fobs or pass codes to entry doors or other restricted access areas.</p> <p>6.34 You are responsible for the safe keeping of your own keys, fobs, and pass codes for the main door entry controlled system and restricted access areas. You will be charged for any replacement or additional key requests</p>	New clauses added	These clauses have been added to reflect the current legal position and to ensure the safety of tenants. This change affects the rights or responsibilities of the tenant or the Council.
	6.35 You must not use any shared electrical point to power or charge any appliance	New clause added	This clause has been added to reflect the current legal position and to ensure the safety of tenants. This change affects the rights or responsibilities of the tenant or the Council.
	6.36 You must not trail electrical wires and/or extension leads and/or cables out of your home including out of any of your windows, doors, vents, pet flaps and letterbox. This includes trailing wires and/or extension leads and/or cables out into any shared area.	New clause added	This clause has been added to reflect the current legal position and to ensure the safety of tenants and council officers. This

			change affects the rights or responsibilities of the tenant or the Council.
	6.37 You agree that we can remove any obstruction or hazard we find in shared areas and charge you for any costs that we incur.	New clause added	This clause has been added to reflect the current legal position and to ensure the safety of tenants and council officers. This change affects the rights or responsibilities of the tenant or the Council.
	<p>6.39 You must dispose of all household rubbish and recyclable waste in a safe and appropriate manner. Household rubbish must be placed in a dustbin, refuse chute or any other designated by the Council. Recyclable waste must be placed in the appropriate bin provided by the Council.</p> <p>6.40 You and anyone living with you must participate in the council's waste and recycling scheme</p> <p>6.41 If you live in accommodation where a shared rubbish chute is provided you must place your rubbish in small bags and place these into the chute. You must not put anything other than daily household waste down the shared rubbish chute.</p>	New clauses added	These clauses have been added for clarity and to reflect the current legal position and to ensure that council homes are kept clean and hygienic and to guard against infestations. This change does not affect the rights or responsibilities of the tenant or the Council.

	<p>6.42 You must not store or accumulate waste in your home and/or your driveway or gardens.</p> <p>6.43 Non-household rubbish must be disposed of appropriately and should not be left in any area designated for household rubbish only. Batteries must not be disposed of with your Household waste.</p> <p>6.44 You must dispose of all household waste and bulky items quickly and appropriately, so they do not cause a nuisance.</p> <p>6.45 You must dispose of any hazardous waste safely and hygienically. This includes, but is not limited to, syringes, nappies and sanitary and incontinence pads, batteries, and household appliances.</p> <p>6.46 You must not flush anything other than human waste and toilet paper down the toilet.</p>		
	<p>6.56 You are responsible for the safe keeping of your own keys, which includes front door, windows, shed(s) and any outbuildings. You will be responsible for paying a reasonable charge for any gain entry or lock change requests.</p> <p>6.57 You and/or members of your household must take reasonable steps to secure your property, for example, lock windows and doors when you go out.</p>	New clauses added	These clauses have been added to reflect the current legal position and to ensure the safety of council homes and tenant belongings. This change affects the rights or responsibilities of the tenant or the Council.
	<p>6.59 We are not responsible for loss or damage to your belongings caused by other residents.</p>	New clause added	This clause has been added to reflect the

			current legal position. This change affects the rights or responsibilities of the tenant or the Council.
	Your right to apply to move:		
	6.63 The offer of a new tenancy within this borough will depend on the urgency of your housing need, the needs of other transfer applicants and on the availability of alternative accommodation.	New clause added	This clause has been added to reflect the current legal position. This change affects the rights or responsibilities of the tenant or the Council.
	7. Solar Panels		
	7.2 You will be liable to pay us any reasonable costs that we incur to rectify any damage to the Solar Panel system caused by you, members of your household or visitors to your home or any damage caused by your failure to report any damage, disturbance and/or overshadowing to the Solar Panel System of which you are reasonably aware.	New clause added	This clause has been added to reflect the current legal position and to reflect that solar panels are now more commonly installed in/on council homes than was previously the case. This change affects the rights or responsibilities of

			the tenant or the Council.
	8. Repairs		
	<p>8.2 We are responsible for keeping in repair the structure and exterior of your home. This includes roofs, walls, floors, ceilings, window frames, external doors, drains, gutters, and outside pipes.</p> <p>8.3 We are responsible for keeping in repair the structure and exterior of the building in which your home forms part.</p> <p>8.4 We will keep in repair and proper working order the installations in your home for the supply of water, gas, and electricity and for sanitation, including:</p> <ul style="list-style-type: none"> • Basins, sinks, baths, toilets, flushing systems, and waste pipes (but not other fixtures, fittings, and appliances for making use of the supply of water, gas or electricity). • Electric wiring including sockets, switches, and light fittings (excluding bulbs). <p>8.5 We will keep in repair and proper working order the installations in your home for space heating and heating water, including gas pipes, water pipes, water heaters, fitted fires and central heating installations.</p> <p>8.6 We must:</p> <ul style="list-style-type: none"> • carry out repairs for which we are responsible within a reasonable period of time of being put on notice, and • clear up after a repair. <p>8.7 We will take reasonable care to keep any shared areas around your home (e.g. stairs, lifts, landings, lighting, entrance halls, pathways, shared gardens, parking areas and rubbish chutes) in a reasonable condition.</p>	New clauses added	These clauses have been added to reflect the current legal position. This change affects the rights or responsibilities of the tenant or the Council.

	<p>8.8 We are not responsible for repairing anything that has become damaged or defective as a result of your act or omission or that of a person living with or visiting you. If you have caused damage which presents a health and safety risk and/or a risk to the property or the building that it is in, we will carry out a repair and then re-charge you for the costs of the repair work and to rectify the damage caused.</p> <p>8.9 It is your responsibility to repair or replace the following:</p> <p>Door handles and latches.</p> <p>Toilet chains/handles.</p> <p>Drawer handles.</p> <p>Curtain battens.</p> <p>8.10 We have no responsibility to install, extend or improve existing (unless we are required to do so to abate a statutory nuisance or to satisfy any statutory provisions):</p> <ul style="list-style-type: none"> • Ventilation. • Heating. • Insulation. • Internal plasterwork. • Electrical appliances and fittings within your home. <p>8.12 You must keep appointments that we have agreed with you to inspect, survey and/or carry out any repairs. If you fail to provide access, we may charge you to recover our costs.</p>		
	<p>Improvement works</p>		

	8.20 The council are under no obligation to carry out improvement works in your property.	New clause added	This clause has been added to reflect the current legal position. This change affects the rights or responsibilities of the tenant or the Council.
	8.21 If the council wishes to carry out improvement works at the property which are considered by the council to be necessary, you will be given reasonable notice of those works and that access is required.	New clause added	This clause has been added to reflect the current legal position. This change affects the rights or responsibilities of the tenant or the Council.
	9. Alterations and improvements		
	<p>9.4 We will not give you permission to do anything which compromises the fire safety of the property. This includes, but is not limited to, fixtures to the structure and/or exterior of a block of flats, including aerials.</p> <p>9.5 We will not give you permission if permission is sought for an installation which is to be fixed to rendering, cladding, door, window frames or surrounds or the roof.</p> <p>9.7 You must not alter the fire rating of your property by removing walls, doors and/or door closers. If you seek permission for such work, it will be refused.</p>	New clauses added	These clauses have been added to reflect the current legal position and to ensure the safety of tenants and council homes. This change affects the rights or responsibilities of the tenant or the Council.

	<p>9.8 You must not remove external doors and replace them with doors which do not comply with fire regulations. If you seek permission for such work, it will be refused. This includes the entrance door to the property.</p>		
	<p>10. Access to your property</p>		
	<p>10.6 If you live in Sheltered accommodation or Extra Care Housing, the following circumstances are what the council also consider to be urgent and/or an emergency situations which will necessitate a forceable entry:</p> <p>a. If there is a fault with the emergency monitoring equipment within your property which is affecting the system operation in other properties and/or wider sites; and/or</p> <p>b. If you are away from your property for more than 7 days and have failed to arrange and notify us of arrangements for flushing of your water supply within your property which assists to counteract the risk of legionella</p> <p>c. If you have failed to allow access for monthly water temperature checks in the property which assists to counteract the risk of legionella.</p> <p>10.8 If you live in a flat or maisonette, we may need to carry out work or repairs on your block or where we will require access to a number of properties</p> <p>10.9 In the event that you fail and/or refuse to provide access when requested we can take legal action against you which could include an Injunction Order compelling you to provide access and/or possession proceedings to recover possession of the property. If we take legal action against you we will seek payment of the council's legal costs from you</p>	<p>New clauses added</p>	<p>These clauses have been added to reflect the current legal position and to ensure the safety of tenants, council officers and council homes. This change affects the rights or responsibilities of the tenant or the Council.</p>

	<p>10.11 If you repeatedly refuse us entry to carry out necessary works, 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 these 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.</p>		
	<p>11. Gas</p>		
	<p>11.2 You will receive reminders from us to book your annual gas safety check with us. Upon receipt of these you must book it within the allocated time period. If you do not, we will book it for you and you will be charged for the cost of doing so.</p> <p>11.3 You must ensure that you have sufficient credit on the gas and electric meter to enable the check to be carried out.</p> <p>11.5 You must not obstruct or attempt to obstruct the gas safety engineer and/or any employees of the council who attend at the property to carry out the gas safety check.</p> <p>11.6 You must not make any alterations to any gas appliance or installation in your home (including any gas meter and any other associated pipe work or equipment).</p> <p>11.7 You must not obstruct or hinder access to any gas appliance or installation in your home (including any gas meter and any other associated pipe work or equipment).</p>	<p>New clauses added</p>	<p>These clauses have been added to reflect the current legal position and to ensure the safety of tenants and council homes. This change affects the rights or responsibilities of the tenant or the Council.</p>

	<p>11.8 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. You agree that if any Gas Cooker and/or hob is found to have not been installed correctly or installed by a registered provider, the council can ask you to remove it and you must do so. Alternatively, you agree that the council can remove it and re-charge you for the cost of that work.</p> <p>11.9 You must not use any form of combustion heating, portable gas, paraffin heaters or other combustible materials in your home.</p> <p>11.10 You must not interfere with the gas supply.</p>		
	<p>13. CCTV</p>		
	<p>13.1 You must submit a written request to the council before installing any type of domestic CCTV or surveillance equipment, this includes:</p> <ul style="list-style-type: none"> a) Cameras b) Microphones c) Visual or audio recorders d) Smart/video doorbells (including Ring Video Doorbells) <p>13.2 If domestic CCTV or surveillance equipment is installed without written permission from the council, you will be asked to remove it. If you do not remove the equipment when requested, the council will remove it and you will be recharged the costs of the removal and any associated remedial works.</p>	<p>New clauses added</p>	<p>These clauses have been added to reflect the current legal position and reflects the increased use of domestic CCTV and surveillance equipment. This change affects the rights or responsibilities of the tenant or the Council.</p>

	<p>13.3 If the council approves a request for Domestic CCTV or surveillance equipment to be installed, you will be advised of the decision in writing.</p> <p>13.4 The installation of domestic CCTV or surveillance equipment must not cause any damage to your property or the building in which your property is situated.</p> <p>13.5 If the council approves a request for Domestic CCTV or surveillance equipment to be installed, you will be provided with a leaflet which sets out guidance from the Information Commissioners Office. You must comply with all of the guidance provided by the Information Commissioners Office, both in the leaflet and on the Information Commissioners Office’s website.</p> <p>13.6 If the council approves a request to install Domestic CCTV or surveillance equipment to be installed, you will be treated as the data controller for the equipment.</p> <p>13.7 If the council approves a request to install Domestic CCTV or surveillance equipment, an officer from the council may visit your property to inspect the equipment. You must provide access for this inspection. If the equipment has caused damage to the property and/or the council become aware that you are not following the guidance provided by the Information Commissioners Office, you will be asked to remove the equipment. If you do not remove the equipment when requested, the council will remove it</p>		
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	and you will be recharged the costs of the removal and any associated remedial works.		
	14. Behaviour		
	<p>14.7 You or any person living with you must not become a member of a gang and/or allow a member of a gang to visit the property and/or become involved in gang related activity or violence.</p> <p>14.8 When we refer to a gang, we mean the definition applied by the Metropolitan Police Authority as amended from time to time which is ‘a group of individuals involved in persistent criminality for some form of personal gain (this includes profit and/or to gain or to demonstrate status) which is causing significant harm to the community and/or is of cross border concern.’ Significant harm can have one or more of the following characteristics: significant profit or loss; significant impact on community safety; serious violence; corruption; exercise of control.</p>	New clauses added	These clauses have been added to reflect the current legal position and to ensure the safety of tenants. This change affects the rights or responsibilities of the tenant or the Council.
	15. Pets and Pests		
	<p>15.3 You must keep any animals under proper control.</p> <p>15.4 If you keep a dog, you must keep the dog on a lead at all times except within your own home and garden unless the garden is a shared garden.</p> <p>15.12 You must take all reasonable steps to prevent your pets or visitors’ pets from fouling the inside of your property or any communal/shared/shared areas.</p>	New clauses added	These clauses have been added to reflect the current legal position and to ensure the safety of tenants and to ensure that council homes remain clean and hygienic places to live. This change affects the rights or responsibilities of

	<p>15.13 You must not allow any animal droppings to build up in your garden including shared gardens and/or balconies.</p> <p>15.18 You must report any infestation in your home or garden, including communal/shared/shared garden, to us as soon as possible</p>		the tenant or the Council.
	<p>16. Garden and shared Gardens</p>		
	<p>Responsibility for your own garden and outside areas.</p> <p>16.4 You must not plant climbing plants against the building. Climbing plants include ivy.</p> <p>16.5 You must remove self-seeding climbing plants and trees. We reserve the right to recharge you for the cost of removal of any such vegetation and any associated structural repairs.</p> <p>16.6 You must not lay an artificial lawn. This includes astro turf.</p> <p>16.7 You must keep any garden and path clean, tidy and free from obstruction. You should not leave rubbish or large items such as unwanted furniture, white goods, and mattresses in your garden.</p> <p>16.9 You must not dig in the garden to a depth more than 0.5m or in any event within 3m of any structural wall or boundary.</p> <p>16.10 If you do not comply with any of the terms in this section we may clear and/or cut back your garden and/or outside area and re-charge you for the work.</p> <p>16.11 You must not extend any garden and/or outside area beyond its existing boundary.</p>	New clauses added	These clauses have been added to reflect the current legal position. This change affects the rights or responsibilities of the tenant or the Council.

	<p>16.12 You must not store or leave any personal belongings in any shared gardens or communal/shared outside areas. This includes but is not limited to, flowerpots, children’s buggies, bicycles, re-chargeable motorised vehicles, toys, boots, and shoes.</p> <p>16.13 You must not leave any rubbish in any communal/shared gardens or outside areas.</p> <p>16.14 You must not use inflatables or set up any paddling/swimming pools, trampolines and/or bouncy castles in any communal/shared gardens or outside areas without our prior written permission. In deciding whether to grant permission, you will need to demonstrate that you have the necessary public liability insurance cover and that adult supervision will be provided at all times.</p> <p>16.15 You must not install swings and/or slides in communal/shared gardens or outside areas.</p> <p>16.16 You must not light any fires, including bonfires, in any communal/shared gardens. If you use a barbeque this must be at least 5 meters away from any building including garages, sheds, or outbuildings.</p> <p>16.17 You must not cut down, top, lop, uproot, damage, or destroy any tree, shrub, plant or hedge on communal/shared garden or outside areas.</p> <p>16.18 You must not plant any plants, shrubs, hedges and/or trees in any communal/shared garden or outside areas.</p>	New clauses added	These clauses have been added to reflect the current legal position, to ensure the safety of tenants, and to ensure that nuisance is not caused to others. This change affects the rights or responsibilities of the tenant or the Council.
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	<p>16.20 You must not separate off in any way any part of any communal/shared garden or outside areas.</p> <p>16.22 You must not install a gate anywhere on any communal/shared garden or outside areas.</p> <p>16.23 We reserve the right to remove any items that are placed in the communal/shared garden or outside areas without permission and dispose of them, as well as repairing any damage arising from misuse of those areas and recharge the cost to the tenant responsible where known.</p>		
	17. Fences and Boundaries		
	<p>17.5 We will keep in repair any boundary fence or wall we have provided.</p> <p>17.6 We may remove and replace broken fences, gates or walls we have provided rather than repair the existing. We will not necessarily replace any broken fences, gates or walls in a similar style or material as the previous one.</p>	Wording change	The wording of this clause has been altered for clarity and to reflect the current legal position. This change does not affect the rights or responsibilities of the tenant or the Council.
	18. Parking and Vehicles		
	<p>18.1 You and any members of your household and/or visitors to your property must only park on either the road, in a designated parking area or on the driveway to the property, subject to compliance with the other terms of this Tenancy Agreement.</p>	Wording change	The wording of this clause has been altered for clarity and to reflect the current legal position. This change slightly

	<p>18.8 If, within the locality of your property there are car parking spaces with designated electric car charging points, you and any members of your household and/or visitors must only use these spaces if you have an electric car and are using this space solely for the purpose of charging the car</p> <p>18.12 You, any members of your household and/or visitors to your property must not leave any vehicles that are in a dilapidated and unroadworthy condition on any road, designated parking area and any other land that the council own or control in the locality of the property.</p> <p>18.16 In these circumstances, the council will use its best endeavours to notify the owner of the vehicle /or affix a notice onto the vehicle setting out its intention to remove the vehicle if it is not removed from land owned or controlled by the council.</p> <p>18.7 You agree that if the council removes a vehicle belonging to you and/or members of your household and/or visitors to your property in accordance with the above term, the council can re-charge you for the costs incurred in removing the vehicle and any associated costs.</p> <p>18.8 You agree that the council can re-charge you for any costs it incurs in repairing any damage caused from a vehicle (including car, van, boat, caravan, motor home, trailer or commercial vehicle) which is owned by you, a member of your household and/or visitor.</p>		<p>affects the rights or responsibilities of the tenant or the Council.</p>
	<p>19. Electric/battery Powered Wheelchairs, Scooters and Bikes</p>		
	<p>19.2 Electric/battery powered scooters (including wheelchairs and mobility scooters) must not be left or stored in any communal/shared or shared areas inside</p>	<p>Widened & further Clauses</p>	<p>The Council is proposing to add in these additional</p>

	<p>the building your home is in (for example entrance halls, stairs, landings).</p> <p>19.3 If parking areas for Electric/battery powered scooters (including wheelchairs and mobility scooters) are provided, you must park within this area.</p> <p>19.4 You must only charge an Electric/battery powered scooter (including wheelchairs and mobility scooters) between the hours of 8am and 8pm.</p> <p>19.5 When charging an electrical battery you must:</p> <ol style="list-style-type: none"> a. Ensure that the battery is charged on a hard flat surface where heat can dissipate. b. Always follow the manufacturers' instructions when charging. c. Never leave the battery unattended or charge it while you are asleep. d. Only use the correct charger for your battery and buy any replacements from a reputable seller. <p>19.6 Once you have finished charging a battery you must always ensure that you unplug the charger.</p> <p>19.7 You must not modify or tamper with any battery in any electronic/battery powered wheelchair, scooter, or bike.</p> <p>19.7 You must not modify or tamper with any battery in any electronic/battery powered wheelchair, scooter, or bike.</p>		<p>clauses, the effect of which sets out more obligations and prohibitions on the part of the tenant in respect of electric/battery powered scooters.</p>
	<p>19.8 You must not keep quadbikes, surrons or motorbikes inside your home or in any shared areas inside the building your home is in (for example entrance halls, stairs, or landings).</p>	<p>New clause added</p>	<p>This clause has been added to reflect the current legal position. This change affects the rights or</p>

			responsibilities of the tenant or the Council.
	20. Fraud		
	<p>20.1 You must not carry out or commit any fraud in relation to your tenancy. Examples of tenancy fraud include, but are not limited to:</p> <ul style="list-style-type: none"> a. Not telling us the truth about your circumstances, either deliberately and/or recklessly, which induced us to grant you the tenancy. b. Subletting. c. Claiming welfare benefits for the property, for example, housing benefit and/or council tax benefit, when you have no entitlement to receive these benefits. d. Paying your rent or other charges with misappropriated bank cards. <p>Forging documents and/or signatures on documents which are submitted to the council in relation to your tenancy.</p> <p>20.2 Tenancy fraud can result in both criminal prosecution and civil legal action being taken against you. The council can take legal action to seek to repossess the property if you breach the above term, including if you (or somebody acting on your behalf) has been found to have made a statement you know is false or gives us misleading information in order to obtain this tenancy.</p>	New clauses added	These clauses have been added for clarity and to reflect the current legal position. This change does not affect the rights or responsibilities of the tenant or the Council.
	21. Second Home		
	21.1 During your tenancy you should not (either solely or jointly) own or rent any other residential property which is physically and/or legally available for you to	New clauses added	These clauses have been added for clarity and to reflect the

	<p>live in and which would be suitable for you to live in as your home.</p> <p>21.2 You must tell us immediately if you own a residential property and/or have another residential lease or tenancy and/or have a licence to occupy another property.</p> <p>21.3 If you inherit a property during your tenancy the conditions set out in Clauses 22.1 and 22.2 are enforceable once the inherited property is no longer subject to probate and you have owned the property for more than 6 months, following the grant of probate.</p> <p>21.4 If we discover that you have a legal or beneficial interest in another property, we will require you to provide evidence that this it is not your principal home and you must provide this to the satisfaction of the council.</p> <p>21.5 In considering what action should be taken in relation to the above terms, we will consider your circumstances and the proportionality of seeking possession including but not limited to:</p> <ul style="list-style-type: none"> • Whether the property is fit to live in. <p>Whether the property is suitable for your household, taking into account the size of the property, your income and employment, any disability, or medical problems you have, its location in the UK or elsewhere and any other relevant circumstances.</p>		<p>current legal position. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
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	<p>23. Succession</p> <p>Secure tenants - for tenancies that began on or after 1st April 2012.</p> <p>23.8 If you are a Secure tenant on your death and someone is entitled to succeed to the tenancy, that person will also be a Secure tenant.</p> <p>23.9 If you are a Secure tenant, only your spouse, civil partner or cohabitee can succeed to the tenancy as long as they were occupying the property as their only or principal home at the time of your death</p>	New section added for Post 2012 tenancies for clarity	The wording of this section has broken down into tenancy types and commencement of tenancy dates for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
	<p>25. Ending your Tenancy</p> <p>25.9 If you have a secure tenancy and you are not occupying your property as your only or main home and/or you have sublet all of your home, the Council will end your tenancy by giving you a Notice to Quit. This will give you at least four weeks' notice. The council can then issue possession proceedings against you to evict you from the property.</p> <p>25.10 The council can end your tenancy by obtaining a Possession Order for the property from the court and by the execution of the Possession Order. The council may seek such an order on any of the statutory grounds for possession set out in schedule 2 to the Housing Act 1985 (as amended).</p> <p>25.13 At the end of your tenancy, you must return all keys that you have been provided (including door keys, window keys, keys/fobs for shared areas where applicable, shed keys, alley keys and meter keys) to the council's Civic Office by 12pm (noon) on the day your tenancy ends.</p>	New section added	This section has been added to reflect the current legal position. This change affects the rights or responsibilities of the tenant or the Council.

	<p>25.14 You must provide the council with your forwarding address and contact details.</p> <p>25.19 You agree that if any animal(s) are left in the property they will be treated as abandoned by you and, in these circumstances the council will arrange for the animal(s) to be removed. The council will charge you any costs associated with the removal and care of these animals.</p> <p>25.23 You may not be granted another council tenancy if you:</p> <ul style="list-style-type: none">a. Are evicted from your council property.b. Abandon this property and do not return the keys.c. Leave the property in a poor condition and fail to pay for repairs and/or replacements, and/ord. Owe rent for any previous council properties.		
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LANDLORD PRELIMINARY NOTICE OF VARIATION OF TERMS OF SECURE AND INTRODUCTORY TENANCIES

Preliminary Notice of Variation

Section 103 of the Housing Act 1985 (as amended)

Under the Housing Act 1985, Reading Borough Council has the right to change the terms and conditions of your Tenancy Agreement by serving a Notice of Variation.

We are now giving you formal notice that we are intending to serve a Notice of Variation to change the terms and conditions of your current Tenancy Agreement later this year.

Why are the changes needed?

Reading Borough Council has not had a major review of the terms and conditions of your Tenancy Agreement since 2016. During that period of time, there has been changes in Housing legislation and responsibilities for both tenant and landlord have been introduced.

In addition, there have also been lifestyle and other changes that have meant some of the clauses in the current Tenancy Agreement have had to be strengthened or added in order to make them more effective. The lifestyle changes have also meant that additional new clauses to the Tenancy Agreement are required to strengthen both landlord and tenant rights and responsibilities.

We have also looked at the layout of the current Tenancy Agreement and changed the way it looks and the order in which it reads. We have tried to make the wording of the clauses in the new Agreement as easy to read and understand as possible.

This Preliminary Notice of Variation outlines all of the changes we propose to make to the Tenancy Agreement.

This Preliminary Notice details what the current Tenancy Agreement says and what it is proposed the new Tenancy Agreement will say. In addition, it includes information on the effects of the proposed variations.

In order to make it easier for you to see where existing clauses are proposed to be altered and because the layout of the new Tenancy Agreement is different to the current Tenancy Agreement we have listed the name of the various sections of the current Tenancy Agreement and the name of the section of the new Tenancy Agreement where these clause (or proposed new/similar clauses) can be found.

What happens next?

You are entitled to comment on the proposed variations, and we must consider your comments. The deadline for you to provide us with your comments and feedback, should you wish to do so, is 26th May 2025.

Please see the details set out on the covering letter to this Preliminary notice for where to send your comments and feedback.

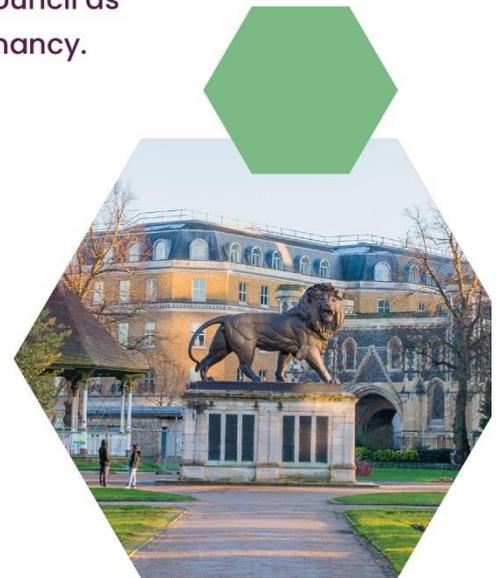
We will look at and consider all of the comments and feedback we receive and will then decide which changes we need to and still wish to make. We will then send out a formal 'Notice of Variation' to each tenant and the changes will become effective **four** weeks later.

The changes are listed below.



Your Tenancy Agreement

This is an important legal contract between you, as a Tenant of Reading Borough Council and Reading Borough Council as your landlord, and contains the conditions of your tenancy.



Contents

Definitions.....	3
1. About your tenancy.....	5
2. General conditions of your tenancy.....	6
3. Summary of legal rights.....	8
4. Legal notices	9
5. Rent & Other payments.....	10
6. Your rights and responsibilities	11
7. Solar Panels.....	19
8. Repairs	20
9. Alterations and improvements.....	23
10. Access to our property	25
11. Gas	27
12. Flooring.....	28
13. CCTV	29
14. Behaviour	30
15. Pets & Pests.....	32
16. Garden & shared gardens.....	35
17. Fences/Boundaries	37
18. Parking and Vehicles	38
19. Electric/Battery Powered Wheelchairs, Scooters and Bikes.....	39
20. Fraud.....	40
21. Second Home	42
22. Assignment and Exchange	42
23. Succession.....	43
24. Right to Buy.....	45
25. Ending your tenancy.....	46
26. Consultation and involving you in decision making	48
27. Fair processing notice and Data Protection GDPR.....	48
28. Complaints/Compliments.....	50

Definitions

This Agreement - your tenancy agreement that you have signed

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.

Secure tenancy - other than in special circumstances set out in this agreement you have the right to live peacefully at your property for as long as you want, provided you do not breach the terms of this Tenancy Agreement. If you are living in your property the Council cannot evict you from the property without first notifying you in writing and obtaining an Order from the Court to evict you.

Introductory tenancy - is a one year trial Council tenancy. It gives you most of the same rights as a Secure Council tenancy but you can be evicted more easily. Unless the council serves legal notice upon you during the trial period, either extending the trial period or notifying you that it intends to seek possession, you will automatically become a Secure tenant and the end of the trial period.

Sole tenancy - a tenancy held by only one person and with only one person named on the Tenancy Agreement.

Joint tenancy - a tenancy held by more than one person and with more than one person named on the Tenancy Agreement. Joint tenants each have all the rights and responsibilities set out in the Tenancy Agreement and are all responsible for making sure the tenancy conditions are met. Joint tenants have equal rights to stay in the tenancy until it is ended.

If one joint tenant formally ends the tenancy, the tenancy comes to an end even if the other joint tenant has not asked to end the tenancy.

Neighbour - anyone living in the Neighbourhood, including other tenants, people who own their own homes and local businesses.

Neighbourhood - any area located within the Reading Borough Council boundary or adjoining boundaries where Reading Borough Council residential premises are 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 - the parts of the building or outside areas that all tenants can use or have access to, for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas, bin areas.

Garden - lawns, hedges, flowerbeds, trees, shrubs, outside walls, fences, paths and paved areas.

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 - a crime committed against someone because of their race, religion, disability, sexual orientation or gender identity.

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. This is not a full list.

Written permission - written communication from the council giving you permission to do something.

Animal - any bird, fish, insect, mammal, reptile or spider.

Sub-letting - to let all or part of the property to someone else.

Lodger - someone who rents a room in your property and shares at least part of the rest of the property with you.

Shared areas - The parts of the building or outside areas that all tenants can use or have access to, for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas, bin areas.

1. About your tenancy

- 1.1. This Agreement is a legal contract that sets out your rights and responsibilities as a tenant and our rights and responsibilities as your landlord.
- 1.2. 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.
- 1.3. Any references in this Agreement to legislation are references to legislations in place at the time of this agreement and as amended, extended, re-enacted or consolidated.
- 1.4. The responsibilities in the Agreement apply to you, and anyone else living in or visiting your home, including children.
- 1.5. This Agreement does not give any rights or duties to anyone else.
- 1.6. 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.
- 1.7. We can vary the terms of this Agreement by one of the ways set out in Section 102 of the Housing Act 1985 (as amended).

Requirement to give correct and accurate information

- 1.8. Both before the commencement of this agreement and throughout your tenancy you must give us correct and accurate information.
- 1.9. If you (or somebody acting on your behalf) knowingly or recklessly makes or has made a statement which is false *and/or* gives us misleading information in order to obtain or retain this tenancy the council can take legal action to evict you from the property.

Signing this Tenancy Agreement

- 1.10. You must read the full Agreement before you sign. If there is anything you do not understand it is important that you ask before signing this agreement. You can also seek independent legal advice if required.
- 1.11. You must sign page 53 of this Agreement.

2. General conditions of your tenancy

2.1. Your tenancy includes:

- The property (house, flat, maisonette or bungalow).
- Any garden/shared gardens, or outbuildings.
- Any garage attached onto the property or within the curtilage of the property which is solely for the use of your household.

Introductory Tenancy

- 2.2. An Introductory tenancy is a “trial” tenancy and usually lasts for 12 months. As an Introductory tenant you have fewer rights than a Secure tenant and you can be evicted more easily than a secure tenant.
- 2.3. If you comply with the terms of your tenancy throughout the 12-month introductory period, you will automatically become a Secure tenant at the end of the introductory period.
- 2.4. If you do not comply with the terms of your tenancy, the council can decide to end your tenancy. In these circumstances, you will not automatically become a Secure tenant at the end of the introductory period.
- 2.5. The council can also decide to extend the Introductory period of your tenancy by a further six months. In these circumstances, you will automatically become a Secure tenant at the end of the extended introductory period unless the council has taken legal action to evict you.

Secure Tenancy

- 2.6. Except in the circumstances set out at 2.7 below and/or in circumstances where you are ordered by a court to leave the property, as a Secure tenant you have the right to stay in the property for as long as you want, providing that you abide by the terms and conditions of this Tenancy Agreement.
- 2.7. You will lose the right to live in the property (also known as losing security of tenure) if:
- The Court grants us a Possession Order for the property and it is enforced, and/or
 - You do not use the property as your only or main home, and/or
 - You sublet the whole of the property to another person.
- 2.8. In certain circumstances we have the legal right to take possession of the property. These circumstances are:
- Your home needs to be empty so that major work can be carried out and/or because it has to be demolished and/or
 - 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,
- If this happens we will offer you another suitable home. In certain circumstances we will help you with removal costs.

- 2.9. In the case of repairs/or improvements, if we move you to a temporary alternative property, you must return to your permanent property when we have completed the repairs. This applies even if you have expressed a wish to move from your permanent property to an alternative property. We have the right to take possession of the temporary property when the work on your original property is completed.
- 2.10. If you break any condition in this Tenancy Agreement, we may take legal action against you, for example by, amongst other things, obtaining a Possession Order, Injunction Order, Demotion Order or Order suspending your right to buy the property.
- 2.11. 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 the property and may also stop you from getting housing assistance from us or other housing providers in the future, even if you become homeless.
- 2.12. If we take you to Court for not complying with any of the terms of this Tenancy Agreement, we will ask the Court to order that you pay our legal costs.
- 2.13. The table below sets out the legal rights of Secure Tenants and Introductory Tenants:

Legal Right	Secure tenants	Introductory tenants	Page No.
Right to pass on your tenancy through succession or assignment	Yes	Yes	42
Right to repair	Yes	Yes	22
Right to be consulted on housing management	Yes	Yes	48
Right to Buy (some properties may be exempt)	Yes	No (but the Introductory period counts toward the discount)	45
Right to take in lodgers (nb: subject to council granting permission)	Yes	No	11
Right to sub-let (you may only sub-let part of your property) (nb: subject to council granting permission)	Yes	No	12
Right to make alterations or improvements to your home - including laying laminate and wooden flooring (nb: subject to the council granting permission)	Yes	No	23
Right to exchange your home with another tenant (nb: subject to the council granting permission)	Yes	No	42

3. Summary of legal rights

- 3.1. 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 than a Secure tenant during the Introductory period of your tenancy.
- 3.2. 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...”

Legal Right	Secure tenants	Introductory tenants	Page no.
Right to pass on your tenancy through succession or assignment.	Yes	Yes	42
Right to repair	Yes	Yes	22
Right to be consulted on housing management	Yes	Yes	48
Right to Buy (some properties may be exempt)	Yes	No (but the Introductory period counts toward the discount)	45
Right to take in lodgers	Yes	No	11
Right to sub-let part of your property (you may not sub-let the whole of your property under any circumstances)	Yes	No	12
Right to improve your home	Yes	No	23
Right to exchange your home with another tenant	Yes	No	42
Right to live in the property	Yes *	Yes*	

* Unless you have been Ordered by a Court to vacate the property

4. Legal notices

4.1. Any Notice we serve on you will be valid if we either:

- Hand it to you personally, or
- 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 serving Notice (including Notices in legal proceedings) on us or any other correspondence is:

Reading Borough Council
Civic Offices
Bridge Street
Reading RG1 2LU

5. Rent & Other payments

- 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. We can increase or decrease your rent at any time. We must tell you, in writing, at least 4 weeks before any rent change.
- 5.2. We are responsible for setting your 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. We can also introduce Service charges for services that you already receive. 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.
- 5.3. Paying rent and service charges is one of your most important responsibilities. Your rent and services charges are due every week and you must pay them on time or in advance. Rent is due from the Tenancy start date on page number 51. If you have difficulty paying your rent, you should contact the Rents Team immediately.
- 5.4. If you are paying fortnightly, four weekly or monthly, it is your responsibility to ensure you have calculated the correct amount to pay, or to contact us if you are unsure. If your account is not being paid up to date or in advance, you will be required to clear the arrears. If you are unable to do this in one payment, then you need to contact us to see if you can pay an amount above your current rent until your account is up to date.
- 5.5. There are occasional “free” weeks when no rent is charged. If you owe us rent (called arrears) you must continue to pay your arrears in these free weeks.
- 5.6. If you do not pay your rent or any other monies owed to us, including service charges, or if payments are persistently late, we will go to Court to ask for you to be evicted from your home. We will also ask the court to order you to pay our costs.
- 5.7. 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.
- 5.8. If this is a Joint tenancy, each joint tenant is jointly responsible for paying the whole rent and any other payments due (arrears, chargeable repairs and/or Service charges).
- 5.9. We can recover all the rent arrears owed on your home from either of the Joint tenants of the property. If one of you leaves 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.
- 5.10. You must not refuse to pay your rent. 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.

- 5.11. 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).
- 5.12. 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.
- 5.13. If you ask us to provide you with a rent or mortgage reference, we will do so. You may be required to pay a reasonable charge for us to provide this.

6. Your rights and responsibilities

6.1. Your right to live in the property:

- Save in exceptional circumstances, you may live in the property without interference from us as long as you, your household and/or your visitors (including children) comply with and do not break any of the conditions set out in this Agreement and respect the rights of others.
- If any of your tenancy conditions are broken, we can take legal action against you which could include applying to the court to end your tenancy.

6.2. Living in the property as your only or main home:

- a) 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.
- b) If you move out of your property and allow someone else to live there, you will no longer be a secure tenant. We can take action to recover possession of the property by serving a Notice to Quit and taking further action as the Council considers necessary.
- c) You must tell Tenant Services if you are going to be away from your home for more than 28 days and you must also give Tenant Services an address and telephone number, they can contact you on in case of an emergency. If you do not do so, we may think that the property has been abandoned and take action to recover possession of it.

Taking in lodgers:

- 6.3. You have the right to take in lodgers if you have obtained our written permission first. Permission will not be granted in the following circumstances:
- If this would breach any specific age restrictions that apply to your home; and/or
 - If this would cause overcrowding; and/or
 - If this would breach your tenancy and/or a Local Letting policy that is in place.

This is not an exhaustive list and there may be other reasons why permission is refused.

Subletting:

- 6.4. You must not sub-let the whole of your home.
- 6.5. You have the right to rent part of your home to somebody else if you have obtained our written permission first. Permission will not be granted in the following circumstances:
 - If this would breach any specific age restrictions that apply to your home; and/or
 - If this would cause overcrowding; and/or
 - If this would breach your tenancy and/or a Local Letting policy that is in place.

This is not a full list and there may be other reasons why permission is refused.

Changes in your household & overcrowding:

- 6.6. If you want someone who was not part of your household when your tenancy commenced to stay permanently or temporarily, you must get our written permission first. You must give us the person's full name, gender, and date of birth. Permission will not be granted in the following circumstances:
 - If this would breach any specific age restrictions that apply to your home; and/or
 - If this would cause overcrowding, and/or
 - If this would breach your tenancy and/or a Local Letting policy that is in place

This is not a full list.

- 6.7. You must not allow your home to become overcrowded. This is dependent on the size of the property and the ages and the relationships of the persons you wish to live in your home
- 6.8. If someone moves out of your property you must notify us in writing, within 14 days of the date they move out. You must give us the person's full name, gender, date of birth and move out date

Interior of your home:

- 6.9. You must keep the interior of your home in a good clean condition.
- 6.10. You are responsible for decorating the inside of your own home.
- 6.11. You are responsible for carrying out small repairs that are needed in your home such as unblocking sinks and replacing internal door handles, etc.
- 6.12. You are responsible for installing, repairing and maintaining your own white goods such as your washing machine, fridge and oven. Any such installation, repairs and maintenance must be carried out to an adequate and competent standard. If damage is caused to the property and/or damp or mould growth occurs in the property as a result of white goods that you have not ensured have been installed correctly, you agree that the council can re-charge you for the cost of any work it has to carry out as a result.

- 6.13. You must clean, disinfect, and descale any showerhead at least every 6 months. In addition, you must flush any little used outlets (e.g. taps, etc.) for at least 5 minutes when they have not been used for more than 1 week to reduce the risk of Legionella bacteria occurring in your home.
- 6.14. You or anyone living with you must not interfere with, damage, turn off or remove any equipment that we have installed in your home or shared areas. This includes but is not limited to pumps, environmental sensors including humidity sensors, intercom and/or Tunstall systems, door entry systems, positive input ventilation systems, fire alarms, smoke detectors, carbon monoxide detectors. If damage is caused to the property and/or damp or mould growth occurs in the property as a result of you or anyone living with you or visiting you interfering with equipment, you agree that the council can re-charge you for the cost of any work it has to carry out as a result.

Damp & condensation:

- 6.15. You must also keep your home adequately heated and ventilated so as to assist in the prevention of condensation
- 6.16. You must take reasonable steps to avoid moisture building up (condensation) within the property and causing damage. These steps include:
- Keeping the property well ventilated, in particular your bathroom and kitchen as a result of bathing, washing, indoor drying of clothes and cooking. This includes using any extractor mechanisms that may be in your property
 - Not using unvented tumble dryers, cylinder gas heaters or cookers, paraffin heaters or other appliances that generate moisture
 - Not blocking or obstructing air vents or other means of ventilation. You must regularly clean the vents and ensure they are not clogged
 - Keeping the property sufficiently heated by using any heating we have provided in your property
 - Not overcrowding your property
 - Preventing damage to woodwork and plasterwork by regularly wiping down and drying any surfaces and windows where moisture settles. If mould growth develops, you must clean it off using a fungicidal solution.
 - Wipe dry the insides of windows.
 - Not overcrowd any rooms with furniture and/or possessions
 - Not overfill any loft spaces with furniture and/or possessions
 - Not turning off and/or interfering with any ventilation system within the property including extractor fans and a Positive Input ventilation system if one is installed
- 6.17. You should take reasonable steps to prevent heat loss, such as fitting draught excluder strips to the letterbox, external doors, and window frames.

6.18. If your property suffers from condensation or damp, you must inform our Customer Services Team and follow any reasonable advice given to you by the council.

Preventing accidents and fires:

6.19. 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 shared areas)
- Not keeping any part of your home which is a fire escape, clear and free of any obstructions
- Using any form of combustion heating, portable gas, paraffin heaters or other combustible materials in your home
- Storing materials, gas canisters or container(s) which are or contain any dangerous, flammable, or explosive materials either inside or outside your home, including on any balcony, garden, garage, shed or outbuilding.
- Interfering with and/or damaging or removing any fire-safety equipment in your home or shared areas of flats
- Tampering with the supply of gas, electricity, or water, or with any other services, meters, smoke detectors or equipment that we have installed in your home or shared area.
- Not following manufacturers instructions for any electrical appliances.

6.20. If your property is fitted with a smoke detector, and/or a carbon monoxide alarm, or other monitoring device you must keep it in working order by replacing batteries and reporting when there is a defect.

6.21. You, your household and/or any of your visitors must not place anything on a window ledge, balcony or roof that could be a danger to anyone living in or visiting your home or in the locality.

6.22. 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).

Hoarding:

6.23. You or anyone at the property must not hoard any items and/or materials at the property.

6.24. Hoarding means: an excessive number of items and/or materials being stored at the property in a manner which could create a hazard, or a potential hazard to the tenant, any members of their household, to neighbouring properties and anyone visiting the property, including council officers, agents and contractors.

6.25. You must not store items, waste and personal possessions to an extent which prevents you, your household and/or anyone visiting the property, including council officers, agents and contractors, reasonable use of a room or space within the property

6.26. You must not store items and/or waste inappropriately in a way that may cause a health and safety hazard or encourage vermin and/or pests

Shared areas:

6.27. You must help to keep shared areas and estates clean and safe.

6.28. You must not smoke in the shared areas of any block or council owned building.

6.29. You must not block, obstruct, create, or leave any hazard on any landing, corridor, stairwell lift, refuse chute, access way, fire escape or any other area. This includes, but is not limited to personal items, washing, household rubbish, bikes, pushchairs, mobility scooters, plants, and pet cages.

6.30. You, or anyone living with or visiting you, must not damage, dirty or vandalise any shared areas.

6.31. 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.

6.32. You must not wedge open, obstruct, or jam any fire door or shared doors.

6.33. You must not give out any keys, fobs or pass codes to entry doors or other restricted access areas.

6.34. You are responsible for the safe keeping of your own keys, fobs, and pass codes for the main door entry controlled system and restricted access areas. You will be charged for any replacement or additional key requests.

6.35. You must not use any shared electrical point to power or charge any appliance

6.36. You must not trail electrical wires and/or extension leads and/or cables out of your home including out of any of your windows, doors, vents, pet flaps and letterbox. This includes trailing wires and/or extension leads and/or cables out into any shared area.

6.37. You agree that we can remove any obstruction or hazard we find in shared areas and charge you for any costs that we incur.

6.38. You agree that any items left in shared areas may be disposed of. If we have to dispose of your belongings you agree that we can charge you for the costs that we incur in doing so.

Bins and Waste:

6.39. You must dispose of all household rubbish and recyclable waste in a safe and appropriate manner. Household rubbish must be placed in a dustbin, refuse chute or any other designated by the Council. Recyclable waste must be placed in the appropriate bin provided by the Council.

- 6.40. You and anyone living with you must participate in the council's waste and recycling scheme.
- 6.41. If you live in accommodation where a shared rubbish chute is provided you must place your rubbish in small bags and place these into the chute. You must not put anything other than daily household waste down the shared rubbish chute.
- 6.42. You must not store or accumulate waste in your home and/or your driveway or gardens.
- 6.43. Non-household rubbish must be disposed of appropriately and should not be left in any area designated for household rubbish only. Batteries must not be disposed of with your Household waste.
- 6.44. You must dispose of all household waste and bulky items quickly and appropriately, so they do not cause a nuisance.
- 6.45. You must dispose of any hazardous waste safely and hygienically. This includes, but is not limited to, syringes, nappies and sanitary and incontinence pads, batteries, and household appliances.
- 6.46. You must not flush anything other than human waste and toilet paper down the toilet.

Running a business:

- 6.47. You must not run a business or carry on a trade from your home without first obtaining our written permission.
- 6.48. We will refuse permission if we consider that your business or trade will cause a nuisance and/or an annoyance to your neighbours and/or others or will cause damage to your home. This is not a full list.
- 6.49. If we give you permission, we may withdraw our permission at a later date if your business or trade causes a nuisance and/or an annoyance to your neighbours and/or others and/or causes damage to your home. This is not a full list.
- 6.50. If we give you permission you may also need to get Planning Permission and Building Regulation approval if required and if so required, this would be a condition of the permission.

Tenancy Audit Visits:

- 6.51. You must allow us access to carry out regular inspections of the property (known as Tenancy Audit Visits) in order for us to satisfy our housing management responsibilities and to ensure you are complying with the conditions contained in this Tenancy Agreement.
- 6.52. 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, and recordings.
- 6.53. As part of the visit you must:

- provide proof (preferably photographic proof) of your identity and of anyone living with you (such as driving licence or passport).
 - evidence that you are living at the property.
- 6.54. You do not need to let anyone representing the Council into your home unless they show you official identification.
- 6.55. You agree that we may take a photograph of any identification that you provide.

Securing your home and Home contents Insurance:

- 6.56. You are responsible for the safe keeping of your own keys, which includes front door, windows, shed(s) and any outbuildings. You will be responsible for paying a reasonable charge for any gain entry or lock change requests.
- 6.57. You and/or members of your household must take reasonable steps to secure your property, for example, lock windows and doors when you go out.
- 6.58. You are responsible for insuring your home contents. It is recommended that you take out a contents insurance policy which covers but is not limited to the following:
- Doors and windows.
 - Frozen pipe bursts.
 - Any damage you cause to your neighbour's property.
 - Losses incurred in a fire, flood, or burglary.
- 6.59. We are not responsible for loss or damage to your belongings caused by other residents.

Your right to manage your home:

- 6.60. In certain circumstances, a group of leaseholders may have the right to form a management group if they meet certain conditions. You can ask us for more information about this.
- 6.61. In certain circumstances, tenants can exercise their right to manage if certain conditions are met. You can ask us for more information about this.

Your right to apply to move:

- 6.62. 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, you 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 and how long you have been waiting. The council will consider any application you make for a transfer to another property in line with its Allocations Scheme.
- 6.63. The offer of a new tenancy within this borough will depend on the urgency of your housing need, the needs of other transfer applicants and on the availability of alternative accommodation.
- 6.64. Unless there are exceptional circumstances, you will not be allowed to transfer to another property if:

- You owe any rent and/or Housing related debt/costs; and/or
- Your property and garden are in poor condition; and/or
- You have made alterations or improvements without our written agreement; and/or
- The council are in the process of taking possession. This includes if you have been served with a Notice of Seeking Possession.

This is not a full list.

7. Solar Panels

- 7.1. If there are solar panels installed at your home, the following conditions must be complied with:
- a) You must not cause any damage to or interfere with the Solar Panel system (including any cables)
 - b) You must ensure that trees or vegetation at your home do not grow so that they overshadow the Solar Panel system. If you become aware of any tree or vegetation overshadowing the Solar Panel system, you must let us know as soon as you are aware.
 - c) You must ensure that nothing is constructed or erected at your home which overshadows the Solar Panel system.
 - d) You must tell us as soon as you are aware of any damage to either the Solar Panel system or part of your home to which it is attached or in which it is contained.
- 7.2. You will be liable to pay us any reasonable costs that we incur to rectify any damage to the Solar Panel system caused by you, members of your household or visitors to your home or any damage caused by your failure to report any damage, disturbance and/or overshadowing to the Solar Panel System of which you are reasonably aware.
- 7.3. We may, at any time, alter the Solar Panel System or remove it from your home either permanently or for a period of time.
- 7.4. If the Solar Panel system, or any part thereof, fails and becomes uneconomic to repair or replace, the Solar Panel system can be left in place until it is economic to repair or replace or the Solar Panel system is removed. The decision of how to proceed will be that of the council.
- 7.5. We may install a Solar Panel system at your home and retain it there. The inverter is usually installed in your loft space which means that we may need access to your loft space from time to time. You must allow both internal and external access to your home and/or garden to any of the council's officers, employees, or agents to install the inverter and/or carry out maintenance and/or checks on it and/or the Solar Panel System. We will give you reasonable notice that access is required.

8. Repairs

- 8.1. You must immediately report to us any faults and repairs we are responsible for. When contacting us about a repair you think we may be responsible for, you must describe the problem, where it is and how long it has been there.
- 8.2. We are responsible for keeping in repair the structure and exterior of your home. This includes roofs, walls, floors, ceilings, window frames, external doors, drains, gutters, and outside pipes.
- 8.3. We are responsible for keeping in repair the structure and exterior of the building in which your home forms part.
- 8.4. We will keep in repair and proper working order the installations in your home for the supply of water, gas, and electricity and for sanitation, including:
 - Basins, sinks, baths, toilets, flushing systems, and waste pipes (but not other fixtures, fittings, and appliances for making use of the supply of water, gas or electricity).
 - Electric wiring including sockets, switches, and light fittings (excluding bulbs).
- 8.5. We will keep in repair and proper working order the installations in your home for space heating and heating water, including gas pipes, water pipes, water heaters, fitted fires and central heating installations.
- 8.6. We must:
 - carry out repairs for which we are responsible within a reasonable period of time of being put on notice, and
 - clear up after a repair.
- 8.7. We will take reasonable care to keep any shared areas around your home (e.g. stairs, lifts, landings, lighting, entrance halls, pathways, shared gardens, parking areas and rubbish chutes) in a reasonable condition.
- 8.8. We are not responsible for repairing anything that has become damaged or defective as a result of your act or omission or that of a person living with or visiting you. If you have caused damage which presents a health and safety risk and/or a risk to the property or the building that it is in, we will carry out a repair and then re-charge you for the costs of the repair work and to rectify the damage caused.
- 8.9. It is your responsibility to repair or replace the following:
 - Door handles and latches.
 - Toilet chains/handles.
 - Drawer handles.
 - Curtain battens.
- 8.10. You are responsible for carrying out the following activities:
 - Bleeding radiators.

- Cleaning and removing limescale from baths, sinks, basins, and showerheads.
 - Lubricating hinges and locks.
 - Adjusting internal doors when you have new carpets fitted.
 - Cleaning windows and glass
 - Decorating the interior of your home (except in circumstances where decorations have become damaged due to repair issues for which the council are responsible)
- 8.11. We have no responsibility to install, extend or improve existing (unless we are required to do so to abate a statutory nuisance or to satisfy any statutory provisions):
- Ventilation.
 - Heating.
 - Insulation.
 - Internal plasterwork.
 - Electrical appliances and fittings within your home.
- 8.12. You must keep appointments that we have agreed with you to inspect, survey and/or carry out any repairs. If you fail to provide access, we may charge you to recover our costs.

Repairs we will charge you for

- 8.13. You are responsible for meeting the costs of repairing any damage to your home, its fixtures or fittings or any area shared 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).
- 8.14. The council has the discretion to decide whether it will carry out the work and recharge you or require you to carry out the work at your cost.
- 8.15. If we carry out the work, we will charge you the costs of:
- Repairing any damage to your home and/or shared areas.
 - Replacing any Council property you have destroyed or damaged.
- 8.16. You are responsible for the cost of any repairs required following lawful entry by the Police to detect or prevent crime.

Carrying out major repairs to your home

- 8.17. If your home needs major repairs and you have to move out so we can do the work, we will offer you a suitable alternative home. This may be on a temporary basis or on a permanent basis.
- 8.18. 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. If you do not return to your home following the completion of the works, we will take legal action against you.

Your right to repair

- 8.19. 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.

Improvement works

- 8.20. The council are under no obligation to carry out improvement works in your property.
- 8.21. If the council wishes to carry out improvement works at the property which are considered by the council to be necessary, you will be given reasonable notice of those works and that access is required.

9. Alterations and improvements

- 9.1. You must obtain our prior written permission before carrying out any alterations, improvements or structural work to the property. Permission must be obtained in writing.
- 9.2. Examples of additions, improvements or alterations where you need our written permission include:
 - Kitchens
 - Bathrooms
 - External Painting and Decoration
 - Aerials
 - Conservatories
 - Driveways
 - Fences
 - Garages
 - Garden ponds
 - Greenhouses
 - Hard standing for vehicles
 - Outbuildings
 - Satellite dishes
 - Sheds
 - Doorbells

This is not a full list.

- 9.3. If we refuse permission, we will tell you why. If we give permission, it may be subject to some conditions that you must comply with.
- 9.4. We will not give you permission to do anything which compromises the fire safety of the property. This includes, but is not limited to, fixtures to the structure and/or exterior of a block of flats, including aerials.
- 9.5. We will not give you permission if permission is sought for an installation which is to be fixed to rendering, cladding, door, window frames or surrounds or the roof.
- 9.6. You may need to obtain other permissions such as planning permission or building regulations approval. It is your responsibility to establish whether you need planning permission or building regulations approval and obtain it.
- 9.7. You must not alter the fire rating of your property by removing walls, doors and/or door closers. If you seek permission for such work, it will be refused.

- 9.8. You must not remove external doors and replace them with doors which do not comply with fire regulations. If you seek permission for such work, it will be refused. This includes the entrance door to the property.
- 9.9. Any gas, electrical or building work must be carried out by a suitably qualified and competent contractor. If we contact you and ask to inspect the work, you must provide access for an inspection. If we consider that any work that has been carried out is not safe and/or does not meet Planning, Building Control or other regulations, we will ask you to stop work immediately. In these circumstances, we may ask you to rectify the works that are not safe and/or do not meet Planning, Building Control or other regulations or we may carry out work to put the problem right and re-charge you the cost of this.
- 9.10. 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.
- 9.11. If you do not maintain your alterations, improvements and/or additions (including sheds and outbuildings) and they become a risk to health and/or safety and/or are detrimental to the maintenance of our property, we will tell you to remove the addition, improvement or alteration. If you do not do this, we can do the work and re-charge you for it.
- 9.12. You can request that we take over responsibility for the repair and maintenance of your improvements, additions or alterations. If we agree, we will increase your rent to cover the cost of this.
- 9.13. If you carry out any improvements, additions or alterations without obtaining our prior written permission, we may ask you to return the property to how it was when your tenancy commenced and if you do not do this, we can take steps to do the work and re-charge you the costs of doing so. We can also take legal action against you for breaching your Tenancy Agreement. This includes seeking a Court Order against you compelling you to remove the unauthorised improvements, additions or alterations.
- 9.14. You have a right to re-claim improvement costs for certain improvements that you have made to your home after 1st April 1994 and for which you have obtained our written permission. Contact us for more details.

10. Access to our property

- 10.1. You must give us, including contractors or operatives acting on our behalf, access to your home to carry out any repairs, servicing, meter readings, inspections or other works where we consider it necessary upon being given reasonable notice. Reasonable notice is normally no less than 5 days except in situations that the council consider to be urgent and/or an emergency situation
- 10.2. When access to your property is required, we will usually give you written notice except in the case of an urgent or emergency situation as defined below
- 10.3. In the event that we need access to your property to deal with an urgent or emergency situation and access is not provided, you agree that we may make forcible entry. In these circumstances the council reserve the right to charge you for all associated costs incurred in gaining entry and carrying out works.
- 10.4. The following circumstances are what the council consider to be urgent and/or an emergency situation which will necessitate a forceable entry:
 - a) Fire or flood, and/or
 - b) Gas or water leak, and/or
 - c) If we think that the gas and/or electricity installation in your property is in a dangerous condition and may pose a health and safety risk to yourself or others, and/or
 - d) If we have a serious welfare or safeguarding concern about a person at the property and/or if we think someone may be injured, and/or
 - e) If we think the structure of your home or adjoining property is dangerous and may pose a health and safety risk to yourself or others, and/or
 - f) If we think there is an infestation in the property, and/or
 - g) If we think that there is an animal(s) in the property that is suffering and the RSPCA are unable to force entry, and/or
 - h) If we need to carry out an annual gas safety inspection.
- 10.5. You must allow us access to carry out an Electrical Installation Condition Report (EICR) in line with current legal regulations. This is a health and safety requirement. You will receive reminders from us to book your electric check. Upon receipt of these you must book it. If you fail to book the check and/or allow us access to carry out this check, 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 these will be recovered from you by way of a recharge. You will also be responsible for paying a reasonable charge for officer time in relation to this forced entry appointment even if you are there when we attend. We may also apply to evict you for repeatedly failing to allow us access to your home

- 10.6. If you live in Sheltered accommodation or Extra Care Housing, the following circumstances are what the council also consider to be urgent and/or an emergency situation which will necessitate a forceable entry:
- a) If there is a fault with the emergency monitoring equipment within your property which is affecting the system operation in other properties and/or wider sites; and/or
 - b) If you are away from your property for more than 7 days and have failed to arrange and notify us of arrangements for flushing of your water supply within your property which assists to counteract the risk of legionella
 - c) If you have failed to allow access for monthly water temperature checks in the property which assists to counteract the risk of legionella.
- 10.7. You must allow our employees including contractors or operatives acting on our behalf into your property if we need to carry out work to an adjoining property, and where there is no other reasonable means of access.
- 10.8. If you live in a flat or maisonette, we may need to carry out work or repairs on your block or where we will require access to a number of properties.
- 10.9. In the event that you fail and/or refuse to provide access when requested we can take legal action against you which could include an Injunction Order compelling you to provide access and/or possession proceedings to recover possession of the property. If we take legal action against you we will seek payment of the council's legal costs from you
- 10.10. You may also have to pay to us the cost of any visits by contractors where you fail to keep an appointment that has been made.
- 10.11. If you repeatedly refuse us entry to carry out necessary works, 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 these 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.

11. Gas

- 11.1. We are legally responsible for making sure that gas appliances (except gas cookers), 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.
- 11.2. You will receive reminders from us to book your annual gas safety check with us. Upon receipt of these you must book it within the allocated time period. If you do not, we will book it for you and you will be charged for the cost of doing so.
- 11.3. You must ensure that you have sufficient credit on the gas and electric meter to enable the check to be carried out.
- 11.4. You must allow us into your home to carry out this gas safety check. 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 these will be recovered from you by way of a recharge. You will also be responsible for paying a reasonable charge for officer time in relation to a gas forced entry appointment even if you are there when we attend. We may also apply to evict you for repeatedly failing to allow us access to your home.
- 11.5. You must not obstruct or attempt to obstruct the gas safety engineer and/or any employees of the council who attend at the property to carry out the gas safety check.
- 11.6. You must not make any alterations to any gas appliance or installation in your home (including any gas meter and any other associated pipe work or equipment).
- 11.7. You must not obstruct or hinder access to any gas appliance or installation in your home (including any gas meter and any other associated pipe work or equipment).
- 11.8. 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. You agree that if any Gas Cooker and/or hob is found to have not been installed correctly or installed by a registered provider, the council can ask you to remove it and you must do so. Alternatively, you agree that the council can remove it and re-charge you for the cost of that work.
- 11.9. You must not use any form of combustion heating, portable gas, paraffin heaters or other combustible materials in your home.
- 11.10. You must not interfere with the gas supply.

12. Flooring

- 12.1. 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.
- 12.2. We will generally grant permission if you live in a house, bungalow or in a ground floor flat or ground floor maisonette and we are satisfied that there will be no nuisance caused to others as a consequence and there will be no asbestos risk caused by the removal of old floor tiles. There may be other grounds for refusing permission.
- 12.3. We reserve the right to withdraw permission if, at any time, your floor coverings cause noise nuisance to your neighbours. If we withdraw permission, you must remove the flooring and lay underlay and carpet or cushioned vinyl. If you are unable to do this we may be able to do this for you. If we do, you will be recharged for the cost of the work.
- 12.4. You must not use adhesives (glue) to secure floor covering(s). If we have to carry out any repairs that requires the removal of the floor covering(s), we will remove the floor covering(s) and charge you the cost. It will be your responsibility to replace the floor coverings on completion of any repairs
- 12.5. If we are carrying out work to your home that means any 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 may be recharged for the cost of the work.
- 12.6. If we need to remove the flooring ourselves, we will not be responsible for any damage to the floor.

13. CCTV

Domestic CCTV/ Surveillance Equipment

- 13.1. You must submit a written request to the council before installing any type of domestic CCTV or surveillance equipment, this includes:
 - a) Cameras
 - b) Microphones
 - c) Visual or audio recorders
 - d) Smart/video doorbells (including Ring Video Doorbells)
- 13.2. If domestic CCTV or surveillance equipment is installed without written permission from the council, you will be asked to remove it. If you do not remove the equipment when requested, the council will remove it and you will be recharged the costs of the removal and any associated remedial works.
- 13.3. If the council approves a request for Domestic CCTV or surveillance equipment to be installed, you will be advised of the decision in writing.
- 13.4. The installation of domestic CCTV or surveillance equipment must not cause any damage to your property or the building in which your property is situated.
- 13.5. If the council approves a request for Domestic CCTV or surveillance equipment to be installed, you will be provided with a leaflet which sets out guidance from the Information Commissioners Office. You must comply with all of the guidance provided by the Information Commissioners Office, both in the leaflet and on the Information Commissioners Office's website.
- 13.6. If the council approves a request to install Domestic CCTV or surveillance equipment to be installed, you will be treated as the data controller for the equipment.
- 13.7. If the council approves a request to install Domestic CCTV or surveillance equipment, an officer from the council may visit your property to inspect the equipment. You must provide access for this inspection. If the equipment has caused damage to the property and/or the council become aware that you are not following the guidance provided by the Information Commissioners Office, you will be asked to remove the equipment. If you do not remove the equipment when requested, the council will remove it and you will be recharged the costs of the removal and any associated remedial works.

14. Behaviour

- 14.1. 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 shared areas (stairs, lifts, entrance halls, pathways, shared gardens, parking areas, etc.) and in the neighbourhood around your home.
- 14.2. You, your pets, and anyone living with you or visiting you must not do anything that causes or is likely to cause a nuisance, annoyance, disturbance, or danger to anyone living, visiting, or working in the neighbourhood. Examples of such behaviour include but are not limited to:
- a) Making loud noise and/or noise during unreasonable hours.
 - b) Intimidating, abusive, offensive and/or threatening behaviour.
 - c) Slamming doors.
 - d) Allowing dogs to bark excessively and not cleaning up dog mess.
 - e) Fly tipping, rubbish dumping or littering.
 - f) Playing ball games close to someone else's home or vehicle.
 - g) Throwing anything at another person or at another property.
 - h) Throwing anything off of balconies or out of windows, balconies, or roofs.
 - i) Sweeping and/or washing material on to the premises below.
 - j) Playing loud music including having noisy parties and congregations.
 - k) Loud arguments and/or fighting.
 - l) Damaging or vandalising any council property including graffiti.
 - m) Setting fires including bonfires.
 - n) Riding motorbikes, mopeds, quad bikes, unlicensed vehicles, bikes and/or skateboards anywhere other than on the road, such as footpaths, grassed areas, and balconies.
 - o) Installing or using equipment such as aerials to operate illegal radio broadcasts from any council property or shared roof.
 - p) Jamming shared doors open.
 - q) Breaking shared security, for example allowing strangers to get into the building.
 - r) Obstructing any shared areas, doorways or exits.
 - s) Begging.

- t) Storing materials that may catch fire or blow up (or vehicles that use these materials) in your home or in shared areas.
- 14.3. You (or anyone living with you or visiting your home) must not harass, threaten, assault, or abuse any other person. Examples of such behaviour include but are not limited to:
- a) Racist behaviour or language.
 - b) Using or threatening to use violence towards anyone.
 - c) Using abusive or insulting behaviour or words including through the use of social media or any other social platform.
 - d) Stalking someone.
 - e) Damaging or threatening to damage another person's home or possessions or other Council property.
 - f) Writing threatening, abusive, or insulting graffiti.
 - g) Verbally abusing, harassing, or trying to intimidate or using violence against any staff employed by or contracted to the Council.
 - h) Making false or malicious complaints about the behaviour of any other person.
 - i) You must not leave drug paraphernalia in any area where others might come into contact with them.
- 14.4. You must not discriminate against anyone because of their race, colour, religion or nationality, sex, age, culture, mental or physical disability, learning disability, sexual orientation, gender re-assignment or for any other reason. You must be tolerant of the different lifestyles of others.
- 14.5. You (or anyone living with you or visiting your home) must not:
- a) Inflict domestic abuse or threaten violence against any other person living with you or elsewhere.
 - b) Harass or use physical, mental, emotional, sexual, or financial abuse against any other person living with you or elsewhere.
- 14.6. You (or anyone living with you or visiting your home) must not use your home or any shared area or any area in the neighbourhood for any criminal and/or immoral activity. Examples of such behaviour include but are not limited to:
- a) Prostitution.
 - b) Human trafficking.
 - c) Exploitation and abuse of children and adults including being involved in illegal pornography.

- d) Possessing, cultivating/manufacturing, dealing and/or taking illegal drugs.
- e) Keeping illegal or unlicensed firearms, ammunition, or weapons.
- f) Storing or handling stolen or counterfeit goods.
- g) Criminal behaviour including theft, burglary, robbery and/or assault.
- h) Storage of items or materials in your home that may be used for immoral or illegal purposes.
- i) Cybercrime.

Gang involvement

- 14.7. You or any person living with you must not become a member of a gang and/or allow a member of a gang to visit the property and/or become involved in gang related activity or violence.
- 14.8. When we refer to a gang, we mean the definition applied by the Metropolitan Police Authority as amended from time to time which is ‘a group of individuals involved in persistent criminality for some form of personal gain (this includes profit and/or to gain or to demonstrate status) which is causing significant harm to the community and/or is of cross border concern.’ Significant harm can have one or more of the following characteristics: significant profit or loss; significant impact on community safety; serious violence; corruption; exercise of control.

Consequences of breaching these terms

- 14.9. If you breach any of the above terms, the council may take legal action against you. This includes, amongst other things:
- a) Applying for an Injunction Order with (or without) a Power of Arrest attached against you.
 - b) Seeking an order that your tenancy be demoted to a Demoted Tenancy.
 - c) Seeking a Possession Order to allow the Council to evict you from your home.
 - d) Applying to the court for a Suspension Order suspending your right to buy for a period that the court may specify.

15. Pets & Pests

- 15.1. You must notify us prior to getting an animal that will be kept in the property or in the vicinity of the property.
- 15.2. You must get our written permission if you want to keep more than one domestic animal such as cat, dog, caged bird, or small animal.
- 15.3. You must keep any animals under proper control.

- 15.4. If you keep a dog, you must keep the dog on a lead at all times except within your own home and garden unless the garden is a shared garden.
- 15.5. If you keep a dog you must also comply with the Control of Dogs Order 1992 which says that a dog must wear a collar and tag giving the owner's name and address at all times while in public. You must also comply with the Microchipping of dogs (England) Regulations 2015 which says that every dog over eight weeks old must be micro chipped and relevant owners' details kept up to date.

If you keep poultry, including chickens, or any other captive birds, regardless of the number, you must register them with the Animal and Plant Health Agency and comply with any requirements specified by the Animal and Plant Health Agency.

- 15.6. You must not keep unsuitable animals in your home, garden, or outbuildings. Unsuitable animals include, but not limited to:
- 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 and horses.
 - Dogs specified under the Dangerous Dogs Act 1991 (as amended) except a Dog for which you and/or a member of your household and/or any visitors have obtained a valid certificate of exemption.
- 15.7. Any animal you keep or any animal in your home must not cause any damage to your home. You must not allow your home to become unhygienic from any animal. We will charge you the costs if we have to clean up after a pet, or repair damage caused by a pet, which is owned by you, a member of your household, a lodger, sub-tenant or visitor.
- 15.8. You, and anyone living with you, must not allow your pets to harm, frighten, annoy or cause a nuisance to any officer of the council or its employees and/or agents, 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
- 15.9. You, or anyone else living with you, must make sure your pet or any other animal does not prevent any officers, employees and/or agents of the council from getting into your home.
- 15.10. You must care for any animal in your home. We will ask you to remove an animal or withdraw our permission for you to have an animal if we believe that any animal you keep is neglected, causing a nuisance or we believe it is unsuitable to be kept in the property. We will do this in writing giving our reasons and the date by which you must comply. If you fail to do so, we may take legal action against you.

- 15.11. You must not allow your pets to foul public areas. You must collect any faeces and dispose of them immediately in a hygienic way. You must also take reasonable steps to clear up the area.
- 15.12. You must take all reasonable steps to prevent your pets or visitors' pets from fouling the inside of your property or any shared areas.
- 15.13. You must not allow any animal droppings to build up in your garden including shared gardens and/or balconies
- 15.14. You must not build a chicken coop, pigeon coop or aviary without first getting our written permission. If you own pigeons you must keep your home, your garden area and any balcony you have free from pigeon droppings.
- 15.15. You must not run a pet/animal business from your home. This includes breeding animals for sale or boarding kennels.
- 15.16. Failure to comply with the above clauses may lead to permission being refused and/or being withdrawn and you being asked to remove the pet(s) from your home
- 15.17. You must keep your home free of pests and avoid doing anything which encourages an infestation of insects, vermin or other pests including but not limited to rats and pigeons, in either your home or shared areas. You must not throw scraps of food out of the window as this can lead to infestations. You must not feed rats, squirrels, pigeons or other vermin either at your home or within your garden, shared areas or in your local neighbourhood.
- 15.18. You must report any infestation in your home or garden, including shared garden, to us as soon as possible.
- 15.19. You are responsible for dealing with infestations and pests in your home or garden including but not limited to bed bugs, mice, rats, cockroaches and pharaoh ants. If you do not take reasonable steps to deal with infestations we will arrange and pay for the reasonable cost of special cleaning and any additional professional treatment that is necessary to deal with the infestation. This cost will be re-charged to you.

16. Garden & shared gardens

Responsibility for your own garden and outside areas.

- 16.1. You must keep your garden well-maintained at all times.
- 16.2. You are responsible for maintaining all parts of your garden and outside areas including pathways, drives, sheds, garage, greenhouses, outbuildings, grass, plants, bushes, hedges, and trees (including any of these that were present when your tenancy started as well as anything you have installed or planted yourself).
- 16.3. You must keep hedges, trees, and shrubs at a manageable height. They should not hang over a public right of way and/or cause an obstruction and/or a nuisance to neighbouring properties. They should not cause a reduction or loss of light and/or cause damage to property including to pipes, drains, cables, fences, sheds. They must not endanger the health and safety of other people.
- 16.4. You must not plant climbing plants against the building. Climbing plants include ivy.
- 16.5. You must remove self-seeding climbing plants and trees. We reserve the right to recharge you for the cost of removal of any such vegetation and any associated structural repairs.
- 16.6. You must not lay an artificial lawn. This includes astro turf.
- 16.7. You must keep any garden and path clean, tidy and free from obstruction. You should not leave rubbish or large items such as unwanted furniture, white goods, and mattresses in your garden.
- 16.8. You must obtain our prior written permission if you wish to plant a tree, or cut one down.
- 16.9. You must not dig in the garden to a depth more than 0.5m or in any event within 3m of any structural wall or boundary.
- 16.10. If you do not comply with any of the terms in this section we may clear and/or cut back your garden and/or outside area and re-charge you for the work.
- 16.11. You must not extend any garden and/or outside area beyond its existing boundary.

Shared Gardens and outside areas.

- 16.12. You must not store or leave any personal belongings in any shared gardens or shared outside areas. This includes but is not limited to, flowerpots, children's buggies, bicycles, re-chargeable motorised vehicles, toys, boots, and shoes.
- 16.13. You must not leave any rubbish in any shared gardens or outside areas.
- 16.14. You must not use inflatables or set up any paddling/swimming pools, trampolines and/or bouncy castles in any shared gardens or outside areas without our prior written permission. In deciding whether to grant permission, you will need to demonstrate that you have the necessary public liability insurance cover and that adult supervision will be provided at all times.

- 16.15. You must not install swings and/or slides in shared gardens or outside areas.
- 16.16. You must not light any fires, including bonfires, in any shared gardens. If you use a barbeque this must be at least 5 meters away from any building including garages, sheds, or outbuildings.
- 16.17. You must not cut down, top, lop, uproot, damage, or destroy any tree, shrub, plant or hedge on shared garden or outside areas.
- 16.18. You must not plant any plants, shrubs, hedges and/or trees in any shared garden or outside areas.
- 16.19. You must not erect any structure on shared land including any garden shed.
- 16.20. You must not separate off in any way any part of any shared garden or outside areas.
- 16.21. You must not claim any part of a shared garden or outside area as your own and/or inhibit anyone else to use and/or access that part.
- 16.22. You must not install a gate anywhere on any shared garden or outside areas.
- 16.23. We reserve the right to remove any items that are placed in the shared garden or outside areas without permission and dispose of them, as well as repairing any damage arising from misuse of those areas and recharge the cost to the tenant responsible where known.
- 16.24. Where you have an allocated garden or outside area in a block of flats and fail to maintain it to an acceptable standard the Council will, following reasonable notice, take the garden over and return it to shared status on a permanent basis. In addition, further enforcement action could be taken.

17. Fences/Boundaries

- 17.1. You must not erect fences or walls without getting our written permission first.
- 17.2. You must not alter, move, remove, or interfere with existing boundary features without getting our written permission first.
- 17.3. You must maintain fencing erected by you or fencing that you have taken on the responsibility for from a previous tenant. You must maintain this to a reasonable standard.
- 17.4. If you break these conditions we may, after contacting you first, require you to return the boundary to its original state and/or remove any fencing. If you do not, we may do the work ourselves and charge you the reasonable costs to do so.
- 17.5. We will keep in repair any boundary fence or wall we have provided.
- 17.6. We may remove and replace broken fences, gates or walls we have provided rather than repair the existing. We will not necessarily replace any broken fences, gates or walls in a similar style or material as the previous one.

18. Parking and Vehicles

- 18.1. You and any members of your household and/or visitors to your property must only park on either the road, in a designated parking area or on the driveway to the property, subject to compliance with the other terms of this Tenancy Agreement.
- 18.2. You and any members of your household and/or visitors to your property must park with consideration to other road users, your neighbours and pedestrians and you must not cause a nuisance or annoyance by parking vehicles inconsiderately.
- 18.3. You and any members of your household and/or visitors must not park in a manner that causes an obstruction and/or blocks a right of access to anyone. This includes but is not limited to obstructing access to/parking on garage forecourts, footpaths, driveways, refuse stores and grounds maintenance access points.
- 18.4. You and any members of your household and/or visitors must not park on yellow hatched areas at any time.
- 18.5. You and any members of your household and/or visitors must not park or drive a vehicle on any council owned land that is a path, verge, pavement, grass verge or grassed open space. This also applies to quad bikes, motorbikes, mopeds, electric or motorised bikes or scooters and similar modes of transport.
- 18.6. You must obtain the council's written permission before you park a boat, van, caravan, bus, coach, horse box, motor home, trailer, lorry or commercial vehicle or similar vehicle at the property or on land that the council own or control.
- 18.7. You and any members of your household and/or visitors to your property must not park any boat, van, caravan, bus, coach, horse box, motor home, trailer, lorry or commercial vehicle or similar vehicle in your garden without a properly constructed hard standing driveway with a dropped kerb.
- 18.8. If, within the locality of your property there are car parking spaces with designated electric car charging points, you and any members of your household and/or visitors must only use these spaces if you have an electric car and are using this space solely for the purpose of charging the car
- 18.9. You must obtain written permission from Housing before you build a hard-standing driveway.
- 18.10. If there is a requirement for you to have a dropped kerb you will also need to get written permission from Highways and you will have to get Planning permission and Building Regulations approval if appropriate.
- 18.11. All vehicles parked on the road and/or designated parking area and/or at your property, by you, any members of your household and/or visitors to your property must be in a roadworthy condition, taxed, MOT'd and insured.
- 18.12. You, any members of your household and/or visitors to your property must not leave any vehicles that are in a dilapidated and unroadworthy condition on any road, designated

parking area and any other land that the council own or control in the locality of the property.

- 18.13. You must not park SORN (Statutory Off Road Notification) vehicles on the council's land except in your own drive/garden if you have obtained the council's prior written permission for this. Permission will only be granted for a maximum period of 12 months and will only be granted if the vehicle is in a roadworthy condition.
- 18.14. If your property has a designated residents' parking area, only you and/or members of your household and/or your legitimate visitors may park in that designated parking area.
- 18.15. You agree that the council can remove vehicles (including car, van, boat, caravan, motor home, trailer or commercial vehicle) belonging to you and/or members of your household and/or visitors to your property from land owned or controlled by the council, in the following circumstances:
- a) Where parked vehicles are causing an obstruction and/or hindrance to emergency vehicles; council officers and contractors and/or people living in the locality;
 - b) Where parked vehicles appear abandoned and/or dilapidated and/or not in a road worthy condition
- 18.16. In these circumstances, the council will use its best endeavours to notify the owner of the vehicle /or affix a notice onto the vehicle setting out its intention to remove the vehicle if it is not removed from land owned or controlled by the council.
- 18.17. You agree that if the council removes a vehicle belonging to you and/or members of your household and/or visitors to your property in accordance with the above term, the council can re-charge you for the costs incurred in removing the vehicle and any associated costs.
- 18.18. You agree that the council can re-charge you for any costs it incurs in repairing any damage caused from a vehicle (including car, van, boat, caravan, motor home, trailer or commercial vehicle) which is owned by you, a member of your household and/or visitor.
- 18.19. You must not carry out repairs and/or alterations to any vehicle (including car, van, boat, caravan, motor home, trailer or commercial vehicle) other than minor routine servicing, within the boundary of the property including gardens and drives and/or shared spaces and/or designated parking areas and/or the locality of the property.

19. Electric/Battery Powered Wheelchairs, Scooters and Bikes

- 19.1. Electric/battery powered scooters (including wheelchairs and mobility scooters) and electric bikes may be stored in your home so long as:
- a) They do not cause an obstruction and/or block a fire exit, and
 - b) There is not already a parking area for electric scooters and bikes provided.
 - c) You provide the Council with medical evidence that you require a electric/battery powered scooter for medical reasons.

- 19.2. Electric/battery powered scooters (including wheelchairs and mobility scooters) must not be left or stored in any shared or shared areas inside the building your home is in (for example entrance halls, stairs, landings).
- 19.3. If parking areas for Electric/battery powered scooters (including wheelchairs and mobility scooters) are provided, you must park within this area.
- 19.4. You must only charge an Electric/battery powered scooter (including wheelchairs and mobility scooters) between the hours of 8am and 8pm.
- 19.5. When charging an electrical battery you must:
 - a) Ensure that the battery is charged on a hard flat surface where heat can dissipate.
 - b) Always follow the manufacturers' instructions when charging.
 - c) Never leave the battery unattended or charge it while you are asleep.
 - d) Only use the correct charger for your battery and buy any replacements from a reputable seller.
- 19.6. Once you have finished charging a battery you must always ensure that you unplug the charger.
- 19.7. You must not modify or tamper with any battery in any electronic/battery powered wheelchair, scooter, or bike.

Quadbikes, Surrans and motorbikes.

- 19.8. You must not keep quadbikes, surrons or motorbikes inside your home or in any shared areas inside the building your home is in (for example entrance halls, stairs, or landings).

20. Fraud

- 20.1. You must not carry out or commit any fraud in relation to your tenancy. Examples of tenancy fraud include, but are not limited to:
 - a) Not telling us the truth about your circumstances, either deliberately and/or recklessly, which induced us to grant you the tenancy.
 - b) Subletting.
 - c) Claiming welfare benefits for the property, for example, housing benefit and/or council tax benefit, when you have no entitlement to receive these benefits.
 - d) Paying your rent or other charges with misappropriated bank cards.
 - e) Forging documents and/or signatures on documents which are submitted to the council in relation to your tenancy.
- 20.2. Tenancy fraud can result in both criminal prosecution and civil legal action being taken against you. The council can take legal action to seek to repossess the property if you

breach the above term, including if you (or somebody acting on your behalf) has been found to have made a statement you know is false or gives us misleading information in order to obtain this tenancy.

- 20.3. We 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.

21. Second Home

- 21.1. During your tenancy you should not (either solely or jointly) own or rent any other residential property which is physically and/or legally available for you to live in and which would be suitable for you to live in as your home.
- 21.2. You must tell us immediately if you own a residential property and/or have another residential lease or tenancy and/or have a licence to occupy another property.
- 21.3. If you inherit a property during your tenancy the conditions set out in Clauses 22.1 and 22.2 are enforceable once the inherited property is no longer subject to probate and you have owned the property for more than 6 months, following the grant of probate.
- 21.4. If we discover that you have a legal or beneficial interest in another property, we will require you to provide evidence that this it is not your principal home and you must provide this to the satisfaction of the council.
- 21.5. In considering what action should be taken in relation to the above terms, we will consider your circumstances and the proportionality of seeking possession including but not limited to:
 - Whether the property is fit to live in.
 - Whether the property is suitable for your household, taking into account the size of the property, your income and employment, any disability, or medical problems you have, its location in the UK or elsewhere and any other relevant circumstances.

22. Assignment and Exchange

- 22.1. If you are a Secure tenant, you may be able to assign (transfer) your tenancy in the following circumstances:
 - a) If you want to assign your tenancy to a person who would qualify to succeed to the tenancy on your death.
 - b) If you are mutually exchanging your property.
- 22.2. If you are an Introductory tenant, you may be able to assign (transfer) your tenancy to a person who would qualify to succeed to the tenancy on your death. As an Introductory tenant, you do not have the right to mutually exchange your property.
- 22.3. Assigning your tenancy to a person who would qualify to succeed to the tenancy on your death means that there will no further right to succession upon the death of the tenant to whom the tenancy has been assigned.
- 22.4. There can only be one assignment of the tenancy.
- 22.5. If you want to assign your tenancy you must ask the council for permission in writing.
- 22.6. The council can refuse permission to assign your tenancy under the grounds set out in schedule 3 to the Housing Act 1985 or in schedule 14 to the Localism Act 2011, which includes but is not limited to the following circumstances:

- a) The council has started possession proceedings against you. This includes serving you with a Notice of Seeking Possession.
- b) The property has been adapted for a person with disabilities and there would no longer be a person with disabilities living there.
- c) The size of the property is not reasonably suitable to the needs of the proposed assignee and their household.

This is not a full list.

- 22.7. If you assign your tenancy without the council's permission you will be in breach of your Tenancy Agreement and the council will take court action against you.
- 22.8. If you are a joint tenant, you cannot assign the tenancy to another family member if they are not the other existing joint tenant.
- 22.9. In the event of a relationship breakdown, a court can order the transfer of the tenancy from one person to another. This is in relation to both sole tenancies and joint tenancies. If you are involved in a relationship breakdown, it is recommended that you seek your own independent legal advice.

23. Succession

Introductory tenants

- 23.1. If you are an Introductory tenant on your death and someone is entitled to succeed to the tenancy, that person will also be an Introductory tenant.
- 23.2. If someone succeeds to your Introductory tenancy and that tenancy later becomes a Secure tenancy, there will be no succession rights to that Secure tenancy.

Secure tenants - for tenancies that began before 1st April 2012.

- 23.3. If you are a Secure tenant on your death and someone is entitled to succeed to the tenancy, that person will also be a Secure tenant.
- 23.4. If you are a Secure tenant, the following categories of people can succeed in the following circumstances:
 - a) Your spouse or civil partner - as long as they were occupying your home as their only or principal home at the time of your death.
 - b) A member of your family (which includes cohabitants) - as long as they were occupying your home as their only or principal home at the time of your death and had resided with you for a period of at least 12 months ending with your death.
- 23.5. If, at the time of your death, there is both a spouse or civil partner and a member of your family who are entitled to succeed to the tenancy, your spouse or civil partner will be the one who can succeed.

- 23.6. If, at the time of your death, there are two or more family members who can succeed and there is not a spouse or civil partner who also can succeed, those family members can agree between themselves which one of them can succeed. In the event of a disagreement between them, the council will decide.
- 23.7. On the death of a Joint secure tenant, the surviving Joint secure tenant will become the Sole secure tenant through survivorship. This will be classed as a succession.

Secure tenants - for tenancies that began on or after 1st April 2012.

- 23.8. If you are a Secure tenant on your death and someone is entitled to succeed to the tenancy, that person will also be a Secure tenant.
- 23.9. If you are a Secure tenant, only your spouse, civil partner or cohabitee can succeed to the tenancy as long as they were occupying the property as their only or principal home at the time of your death
- 23.10. On the death of a Joint secure tenant, the surviving Joint secure tenant will become the Sole secure tenant through survivorship. This will be classed as a succession.

General.

- 23.11. There can only be one succession to an Introductory and/or Secure tenancy.
- 23.12. In respect of both Introductory and Secure tenancies, if a member of your family (including a cohabitee) succeeds to the tenancy on your death and the property is larger than they reasonably require, they will have to move to alternative accommodation which is of a size that they reasonably require. If they refuse and/or fail to do so, the Council can take legal action against them. This does not apply to succession by a spouse or civil partner.

24. Right to Buy

- 24.1. You may have the Right to Buy your home from the council.
- 24.2. Existing secure tenants will normally have the Right to Buy the freehold or leasehold of their home from the council after they have been a tenant for a period of qualifying years as defined by statute.
- 24.3. Introductory Tenants do not have the Right to Buy their home during the period of their Introductory Tenancy, but their period of introductory tenancy will count towards the qualifying years.
- 24.4. Some tenants do not have the Right to Buy by law. This includes Sheltered Housing tenants and tenants of certain adapted properties.
- 24.5. Secure tenants against whom the council have obtained either a Suspended Possession Order, a Postponed Possession Order or a Demotion Order do not have the Right to Buy.
- 24.6. The council can obtain a Court Order from the court suspending the Right to Buy your home if you have breached the terms of this Tenancy Agreement.
- 24.7. If you apply to buy your home, the council will continue to do repairs that may affect you or your household's health, safety, or security while you are applying but the council will not carry out any improvement works, for example installing new windows and/or installing a new central heating system. If you buy your home, the council will no longer be responsible for its repair.

25. Ending your tenancy

How you can end your tenancy.

- 25.1. If you want to end your tenancy, you must give the council at least 28 days' written notice (called 'Notice to Quit') The notice must be signed and dated. Please contact the council for further information.
- 25.2. If you do not give a notice which complies with the requirements in paragraph 1 above the notice will not be valid and your tenancy will not end at the end of the notice period stated. This means that you will remain responsible for the rent, service charges and any other payments due in respect of your tenancy.
- 25.3. You must return your keys to the council 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.
- 25.4. In the case of joint tenants, one tenant can end the tenancy by giving the council notice in the same way, regardless of the views of any other joint tenant(s). Thus, one joint tenant can exercise this right and end the tenancy for all joint tenants. Notice given by one joint tenant will be binding on both or all of you.
- 25.5. If you leave your home before the end of the four week period, you will still be responsible for paying rent until the end of the notice period, but you may not be eligible for benefits to assist with housing costs.
- 25.6. Once you have given your Notice to Quit you cannot withdraw it.
- 25.7. You must allow the council access to inspect the property before you leave, upon request.

How the Council can end your tenancy.

Introductory Tenancies.

- 25.8. If you have an Introductory Tenancy the council can give you written notice in accordance with the Housing Act 1996 (as amended) that it intends to go to court to seek possession and in that notice reasons for that decision will be set out. You will have the right to request a review of that decision. If you do not request a review and/or you do but the decision to proceed with possession is upheld on review, the council can then issue possession proceedings against you to evict you from the property.

Secure Tenancies.

- 25.9. If you have a secure tenancy and you are not occupying your property as your only or main home and/or you have sublet all of your home, the Council will end your tenancy by giving you a Notice to Quit. This will give you at least four weeks' notice. The council can then issue possession proceedings against you to evict you from the property.
- 25.10. The council can end your tenancy by obtaining a Possession Order for the property from the court and by the execution of the Possession Order. The council may seek such an order on any of the statutory grounds for possession set out in schedule 2 to the Housing Act 1985 (as amended).

At the end of your tenancy.

- 25.11. 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.
- 25.12. At the end of your tenancy you must:
- a) Leave your home so we can take possession of it.
 - b) Leave your home, including the loft and garden, clean and tidy.
 - c) Remove all your belongings and furniture.
 - d) Remove all rubbish, and
 - e)
- 25.13. At the end of your tenancy, you must return all keys that you have been provided (including door keys, window keys, keys/fobs for shared areas where applicable, shed keys, alley keys and meter keys) to the council's Civic Office by 12pm (noon) on the day your tenancy ends.
- 25.14. You must provide the council with your forwarding address and contact details.
- 25.15. You must leave your home in the same condition it was in at the start of the tenancy, allowing for fair wear and tear.
- 25.16. 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. Fixtures and fittings mean all appliances in your home that the council 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.
- 25.17. You must make good any damage to your home before you move. If you do not do so, then the council will charge you for replacing or repairing missing or damaged items.
- 25.18. You agree that the council may get rid of any furniture and belongings you have left in the property after the tenancy has been terminated in such manner as the council sees fit. The council will charge you the cost of removing the items and doing any cleaning that is needed.
- 25.19. You agree that if any animal(s) are left in the property they will be treated as abandoned by you and, in these circumstances the council will arrange for the animal(s) to be removed. The council will charge you any costs associated with the removal and care of these animals.
- 25.20. The council will also charge you for removing or making good any alterations you carried out at your home without first getting the council's written permission.

25.21. You must not allow any person to remain living in your home when your tenancy ends. If you do, the council will take Court action to gain possession and you may be charged for use and occupations charges and the council's court costs.

25.22. If, as a result of a breach by you of your obligations in this section of the Agreement and/or acts committed by you and/or members of your household or your visitors for which you, as the tenant, were responsible, we are unable to re-let your home immediately to another tenant, you must pay to the council the equivalent of the rent that the council loses by not being able to let the property, until the it is ready to be re-let.

25.23. You may not be granted another council tenancy if you:

- a) Are evicted from your council property.
- b) Abandon this property and do not return the keys.
- c) Leave the property in a poor condition and fail to pay for repairs and/or replacements, and/or
- d) Owe rent for any previous council properties.

26. Consultation and involving you in decision making

26.1. 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.

26.2. We will discuss with you any decisions to do with managing or maintaining the council's housing stock if these decisions are likely to have a significant effect on your home or tenancy. For example, we will ask your views about modernisation or improvement work that is planned for your home or your area.

26.3. You have the right to information about the following:

- The conditions of your tenancy.
- Our responsibilities for carrying out repairs.
- Our policies about offering you a home or transferring your tenancy.
- Any proposal to transfer housing stock to a new landlord, and
- Rent setting and how the money is spent.

26.4. We must provide information each year on the performance of the Housing service. We usually do this through the publication of an Annual Report.

27. Fair processing notice and Data Protection GDPR

27.1. 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.

- 27.2. 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.
- 27.3. 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. This may include:
- a) Contractors appointed to carry out repair, maintenance or improvement work to the property.
 - b) Law enforcement agencies.
 - c) Children and Adults Social Care, Education and schools.
 - d) Housing Benefits and Council tax, DWP.
 - e) Electoral registration.
 - f) Local housing providers, and
 - g) Professional advisers.
- 27.4. Any hard copy files that contain personal and financial information are stored in locked cupboards in a secure building. Only authorised staff have access to such cupboards.
- 27.5. 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.
- 27.6. Personal and financial information is recorded and stored securely on the Council's electronic Housing record system.
- 27.7. Information will be retained in accordance with article 51e Storage Limitation principle under UK General Data Protection Regulations Legislation.

Access to your file & information

- 27.8. 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.

27.9. 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.

27.10. 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 2LU if you believe this to be the case.

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

28. Complaints/Compliments

28.1. Your feedback is always important to us so we can recognise good practice and/or change what we can to improve our services.

28.2. We always aim to give our customers a good service. If you wish to give good feedback on any service that you have accessed and/or alternatively if you wish to make a complaint, please visit our website (www.reading.gov.uk) and go to the section entitled 'How to make a complaint, comment or compliment'.

SIGNATURE PAGE

1. This Tenancy Agreement is between us (Reading Borough Council) and you:

(1) Full name: NI NO:

(2) Full name: NI NO:

2. The full address and postcode of the property rented in this agreement is:

.....

.....

3. The weekly secure tenancy commencement date is:

3a. (If applicable) The Introductory tenancy commencement date is:.....

This tenancy will be an Introductory Tenancy until:

when it will become a Secure Tenancy unless:

- (i) The Introductory period of your tenancy has been extended; and/or
- (ii) You are not occupying the property as your only or principal home; and/or
- (iii) We are in the process of seeking possession of the property

4. The first full weekly period starts on Monday.....

Your tenancy (whether that be an initial Introductory Tenancy or a Secure tenancy) is a weekly tenancy which runs from Monday to Sunday. Your tenancy will start on the tenancy commencement date stated above.

The weekly rent and all other charges relating to the property are due on each Monday, in advance. You owe us rent from the first day of your tenancy. This means that if you started your tenancy on any day other than a Monday, your first rent payment will be due on that

first day of your tenancy and is worked out in proportion to the number of days in the first week, or part week, that you will hold your tenancy.

5. The starting weekly charges for this property are:

Rent:

Cleaning:

Lighting:

Other:

Other:

TOTAL:

6. The full names of all of the people who will live in the property with you (your household) are:

	<u>Name</u>	<u>Date of Birth</u>	<u>Relationship to you</u>
1.
2.
3.
4.
5.
6.
7.
8.

9.

7. The maximum number of people allowed to live in the property is

8. **Signatures**

If this is a joint tenancy, both tenants must sign the agreement

I/We confirm that the information that I/we gave in my/our application for housing was and still is true. I/we understand that if it is not, the council can take legal action to recover possession of the property

I/We have read through and have understood the terms of this Tenancy Agreement.

Tenant 1	Tenant 2
Name:	Name:
Signature:	Signature:
Date:	Date:

Former Tenancy Arrears

Former Tenancy Arrears and Housing Related Debt

This paragraph is only applicable if it has been completed.

If this paragraph is completed it means that the Council has granted you a tenancy of this property even though you still have arrears and/or housing related debt from another property and/or a previous tenancy, which you must now pay.

It is agreed that you owe the following sums for arrears and/or housing related debt:

1.
2.
3.
4.
5.

The payment of these arrears and/or housing related debt is additional to the rent for the property in this tenancy.

You agree to pay the total debt of £ at the rate of £ per week in addition to the weekly charges for the property in this tenancy. The amount and period of instalments may be varied from time to time by agreement with the Council.

Tenant 1

Name:

Signature:

Date:

Tenant 2

Name:

Signature:

Date:

Signed by us:

Officer name:

Job title:

Signature:

Date:

Repayment of this debt is an obligation of this tenancy. We refer to clause 5.7 of this tenancy agreement.

SUCCESSION

On (date),

the original tenant (name) (“the original tenant”),

of (“the property”) died.

(Delete if not applicable)

The original tenant held a joint tenancy of the property with

..... (name)

The council agrees that (name)

(“the successor tenant”) succeeded to the tenancy of the property on the original tenant’s death and has been the sole tenant of the property through succession since the date of the original tenant’s death.

The details of the successor tenant (if not a current joint tenant) are as follows:

Name

Date of birth:

Relationship to original tenant:

National insurance number:

I, successor tenant of the property have received a copy of the current Tenancy Conditions for the tenancy of the property and agree to comply with those tenancy terms.

I understand that if I do not comply with the terms of the tenancy of the property the council can take legal action against me, including taking action to evict me from the property.

I understand that if I succeed to a property that is larger than I reasonably require, the council require me to move to an alternative property of a size that I reasonably require. I understand that the council can issue court proceedings against me if I do not move to alternative accommodation in these circumstances.

I understand that there can be no further successions to the tenancy.

I further understand that if I held a joint tenancy with the original tenant, I have now become the sole tenant of the property and this counts as a succession.

Signed:

(Successor tenant)

Print name:

Dated:

Signed:

(For and on behalf of Reading Borough Council)

Dated:

ASSIGNMENT

(tick as applicable)

Assignment to a person qualified to succeed to the tenancy

Assignment by way of a mutual exchange

Assignment pursuant to a Court Order in family law proceedings

Pursuant to the method of Assignment marked above, the original tenancy of the original tenant(name) which commenced on(date) was assigned to (name) (“the new tenant”) on (date)

I,.....(name), the new tenant of the property at (“the property”) have received a copy of the current Tenancy Conditions for the tenancy of the property and agree to comply with those tenancy terms.

I understand that if I do not comply with the terms of the tenancy of the property the council can take legal action against me, including taking action to evict me from the property.

The details of the new tenant’s household are as follows:

Name	Relationship to me	Date of Birth	National Insurance Number
------	--------------------	---------------	---------------------------

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

I understand that in the event that the tenancy has been assigned to me on the basis that I am a person qualified to succeed to the original tenancy, this assignment counts as a succession and so on my death, there can be no further successions to the tenancy.

I understand that in the event that the tenancy has been assigned to me by way of a mutual exchange and I was a successor before the mutual exchange, I will remain a successor in my new property.

I understand that in the event that the tenancy has been assigned to me pursuant to a Court Order in family law proceedings, the assignment may count as a succession in certain circumstances including if the original tenant was a successor. This would mean that on my death there can be no further successions to the tenancy.

Signed:

Print name:

Dated:

Signed:

(For and on behalf of Reading Borough Council)

Dated:

Signed.....

(For and on behalf of Reading Borough Council)

Dated.....

If you would like this information in a different format such as Braille, large print, audio tape, or translated please contact us at any Customer Fulfilment Centre or call 0118 9372161.

The English language version of these Tenancy Agreement and Conditions (the original version) shall have precedence over any translation which is provided for you or obtained by you. Any translated version of these Tenancy Agreement and Conditions is provided for your convenience only. In the event of any dispute or disagreement in relation to the original version and any version provided for you or obtained by you in any other language, and in the event of any action in relation to a breach of the terms of the Tenancy Agreement and Conditions, the terms of the original version shall prevail

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Housing, Neighbourhoods and Leisure Committee

09 July 2025



Reading

Borough Council

Working better with you

Title	Tenant Accessibility Policy 2025
Purpose of the report	To make a decision
Executive Director/ Statutory Officer Commissioning Report	Melissa Wise – Executive Director for Communities & Adult Social Care
Report status	Public report
Report author	Natalie Waters – Interim Assistant Director for Housing Landlord Services
Lead Councillor	Councillor Matt Yeo – Lead Councillor for Housing
Corporate priority	Our Foundations
Recommendations	<ol style="list-style-type: none"> 1. That the Housing, Neighbourhood & Leisure Committee approve the Tenant Accessibility Policy 2025 for implementation across the Council as outlined in Appendix 1. 2. That the Housing, Neighbourhood and Leisure Committee endorse the ambition to work with external partners and contractors, including the commissioned PFI, in supporting our tenants to adopt the principles of the Policy.

1. Executive Summary

- 1.1. This report requests approval for the implementation of a Council wide Tenant Accessibility Policy in response to the new Consumer Standards introduced by the Regulator for Social Housing set out in the Transparency, Influence & Accountability Standard.
- 1.2. The Tenant Accessibility Policy aims to ensure that tenants have equal access to our services and that their diverse needs are addressed. This Policy is designed to ensure that all tenants, regardless of their background, abilities, or personal circumstances, have equal and meaningful access to the Council’s Housing and Landlord services. This Policy recognises the diversity of our community and affirms our commitment to inclusivity by actively identifying and addressing barriers that may prevent individuals from engaging with our services.
- 1.3. Accessibility is not limited to physical access, it also encompasses communication, digital inclusion, cultural sensitivity, and the adaptability of services to meet a wide range of needs. Whether through providing information in multiple formats and languages, offering support for tenants with disabilities, or designing services that are intuitive and user-friendly, the Council strives to create an environment where every tenant feels seen, heard, and supported.
- 1.4. By embedding accessibility into every stage of service delivery, from initial contact to long-term tenancy support, the Policy ensures that fairness and equity are not just ideals, but everyday practices that shape how we serve our tenants and community.

2. Policy Context

- 2.1. The Transparency, Influence and Accountability standard requires Social Landlords to be open with tenants and treat them with fairness and respect. It also requires Landlords to demonstrate their understanding of the different needs of tenants, including in relation to any protected characteristics and tenants with additional support needs.
- 2.2. There is a specific expectation that as a Landlord, the Housing & Communities Service will demonstrate how we respond to tenant needs in the way we provide services and communicate with our tenants and ensure tenants understand how services can be tailored to meet their needs.
- 2.3. The Housing & Communities Service is part of the Directorate of Communities & Adult Social Care whose Officers work towards a shared purpose for our Tenants of 'Supporting the life that matters to you'. This purpose is rooted in the commitment of providing customer focussed services in a way that is tailored to the individual needs and desired outcomes of our customers. The introduction of a Tenant Accessibility Policy provides a clear framework to fully embed this shared purpose in our work.
- 2.4. As a landlord we recognise that Reading as a Borough has a diverse population with 46.5% belonging to a Global Majority community. Therefore, it is imperative that the service consider and anticipate any additional needs and variations required to ensure services are accessible to all.
- 2.5. The service will securely maintain up to date information about our tenants to ensure that we can deliver fair and equitable outcomes in relation to the housing and landlord services we offer. This Policy outlines our commitment to gathering and regularly updating this information to better serve the needs of our tenants when engaging with our services.

3. The Proposal

- 3.1. There is no single definition of vulnerability across the Housing Sector. At Reading Borough Council, we define a tenant with vulnerable needs as someone (including a member of their household) with any condition or circumstance that either:
 - Places them at risk in their home
 - Puts them at risk of being unable to comply with the conditions of their tenancy or lease without additional support or intervention
 - Affects their ability to access our services.
- 3.2. As a result of introducing the Tenant Accessibility Policy, we are committing to working in the ways outlined below.

3.2.1. How we recognise vulnerability

The below indicators won't necessarily mean a tenant is vulnerable however, it may mean they have additional needs. The checklist below is used by staff to aid their conversations with our tenants, both when initially presenting to us and in any follow up contacts or conversations. It will be used to prompt further conversation about any vulnerabilities a tenant may have, and hence any additional support that may need putting place:

Health	Life events	Resilience	Capability
Physical disability	Retirement/older people (i.e. 75 years or older or those living alone)	Severe financial hardship	Children with special educational needs

Mental ill-health e.g. hoarding, schizophrenia	Children in care, Care leaver or 16–21-year-old living away from family	Multiple debts and unable to meet basic needs e.g. fuel or food poverty	Learning disability
Permanently impaired mobility or frailness or other physical/sensory impairments	Victims and survivors or domestic abuse, serious youth violence, hate crimes, harassment or exploitation		Low level of literacy including digital literacy
Chronic debilitating health conditions	Pregnant or recently given birth, still born or miscarriage		Limited English language skills impacting daily life
Addiction/serious substance or alcohol abuse	Refugees and asylum seekers		Neurodivergent
Age related conditions that impact on independent living	Recently released from prison after a custodial sentence		
	Young parents under 21 years old		
	Living with or caring for someone with a long-term illness (incl. young carers)		
	Temporary injury or health condition		
	Bereavement		
	Recently moved from supported accommodation to independent living, refuge or homeless persons, hostel and street homelessness		
	Ex-service personnel		
	Recently discharged from hospital		
	Families with children excluded or at risk of exclusion from school		

3.2.2. How we will record and respond to tenants' needs

We'll record any known vulnerability or disability on our internal systems, following gaining consent from the tenant to do so. If a tenant or household member is recorded as having a vulnerability or disability, we'll use this information to inform how we deliver services to them to better meet their individual needs and help them access appropriate support. We'll review this data annually or at the point tenants contact us, whichever is shorter, to ensure its accurate and up to date.

3.2.3. Defining reasonable adjustments

Each service area will consider what additional support, consideration or variation in usual service provision is appropriate for a customer experiencing vulnerability. With

the individual tenant, we will agree what adjustments are needed on a case-by-case basis on what may be reasonable in the circumstances. This can include but is not limited to; providing both written and verbal translation services, allowing extra time for a tenant to answer the door when making a home visit and on receipt of the tenant's authority sending and receiving information to a chosen advocate who is providing support to the tenant.

3.2.4. Who can request a reasonable adjustment

A reasonable adjustment can be requested from us, at any time:

- By the tenant themselves
- By referral from another local authority or other relevant agency
- By a family member when we've been given permission for them to do so
- A member of staff may suggest for one to be made, when they're aware it will support the tenant's needs.

3.2.5. How we will respond to reasonable adjustment requests

The Equality and Human Rights Commission guidance will be used by Officers when deciding whether an adjustment is 'reasonable' or not. Where we can make a reasonable adjustment, we will inform the tenant of the adjustments we can make, how long they will last if they are not permanent and record this information on our system to ensure that the adjustment is made as required when accessing our services.

Where we're unable to make a reasonable adjustment for whatever reason, we will work with the tenant to find the best alternative solution for them.

- 3.3. To ensure the effective implementation of this policy, comprehensive training will be provided to all relevant Housing & Communities Officers and Team Reading colleagues, with the aim of extending this to partner organisations and contractors. The service is committed to working with the OD team to create an online training resource, which will be embedded into regular review cycles, team meetings, staff inductions, and ongoing development programmes. This approach will promote a consistent understanding of expectations and reasonable adjustments, ensuring accessibility and inclusivity are prioritised across all Landlord Services.

4. Contribution to Strategic Aims

- 4.1. Our Council Plan vision is to help Reading realise its potential – and to ensure that everyone who lives and works here can share the benefits of its success.
- 4.2. The new Tenant Accessibility Policy contributes to both the vision and the Corporate Plan Themes of Healthy Environment, Thriving Communities and Inclusive Economy in the following ways:
- **Safeguard and support the health and wellbeing of Reading's adults and children** - Equitable access to housing services ensures that all tenants, including those with disabilities or complex needs, can live in safe, suitable, and healthy homes.
 - **Promote more equal communities in Reading** – It contributes to reducing inequality by targeting support where it's needed most, helping to level the playing field for disadvantaged groups.
 - **Secure Reading's economic and cultural success** – The policy supports economic participation by promoting housing stability, which is foundational for financial independence and workforce readiness.
- 4.3. These themes are underpinned by "Our Foundations" explaining the ways we work at the Council:

- People first
 - Digital transformation
 - Building self-reliance
 - Getting the best value
 - Collaborating with others
- 4.4. The Housing & Communities service is committed to ensuring fair and equitable access to all its services through its Tenant Accessibility Policy. Guided by the principle of ‘Supporting the life that matters to you’, we strive to tailor our support to reflect the unique needs, circumstances, and aspirations of each tenant. This includes a strong focus on our corporate parenting responsibilities, ensuring that every tenant, regardless of background or support need, has a meaningful opportunity to access and engage with the services they receive and to hold us accountable as their landlord.

5. Environmental and Climate Implications

- 5.1. The Council declared a Climate Emergency at its meeting on 26 February 2019 (Minute 48 refers).
- 5.2. Adopting the Tenant Accessibility Policy will not have any environmental or climate impact or implications.

6. Community Engagement

- 6.1. The Housing & Communities Service is currently preparing to relaunch its tenant engagement initiative, following the approval of the Tenant Engagement Strategy 2025–2030 by the HNL Committee on 11 March 2025. A refreshed engagement offer and programme is being developed, reflecting the service’s commitment to improving how we connect with and involve our tenants. This new approach will be formally launched after a targeted recruitment campaign during the summer of 2025.
- 6.2. A key component of this initiative is the revitalisation of the Tenant and Council Together Scrutiny Panel, which will provide tenants with meaningful opportunities to engage with, influence, and scrutinise the services they receive. Although the formal structure of the Scrutiny Panel is still under development, the Housing & Communities Service is eager to ensure that this Strategy—while primarily inward-facing—benefits from tenant input. As such, we have been actively seeking feedback from those the Policy is designed to support, to help shape its final content.
- 6.3. The Tenant Accessibility Policy has been shared with the Tenant Voices Panel, a group of long-standing, actively engaged Council tenants, to gather feedback on whether the proposed adjustments and considerations effectively support both current and prospective tenants in accessing Council services.
- 6.4. This engagement ensured that tenant perspectives were incorporated into the final version of the Policy. We will continue to collaborate with the Tenant Voices Panel to assess whether the Policy is achieving its goal of making services more equitable. This will include ongoing monitoring of the adjustments implemented to ensure they are delivering meaningful improvements in accessibility. Details of this will be published on our website, will become a regular item in the Your Housing publication and will continue to be discussed regularly with tenants throughout all interactions with front-line officers.

7. Equality Implications

- 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 was completed on the Tenant Accessibility Policy, and within answering the initial questions, following the guidance within the assessment pack, it was identified as there are no proposed changes to services that will negatively impact on the way people access and experience services, the Equality Impact Assessment was not needed.

8. Other Relevant Considerations

- 8.1. There are no other relevant considerations.

9. Legal Implications

- 9.1. The Regulator of Social Housing, through the Transparency, Influence & Accountability Consumer Standard, requires local authority housing providers to ensure that services are accessible to all tenants and responsive to their diverse needs. This includes delivering inclusive, equitable housing services that remove barriers to access—whether physical, cultural, linguistic, or digital—and ensuring that no tenant is disadvantaged in their ability to engage with or benefit from landlord services. These expectations are embedded in the Social Housing (Regulation) Act 2023, which strengthens the regulatory framework to hold landlords accountable for delivering fair, safe, and inclusive housing for all.
- 9.2. The Tenant Accessibility Policy 2025 will play a central role in meeting these requirements, ensuring that all tenants, regardless of background, ability, or support needs, can access services equitably. By recognising and responding to the diverse needs of our tenants, the Policy enables inclusive participation and inclusion, ensuring that every voice can be heard and that services are accessed by all who need them in a way that meets their needs.
- 9.3. In addition, work and opportunities delivered within this report and in the associated Strategy covers the Council's requirements in the following legislation:
- Landlord & Tenant Act 1985
 - Social Housing (Regulation) Act 2023
 - Housing Act 2004
 - Equality Act 2010
 - HCA – the Regulatory Framework for Social Housing in England from April 2012
 - Building Safety Act 2022
 - Social Housing (Regulation) Act 2023

10. Financial Implications

- 10.1 All known costs associated with the implementation of this Policy are budgeted for within the existing Housing Revenue Account budget. If additional resource requirements are identified a Business Case would be submitted as part of the annual HRA 30 Year Business Plan and Budget Setting process

11. Timetable for Implementation

- 11.1 Once approved, the Policy will be implemented immediately, and training arranged with all internal staff and planned for external partners as soon as possible. This will include a website update and a feature in the next available issue of Your Housing.

12. Background Papers

12.1 None

1. Appendices

2. Appendix 1: Tenant Accessibility Policy 2025

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Housing Services Tenant Accessibility Policy July 2025

Version:	1.3	Date of Next Review:	July 2026
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Contents

Introduction	3
Policy statement	3
Policy scope	4
How we define vulnerable needs	4
How we'll recognise vulnerable needs	5
Keeping record of Tenant's needs: record and respond	6
What is a reasonable adjustment?	7
How to request a reasonable adjustment	7
Our response to requests for reasonable adjustments	8
Complaints	8
Recording vulnerability	8
Communication	8
Digital Inclusion	9
Lettings	9
Rent Arrears	10
Repairs	10
Anti-social behaviour	10
Tenants without capacity	11
Safeguarding	11
Implementation and Review	11
Appendix 1	13
Appendix 2 – Drivers of vulnerability and associated characteristics	14

Introduction

Reading Borough Council aims to provide high quality and equitable services to all our tenants. We recognise that some customers may face barriers, limiting their ability to access our services. We acknowledge our duty to meet the specific needs of vulnerable tenants, ensuring they receive the appropriate support and adjustments.

This Policy explains how we will achieve good outcomes for vulnerable tenants of housing and landlord services, including people who are homeless, applying for housing and our tenants and leaseholders, to make sure they can access our services.

This Policy applies to all tenants, household members, and customers. The type of support we provide will depend on the type of service being accessed.

Policy statement

This Policy is a statement of our commitment to ensure tenants facing **barriers on accessing** our services are supported to ensure they are not disadvantaged when doing so. It is not intended to detail every circumstance but instead outlines the principles we will adhere to when working with our Tenants.

Our wider suite of policies and procedures outline how service areas adapt to meet the needs of tenants with additional needs and provide further support, where necessary. This support may be delivered by us or through referral to external agencies.

This policy covers services delivered by our contractors, including PFI, and commissioned services to provide a comprehensive Housing Service.

We're committed to being a supportive, diverse, inclusive, and equal opportunities organisation.

Our colleagues receive mandatory training to embed these commitments in all interactions with our Tenants when delivering our services.

We'll work with support workers, advocates, family members, or other professionals with disclosure authority to meet the needs of our tenants and ensure any necessary support is in place.

Policy scope

This policy focuses on customers who are experiencing vulnerability but who have capacity to make their own decisions.

Where there's a risk of harm, abuse, or neglect to tenants, we'll follow our Safeguarding policies and procedures:

[Home | West of Berkshire Safeguarding Adults Board](#) ;
[Berkshire West Safeguarding Children Partnership – and/or Tenants Domestic Abuse Policy](#).

This Policy should be read in conjunction with our Equality, Diversity and Inclusion Policy.

We acknowledge and understand that any tenant, at any time, may face barriers accessing service.

This Policy is in accordance with:

- The Housing Ombudsman Service's Complaints Handling Code
- Our duty under the Equality Act 2010
- Our Regulator's Transparency, Influence & Accountability Standard
- Our requirements under the Financial Conduct Authority (FCA) and in particular Principle 6 of the FCA Handbook.
- Landlord and tenant Act 1985
- Housing Act 1996 and the Homelessness Priority Need for accommodation order) (England) Order 2002, Human Rights Act 1998
- Human Rights Act 1998
- Housing Act 2004 (Health and Safety standards for rented homes)
- The Care Act 2014
- RBC Equality & Diversity Policy
- Digital Inclusion Policy
- RBC Safeguarding Policy
- [RBC Repairs Rights & Responsibilities](#)
- [RBC Complaints Policy 2024](#)
- [RBC Anti-Social Behaviour Policy](#)
- [Zero Tolerance Policy - Reading Borough Council](#)

How we define vulnerable needs

There is no single definition of vulnerability across the Housing Sector. Our definition reflects our understanding that 'vulnerability' can be a changeable state, influenced by multiple factors and experiences.

Some of these factors may be caused by a temporary life event, and some may be due to a constant factor that will not change. It is the interaction of these factors that will determine how vulnerable a person is at any point in time and how much additional assistance or adjustments they may require to sustain their tenancy and manage their day-to-day housing situation.

An individual's ability to act, engage or cope with everyday activities varies and therefore not all tenants with characteristics of vulnerability will be vulnerable. It is important however that there is an awareness of an individual's needs, and that services and support are tailored accordingly.

At Reading Borough Council, we define a tenant with vulnerable needs as someone (including a member of their household) with any condition or circumstance that either:

- Places them at risk in their home
- Puts them at risk of being unable to comply with the conditions of their tenancy or lease without additional support or intervention.
- Affects their ability to access our services.

Vulnerability may be caused by personal circumstances, timing, and/or whether there's existing support in place. This is why we'll assess vulnerable needs on a case-by-case basis.

How we'll recognise vulnerable needs

During any type of contact, colleagues may enquire about a tenant's needs, and tenants are encouraged to state their needs whenever possible.

We expect colleagues and third-party contractors to anticipate the vulnerable needs a tenant may have, and that they may need support or assistance. This can be from their own observations or by using the information available to them from the tenant's records.

Tenants (who become a tenant with us) will be asked whether they, or any household members, have any additional needs at the start of their tenancy.

We may get a referral from statutory services, an external agency or organisation that will alert us to the need.

The below indicators won't necessarily mean a tenant has vulnerable needs however it may mean they have additional needs. It's important for colleagues and third-party contractors to be aware of these, as early identification will mean the tenant will receive any necessary help and support as soon as possible:

Protected characteristics – age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation.

Health and abilities – physical health impairment, sensory impairment, cognitive impairment, mental health issues, developmental condition, and addiction.

Access and skills – lack of language, literacy, numeracy, digital access, and technical skills.

Personal circumstances – major life events such as bereavement, redundancy, loss of income, divorce or a relationship breakdown, being the victim of domestic abuse, anti-social behaviour, or harassment.

Financial – low knowledge of financial matters, difficulty in enduring financial or emotional shock due to debt or a one-off unexpected expense; low or unstable income, subject to financial abuse or money is managed by the council's deputies team or appointed Power of Attorney.

Other indicators of vulnerable needs and that further support or assistance could be offered to tenants include:

- Anti-social behaviour as a result of mental health issues
- A repeated failure of non-engagement with correspondence or to answering the door when visited
- Hoarding, self-neglect, or other behaviours that could cause harm to themselves or their property, and their home and/or garden becoming unfit for occupation.
- A detrimental change in the person's physical appearance
- Erratic and unusual patterns of rent payments and falling into arrears when the tenant previously had good payment history.

Safeguarding concerns will be raised with the relevant social services colleagues in line with our Safeguarding Policy which sets out how we identify and support vulnerable adults and children at risk, and ensure statutory agencies are involved immediately when we have a concern.

Keeping record of Tenant's needs: record and respond

We'll record any known vulnerability or disability on our internal systems, including any communication or access needs, and whether there's anyone with delegated authority to speak to us on the tenant's behalf.

If a tenant or household member is recorded as having vulnerable needs or a disability, we'll use this information wherever possible to deliver services that meet their individual needs and help them access appropriate support.

We'll review this data periodically to ensure its accurate and up to date. When sharing information about tenants, we'll comply with our Data Protection Policy and legislation.

What is a reasonable adjustment?

Each service area will consider what additional support, consideration or variation in usual service provision is appropriate for a customer experiencing vulnerability. This may vary from service to service but some examples are:

- allowing longer for customers to answer their door when we call for an appointment
- giving priority for customers with heating breakdowns if they are undergoing medical treatment
- visits in person where we would normally provide a phone service
- provide additional support such as a sign language interpreter
- provide or refer for additional support for an anti-social behaviour perpetrator with mental health issues instead of enforcement action

We will decide what adjustments are needed on a case-by-case basis by discussing The requirements with vulnerable tenants and their representatives and seeking to reach agreement on what may be reasonable in the circumstances. We will not make assumptions about whether adjustments are needed, or about what the adjustments should be.

How to request a reasonable adjustment

A reasonable adjustment can be requested from us in the following ways:

- By the tenant themselves
- By referral from another local authority or other relevant agency
- By a family member when we've been given permission for them to do so
- A member of staff may suggest for one to be made, when they're aware it will support the tenant's needs.

In some cases, we may seek advice from expert disability organisations that can assist with signposting and other forms of support.

Our response to requests for reasonable adjustments

We'll consider the Equality and Human Rights Commission guidance when deciding whether an adjustment is 'reasonable' or not, based on:

- How effective the adjustment(s) will be in assisting a tenant with a disability and in preventing or reducing the possibility of them being at a disadvantage
- The practicality of us making the adjustment(s)
- The cost of the adjustment(s) and whether this is possible within our resources;
and
- Any disruption to the service that making the adjustment(s) may cause.

Where we're unable to make a reasonable adjustment due to cost or resources, we'll work together with the tenant to find the best alternative solution for them.

Complaints

If you disagree with our decision, you may be able to challenge it through our Complaints Process or go to the Ombudsman if you are still unhappy. Complaints can be made online via our website at www.reading.gov.uk/complaints using the online form, by calling 0118 9373787 or by filling out a form at the civic offices.

Recording vulnerability

We will record on the customer record through our NEC housing management system any known vulnerability, any particular communication or access needs, and whether there is anyone with delegated authority to speak to us on the customer's behalf such as an advocate or support worker.

This will ensure our colleagues have advance knowledge of any additional factors to consider when delivering services.

Communication

We'll publish this policy on our website as part of a communication plan to make sure our tenants are aware.

Tenants can also inform us of vulnerabilities during any point of contact with us as well as online.

We will work with the tenant to ensure there are no barriers that impact on our ability to communicate effectively with each other. In some exceptional circumstances

where not to do so would severely disadvantage the customer, we will ensure documents are available in other languages and formats such as large print and audio or engage a British Sign Language interpreter. Customers can also ask that correspondence is sent to someone who has 'delegated authority' to act on their behalf.

Reading Borough Council operates a zero tolerance approach and we will not tolerate any form of abuse, assault or harassment of Council staff. We will act directly against any such behaviour.

Digital Inclusion

We are committed to providing accessible services. We also understand that not all our customers will want to engage with us digitally. We commit to always having staff available to take phone calls and offer face to face appointments.

For our customers who prefer to engage with us digitally and self-serve, we commit to making sure our websites and forms are accessible, using accessibility software and translation options. We run regular checks across our website to ensure this. This is in line with the Council's Accessible Information and Communications Policy - **See web link - [Accessible Information and Communications Policy - Reading Borough Council](#)**.

Lettings

When allocating our homes, we will review any information we receive on vulnerability to help us ensure any offer of housing is right for the individual and their family, to ensure longer term tenancy sustainment. We are introducing pre-tenancy training which will help customers understand their responsibilities as a social housing tenant. This will also assist us in identifying any specific support that may need to be put in place to help sustain a tenancy.

Any prospective customer, in deciding to enter a tenancy agreement must be able to understand:

- Their obligation to pay rent as a customer and to occupy and maintain the interior of the property
- The landlord's obligations, e.g. to maintain the property
- That failure to keep to the terms of the tenancy agreement may mean they could be evicted.

When we let a home, new tenants will be given the opportunity at the tenancy sign up to tell us about the needs of any vulnerable household member and any existing care and support services received.

Rent Arrears

We will support and appropriately refer tenants and/or advocates who approach us for help or who fall into arrears to money advice services to ensure the tenant is maximising their income, supported in managing their budget, and can develop a realistic plan to repay their rent and arrears.

For vulnerable tenants we will make sure that those services are accessible and consider any reasonable adjustments required. We recognise that some vulnerable tenants may have other money problems and difficulties with budgeting and can offer support as part of our tenancy sustainment service.

Repairs

We recognise that customers experiencing vulnerability may find it more difficult to cope if something goes wrong in their home and they need a repair. When a customer contacts us to request a repair, the Customer Fulfilment Centre will confirm if there are any disabilities or support needs which should be considered. This should be recorded on the customer record so that the service can be delivered appropriately, aligned to the needs of the household.

We'll communicate information about a tenant's vulnerable needs, disabilities and any agreed reasonable adjustments to our contractors whenever necessary to ensure services are delivered appropriately. This will be in line with data protection legislation and our information sharing policy.

Anti-social behaviour

We have a separate Policy and Procedure covering our approach to managing reports of anti-social behaviour. We risk assess all reports and prioritise them accordingly as high, medium and low risk. High risk cases will include hate crimes, violence and threatening behaviour. We work closely with the police and partner services to support tenants who are victims of anti-social behaviour including those who are victimised or harassed because of a personal characteristic.

We acknowledge that the vulnerabilities of some tenants contribute to behaviour which is classed as anti-social to those around them. These vulnerabilities include but are not limited to, mental health issues, learning difficulties and substance misuse. In cases where vulnerable perpetrators are involved, we will work closely with various support agencies with the aim of improving the behaviour of a tenant. Understanding that a coordinated multi-agency approach is often needed, cases will be referred to the relevant multi-agency panel to facilitate joint working and ensure a co-ordinated approach.

Tenants without capacity

In line with the Mental Capacity Act 2005, we will liaise with those who have legal authority to act on behalf of our customers who lack capacity.

That may be a representative who has or is a/an:

- Lasting Power of Attorney (LPA)
- Deputyship Order from the Court of Protection
- litigation friend appointed in Court proceedings if the tenant lacks capacity to litigate
- appointee appointed by the DWP to manage a person's benefits if they lack capacity.
- Independent Mental Capacity Advocate (IMCA) commissioned by the local authority who are appointed where a person aged 16 or over lacks ability to act to decide for themselves where to live and has no-one, such as a friend, relative, attorney or deputy to advise or support them.

Safeguarding

We are committed to safeguarding children, young people and adults at risk who live in the community. All staff are required to attend safeguarding training and are expected/have a duty to report all incidents or concerns they have relating to the wellbeing of an individual.

Implementation and Review

In the next 12 months we will:

- Review how we capture details of a customer experiencing vulnerability in our systems and ensure that the data is available to colleagues who need access to it
- Instigate measures to increase the level of data we hold about a disability on our customer records
- Ensure we have the necessary data fields to record specific requirements as a result of a vulnerability or a protected characteristic
- Further consult on the application of this policy through our tenant engagement structures
- Embed our approach into our service delivery by training our colleagues involved in delivering services so they know how to respond positively to customers experiencing vulnerability. This will be embedded with mandatory training and refreshed annually.

- Review this Policy annually to address legislative, regulatory, best practice or operational issues.

Appendix 1

This Policy has been written in conjunction with other policies.

- The Housing Ombudsman Service's Complaints Handling Code
- Our duty under the Equality Act 2010
- Our Regulator's Transparency, Influence & Accountability Standard
- Our requirements under the Financial Conduct Authority (FCA) and in particular Principle 6 of the FCA Handbook.
- Landlord and tenant Act 1985
- Housing Act 1996 and the Homelessness Priority Need for accommodation order) (England) Order 2002, Human Rights Act 1998
- Human Rights Act 1998
- Housing Act 2004 (Health and Safety standards for rented homes)
- The Care Act 2014
- RBC Equality & Diversity Policy
- Digital Inclusion Policy
- RBC Safeguarding Policy
- RBC Repairs Rights & Responsibilities
- RBC Complaints Policy 2024
- RBC Anti-Social Behaviour Policy

Appendix 2 – Drivers of vulnerability and associated characteristics.

There are many situations and circumstances that may lead to a tenant becoming vulnerable. All tenants are at risk of becoming vulnerable and this risk is increased by characteristics of vulnerability related to four key drivers. The table below gives examples of the types of circumstances and characteristics under these four drivers which can lead to tenants having additional or different needs.

This is not an exhaustive or definitive list.

Key drivers definitions:

Health: Health conditions or illness that affect a tenant's ability to carry out day to day tasks.

Life events: Circumstances that may negatively impact a tenant's life.

Resilience: Low ability to withstand financial or emotional shock.

Capability: Low knowledge or confidence in managing day to day affairs

This checklist below is used by staff to aid in their conversations with our tenants, and prompt areas where further conversations around what vulnerabilities a tenant may have, and that they then may need additional support putting place:

Health	Life events	Resilience	Capability
Physical disability	Retirement/older people (i.e. 75 years or older or those living alone)	Severe financial hardship	Children with special educational needs
Mental ill-health e.g. hoarding, schizophrenia	Children in care, Care leaver or 16–21-year-old living away from family	Multiple debts and unable to meet basic needs e.g. fuel or food poverty	Learning disability
Permanently impaired mobility or frailness or other physical/sensory impairments	Victims and survivors or domestic abuse, serious youth violence, hate crimes, harassment or exploitation		Low level of literacy including digital literacy
Chronic debilitating health conditions	Pregnant or recently given birth, still born or miscarriage		Limited English language skills impacting daily life

Addiction/serious substance or alcohol abuse	Refugees and asylum seekers		Neurodivergent
Age related conditions that impact on independent living	Recently released from prison after a custodial sentence		
	Young parents under 21 years old		
	Living with or caring for someone with a long-term illness (incl. young carers)		
	Temporary injury or health condition		
	Bereavement		
	Recently moved from supported accommodation to independent living, refuge or homeless persons, hostel and street homelessness		
	Ex-service personnel		
	Recently discharged from hospital		
	Families with children excluded or at risk of exclusion from school		

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Housing, Neighbourhoods and Leisure Committee



Reading
Borough Council
Working better with you

09 July 2025

Title	Proposal to implement a Borough Wide Public Spaces Protection Order
Purpose of the report	To make a key decision
Report status	Public report
Executive Director/ Statutory Officer Commissioning Report	Melissa Wise, Executive Director for Communities and Adult Social Care
Report author	Jason Murphy, Community Safety Manager
Lead Councillor	Councillor Rowland, Lead Councillor for Environmental Services & Community Safety
Council priority	Promote more equal communities in Reading
Recommendations	<ol style="list-style-type: none"> 1. That Housing, Neighbourhood and Leisure Committee note the proposal for a Public Spaces Protection Order in Reading. 2. That Housing Neighbourhood and Leisure Committee agree that a consultation is undertaken to propose that a Public Spaces Protection Order is implemented in Reading. 3. That following the consultation a report is brought back to Housing Neighbourhoods and Leisure Committee on 12 November 2025, detailing consultation feedback with recommendations on implementing any new restrictions or amendments

1. Executive Summary

- 1.1 Addressing anti-Social Behaviour (ASB) continues to be a priority for residents living in the Town and for Reading's Community Safety Partnership (CSP). As statutory members of the CSP, Reading Borough Council and Thames Valley Police are committed to working together to ensure that issues of anti-social behaviour are tackled in the most effective and proportionate way possible, making full use of the tools and powers available.
- 1.2 Anti-Social Behaviour that impacts the public realm is visible to those who live in, work in and visit Reading and can unfortunately at times be one of the first things people notice when they come into the Town. Whilst a range of powers continue to be used to tackle ASB through Civil and Criminal Courts, a case has been made for the Council, following feedback from Reading CSP's Community Safety Survey and through Partnership Problem Solving discussions, to consider its power to introduce a Public Spaces Protection Order (PSPO) to tackle 4 key types of behaviour: begging, street drinking, anti-social use of E-bikes and E-scooters and dog control and fouling. These align with priorities put forward by Thames Valley Police.

PSPO's are powers given to local authorities to address anti-social behaviour in a public space. They are intended to improve the quality of life in communities by restricting or

prohibiting certain activities in a public area which have caused the community a detrimental impact.

- 1.3 Reading has one previous experience of using a PSPO, which was in place between 2018 and 2021, covering the whole Borough. Unfortunately, it was not as effective as it had been hoped, due to issues with resourcing enforcement activity and capturing data. However, Officers have been working through lessons learnt from this experience to ensure that if the power is introduced again in Reading, there is a clear commitment from both Reading Borough Council and Thames Valley Police to ensure it is effectively and proportionately used, with clear expectations set out from the offset as to how it will be enforced and by which agency.
- 1.4 This report sets out the case to introduce a Public Spaces Protection Order (PSPO) in Reading, the lessons learnt from the previous PSPO that was introduced in 2018 and the statutory requirements of the process to implement a PSPO, including conducting a public consultation.
- 1.5 The report recommends that the Committee notes the proposal and agrees that the Council consults with the public on their views about the proposed PSPO and that an update report is provided back to this Committee in November 2025, setting out the findings of the consultation and further recommendations regarding the Implementation of a PSPO.

2. Policy Context

- 2.1. Reading's Community Safety Partnership's Community Safety Strategy 2023 - 2026 and associated three-year plan acknowledges that Anti-Social Behaviour (ASB) continues to be a concern and priority for residents, with the Strategy setting out a commitment to work with them to deal with issues that continue to impact neighbourhoods. The Strategy also clearly sets out that the partnership will ensure effective collaboration and information sharing to tackle issues of crime and serious violence and have in place problem solving forums to allow for this approach.
- 2.2. The Partnership approach through the current strategy period has focussed on how agencies, in particular Reading Borough Council and Thames Valley Police, work together to both prevent ASB and deal with those who continue to cause ASB in our Town, making best use of the tools and powers available to the Council and Police. The Anti-social Behaviour, Crime and Policing Act 2014 introduced several new tools and powers for use by councils and their partners to address anti-social behaviour (ASB) in their local areas, with PSPOs being one of those powers.
- 2.3. As set out in the Report to HNL in November 2017, which proposed the introduction of Reading's first PSPO, the power is a wide-ranging and flexible power which is led by local authorities, The Council is responsible for drafting, consulting on and implementing PSPOs in response to the issues affecting their communities, provided certain criteria and legal tests are met.
- 2.4. PSPOs differ from other tools introduced under the Anti-Social Behaviour, Crime and Policing Act 2014, as they are the only power that is specifically council-led, and rather than targeting specific individuals or properties, they focus on the identified problem behaviour in a specific location. The legislation provides for restrictions to be placed on behaviours that apply to everyone in that locality (with the possible use of exemptions). Breach of a PSPO without a reasonable excuse is an offence.
- 2.5. The following proposal will support the ongoing commitment of Reading's CSP and the Council's role as a member of the CSP to respond to issues of ASB by utilising the range of tools and powers at its disposal.

3. The Proposal

The Background – Reading’s Previous PSPO and the learning.

- 3.1. Reading’s last PSPO, which was introduced in 2018, lapsed in 2021 because of limited enforcement of the Order and inconsistent recording of its use and of incidents of ASB relating to the Order. Feedback from Partners determined, that despite the wording of the conditions being agreed with Thames Valley Police, in practice, when it came to enforcing them, some of the conditions were seen as being too broad and too subjective, for example, use of the term ‘aggressive begging’. As well as limited enforcement, the lack of a formal monitoring mechanism and means to record its use, also meant that where the PSPO was being used, there was no data to evidence its use and to support considering renewing some of the conditions and as a result, the Order came to an end.

The Current position of ASB in the Public Realm.

- 3.2. ASB in the public realm continues to be an issue that is discussed at Reading’s Problem-Solving Meeting (a multi-agency meeting involving a range of partners), public meetings and community engagement events, as well as being highlighted in Reading’s Community Safety Survey. Over the last 12 months, several issues have repeatedly been discussed and through problem solving these issues, it has been suggested by Officers from Thames Valley Police that a PSPO could be an additional tool to support the efforts to deal with these issues. Alongside this, the Council’s Public Protection Service has also indicated that using a PSPO for dealing with Dog Control and Dog Fouling (Borough Wide), as previously used in the last PSPO, will provide the Animal Warden with the means to take action against individuals when carrying out proactive work in the community.

The proposed Issues and Conditions.

- 3.3. The following issues of concern have been put forward to be tackled under a Borough - wide PSPO, with proposed conditions:

Targeted Behaviours	Proposed Conditions (Borough Wide)	Lead Enforcement Agency
On street begging	No Person (s) within the Exclusion Zone will be permitted to beg at any time. The act of begging is deemed as either approaching people for money, or being stationary and directly asking for money, or positioned on the floor to invite the offer of money or goods.	Thames Valley Police
Street Drinking	No person shall refuse to stop drinking, or refuse to hand over any containers (sealed or unsealed), which are believed to contain alcohol when required to do so by an authorised officer to prevent nuisance or disorder. Exemptions shall apply in cases where for the avoidance of doubt the consumption of alcohol is on premises or a public space licensed under the Licensing Act 2003.	Thames Valley Police
Dog Fouling	<i>In circumstance where a dog owner must pick up and remove their dog(s) faeces:</i> If a dog defecates at any time on land in the Reading Borough and the person who is in charge of the dog at the time fails to remove the faeces from the land forthwith, that person shall be guilty of an offence unless:	Reading Borough Council – Public Protection

i) That person has a reasonable excuse for failing to do so; or

ii) The owner/occupier or other person or authority having control of the Public Place has consented (generally or specifically) to that person failing to do so; or

iii) That person is subject to the exemptions listed below.

For the purposes of this Article being unaware of the defecation (whether by reason of not being in the vicinity or otherwise) or not having an Appropriate Means to for removing the faeces, shall not be a reasonable excuse for failing to remove the faeces.

Requirement for dog(s) owner to have appropriate means to pick up and remove dog faeces:

An appropriate means is defined as any poop scoop bag, disposal bag or other suitable container for disposal of dog faeces. By way of guidance a trouser or coat or other pocket is not such an item. Neither is a handbag, rucksack, purse or sports bag.

A person in charge of a dog on land in the Reading Borough, shall be guilty of an offence, if, at any time, that person does not comply with a direction given to them by an Authorised Officer of the Council to produce an Appropriate Means used to remove dog faeces and transport it to a bin (whether or not the dog has defecated) unless:

i) That person has a reasonable excuse for failing to do so; or

ii) The owner/occupier or other person or authority having control of the Public Place has consented (generally or specifically) to them failing to do so; or

iii) that person is subject to the exemptions listed below.

The obligation is complied with if, after a request from an Authorised Officer, the person in charge of the dog produces an Appropriate Means to pick up dog faeces.

Exemptions:

Nothing in this Order or the Schedule to this Order shall apply to a person who:

i) is registered as a blind person in a register compiled under S29 of the National Assistance Act 1948; or

ii) has a disability as defined by the Equality Act 2010 or its successor and who relies upon an accredited assistance dog trained by an accredited member of Assistance dogs

	International (ADI) or the International Guide Dog Federation (IGDF) or other Prescribed Charity.	
Dog Control	<p>In this Order "an authorised officer of the Council" means an employee of the Council who is authorised in writing by the Council for the purpose of giving directions under this Order.</p> <p>A person in charge of a dog shall be guilty of an offence if, at any time, on any land to which this Order applies, they do not comply with a direction given them by an authorised officer of the Council to put and hold the dog on a lead, unless they have a reasonable excuse for failing to do so.</p> <p>For the purposes of this article -</p> <p>(a) a person who habitually has a dog in their possession shall be taken to be in charge of the dog at any time unless at that time some other person is in charge of the dog.</p> <p>(b) an authorised officer of the Council may only give a direction under this Order to put and hold a dog on a lead if such restraint is reasonably necessary to prevent a nuisance or behaviour by the dog likely to cause annoyance or disturbance to any other person [on any land to which this order applies] or the worrying or disturbance of any animal or bird.</p>	Reading Borough Council – Public Protection
Anti-social use of e-scooters and e-bikes	<p>Riders must not use e-bikes, or e-scooters in an anti-social manner. If requested by a police officer, the rider must dismount.</p> <p>It is illegal to ride any e-scooter, or an e-bike which exceeds 250 watts or which has been built or adapted to not require pedal assist, in a public place - perpetrators will face police enforcement.</p>	Thames Valley Police

Area of Coverage and length of Order

- 3.4. It is proposed that these conditions are set out in one PSPO that will cover the whole Borough. Whilst on street begging and street drinking occur most frequently in the Town Centre, there are issues in other areas of the town and when targeted action has been taken in the Town Centre to deal with both begging and street drinking, there has been evidence that the issues have displaced into neighbourhoods, further impacting issues that already existed. The anti-social use of e-scooters and e-bikes are boroughwide issues, and dog control and dog fouling impact parks and open spaces across the town.
- 3.5. It is proposed that this Order will be for the maximum period of 3 years, although it should be noted that it can be varied or extended, following public consultation, during the time the Order is in place.

The Rationale for each proposed condition.

On Street Begging Restriction.

- 3.6. Reading is continuing to experience a persistent level of street begging, with a very small cohort of individuals aggressively begging, approaching members of the public to ask for money, and targeting vulnerable individuals to coerce them into giving them money at cashpoints, rather than sitting and passively begging. This behaviour can be aggressive and intimidating and has also led to a growing number of businesses reporting the negative impact that this type of begging is having on their businesses. Often the visible impact of street begging can contribute to a lack of perceived safety in busy areas and a misconception that individuals witnessed begging are homeless and rough sleeping.
- 3.7. On Street Begging has been highlighted by the public in the annual Community Safety Survey as a primary concern in relation to feelings of safety and perceptions of crime, most often in the Town Centre. The data set out in Appendix B shows that 78% of begging occurs in the Town Centre, however, it does occur in neighbourhoods across Reading, and even more so when targeted action is taken to address it in the Town Centre.
- 3.8. The CSP's approach to tackling Begging is threefold, concentrating on awareness raising with the Public through its Alternative Begging Campaign, Tap for Reading; working with the Big Issue to bring Reading Based Vendors back into the town as an alternative to begging; and for those who continue to beg, who are in accommodation and are not engaging with the support offered, enforcement action will be used to deal with their begging behaviour, with the PSPO being a tool to support this.

Street Drinking Restriction.

- 3.9. Like Begging, problematic street drinking is prevalent across the town. Although the sale and consumption of alcohol is not illegal, the imposition of a PSPO would allow for the associated anti-social behaviours to be addressed. This issue above all others was raised by residents as a primary concern in the 2024 Annual Community Safety Survey. Thames Valley Police has indicated a PSPO would enable them to enforce matters such as street drinking, which at present they are currently unable to do.
- 3.10. The ability to seize alcohol or instruct that it is disposed of was a hugely significant tool for Thames Valley Police and was used considerably when the last PSPO was in place. It gave Thames Valley Police the ability to manage ASB and disorder in public places to a much better extent than at present.
- 3.11. Thames Valley Police's Neighbourhood Inspector for Reading has advised that open containers of alcohol can contribute to an overall sense of disorder. Restricting alcohol in public areas will help maintain a more orderly environment and reduces the likelihood of crime or ASB. Furthermore, it is his experience that the presence of alcohol in public places can be associated with other criminal activities, like drug dealing, vandalism, or loitering. An example offered by Thames Valley Police is an encounter with a group of street drinkers who were loitering in a group of seven or eight. Members of the public were observed to be actively crossing the road to avoid walking passed the group. The group were joined by another person who was immediately identified over the Town Safe Radio system as having just committed a shoplifting offence. Four of the group were prolific beggars within the town centre. When the group was challenged as to why they were behaving in such a manner, their collective response was 'the worst thing you did, was get rid of the rule that we wouldn't drink in the street if was still not allowed and wouldn't be out here'.
- 3.12. Data provided in Appendix B sets out the number of offences for the period June 2024 to January 2025 that Thames Valley Police believe could have been prevented with a PSPO in place with a prohibition enabling officers to seize alcohol.

- 3.13. As with the previous PSPO, this restriction is not a ban on drinking alcohol in a public place. The restriction will provide the police with the means to deal with those individuals who are causing nuisance or disorder whilst consuming alcohol in a public place.

Dog Fouling Restriction

- 3.14. As set out in the Committee Reports for the previous PSPO, Dog Fouling is no longer covered by a designated Dog Control Order as these were superseded by the PSPO. The Council's Public Protection Service has advised that without a PSPO Council Officers are unable to enforce against dog fouling. Their learning from the previous PSPO concluded that having a PSPO which includes a condition for Dog Fouling acts as a deterrent to those who continue to fail to clear up dog mess, as well as providing the means to enforce against it. This is particularly relevant in shared community spaces, such as parks, sports fields and community areas.
- 3.15. The data in Appendix B sets out the level of reports received by the Public Protection Service and the demand it generates. It is proposed that conditions used in the previous PSPO are also used in a future PSPO, with an additional condition to assist which would require dog owners to carry means with which to pick up dog faeces. The benefit of adding this requirement is to make it more possible to enforce against dog owners who have no intention of picking up after their dog, as it is very difficult to catch people in the act of failing to pick up. Adding this extra measure would also allow the Animal Warden to start a conversation with residents regarding the importance of carrying bags used to dispose dog mess. The public health benefits of this should be considered, as the intent of this proposal is to ensure that public spaces are kept clean and pleasant for everyone, and it minimises the risks for those using public spaces encountering harmful bacteria and parasites. Proper disposal helps to also prevent contamination of soil and waterways, with the proposed conditions encouraging the promotion of responsible pet ownership and fostering a sense of community in which shared spaces are made enjoyable for all.

Dog Control Restriction

- 3.16. There are 20 parks, and many more informal open spaces across Reading where dogs are exercised. All these spaces are used not just by dog walkers but by other residents for recreational uses. Many of Reading's parks have sports pitches, such as football, where out of control dogs can cause significant public concern and reduce the quality of these spaces.
- 3.17. The previous PSPO contained a condition, which we propose to reinstate, requiring dog owners to put their dog on a lead when directed to by an authorised officer. This is to allow the Animal Warden to manage a situation which they may come across during patrols whereby a dog is causing a nuisance to the public, and need to request for it to be put on a lead to avoid the situation escalating, e.g. a dog-on-dog attack, a dog at risk of straying, dogs frightening members of the public or causing injury to the public.
- 3.18. The Council's Animal Warden service carries out campaigns in local parks throughout the summer months to discourage dog fouling and to promote responsible dog ownership, however the presence of a legal means to enforce against dog fouling is essential to back up the public awareness campaigning to act as a deterrent.

Anti-social use of E-Scooters and E-Bikes.

- 3.19. Reading Borough Council is committed to developing sustainable transport options that include the use of mechanically propelled vehicles such as e-bikes. Residents have, however, highlighted their concerns about ASB and nuisance associated with the use of e-bikes and e-scooters, in particular illegally modified e-bikes travelling at speed and e-scooters perceived to be involved in the commission of drug offences (dealing) in their response to the 2024 Community Safety Survey. This has continued to be a theme raised at recent meetings of Safer Neighbourhood Forums. Illegally modified e-bikes

have been observed travelling at speeds, in excess of 30 to 40 miles per hour, causing significant alarm, harassment and distress for pedestrians and road users. E-scooters have become a feature of everyday life, with seemingly limited public awareness that use of these devices are only allowed on private land.

- 3.20. Thames Valley Police regularly receive complaints from members of the public around anti-social behaviour and the misuse of these vehicles, due to riders driving carelessly and at excessive speeds and the Council is receiving more enquiries about the issue as well. Complaints about standard bicycles involvement in ASB are extremely low. Thames Valley Police are keen to emphasise that bicycles are legally distinct from other mechanically propelled electrical devices and the legal definition of a bicycle, and a pedal assisted bicycle are not the same as e-bikes and e-scooters, meaning the inclusion of bicycles in a PSPO would render it impossible to enforce.
- 3.21. The proposed e-scooter element of the PSPO condition, in part anticipates that the vehicles will be legalised at some point in the future making it legal for them to be used on both private and public land providing some form of insurance/tax/licensing options are considered. Thames Valley Police would seek to future proof the PSPO by pre-empting this change.
- 3.22. There remain many forms of e-bikes which are already legal to use on public land, which RBC encourages, as being amongst sustainable transport options as consistent with the Reading Transport Strategy (2040). However, the antisocial use of mechanically propelled bikes and scooters remains a significant concern for Thames Valley Police, when often ridden at speeds that exceed speed limits due to modifications. Thames Valley Police's current powers of seizure are limited to only those modified electric bikes and e-scooters which are currently illegal to use on the highway or any other place, other than private land. Without a PSPO Thames Valley Police have very limited powers to enforce the antisocial use of mechanically-propelled bikes and scooters in the public realm.
- 3.23. Illegally modified or anti-social use of e-bikes and e-scooters remain the most complained about issue across the borough to Thames Valley Police, especially within the town centre footprint – complaints are received from the public directly, via the office of the MP and directly to the Chief Constable's office. This has been the case for over a year and enforcement of their antisocial use is monitored weekly by the Thames Valley Police Senior Leadership teams, reporting into the Chief Constable. The proposed condition in the PSPO would provide Thames Valley Police with more enforcement options for both the anti-social use of the legal vehicles as well as future proofing their enforcement ability should the legislation change. It is important to note the PSPO gives the Police powers that will add to their toolkit in tackling issues that are reported to them or observed by officers in neighbourhoods. Thames Valley Police will prioritise the use of these powers in circumstances where communities report ongoing concerns, or individuals are observed to repeatedly transgress. There is no intention to use powers for relatively minor transgressions, that at best may result in advice being given at the scene.

Enforcement of the PSPO

- 3.24. The proposed PSPO should be seen as an additional tool to address the issues identified. Its intent is to be used as a preventative measure, providing enforcing Officers the ability to request that the behaviour is stopped before a breach occurs.
- 3.25. The responsible authority for enforcing each proposed condition is set out in the table in 3.3.
- 3.26. There are no new resources to enforce any proposed PSPO, so policing activity and Council activity will continue to be prioritised based on information and intelligence.
- 3.27. Officers will take a measured approach to enforcing the Order and will only enforce it as a last resort, focussing on engaging, explaining and encouraging those at risk of breaching the Order through education and warnings.

- 3.28. Failure to comply with the PSPO is a criminal offence and carries a maximum fine of £1000 if convicted. However, in most cases, where it is deemed necessary to take enforcement action, the breaches would be dealt with by a Fixed Penalty Notice.
- 3.29. If action is taken, agencies will continue to ensure that support is provided to those who need it.
- 3.30. A Partnership Enforcement Protocol will be introduced to ensure a consistent approach to the use of the Order.
- 3.31. Signage and a PSPO Fact Sheet will be produced if the Order is approved following the public consultation, so that members of the public are aware of the Order.

Monitoring and Data Collection and measuring success

- 3.32. The use of the PSPO will be monitored through the CSP's Borough Problem Solving Group, which will report updates into the CSP Performance Group. An annual report will be presented to the CSP Executive Group on its impact.
- 3.33. A data collection process will be put in place and held by the Council's Safer Public Realm Team on TVP led data. The Council's Public Protection Service will collect data relating to the proposed Dog Fouling and Dog Control conditions.
- 3.34. The effectiveness of the PSPO should not solely be judged on the number of enforcements, as its benefits are broader, and the preventative effect of the controls should be noted. Officers using the PSPO to intervene at an early stage by asking individuals in the first instance to desist engaging in the restricted behaviours is a good way to prevent unreasonable behaviour escalating and this information will also be captured.

Thames Valley Police Perspective

- 3.35. Thames Valley Police are keen to see a new PSPO introduced in Reading and have been working with the Community Partnerships Service to review the previous experience using a PSPO to inform how a PSPO would be enforced in the future. The local Police team has been keen to build on the successful use of the power elsewhere in Thames Valley and collectively, the local police team and Council Officers have a shared view that a new PSPO could bring significant benefits to the partnership approach to dealing with the issues identified in this report, alongside the other tools and powers that are being used.
- 3.36. Thames Valley Police has also indicated that this power is useful in terms of saving time and resources, particularly where the only option may be arrest, which on average can result in 8 hours of officer time being taken up by 2 Police Officers taking an offender to custody.

Other Options Considered

- 3.37. The other option considered is to not proceed with a PSPO at all. This option is not recommended as it would show that consideration of the request from the Police, evidence gathered, and the concerns raised by the public through the Community Safety Survey and through community engagement activity have been disregarded.
- 3.38. On this basis, the Committee is asked to approve the proposal to carry out a public consultation on the conditions set out above.

4. Contribution to Strategic Aims

- 4.1. The Council Plan has established five priorities for the years 2025/28. These priorities are:
 - Promote more equal communities in Reading
 - Secure Reading's economic and cultural success
 - Deliver a sustainable and healthy environment and reduce our carbon footprint

- Safeguard and support the health and wellbeing of Reading’s adults and children
 - Ensure Reading Borough Council is fit for the future
- 4.2. In delivering these priorities, we will be guided by the following set of principles:
- Putting residents first
 - Building on strong foundations
 - Recognising, respecting, and nurturing all our diverse communities
 - Involving, collaborating, and empowering residents
 - Being proudly ambitious for Reading
- 4.3. Full details of the Council Plan and the projects which will deliver these priorities are published on the Council’s website - [Council plan - Reading Borough Council](#). These priorities and the Council Plan demonstrate how the Council meets its legal obligation to be efficient, effective and economical.
- 4.4. Reading Borough Council’s Council Plan for 2025 – 2028 reaffirms its commitment to tackling crime and disorder, with its priority ‘Promote more equal communities in Reading’ setting out that the Council will ‘Reduce crime and antisocial behaviour, working with Thames Valley Police and other partners’. The strategic delivery of this partnership work sits within Reading’s CSP, of which Reading Borough Council is a key delivery partner. The introduction of a PSPO, restricting the behaviours identified will contribute to residents feeling safer, businesses feeling less impacted by Anti-Social Behaviour and public spaces looking cleaner and more welcoming.
- 4.5. The focus on restricting street drinking also supports the priority to Safeguard and support the health and wellbeing of Reading’s adults and children. Whilst this proposal is intended to enhance the range of powers available to the Police to respond to street drinking, the approach that will be taken will also provide officers the means to engage more meaningfully with individuals who are street drinking regularly. Primarily by signposting them to the support available for those who excessively consume alcohol, therefore also working more proactively to reduce the harm of excessive alcohol consumption.

5. Environmental and Climate Implications

- 5.1. The Council declared a Climate Emergency at its meeting on 26 February 2019 (Minute 48 refers).
- 5.2. Dog fouling is detrimental to the natural environment. Encouraging the removal of dog fouling promotes a cleaner, safer environment for all. The proposed condition relating to dog fouling would have a positive environmental impact by establishing clear regulatory offences and penalties, encouraging dog owners keep our open spaces clean and increase compliance, and contributing to cleaner neighbourhoods and environments.

6. Community Engagement

- 6.1. The Council is committed to consulting with the community as appropriate in relation to this proposal. The Statutory Guidance strongly recommends that councils engage in an open and public consultation to give the users of the public space the opportunity to comment on whether the proposed restriction or restrictions are appropriate, proportionate or needed at all.
- 6.2. The Guidance also states that the appropriate length of the consultation will depend on the circumstances of the PSPO being sought and it is important that councils ensure that the consultation is reasonable and proportionate to the issues under consideration. It is proposed that a consultation for this PSPO will take place over 6 weeks and will coincide with the final 6 weeks of this year’s annual Community Safety Survey, during which a programme of public engagement activities will already be taking place to maximise the engagement opportunities.
- 6.3. A consultation plan can be found in Appendix C.

7. Equality Implications

- 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 will be completed following the public consultation to inform the subsequent recommendation and report.

8. Other Relevant Considerations

- There are no other relevant considerations.

9. Legal Implications

- 9.1. The power to make a PSPO is contained in section 59 of the Anti-Social Behaviour Crime and Policing 2014 Act (as amended) ("the 2014 Act")
- 9.2. A local authority may only make a PSPO if it is satisfied on reasonable grounds that two conditions are met, those being:
- (1) The behaviours seeking to be addressed by a PSPO are being (or likely to be) carried on in a public place within the authority's area and have had a detrimental effect on the quality of life of this in the locality; and
- (2) The effect, or likely effect, of the activities are, or likely to be, persistent or of a continuing nature, unreasonable and such which justify restrictions imposed by a PSPO.
- 9.3. In deciding whether to make/ extend/ vary or discharge a PSPO, the Council must have particular regard to the rights of freedom of expression and freedom of assembly set out in Articles 10 and 11 of the European Convention on Human Rights.
- 9.4. Once the final PSPO measures are agreed, the PSPO will need to be published in accordance with the regulations made by the Secretary of State.
- 9.5. The Council must ensure that the powers are used in a reasonable, consistent, appropriate and proportionate manner and must comply with the consultation requirements set out in this report and as required in the 2014 Act
- 9.6. The area that the PSPO covers must be considered as part of the consultation and data collection, as the Council must be satisfied that there is a persistent nuisance in the area proposed to be covered by the PSPO that is unreasonable and is having a detrimental to the local community's quality of life.
- 9.7. If the Council pursues a new PSPO it must ensure that its scope and the process for introduction is in accordance with the powers and requirements of the 2014 Act.
- 9.8. Any challenge to the validity of, or variation to a PSPO would have to be made by an interested person by way of an application to the High Court. 'Interested person' means an individual who lives in the restricted area or who regularly works in or visits that area. That application must be made within six weeks of the date that the PSPO is made or varied.

10. Financial Implications

- 10.1. There are no significant direct financial implications for the Council emerging from this report. Following the completion of the consultation, should there be a recommendation

to implement a PSPO, financial implications will be set out in the future report to this Committee.

It is important to note that costs identified for the previous PSPO were direct costs for signage which is required to publicise the Order in line with the requirements set out by the Secretary of State. It is anticipated that these costs will be no higher than £7,000. A funding bid will be submitted to the Office of the Police and Crime Commissioner to fund the signage through the Partnership Fund allocated to Reading.

11. Timetable for Implementation

- 11.1. Give an indication here of when Councillors can expect to see changes and how the project will be managed to implementation. If this is not relevant state: Not applicable.

Task	Date
Consultation starts	21 st July 2025
Consultation Ends	5 th September 2025
Analyse Consultation feedback	By 30 th September 2025
Review feedback with Thames Valley Police	By 31 st October 2025
Report to HNL	12 th November 2025

12. Background Papers

- 12.1. There are none.

Appendices –

1. Requirements for a PSPO
2. Supporting Evidence
3. Consultation Plan

Appendix A – requirements for a PSPO: (summarised from the Home Office Guidance *Anti-social behaviour powers – Statutory guidance for frontline professionals*)

The Council may make a Public Spaces Protection Order where it is satisfied on reasonable grounds that activities carried on in a public place have had a detrimental effect on the quality of life of those in the locality, or that it is likely that activities will be carried on in a public place and that they will have a detrimental effect. In addition, the Council must be satisfied that the effect of the activities is persistent or continuing, that the activities are unreasonable, and that the effect justifies the restrictions imposed by the notice. The order may prohibit specified things being done, and/or require specified things to be done by persons carrying on specified activities in a specified area and may also include prescribed exemptions.

The PSPO can last for up to three years, after which it must be reviewed. If the review supports an extension and other requirements are satisfied, it may be extended for up to a further three years. There is no limit on the number of times an Order may be reviewed and renewed.

As a minimum, each PSPO must set out:

- what the detrimental activities are
- what is being prohibited and/or required, including any exemptions
- the area covered
- the consequences for breach
- the period for which it has effect.

Appendix B – Supporting Evidence.

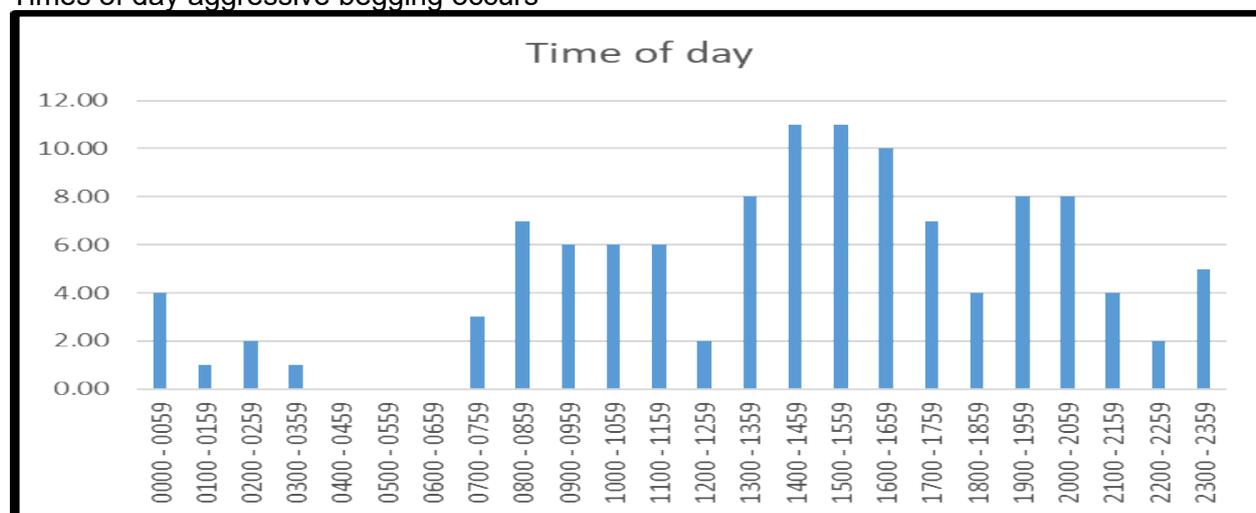
Aggressive Begging:

The data below covers a 6-month period from 1st June 2024 to 1st December 2024 – it should be noted that aggressive begging is often under-reported. Data Source: Thames Valley Police.

Primary Recorded Locations

Police Neighbourhood	No. reports
ABBEY / BATTLE	91
COLEY / KATESGROVE	7
REDLANDS / PARK	6
SOUTHCOTE / NORCOT	4
WHITLEY / CHURCH	2
KENTWOOD / TILEHURST	2
MAPLEDURHAM / THAMES	2
PEPPARD / CAVERSHAM	2
Total	116

Times of day aggressive begging occurs



Offences or behaviour associated with aggressive begging

Occurrence type	No. reports
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Anti-social Behaviour (ASB) - Community	23
Anti-social Behaviour (resulting in Community Protection Notice/Warning)	13
Suspicious - Person	12
Public Order	8
Theft	6
Assault with Injury	6
ASB - Breach of a Community Protection Notice	5
Adult Protection	4
Robbery	4
Risk Management Occurrence	4
Assault Without Injury	4
Concern For Safety / Collapse / Injury / Illness / Trapped	4
Criminal Damage	3
Harassment	2
ASB - Personal	2
Mental Health	2

Street Drinking:

There was a total of 149 offences across all wards, between June 2024 and January 2025, with particular attention applied to the Abbey and Battle wards, inclusive of the Town Centre. Data Source: Thames Valley Police

EA ABBEY / BATTLE	78
Assault with Injury	20
Assault Without Injury	19
Public Order	11
Criminal Damage	6
Rape	3
Sexual Assault	3
Robbery	2
Malicious Communications	2
Domestic Incident	2
Drug Offences	2
Theft From Vehicle	1
Sexual Activity	1
Homicide	1
Other - Any Indictable Or TEW Offence Not Separately Classified	1
Drink / Drug Drive	1
Concern For Safety / Collapse / Injury / Illness / Trapped	1

Assault Police / Other Emergency Worker	1
Harassment	1
EA REDLANDS / PARK	20
Assault Police / Other Emergency Worker	5
Public Order	3
Assault with Injury	3
Assault Without Injury	2
Theft From Vehicle	2
Theft	1
Burglary Business / Community	1
Harassment	1
Nuisance Messages	1
Domestic Incident	1
EA SOUTHCOTE / NORCOT	15
Assault Without Injury	5
Domestic Incident	3
Public Order	2
Assault with Injury	1
Sexual Assault	1
Theft From Vehicle	1
Assault Police / Other Emergency Worker	1
Criminal Damage	1
EA KENTWOOD / TILEHURST	11
Shoplifting	4
Assault Without Injury	3
Public Order	2
Assault with Injury	1
Criminal Damage	1
EA WHITLEY / CHURCH	10
Public Order	4
Criminal Damage	2
Harassment	2
Z - Out of force investigation	1
Domestic Incident	1
EA COLEY / KATESGROVE	8
Criminal Damage	2
Malicious Communications	1
Assault Without Injury	1
Public Order	1
Theft From Vehicle	1
Assault with Injury	1
Drunk and Disorderly PND - CRI	1
EA PEPPARD / CAVERSHAM	6
Assault Without Injury	3
Assault with Injury	1
Public Order	1
Harassment	1
EA MAPLEDURHAM / THAMES	1
Assault Police / Other Emergency Worker	1

Dog Fouling:

The Council receives many complaints about dog fouling every year, this is illustrated by the data below showing reports directly to the Animal Warden and via the Love Cleaning Reading Application. These reports are likely to only represent a fraction of the amount of fouling noticed by members of the public. Data Source – RBC's Public Protection Service.

2019 – 140 reports.

2020 – 44 reports (believed to be reduced number due to covid pandemic).

2021 – 78 reports (believed to be impacted by the covid pandemic)

2022 – 106 reports.

2023 – 117 reports.

In addition to these reports, the Animal Warden Service receives many Councillor enquires regarding dogs, 90% of which are related to dog fouling. This indicates a high level of community concern regarding fouling. Dog fouling of public spaces including pavements and parks is not only unpleasant but can be hazardous to health.

Anti-social use of E-scooters and E-bikes

Due to the way in which incidents are reported to Thames Valley Police, the specific data regarding this issue is difficult to report, however, Thames Valley Police has advised that E-bikes and e-scooters remain the most commonly complained about issue across the borough, especially within the town centre footprint. They report that they have received complaints received from the public directly, via the office of the MP and directly to the Chief Constable's office over the last 12 months and enforcement of their antisocial use is monitored weekly by the Chief Constable.

The 2024 Community Safety Survey results highlighted the anti-social use of electric bikes and scooters, often linked to drug distribution as a significant problem, with many respondents calling for stricter enforcement and regulation.

Appendix C – Consultation Plan.

The consultation period required for any new orders would be for a minimum of four weeks and would be carried out online.

It is proposed that the Council would look to also specifically engage with key stakeholders in Reading inclusive of:

- Drug and alcohol support services
- Homelessness support charities
- Stakeholder groups involved with cycling
- Young Voices
- Safer Neighbourhood Forums
- The Reading Business Improvement District
- Reading Voluntary Action Members
- Reading Students Union
- Thames Valley Alert

The consultation will also be promoted via Reading Community Safety Partnership communication channels and social media, as well as the press and media in Berkshire.

It is envisaged that a consultation would begin in early August 2025 for completion in September 2025.

Public Space Protection Order Consultation Action Plan

Activity	Date	Responsible Officer
Approval to consult from Housing Neighbourhoods and Leisure (HNL) Committee	09/07/2025	Jason Murphy/ Jo Middlemass
Confirmation of decision taken to CSP	17/07/2025	Jo Middlemass
Finalise questions for Consultation	July 2025	Jo Middlemass
Consultation documents and online survey available on RBC website	July/Aug 2025	Tiarnah Ashby
Press Release	July 2025	John Phillips
Message of the day to staff	Aug 2025	RBC Internal Comms
Promote consultation via Thames Valley Alert	Aug 2025	Jo Middlemass
Promote consultation via council and partner social media outlets	Aug 2025	Jo Middlemass

Send out link to consultation to internal teams and external partners	July 2025	Tiarnah Ashby
Make paper copies of survey available to stakeholder groups on request	Aug 2025	Tiarnah Ashby
Consultation ends	August 2025	
Responses evaluated	Sept 2025	Jo Middlemass/TVP LCU

Housing, Neighbourhoods and Leisure Committee

09 July 2025



Reading

Borough Council

Working better with you

Title	Annual Report (Executive Summary) – Reading Community Safety Partnership
Purpose of the report	To note the report for information
Report status	Public report
Executive Director/ Statutory Officer Commissioning Report	Melissa Wise – Executive Director Communities & Adult Social Care
Report author	Jason Murphy
Lead Councillor	Councillor Karen Rowland – Lead Member for Environmental Services & Community Safety
Council priority	Safeguard & support the health & wellbeing of Reading's adults & children
Recommendations	<ol style="list-style-type: none"> 1. That the committee notes the update on the activities and impact of the Reading Community Safety Partnership (April 2023 to March 2025). 2. That the committee notes the performance of the Reading Community Safety Partnership in reducing crime (April 2023 and March 2025).

1. Executive Summary

- 1.1. Section 6 of the Crime and Disorder Act 1998 Act requires the responsible authorities (commonly referred to collectively as a Community Safety Partnership (CSP) in a local government area to work together in formulating and implementing strategies to tackle local crime and disorder in the area.
- 1.2. This report provides an overview of the work of Reading's CSP to deliver outcomes to address priorities identified in Reading's Community Safety and Serious Violence Strategy 2023-2026, by updating on activity associated with the work of the partnership. Whilst it is acknowledged that this is intended to be an annual report, it is the first of its kind that has been produced by the CSP, and considerable work has been undertaken over the last 2 years to tackle the CSP's Strategic Priorities.
- 1.3. There are several key highlights that include:
 - An increased in the number of residents who tell us they feel safe,
 - Expanded provision and service offers to the public
 - Increased involvement of the public, including children, in local meetings and problem solving
 - High impact community events linked to crime reduction.

2. Policy Context

- 2.1. Reading's Community Safety Partnership published its Community Safety and Serious Violence Strategy 2023 – 2026 following the endorsement of this Committee in January 2023. This strategy fulfils the CSP's responsibilities formulate and implement strategies to tackle crime and disorder and serious violence in local areas. The strategic priorities that the CSP has been working to are:
- Reduce crime in the top crime-generating neighbourhoods.
 - Improve the way the Community Safety Partnership works with communities to tackle anti-social behaviour and hate crime
 - Reduce community-based drug related activity.
 - Reduce knife violence, including the carrying of blades and their use in crime.
 - Tackle organised crime gangs transporting illegal drugs across Reading's borders, also known as 'county lines' offending.
 - Improve safety for women in public places and reduce sexually focused crimes and anti-social behaviour.
- 2.2. Alongside this strategy, Reading's Domestic Abuse and Safe Accommodation Strategy 2023 – 2026 was published. Whilst the Domestic Abuse Strategy is overseen by Reading's Domestic Abuse Partnership Board, the governance for the Board and strategy sits with the CSP, therefore, key delivery updates on the work of the Domestic Abuse Partnership Board are provided in this report. The strategic priorities for this strategy are:
- Effectively commission refuge and other safe accommodation spaces.
 - Raising awareness about Domestic Abuse
 - Engagement with Diverse Communities
 - Developing and supporting a multi-agency approach to working with an array of groups inclusive of victim survivors and perpetrators.
 - Continuing to safeguard and advocate for children and young people who have experienced or witnessed Domestic Abuse.
- 2.3. As well as the statutory duties to prepare and publish these strategies, under the Police and Justice Act 2006, Councils are required to allocate the scrutiny of Community Safety Partnerships to one of their committees so as to provide public scrutiny of the CSP. This Committee is Reading's designated Committee to provide this scrutiny.
- 2.4. Until now, a formal approach to reporting CSP related activity has not been in place, however, at its Executive Group meeting in April 2025, Reading's CSP agreed a new reporting timetable, which set out the CSP's commitment to publish a public facing annual report each June, with the aim to publicise its performance and activity for the previous financial year and to provide an overview of the annual report to this committee each year at its summer meeting.
- 2.5. This formalised timetable ensures that this Committee will routinely receive an update from the CSP as well as supporting the CSP in its endeavours to raise its profile with the public by sharing information about what the CSP has done to address crime and disorder and serious violence in the town.

3. The Proposal

- 3.1 Reading's CSP has made a number of important improvements since the launch of the current strategy in 2023, including changing the frequency of the Community Safety Survey from bi-annual to annual to improve how we capture feedback from residents, introducing a data dashboard to improve the CSP's understanding of its performance,

improving awareness of issues relating to crime and disorder through awareness campaigns and events and improving engagement with a wider audience including young people and businesses. The CSP has also begun shifting its focus to a 'You Said, We Did' approach, recognising that the more the public see activity taking place in response to crime, the more confidence there will be that crime is falling, that there will be a response if a problem is reported and that services take seriously the concerns that public have.

- 3.2 Data, both quantitative and qualitative has been a significant focus for the CSP since 2023. The introduction of the CSP's Performance Dashboard has provided the CSP Executive Group with an improved approach to understanding its performance. Whilst the Dashboard evolves, it is mainly based on crime data at this stage, however, it provides a clear picture of crime trends and crime levels, with the following data showing Reading's crime performance. The Reading Community Safety Partnership is shifting its focus to a 'You Said, We Did' approach, recognising that the more the public see activity taking place in response to crime, the more confidence there will be that crime is falling, that there will be a response if a problem is reported and that services take seriously the concerns that public have
- Over five years there has been a 10.82% increase in crime, however, crime started to fall steadily in 2022.
 - A reduction in overall crime – down 1.58% in 2023, and 6.05% in 2024.
 - Reading performs better than its statistical neighbours, ranking the 4th lowest rate of offences out of 14 comparable Community Safety Partnerships.
 - The total volume of crime in Reading (17,517 offences) is lower than in 2023 when it was 18,724 offences. Single crime case data have been aggregated for Reading and rates are calculated per 1,000 population.
- 3.3 In 2024/25, the highest category of offence types are violence and sexual offences, at a rate of 6,686 offences per 1,000 (38.1%), followed by shoplifting at 2655 (15.15%). Please note offence data shifts all the time as old offences come to light or longstanding investigations are completed.
- 3.4 The rate of crime per 1,000 population has been falling, meaning that
- in 2023 there were 122 offences per 1,000,
 - in 2024 there were 116 offences per 1,000,
 - In 2019, pre-covid this rate was 98.
- 3.5 Rates of crime have been relatively steady since March 2023, matching a pattern in the South-East of England, with peaks by volume of crimes largely attributed to shoplifting. Shoplifting data has been increasing consistently since June 2022 when it accounted for 8.5 offences per 1,000. By April 2025 this rate had increased to 16.4 offences per 1000.
- 3.6 Data in March 2025 is tracking an upward trend in crime, which is too early to assess if this is a trend or a quirk in the data. However, this increase was also experienced across the whole of the South-East so is not an experience unique to Reading.
- In Reading the rate of increase was 25.67% (from 7.4 offences per 1000 to 9.3)
 - In the South-East the rate of increase was 14.54% (from 5.5 offences per 1000 to 6.3)
- 3.7 When comparing total crime with other CSPs in England, Reading's performance is improving. Of a total of 315 CSPs in England, the worst performing CSP would be expressed as 1st and the best performing 315th.

Reading improved by 13 places in 2024:

- 221st in 2023
- 209th in 2024.

3.8 An updated Serious Violence Strategic Needs Assessment was completed in September 2024 and indicates that serious violence (inclusive of Domestic Abuse) is, despite the high volume of violence and sexual offences, nevertheless, falling in Reading. Violence can be understood as a spectrum of risk from common assaults through to serious violence offences such as GBH, use of a weapon or homicide.

3.9 The headline findings are:

- There has been a downward trend in reported serious violence, inclusive of domestic abuse, which continues into 2025.
 - In March 2023 the rate was 45.5 offences per 1000
 - In March 2024 the rate was 41.3 offences per 1000
- Serious Violence involving a knife has fallen in absolute numbers from 2022 to 2023, but in 2024 there appeared to be a much larger proportion of Serious Violence offences involving the carrying of a knife (32%) than in any year since 2019.
- There is a strong correlation between age and serious violence, with males aged 15 to 17 and 18 to 21, much more likely to be involved.
- The effect of the night-time economy can be seen but not only on Friday and Saturday nights, but also Sunday with a clear concentration between 21:00 and 23:00.

3.10. Whilst crime data is important, understanding how residents feel about crime and safety is just as important. The CSP has relied on a Community Safety Survey to gauge this as it allows the CSP to better understand public perceptions of crime and safety, which in turn can help local partnership organisations to deliver better services to residents. Reading's Community Safety survey was refreshed in 2023 and became an annual survey. The 2024 survey was completed by 957 residents (up from 606 in 2023) and tells us that when asked 'Do you think Reading is a safe place?':

- In 2024 50.1% of respondents felt safe in Reading,
- In 2023 44.8% of respondents felt safe in Reading.

This is a 5.2% improvement over 12 months.

3.11. However, when asked if crime has increased in their neighbourhood residents reported

- In 2023 46.53% of residents reported an increase,
- In 2024 50.0% of residents reported an increase.

This a 3.47% increase, highlighting that feelings of safety do not necessarily align with perceptions or experience of crime.

Similarly, resident's perceptions of anti-social behaviour in the last 12 months increased by 4.27%.

- In 2023 53.65% of residents reported an increase,
- In 2024 57.9% of residents reported an increase.

3.12. Residents who responded to the Annual Community Safety Survey tell us that Hate crime is perceived to have increased by 1.04%, but that hate linked verbal abuse increased dramatically by 48.8%. Respondents in 2024 emphasised their increased concerns about race and religious based hate crime.

- 3.13. Alongside the Data Dashboard, the CSP has developed a performance framework (Appendix 1), that is monitored quarterly, to understand the impact its actions will have on reducing crime and disorder. The current understanding is that shoplifting by volume accounts for the greatest volume increase in crime, in part due to proactive Policing to arrest and convict prolific offenders in Reading.
- 3.14. Whilst ensuring the data supports what the CSP needs in terms of understanding performance and trends, delivery against the strategic priorities has been a focus over the last two years and the CSP has undertaken several key projects, campaigns and events since the implementation of the strategy. Whilst some activities have only required in-kind support, the CSP has been more proactive in how it applies for funding, such as government led initiatives like Safer Streets, and how it utilises funding from the Partnership Fund, made available by the Police and Crime Commissioner. As a result of this proactive approach, the CSP has been able to deliver activity that, under the challenging economic situation faced by the statutory partners of the CSP, it would not have been able to achieve.
- 3.15. The delivery of this activity has been agile and whilst the CSP Executive Group has had an overarching view of the activity undertaken, the old method of delivery groups has not always been the method of applied, with the CSP seeking more of a task and finish approach, an approach that has also been adopted by Reading’s Domestic Abuse Partnership Board
- 3.16. As a result. the following activity has been undertaken against the CSP’s priorities between April 2023 and March 2025.

Priority	Activity
Reduce crime in the top crime-generating neighbourhoods	<ul style="list-style-type: none"> • Thames Valley Police began to use of Anti-social Behaviour and Serious Violence hotspot data has enabled targeted patrols to focus on areas of greatest risk. • Using Safer Streets Funding, 9 additional CCTV Cameras and streetlights were installed in Reading Town Centre. • 6 officers from the partnership completed Crime Prevention Training, with 4 officers from the Council’s Safer Public Realm Team completing crime prevention qualifications, which was funded using Safer Streets funding. This means that officers can confidently provide crime prevention advice to residents and use their skills when problem solving area based ASB and crime. • Reading Borough Council and Reading Business Improvement District launched the ‘Tap for Reading’ Scheme in early 2025, providing the public with an alternative means of giving to the homeless. Our 4 charity partners, St Mungos, Launchpad, YMCA and The Salvation Army, will each receive an equal cut of the donations every 3 months to better able support those at risk and in need of support. The campaign is supported by vibrant and visual branding that will be located across the town centre, as well as installed ‘Tap for Reading’ donation terminals in several venues where the public can donate using their card, with the option to also donate online. At the time of this report being written, a total of £2,133.76 has been donated both online and through the Tap Readers, with the amount being split between the 4 charity partners, that being at the beginning of May 2025.

	<ul style="list-style-type: none"> • Additionally, enforcement measures have been taken in collaboration with Thames Valley Police to issue Community Protection Warnings (s.43, Anti-social Behaviour, Policing and Crime Act 2014), seek arrests and ultimately work towards prohibitions that address aggressive begging. • Reading is seen as a trailblazer in its partnerships efforts to tackle shoplifting, working with Reading Businesses Against Crime, the Business Improvement District and Reading Town Safe to coordinate targeted enforcement work to arrest and convict the most prolific shoplifters. During August 2024 the impact of the approach was to ensure that 18 of 19 most prolific offenders were imprisoned. • A CCTV Operations group was set up ensure the most effective use of CCTV and to oversee and approve the deployment of mobile CCTV in anti-social behaviour and crime hotspots across the Borough.
<p>Improve the way the Community Safety Partnership works with communities to tackle anti-social behaviour and hate crime.</p>	<ul style="list-style-type: none"> • ACRE, working with Thames Valley Police, have led a well-established 'Hate Crime Forum' twice yearly, supported by activity to audit and derive learning from real world experiences of hate crime, that services can learn from. • Reviewed and refreshed Reading's Safer Neighbourhood Forum offer to ensure all areas of Reading have access to a local Forum, including new forums in the Town Centre and South Reading. • A review was undertaken of the CSP's ASB Case Review process to ensure it is more victim focussed and is now promoted widely by the Council's ASB Team. • Reading Borough Council has introduced "Drop-ins" in 4 locations across the Town to complement the Police-led Have Your Say. • The CSP has taken a more proactive approach support national campaigns including ASB Awareness Week and Hate Crime Awareness Week • In summer 2024 our first Young Voices Survey about crime was organised by No5, Starting Point and Reading Football Club Trust. A total of 210 children and young people took part who, highlighted that racism and homophobia were of most concern to them. • From the 25th of November to the 29th of November 2024, the University of Reading and Reading Students' Union ran a 'Speak Week' campaign to hear from students about what made them feel unsafe in Reading. Collectively, over 400 students were spoke to who raised almost 100 different issues around personal safety. • Alongside the Speak Week campaign, the Students' Union has been collaborating with Neighbourhood Watch to set up a Youth Community Action Group.
<p>Reduce community-based drug related activity.</p>	<ul style="list-style-type: none"> • Reading Borough Council's ASB Team has worked with Thames Valley Police to use ASB and tenancy related powers at properties where drug related activity has been reported.

<p>Reduce knife violence, including the carrying of blades and their use in crime.</p>	<ul style="list-style-type: none"> • Reading Borough Council was successful in joining an Area Leadership Programme (ALP), starting in October 2024, working with Sunderland, Trafford and Bradford with the Youth Endowment Fund to develop a local authority toolkit to tackle serious violence. This work has now completed and will inform future work to shape new Young Futures Prevention Partnerships. • Delivered by Youth Justice Services under an early intervention pathway, Act Now (part of the Operation Deter Youth programme) works by drastically speeding up the time that Youth Offending Services make contact with under-18s that have been arrested for weapon and violence offences to just 90 minutes after notification of arrest. • The CSP has been proactively promoting ‘Stay True to You’, a package of support developed with children and young people from across the Thames Valley. Stay True to You provides children, parents and professionals with access to materials on a range of safety topics and training to help keep children safe. • The Activities and Programme Group, incorporating representatives of agencies from sport, culture, youth work and education settings, has a primary goal is to work with young people most at risk. Membership is open to any agency who is connected to this purpose and work to a shared plan (Olly’s Work) named for Olly Stephens who was killed in a knife attack in 2021. This builds on the installation of the Armoured Heart Sculpture, development of the Young Voices Project and targeted interventions to support marginalised and at-risk children. • Young Voices successfully ran an Online Safety Summit at the Town Hall on 20th November 2024, involving key speakers from national charities and local stakeholders.
<p>Tackle organised crime gangs transporting illegal drugs across Reading’s borders, also known as ‘county lines’ offending.</p>	<ul style="list-style-type: none"> • Focus on prevention work with young people through CODE events – initially delivered in October 2023, with a programme of CODE events taking place in October 2024 at schools. A total of 8 schools and 694 year 6 and 7s reached through the schools’ events in South Reading, Southcote and Oxford Road (reaching a total of 1027 over the 4 performances). A further 3 schools and 195 year 6 and 7 students reached through 1 full day of workshops in South Reading. Each child was given a card with a QR code, which would take them to a website where they can get help and explore the topic in more detail
<p>Improve safety for women in public places and reduce sexually focused crimes and anti-social behaviour.</p>	<ul style="list-style-type: none"> • MyWay was introduced in the summer of 2023 to help students identify safer walking routes home. This features a map-style mobile phone app that can automatically send an SMS to anyone the user chooses to; to say they got home safely after a night out. The facility has been expanded in 2024/2025 and is currently being tested with students to test its efficacy and potential roll out to other members of the public. • The work of the Reading Street Pastors & First Stop on a Friday & Saturday night, who operate out of Reading Safe Space, funded by Safer Streets, since October

2023, has a huge impact on other services such as the Police & Ambulance service, alleviating the pressure already on them by offering such a good service in the town centre & at the Safe Space. As awareness of the Safe Space has grown a typical number of patients presenting on operational evenings has numbered 3 to 8. Though seemingly small in number this has a dramatic impact on the Emergency Department in reducing the flow, inclusive of the entourage that can present with a patient seeking help at the hospital.

- The safety initiative 'Ask for Angela' has widely promoted amongst nighttime venues in partnership with Reading Business Improvement District and Reading's Pubwatch. Targeted efforts were made on promoting 'Ask for Angela' to restaurants, with Reading's Business Improvement District writing out to restaurants, providing them with guidelines and posters to display in the staff room and public areas.
- All licensed venues that support 'Ask for Angela' have been given access to 'Welfare and Vulnerability Engagement (WAVE)' training. WAVE training gives staff the ability to help customers who may be in a situation that makes them vulnerable or unsafe. This ensures that staff can recognise the signs and symptoms when a customer is unsafe, know what to do (inclusive of referrals to the Safe Space) and how to respond if a customer 'Asks for Angela'.
- To ensure venues keep 'Ask for Angela' at the forefront of their support to customers, audits have been set up and undertaken by RBC Licensing Teams and Thames Valley Police with students recruited to undertake mystery shop style audits, to feedback on the quality of the experience they have when attending venues in the town centre. as to the response if a customer "Asks for Angela". The results highlight a mixed picture in terms of venue staff's awareness of 'Ask for Angela' with several venues failing test visits undertaken in 2024. As a result, tighter licensing restrictions are being considered,
- The Community Alcohol Partnership (CAP) and Licensing staff attended the Reading Student's Union Community Fayre and spoke to students about taxi/private hire awareness and safety. CAP spoke to them about low/no alcohol events, reducing harm from alcohol etc. Reading Festival also saw officers from many departments making a concerted effort to deliver a safe festival, which was largely achieved with a significant drop in reported offences in 2024.
- Thames Valley Police launched 'It Does Matter' a campaign to promote awareness of non-consensual sexual contact. A new website provides information and advice for victims to access, as well as ease of reporting on matters of concern that can be observed when out and about at venues in the night-time economy.
- Local partners from Berkshire Women's Aid, Pride and the University of Reading Students Union worked with Thames Valley Police on the launch of its new 'Consent conversations' campaign, launched with

	<p>reality TV Star, Georgia Harrison, who has herself been a victim of non-consensual sexual assault.</p>
Domestic Abuse and Safe Accommodation	<ul style="list-style-type: none"> • The CSP has increased its support for the national White Ribbon campaign over the last 2 years, with a Female Genital Mutilation conference being delivered in 2023. • That Multi-Agency Tasking and Coordination meeting (MATAC) was introduced in 2023 with the aim to reduce the number of repeat incidents and harm to victims of domestic abuse (DA). Perpetrators are encouraged to engage with core partners to ensure they are trying to reduce their offending. • Review of Training for professionals undertaken with new training course developed and introduced in February 2025. • Berkshire Women's Aid (BWA) successfully bid to deliver refuge provision in Reading, as well as non-refuge support in 2024. The delivery contracts are in place until 2027. • Domestic Abuse Forums for professionals were relaunched 2023. The forums are information sessions focussing on a particular topic each time. Themes covered to date include Controlling and Coercive Behaviour, DASH Risk Assessments and Digital Domestic Abuse • A new Safe Accommodation Panel has been piloted in 2024 with partnership representation from Berkshire Women's Aid, Alana House, Royal Berkshire Hospital, Police and Housing. The outcome of these meetings has enabled professionals concerned about victim-survivors, work with services to access safe accommodation options. • Reading supported the Thames Valley wide Drive Project, which is a collaborative approach to tackling perpetrators of domestic abuse, by liaising with police officers, support agencies, caseworks and directly with those presenting abusive, challenging and violent behaviour. • Health partners funded a collaboration pilot project with Alana House to provide support to victims of Domestic Abuse who present at the Royal Berkshire Hospital.

3.17. As well as the work undertaken by the CSP to address its priorities, a considerable of amount of additional work and business as usual continues, including:

- Young people giving their views of Reading's Community Safety and Serious Violence Strategy by developing their own version and designed a new CSP logo that they felt was more relatable to residents.
- Test purchase operations, conducted with Trading Standards, are routinely completed to see if pub, bars or gambling premises with gaming machines would challenge their use by someone under 18. 22 individuals who have committed offences were prosecuted a 100% prosecution rate.
- Reading Borough Council is working with the Police and support agencies, to ensure rough sleepers can access support and notices have been issued to regain possession of Reading Borough Council land (section 55, Civil Procedure Rules) in several locations such as Victoria Park and car parks.

- The work of the Prevent Management Board, including promotion of training and working with the CSP to work with communities on this agenda.
- In April 2024, Probation implemented 'Probation RESET' which was brought about to reduce demands on Probation and strengthen our capacity to engage offenders in the community at the points in their sentence when it matters the most.
- Probation continues to deliver Unpaid Work (community service) across Reading, seven days a week. The projects include group projects (schools, parish councils, churches) and individual placements (within charity shops).
- Berkshire Fire and Rescue Service (RBFRS) continue to identify and engage with those most at risk of fire, road, and water incidents and work with the partnership to promote awareness of its training and Safe and Well visits.
- A CSP Link now attends both the Prevent Management Board and Youth Justice Board, which report into the CSP.
- Young Voices and Safer Neighbourhood representatives attend the partnerships Executive Group meeting, as do representatives of ACRE and Reading Voluntary Action.
- Six school transport operations have been run in 2024/2025, in conjunction with other local authorities, to check on the safety of vehicles conducting school transport journeys for SEND children to offer assurance that the transit of children to and from school is safe.
- RBC has also undertaken vehicle safety and compliance checks which led to penalty points being issued to drivers with RBC licences
- The introduction of a new Water Safety Partnership which is focus on educating children and adults about safety on our waterways, working with Royal Berkshire Fire and Rescue Service on a new programme of education. The group has worked together on audits of water ways, advised on the installation of throw line boxes and supported community led throw line trainings, working with RBFRS and other professionals, members of the public and river users.

3.18. Whilst there is still work to be done in the final year of both the Community Safety and Serious Violence Strategy and the Domestic Abuse and Safe Accommodation Strategy, the following activities for 2025/26 are scheduled or already underway:

- Creating a shared space to review and track exploitation risks for children will be developed with Brighter Futures for Children, cross referencing risks of anti-social behaviour, drug crime and placed based
- Roll out Hate Crime Training to RBC Officers, with a view to rolling out Train the Trainer to ensure training is provided across the partnership.
- The Government has set in motion plans to establish new Young Futures Prevention Partnerships, ceding leadership of existing Violence Reduction Unit activity to local authorities. Prevention Partnerships will, have a key initial focus on a cohort of children and young people who are at risk of crime and violence but either do not meet the threshold for support through another agency or are not receiving crime prevention focused support.
- Providing residents clarity on how to report crime and anti-social behaviour. This will include greater involvement of residents in problem solving activity, as well as ongoing surveying to understand the priority issues of concern.
- Members of Young Voices will be prioritising safety for children in public spaces, as well as reviewing with the CSP how to take forward the learning from the Online Safety Summit to address children's concerns about safety in retail spaces. Work has begun with the Oracle shopping centre to explore safety for children in retail spaces, including training on exploitation for staff. Similar conversations have begun with Reading buses. A planned second Young Voices summit in 2025 will explore the links between online and public realm safety. Young Voices will also be working on a new Exploitation Strategy and work linked to the impact of AI. A third CODE (Urban Theatre) Event will be held in West Reading.
- A review of the pathways for children and young people who are victim-survivors of Domestic Abuse.

- A review of the impact of No Recourse to Public Funds on victim-survivors of Domestic Abuse.
- Continue to support 'It Does Matter' and 'Consent conversations' campaigns to ensure residents are not victimised by non-consensual sexual contact and to reduce sexual assaults. This includes working with Breaking Barriers on a theatre-based performance to children, addressing consent and healthy relationships.
- The updated 'My Way' app will be rolled out in 2025 that the public and students can use to track safe walking routes home, using Android and Apple devices and improved functionality.
- Continue to improve the CSP's profile with residents, building on the 'you said, we did' approach, showcasing action that has been taken to keep residents safe.
- Further Welfare and Vulnerability Engagement (WAVE) raining will be delivered to venue and licensed premises staff across Reading to ensure door and bar staff are able to respond and support vulnerable people. With staff turnover in the industry high it is important to continue offering the training, particularly to venues who have been flagged as a concern during audits or mystery shopping visits.
- Support for the new Police Local Command Unit for West Berkshire, Reading and Wokingham as Thames Valley Police completes its organisational restructure and working across the new area to explore collaborative opportunities, including shared safety campaigns and potential co-commissioning opportunities.
- Reintroduce a CSP Performance Meeting that will require core partners to report on activity linked to its strategic priorities to enable comparison with statistical neighbours, as well as Berkshire CSPs.
- Reading Borough Council will host on its website a dedicated Reading Community Safety Partnership section, which will be launched to showcase the work of the CSP and signpost residents to information about support, performance and community activities in their neighbourhood.
- RBFRS plan to purchase and utilise Virtual reality technology (VR) which will include the Immersive Community Education Hub. This contains education on fire, water and road safety in an engaging and memorable way that is particularly important with the roll out of new learning to schools on the risks of water.
- Undertake new Community Safety and Domestic Abuse Needs Assessments and write the new strategies for 2026 – 2029.

4. Contribution to Strategic Aims:

4.1. The Council Plan has established five priorities for the years 2025/28. These priorities are:

- Promote more equal communities in Reading
- Secure Reading's economic and cultural success
- Deliver a sustainable and healthy environment and reduce our carbon footprint
- Safeguard and support the health and wellbeing of Reading's adults and children
- Ensure Reading Borough Council is fit for the future

4.2 In delivering these priorities, we will be guided by the following set of principles:

- Putting residents first
- Building on strong foundations
- Recognising, respecting, and nurturing all our diverse communities
- Involving, collaborating, and empowering residents
- Being proudly ambitious for Reading

4.3 The Reading Community Safety and Serious Violence Strategy 2023 - 2026 and Domestic Abuse and Safe Accommodation Strategy both directly and indirectly contributes to all the Council Plan priorities. In particular, the partnership's efforts to create a safer Reading and respond to resident's primary concerns about crime and anti-social behaviour are compatible with:

- Promote more equal communities in Reading
 - Secure Reading's economic and cultural success
 - Safeguard and support the health and wellbeing of Reading's adults and children
- 4.3 Reading Borough Council's Council Plan for 2025 – 2028 reaffirms its commitment to tackling crime and disorder, with its priority 'Promote more equal communities in Reading' setting out that the Council will 'Reduce crime and antisocial behaviour, working with Thames Valley Police and other partners'. The strategic delivery of this partnership work sits within Reading's CSP, of which Reading Borough Council is a key delivery partner.
- 4.4 Full details of the Council Plan and the projects which will deliver these priorities are published on the Council's website [- Council plan - Reading Borough Council](#). These priorities and the Council Plan demonstrate how the Council meets its legal obligation to be efficient, effective and economical.

5. Environmental and Climate Implications

- 5.1 There are indirect consequences that are linked to climate change, crime prevention and community safety. For example, tackling anti-social behaviour associated with e-bikes and e-scooters can run counter to assumptions their use is a preferred and sustainable travel solution. Planning decisions can have unintended consequences that although beneficial for sustainability and climate protection may enhance or mitigate opportunities for crime to take place, meaning there is a close correlation with problem solving criminogenic issue and climate change mitigation.

6. Community Engagement

- 6.1 The Reading Community Safety Partnership undertakes an annual survey of residents Borough Wide.
- 6.2 Additionally Young Voices provides the Reading Community Safety Partnership with insights from children and young people about their concerns about crime and safety.
- 6.3 The University of Reading Student Union engages students concerns about safety throughout the year at Speak Weeks and surveying. These insights are shared with the Reading Community Safety Partnership
- 6.4 A network of Safer Neighbourhood Forums, Borough wide, facilitate an opportunity for residents to meet with officers and councillors, once a term to discuss crime and safety in their neighbourhood.

7. Equality Implications

- 7.1 Report is for information only and therefore not applicable.

8. Other Relevant Considerations

- 8.1 There are no other relevant considerations.

9. Legal Implications

- 9.1 Section 6 of the Crime and Disorder 1998 Act requires the responsible authorities (commonly referred to collectively as a Community Safety Partnership (CSP) in a local government area to work together in formulating and implementing strategies to tackle local crime and disorder in the area.
- 9.2 The Council and other core members of the Reading Community Safety Partnership (CSP) must have regard to the Police and Crime Commissioner (PCC) priorities. The Police Reform and Social Responsibility Act 2011 gave a clear legal basis to the relationship between CSPs and incoming Police and Crime Commissioners.

- 9.3 The PCC and CSP must have regard to each other's priorities within their plans. This should encourage joint working on mutual priorities and ensure that the PCC priorities are tackled at the local level, and the CSP priorities are reflected and resourced. Secondly the PCC has a power of accountability over CSPs; they can call in representatives of CSPs in the force area to a meeting to discuss strategies to reduce crime. The PCC can request a written report from a CSP.

10. Financial Implications

- 10.1 The Reading Community Safety Partnership relies on external grants and in-kind support.
- 10.2 Thames Valley Police and Crime Commissioner has set out his allocation of the Partnership Fund to Reading for the next 3 years, with clear guidelines on how it can be used and how it should align with the priorities with his Police and Crime Plan. The CSP will align its priorities and apply for funding in line with its priorities and that set out in the Police and Crime Plan.

11. Timetable for Implementation

- 11.1 This report is for information purposes only.

12. Background Papers

Appendices

1. Reading Community Safety Partnership Performance Framework

Appendices

Appendix 1.

Reading Community Safety Partnership Performance Framework

CSP Data Measure per 1,000 population	2023	2024	Direction Of Travel
Rate of crime	116	110	Falling
Total Crimes reported	19,024	17591 (17600)*	Falling
Shoplifting (Jan to Dec)	10.14	16	Increasing
Drug Crime Rates	3.08	2.08	Falling
Possession of Weapons	1.04	1	Falling
Anti-social Behaviour	12.08	12.6	Increasing
Violence and Sexual Offences	46.86	42.4	Falling
Annual Community Safety Survey	2023	2024	Direction of Travel
Do you think Reading is a safe place	44.8%	50.10%	Improving
In the past 12 months how would you describe crime in your neighbourhood	Increased 46.53%	Increased 50%	Declining
	No Change 40.43%	No Change 36.46%	Declining
	Decreased 3.14%	Decreased 2.0%	Declining
	Not Aware 9.90%	Not Aware 13.16%	Improving
In the past 12 months how would describe the level of anti-social behaviour in your neighbourhood?	Increased 53.63%	Increased 57.9%	Declining
	No Change 31.52%	No Change 29.7%	Declining
	Decreased 2.97%	Decreased 1.67%	Declining
	Not Aware 11.88%	Not Aware 10.65%	Declining

Housing, Neighbourhoods and Leisure Committee

09 July 2025



Reading
Borough Council
Working better with you

Title	Anti-Social Behaviour and Hate Incident Policy
Purpose of the report	To make a key decision
Report status	Public report
Executive Director/ Statutory Officer Commissioning Report	Melissa Wise, Executive Director for Communities and Adult Social Care
Report author	Jo Middlemass – Community Partnerships Service Manager
Lead Councillor	Councillor Rowland, Lead Councillor for Environmental Services & Community Safety and Councillor Yeo, Lead Councillor for Housing
Council priority	Promote more equal communities in Reading
Recommendations	1. That Housing Neighbourhoods and Leisure Committee approves the updated Anti-Social Behaviour and Hate Policy (Appendix 1).

1. Executive Summary

- 1.1. Anti-Social Behaviour (ASB) and incidents of hate continue to blight our Town in different forms, with new types of issues emerging as technology, consumables, and use of the internet, in particular, social media, evolve. As a result, ASB and Hate continues to be a priority for residents living in the borough and for businesses operating in the Town. Therefore, preventing and tackling ASB and Hate incidents remains a key focus for Reading’s Community Safety Partnership (CSP) and Reading Borough Council.
- 1.2. Whilst it is a statutory requirement for the Council as a social landlord to have in place a Policy for tackling ASB, the Council has shown its commitment to preventing and tackling ASB by having in place a single ASB policy that also covers a tenure neutral response to tackling ASB and ensuring it is routinely refreshed to respond to changes in legislation, local service delivery and changing demands.
- 1.3. The current Policy was last reviewed and approved by this Committee in March 2021. Following a change in structure for the Council’s Community Partnerships Service in 2023 and introduction of new Consumer Standards relating to ASB and Hate, which were introduced by the Regulator for Social Housing in 2024, a review and refresh of the current ASB Policy has now been undertaken to ensure it is in line with the newly implemented service delivery model and captures how the service for RBC Housing Tenants is delivered in line with the Consumer Standards.
- 1.4. This report sets out the amendments that have been made to the Policy and the rationale. The updated Policy in appendix 1 has retained its focus on providing a clear statement on the Council’s approach to dealing with ASB and Hate reported by residents and how it will work with residents and partner agencies to deal with it, both from a Council wide perspective and in its capacity as a Social Landlord.
- 1.5. Whilst the amendments in the main are minor, they have strengthened the Council’s victim centred approach to dealing with ASB and Hate incidents and set out a service learning and improvement model which provides a more robust approach to making

sure ASB and Hate is being responded to in line with the associated procedures and that there is an increase in positive outcomes for victims and communities affected.

2. Policy Context

- 2.1. This Policy covers all aspects of ASB and Hate dealt with by the Council's Community Partnerships Service and also fulfils the statutory requirement for social landlords to develop and publish an ASB Policy. Alongside this requirement, it is seen as good practice to have in place a robust policy to address ASB and Hate and it should be seen as a mechanism to assure residents that as a Council, we take ASB and Hate incidents seriously and provide a foundation to ensure that residents do not feel reluctant or afraid to report these issues to us. Whilst this Policy does not explicitly cover the response from Affinity Housing for tenants in PFI properties, it will be shared with them to ensure they align their ASB Policy.
- 2.2. The current Policy approved by Committee in March 2021 introduced a new approach to dealing with issues of ASB by adding an enquiry stage to ensure that any one-off incidents of ASB were not investigated as cases and ensuring resources were directed to those cases which were of a serious and persistent nature. The Policy also set out a victim focussed approach to managing cases to ensure appropriate support to victims of ASB and Hate was offered and put in place.
- 2.3. Since the implementation of the current Policy, several changes have occurred, both locally and at a national level that have required the Policy to be reviewed and refreshed. Changes include a workforce review undertaken by the Community Partnerships Service in 2023 which resulted in a realignment of resources, the introduction of Reading's Community Safety Partnership (CSP) Strategy, which identified a priority relating to ASB and Hate and the introduction of the Regulator of Social Housing and its consumer standards and inspection regime.
- 2.4. It has therefore been timely to review the Policy to ensure that it sets out how the ASB Service will be delivered by the Community Partnerships Service in line with the strategic direction set by Reading's CSP in terms of how it works with communities to tackle ASB and Hate and to the standards set by the Regulator for Social Housing.

3. The Proposal

- 3.1. The core principles of the Policy remain the same, in terms of the process to deal with ASB and Hate and the focus on Victim Support. However, one core difference is centred around the way the ASB Service is delivered by the Community Partnerships Service.
- 3.2. In 2023, a workforce review was undertaken for the Council's Community Partnerships Service, which has responsibility for dealing with a range on non-environmental ASB issues and Hate incidents. This review realigned resources to introduce a Safer Public Realm Team to work alongside the existing ASB Team, with the new Team focussing on area based ASB and allowing the ASB Team to concentrate on ASB centred around homes, exploitation particularly related to properties being taken over (known as cuckooing) and Hate incidents. This realignment has bolstered resources within the service, with there now being 6 officers overall dealing with ASB rather than 4.
- 3.3. Partnership working remains at the forefront of the ASB Service approach to tackling ASB and Hate and the Council's role as a statutory member of Reading's CSP is integral to this. Reading's Community Safety and Serious Violence Strategy 2023 – 2026 identified a priority to '*Improve the way the CSP works with communities to tackle anti-social behaviour and hate crime*'. The refreshed Policy supports this priority, clearly setting out both in the main document and procedures, the importance of partnership working and working with residents when investigating and managing referrals of ASB and Hate
- 3.4. Partnership working is also a key area of focus for the Regulator for Social Housing. The introduction of the Regulator for Social Housing and its Consumer Standards in 2024 has required the Council as a social landlord to ensure that its service delivery

complies with the standards introduced. The Neighbourhood and Community Standard has a focus on ASB and Hate Crime, with the specific expectations for this particular standard set out as follows:

- Registered providers must have a policy on how they work with relevant organisations to deter and tackle ASB in the neighbourhoods where they provide social housing.
 - Registered providers must clearly set out their approach for how they deter and tackle hate incidents in neighbourhoods where they provide social housing.
 - Registered providers must enable ASB and hate incidents to be reported easily and keep tenants informed about the progress of their case.
 - Registered providers must provide prompt and appropriate action in response to ASB and hate incidents, having regard to the full range of tools and legal powers available to them.
 - Registered providers must support tenants who are affected by ASB and hate incidents, including by signposting them to agencies who can give them appropriate support and assistance.
- 3.5. The refresh of the Policy has ensured that these expectations are reflected, and a scoping exercise has been undertaken with those Registered Providers who have received the top grading in their inspections to ensure the refreshed Policy is in line with best practice.
- 3.6. In addition to the Standards set out by the Regulator, the refresh of the Policy has also taken into consideration recommendations from the Housing Ombudsman's 'Spotlight on Noise' report. Whilst Noise Nuisance is generally dealt with by the Council's Environmental Protection Team under statutory nuisance, in response to the recommendations, the policy clarifies the responsibilities for investigating noise nuisance, with the ASB Team only investigating intentional noise nuisance caused by Reading Borough Council Tenants.
- 3.7. In summary, the following key amendments have been made to the Policy. A Change Log in Appendix 3 sets out the changes in more detail
- Due to the stronger focus on Hate, the Policy will now be called an ASB & Hate Policy.
 - Clarified the approach to investigating and managing ASB and Hate by the Housing & Communities service, referencing the new Safer Public Realm Team and the respective roles of the respective teams.
 - Strengthened the focus on Service Standards, Service Improvement and Learning through ASB and Hate Case Audits.
 - Updating what response and support Victims can expect and clarification on what constitutes anti-social behaviour and Hate incidents has been reviewed and updated.
 - A renewed focus on the prioritisation of the most serious and persistent cases as opposed to one off incidents.
 - Reflected the change of the name of the Community Trigger process to ASB Case Review following changes made to Reading's standalone ASB Case Review process in 2023. The updated section also refers to the updated procedure and the criteria under which a request for a review will be accepted. The policy also emphasises that the process has moved away from just being focussed on the number of incidents, but taking into consideration the impact of anti-social behaviour on the victims impacted.
 - Providing clarity on what Noise Nuisance is in the context of our landlord functions and what this policy will deal with specifically, focussing on Noise Nuisance, rather than noise transference.

- Added tenant responsibilities when reporting ASB and their responsibilities in line with tenancy agreement.
 - The refreshed Policy clearly sets out the tools and powers that are available in all cases, referencing where tenancy related action may be taken in the Council's role as a social landlord.
- 3.8. Whilst there is a requirement for social landlords to produce and publish an ASB Policy, having in place a single policy informs a streamlined approach to how ASB and Hate incidents are dealt with by the ASB Service regardless of tenure detailing how the support and advice that is provided is based on the needs of the victim.

4. Contribution to Strategic Aims

- 4.1. The Council Plan has established five priorities for the years 2025/28. These priorities are:
- Promote more equal communities in Reading
 - Secure Reading's economic and cultural success
 - Deliver a sustainable and healthy environment and reduce our carbon footprint
 - Safeguard and support the health and wellbeing of Reading's adults and children
 - Ensure Reading Borough Council is fit for the future
- 4.2. In delivering these priorities, we will be guided by the following set of principles:
- Putting residents first
 - Building on strong foundations
 - Recognising, respecting, and nurturing all our diverse communities
 - Involving, collaborating, and empowering residents
 - Being proudly ambitious for Reading
- 4.3. Full details of the Council Plan and the projects which will deliver these priorities are published on the Council's website - [Council plan - Reading Borough Council](#). These priorities and the Council Plan demonstrate how the Council meets its legal obligation to be efficient, effective and economical.
- 4.4. Reading Borough Council's Council Plan for 2025 – 2028 reaffirms its commitment to tackling crime and disorder, with its priority 'Promote more equal communities in Reading' setting out that the Council will 'Reduce crime and antisocial behaviour, working with Thames Valley Police and other partners'. The strategic delivery of this partnership work sits within Reading's CSP, of which Reading Borough Council is a key delivery partner. This Policy clearly sets out how the Council will support the activity of the CSP to reduce crime and disorder through defining an approach to dealing with ASB and Hate in cases where the Council will lead action to tackle issues of ASB and hate, clearly setting out that it will work in partnership with both communities and partners and be proportionate and consistent in the management of ASB enquiries and cases, all with the aim of creating safer communities and a safe place for residents to live.
- 4.5. The policy has a focus on victim support and safeguarding, it also acknowledges the needs of vulnerable perpetrators of ASB and that a partnership approach will be taken to ensure they are provided with appropriate support to address the issues that result in them being involved in ASB and/or hate. These are factors that support the priority to Safeguard and support the health and wellbeing of Reading's adults and children.

5. Environmental and Climate Implications

- 5.1. The Council declared a Climate Emergency at its meeting on 26 February 2019 (Minute 48 refers).
- 5.2. There are no Environmental and Climate Implications as a result of the refresh of this policy, although it is designed to improve the living environment for residents through tackling area based anti-social behaviour that is reported to the Housing and Communities Service and it is expected that the Service will work with other services

within the Council what deal with statutory nuisance and environmental ASB when required.

6. Community Engagement

- 6.1. The Community Partnerships Service has ensured that consultation feedback from the CSP's Community Safety Survey and the Housing Service Tenant Satisfaction Survey has been used to inform the refresh of this Policy.
- 6.2. The Community Partnerships Service oversees the delivery of the Safer Neighbourhood Forums, the annual Community Safety Survey and monthly Service drop-ins, all of which are methods used to continuously engage with residents on matters of ASB and Hate.
- 6.3. The reintroduction of the ASB Service close case survey also provides victims of ASB who have used the service the opportunity to provide direct feedback about their experience of the ASB Service.
- 6.4. Once approved the ASB and Hate Policy will be published on the Council's website and promoted through engagement events and to victims contacting the ASB Service.

7. Equality Implications

- 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 (EqIA) has been completed and attached as Appendix 2.
- 7.3. The updated Policy will ensure that the ASB Service is actively promoted and accessible to everyone within Reading with the aim to make it easy for anyone to report incidents, providing a variety of ways to report.
- 7.4. The updated policy has been strengthened with more emphasis on dealing with hate incidents and maintains that issues of hate are responded to within 1 working day.
- 7.5. There is an emphasis on victim support and ensuring that support for victims is based on the needs of the victim.
- 7.6. An Equalities Impact Assessment is completed for each case referred to the Council's legal team for enforcement action.

8. Other Relevant Considerations

- 8.1. There are no other relevant considerations to note.

9. Legal Implications

- 9.1. Section 218A of the Housing Act 1996 (as amended) ("the 1996 Act") require a local housing authority landlord to prepare a policy in relation to ASB and procedures for dealing with ASB and to publish a statement of its policy and procedures. Further, that it must from time to time keep the policy and procedures under review and when it thinks appropriate, publish a revised statement.
- 9.2. The 1998 Act provides that in preparing its policies and procedures, the local housing authority must have regard to guidance issued by the Secretary of State and, in the case of a non-profit registered provider of social housing, the Regulator of Social Housing.

10. Financial Implications

- 10.1. There are no financial implications resulting from this policy proposal. This Policy will be delivered using existing financial resources.
- 10.2. The use of Case Audit, which have been introduced in the refreshed Policy are designed to ensure that the associated ASB and Hate Procedure is being followed correctly and that action taken is proportionate and consistent and that officer time is being used effectively.

11. Timetable for Implementation

- 11.1. The Policy will be adopted and implemented as soon as it is agreed.

12. Background Papers

- 12.1. There are none.

Appendices –

- 1. ASB and Hate Policy**
- 2. Equality Impact Assessment**
- 3. Policy Change Log**

Anti-Social Behaviour and Hate Incident Policy

Contents:

1. Introduction
2. Aims
3. Tackling Anti-Social Behaviour and Hate Incidents in Reading - an overview
4. Definition of Anti-Social Behaviour
5. Hate Incidents and Hate Crime
6. Delivering an Anti-Social Behaviour and Hate Incident Service in Reading
7. The Housing and Communities Service approach
8. Case Management
9. Victim Support and Service Standards
10. Community Right to Review
11. Vulnerable Perpetrators
12. Reporting Anti-Social Behaviour and Hate Incidents
13. Service Standards and Service Improvements
14. Working in Partnership
15. Information Exchange and Confidentiality
16. Equality and Diversity
17. Legal Framework

1. Introduction.

Reading Borough Council's Housing Service is committed to reducing ASB in the borough. We know that by improving the environment in which our residents live we will create a brighter future for communities across Reading.

Our approach to tackling Anti-Social Behaviour (ASB) and Hate Incidents is three pronged - prevention, intervention and enforcement. While often necessary, enforcement action is a last resort to be used only when other more constructive measures have been exhausted or to safeguard others in an emergency. We firmly believe that partnership work plays an important part in addressing the issues associated with anti-social behaviour, and multi-agency working is engrained in the Service's approach to ASB and Hate Incidents.

2. Aims.

This is a policy which sets out how the Housing and Communities Service responds to ASB and Hate Incidents. It does not cover how other services within the Council which deal with Environmental ASB or Statutory Nuisance. The Policy sets out Reading Borough Council's and its Tenant Service's view of what ASB is, what our service standards are and what we want our services to achieve for victims and witnesses of ASB and Hate Incidents.

In particular, the aims of this policy set out how the ASB Service will deal with ASB and Hate Incidents in Reading by:

- Taking timely and proportionate action to address serious or persistent ASB that is causing harm, fear, or distress to individuals or the community.
- Responding appropriately and sensitively to hate incidents, recognising their impact on individuals and communities, regardless of whether the behaviour amounts to a criminal offence.
- Encouraging the reporting of ASB and Hate incidents by promoting a service that is focused on the needs of victims and witnesses.
- Being clear about what the ASB service will and will not investigate under this policy, ensuring the expectations of residents are managed and met.
- Offering tailored advice, support, and referrals, where appropriate, to help victims and witnesses feel safe and informed throughout the process.
- Working in partnership with key agencies and stakeholders, including the police, effective response to ASB and Hate incidents.

How we deal with ASB on a day-to-day basis is explained in our ASB Procedure and sets out a 6-stage process. This process is designed to be flexible, to enable Officers to ensure the process remains victim focused.

3. Tackling Anti-Social Behaviour and Hate Incidents in Reading: An Overview

Our Role as a Social Landlord

The Anti-Social Behaviour Act 2003 sets out the powers Reading Borough Council has to deal with ASB issues affecting the properties we manage. As a landlord, we have different duties and powers to those we have when dealing with ASB and Hate Incidents in the wider community. The powers we can use and in which circumstances are set out in the ASB Procedure document.

The Role of the Regulator of Social Housing

Reading Borough Council is a registered social housing provider and recognises the importance of adhering to the standards set by the Regulator of Social Housing (RSH). The RSH sets out a framework of regulatory standards, including the Neighbourhood and Community Standard, which expects landlords to work in partnership with other agencies to prevent and tackle ASB and Hate Incidents in the neighbourhoods where they own homes.

This Policy has been developed in accordance with the requirements of the RSH and demonstrates our commitment to:

- Providing a clear, consistent, and victim-focused response to reports of ASB and Hate incidents.
- Taking appropriate and proportionate action where ASB and Hate incidents have occurred.
- Working with residents, partners, and stakeholders to ensure safe, cohesive, and respectful communities.
- Monitoring and reviewing our ASB service to ensure it is effective and meets the expectations of residents and regulatory standards.

Our Role as a Local Authority and statutory member of Reading’s Community Safety Partnership.

The Crime and Disorder Act 1998 states that as a Local Authority we must work in partnership with the police and other agencies, such as Probation and Health Authorities, to reduce crime and disorder in Reading. This work is guided through Reading’s Community Safety Partnership and its response to the annual strategic assessment.

4. Definition of Anti-Social Behaviour

ASB can mean different things to different people and there is no one single definition, however, when assessing if a case should be fully investigated, Reading’s Community Safety Partnership definition of ASB will be applied:

*“Behaviour causing damage, disturbance, distress, harm or fear which has a **significant impact** on people’s lifestyles, routines or their environment. **Persistence, intensity and the number of incidents involved are relevant factors. The behaviour need not be a breach of the criminal law.**”*

For the purpose of taking legal action in Reading Borough Council’s Housing capacity, the following definition from the Anti-Social Behaviour, Crime and Policing Act 2014 will apply:

Conduct capable of causing housing related nuisance or annoyance to any person.

- **Categories of ASB.**

Whilst the term ASB covers a broad range of issues, The ASB Service focuses on the most serious types. Reading Borough Council believes that everyone has a right to enjoy their homes and are entitled to go about their daily lives without having concerns that complaints will be made against them. It is important that individuals show tolerance and be respectful of differing lifestyles and circumstances.

What the ASB service WILL investigate
Noise Nuisance (RBC properties and what falls under a statutory noise nuisance only)
Exploitation
Drug related Activity
Neighbour Disputes (of a severe nature)
Criminal damage
Rowdy Behaviour
Hate Incidents
Violence
Vehicle nuisance (vehicles being driven or ridden in an anti-social manner)
Sex working
Street drinking
Intimidation, Harassment, Abuse

What the ASB service WILL NOT investigate
Noise nuisance caused by NON-Reading Borough Council tenants
Actions that are normal everyday activities or household noise (e.g. walking, using toilet)
Children playing in their homes or the locality of their home
Complaints about other people’s lifestyles that offend others, for example parenting styles
Cooking smells
Ball game nuisance

One off parties
Boundary disputes and parking issues
Low level neighbour disputes - Not all neighbour disputes should be dealt with as anti-social behaviour.
Wheelie bin locations
Spreading rumours and alleged 'staring'
Complaints about CCTV

If Reading Borough Council tenants are involved or they are taking place on Reading Borough Council housing estates, the following issues will be dealt with by Tenant Services separately from this policy.

- Noise Transference
- Parking
- Animal problems
- Untidy gardens/high hedges
- Condition of property (non-garden)
- Car repairs
- Flytipping
- Abandoned vehicles - On RBC Housing land
- Alleyway (clearance of gating/overgrown)
- Trees (if on housing land)
- Street lights (if on housing land)
- Domestic violence
- Ball game nuisance

Neighbour disputes will not be dealt with under this policy in the first instance. For example, if there is a dispute over a boundary, driveway, fencing etc this will not be treated as ASB and will be dealt with under a separate Policy and Procedure. If the dispute escalates and ASB becomes present, such as abuse or threats for example, this behaviour will be dealt with under this Policy. Tenant Services will not follow this policy if these issues are reported to the Team.

4.1 Noise Nuisance

Noise reports within Reading Borough Council's housing stock is an issue that is regularly reported to the ASB Service. Tenants must expect that whether they live in a house or a flat, they will hear some noise from their neighbours. This will vary depending on the type of property they reside in and how the noise travels between adjoining properties. However, residents are not expected to endure severe levels of noise nuisance, for example persistent loud music.

Noise reports are assessed on whether it is a noise nuisance report or noise transference. If the report is deemed to be a statutory nuisance, and if the report involves an RBC property, it will be investigated under this policy. If the report is assessed as not being anti-social, it will not be dealt with using the ASB policy or procedures. It may still be investigated using a separate Policy and Procedure, acknowledging that non statutory noise complaints can still have an impact on lives. However, Reading Borough Council intend to be clear on which noise reports will be dealt with as Anti-Social Behaviour or not.

Some examples of noise deemed to be Anti-Social are:

- Very loud music played often and for long periods of times
- Shouting and arguing that can be heard outside of someone's property
- Parties that emanate excessive amounts of noise, inconsiderate of neighbours.

Defining a statutory nuisance

When we are considering if something is a 'statutory nuisance' or not, we are applying the objective standards set out by legal precedent rather than what someone might consider to be a 'nuisance' or an 'annoyance' in everyday language. Therefore, some things a resident may feel is an annoyance or a nuisance may unfortunately not be seen as one in the eyes of the law. Usually for a nuisance to exist it would:

- unreasonably and substantially interfere with the use or enjoyment of a home or other premises
- injure health or be likely to injure health

Examples of things that can't be or have been found not to constitute a nuisance:

- person/s carrying out DIY during the day and at weekends over a few weeks
- noise from children playing in their garden or own home
- an odour or smell coming from a domestic property e.g cooking odours
- normal noise from aircraft, roads or railways
- one off parties or a party which happens a couple of times a year
- smoke and noise from a bonfire or fireworks on bonfire night
- footsteps, talking, babies crying or television noise (non-excessive) from a neighbouring property that could be heard due to poor/substandard sound insulation between the properties.

If you are experiencing noise that falls into these categories and aren't a statutory noise complaint, it will be investigated by Tenant Services outside of this policy.

4.2 Criminal Activity.

Primarily, acts of criminality should be reported to the police and the ASB Team will advise anyone reporting criminal activity to report it to the police. The ASB Service will support Thames Valley Police to tackle criminal activity in our neighbourhoods and will take action to enforce Reading Borough Council Housing tenancies in cases where criminal activity is linked to our properties or within the vicinity of the tenant's home. In some cases, whereby criminal activity is occurring, it may be appropriate that we lead on some of the action required to deal with, and manage ongoing issues of criminal behaviour, for example, obtaining Injunctions under the Anti-Social Behaviour, Crime and Policing Act 2014 or using Absolute Grounds for Possession powers.

5. Hate Incidents and Hate Crime.

Reading Borough Council uses the definitions of Hate Incidents and Hate Crime that are used by Thames Valley Police.

A Hate Crime is defined as "Any criminal offence which is perceived by the victim or any other person, to be motivated by hostility or prejudice based on a person's race or perceived race; religion or perceived religion; sexual orientation or perceived sexual orientation; disability or perceived disability and any crime motivated by hostility or prejudice against a person who is transgender or perceived to be transgender."

A Hate Incident is any incident which the victim, or anyone else, thinks is based on someone's prejudice towards them because of their race, religion, sexual orientation, disability or because they are transgender.

Incidents may be against a person or a property. A victim does not have to be a member of the group to which the hostility is targeted. All reports relating to a hate incident will be responded to by the ASB Service within **one** working day and the team will work in partnership with the police to resolve the issue.

Reading Borough Council adopts a zero-tolerance approach towards Hate Incidents. When Hate Incidents occur and are evidenced, the ASB Service in partnership with our wider Housing colleagues and the Police will aim to take immediate and appropriate action.

A zero-tolerance approach means firstly adopting the harm centred approach, understanding the harm caused by the incident and acting accordingly to that and not the incident itself, then using the legislative framework available to ensure the incidents and harm stops, this could in the form of an injunction, for example.

Reading Borough Council will make attempts to ensure victims of Hate Incidents are supported, should consent be given.

We acknowledge that there are some occasions whereby people make comments online or display information in their homes or businesses, citing their right to free speech. Stop Hate UK sets out that in the UK, free speech means the right to seek, receive and share information and ideas with others, but this freedom must be used responsibly and can be restricted when considered 'grossly offensive' or seen as threatening or encouraging hateful activity. This principle will be adopted in this policy.

6. Delivering an Anti-Social Behaviour and Hate Incident Service in Reading.

This policy acknowledges that environmental ASB, including Statutory Nuisance, is tackled by other service areas within Reading Borough Council, who operate within their own policies and procedures. This policy focusses on the Housing and Communities response to ASB.

- **The ASB Team.**

The ASB Team, has 3 Case Officers dedicated to providing a cross-tenure service to support victims of Domestic ASB occurring within properties, Hate Incidents and Exploitation and take appropriate action to resolve issues reported. This Team is also responsible for the managing Reading's ASB Case Review Process

- **The Safer Public Realm Team.**

The Safer Public Realm (SPR) Team has 3 Case Officers who are dedicated to undertaking a problem-solving approach to tackle area based ASB within the Borough. The Team is also responsible for the Council's operational response to removing unauthorised encampments on local authority land and providing advice to private landowners

- **Housing Association cases.**

Housing Associations are responsible for dealing with ASB and Hate Incidents involving their tenants. Cases which require a multi-agency response can be referred to a multi-agency problem solving meeting with a range of partner agencies to problem solve. The ASB Service will not case-manage these cases, but can provide guidance, if required.

- **Private Rented cases and Owner Occupier cases.**

The ASB team can open cases for privately rented properties who are experiencing ASB within their community. The ASB Service is unable to take action against private tenants, however, we can advise and support on interventions where appropriate and use a range on non-tenancy related tools and powers to deal with individuals living in private properties.

- **Responsibilities of Reading Borough Council Tenants.**

We consider that our tenants are responsible for their own behaviour, the behaviour of those people who live with them and the behaviour of people who visit their property. Informal and/or formal action may be taken against a tenant to address the behaviour of others who live with them or visit their property. Reading Borough Council's Housing Service has a comprehensive Tenancy Agreement in place for all tenants, with a specific section covering ASB and Hate Incidents.

7. The Housing and Communities Service Approach.

The ASB Service will treat people fairly and equally and ensure that a proportionate and reasonable approach is adopted to any action taken to resolve ASB and Hate Incidents

The ASB and SPR Teams use a variety of approaches to intervene as early as possible, resolving issues before they become problems. Early intervention could include Warnings, Mediation, Acceptable Behaviour Contracts (ABC's) and Good Neighbourhood Agreements (GNA's). An overview of these interventions can be found in the ASB Procedure.

The Teams will operate an Enquiry and Case Investigation model, with the enquiry stage allowing the Teams to determine if a full case investigation needs to be carried out and/or if immediate enforcement action needs to be taken. The ASB Service reserves the right not to investigate a case where there is evidence that the complainant is being unreasonable, vexatious or vindictive. In these circumstances, the complainant will be advised of this assessment and the reasons.

When deciding on what action to take, the ASB Service will ensure that any action, particularly legal action, is both reasonable and proportionate, taking into account all the facts of the case. There will often be difficult decisions for the council to make and at times, this may mean the action taken is not considered adequate by the victim/witness. Officers will explain the reasons why decisions have been made in all circumstances. The Teams will take into consideration the view of those involved in the case. Ultimately it will be the Council's decision regarding what action is or is not taken.

The Council will take proportionate and timely action to deal with reports of ASB and Hate Incidents. All actions considered will have due regard to the council's public sector equality duty under section 149 of the Equality Act 2010. The action taken will be proportionate to the severity, impact and frequency and frequency of the ASB, and the evidence available to support the case. In most cases legal action is not necessary. However, the Council will take legal action if it is appropriate do so.

8. Case management.

The ASB and Hate Incident Procedure sets out in detail how ASB and Hate Incidents can be reported, initial response times based on risk, how reports of ASB and Hate Incidents will be assessed and how reports may progress into a case investigation. Cases will only progress if they are of a persistent and significant nature. In low level situations, Complainants will be encouraged to try and resolve the situation themselves in the first instance. In most instances, perpetrators of ASB and Hate Incidents will be given the opportunity to improve their behaviour before the decision is made to take enforcement action. However, it is necessary to balance the needs of the individual against the needs of the victims and wider community. If it is essential to act to protect the needs of the victims and community, we make every effort to ensure that this is both swift and effective.

Initial response times as per table below, are based on risk, however the table is flexible depending on the severity of the initial report.

<u>Category</u>	<u>Definition</u>	<u>Threshold</u>	<u>Initial report response time</u>
Urgent High risk (People)	Incidents which are considered have a serious risk to individuals or neighbourhood, e.g. <ul style="list-style-type: none"> • violence or threat of violence • Hate Incidents • Cases which may have been classified as a lower risk originally which have escalated to high risk • Arson Incidents classified as high risk must be reported to the police on 999.	1 Incident	1 working day
Persistent nuisance Medium risk, (People)	Incidents which amount to unreasonable or persistent behaviour e.g. <ul style="list-style-type: none"> • Aggressive and abusive behaviour • Drug related activity • Persistent problematic visitors • Noise nuisance 	8 separate incidents reported over a month	3 working days
Non-Urgent Low risk	Incidents which amount to low level nuisance e.g.	Fewer than 8 Separate	5 working days

	<ul style="list-style-type: none"> • Noise nuisance • Vehicle nuisance • Begging • Street Drinking 	incidents reported over a month	
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Enquiries and cases will be allocated to the appropriate Team and Officer who covers the area in which the ASB or Hate Incidents reported are occurring in. If an Enquiry is progressed into a case investigation, the Officer carrying out the enquiry will lead on the case and any subsequent interventions and enforcement action to ensure an effective resolution.

The ASB and Hate Incident procedure follows the 6 stages, set out below:

Stage 1	Initial enquiry and Assessment	All cases and reports that are received by the ASB Service
Stage 2	Case Investigation	Monitor ongoing reports, in liaison with victims of ASB.
Stage 3	Case Review	Assess level of risk, persistence and impact, working with victim to address the problem
Stage 4	Interventions	Collate evidence to support informal or legal remedies if ASB/ Hate Incidents persist
Stage 5	Legal remedies	We will look at possible action that could include possession orders
Stage 6	Case closure	Case will be closed if ASB/Hate incidents stop, it can't be proven, or there is lifestyle clash etc.

Cases may move between stages depending on nature and severity of behaviour.

Stage 1 - Initial Enquiry and Assessment.

The initial enquiry is triggered upon the receipt of a new report of ASB/Hate Incidents. It establishes whether an initial investigation will be required and will provide the allocated Officer information to make a judgement as to how severe the complaint is and whether urgent enforcement action is required.

The Enquiry period lasts a maximum of 4 weeks. At any point during this stage, the enquiry may be converted to a case, if the thresholds are met. If insufficient information is provided to meet the threshold for a case investigation, the enquiry will be closed, and the complainant will be advised of this.

Contact will be made with complainants within the timescales set out above. If the ASB Officer is unable to contact the complainant after 2 attempts by telephone, a letter will be sent to encourage contact. If the complainant does not contact the ASB Service within 10 working days of the letter being sent, the Enquiry will be closed.

During this process, we expect any diary sheets asked for, to be completed, and returned to the allocated Officer. In RBC Housing noise nuisance cases, if we ask for submissions via The Noise App, these are submitted.

- **Action Plan**

At this stage the allocated Officer will set up an Action Plan, which will be used to record the chronology of incidents, actions set and taken by the officer and other agencies, including any multi agency meetings, referrals to agencies for support, requests for information and the risk assessments. Forthcoming actions will also be recorded, e.g., when contact is due, when a new risk assessment is due to be carried out.

Stage 2 - Case Investigation.

If an enquiry converts into a case investigation, the Officer will begin the evidence collation process. The Officer will continue to engage with the victim/witnesses involved in the case to ensure they continue to provide information to enable the officer to resolve the case effectively. It is important to note at this stage that a case may escalate at any time and more urgent action may be required.

The Case Officer will contact the victim/witness advising them that the case is progressing to a full investigation. Regardless of whether the Officer meets in person or liaises with the victim by telephone, the Officer will follow an interview plan to obtain further information, set out clear expectations, establish if there are any support needs and reassure the victim/witness. This interview plan is set out in the ASB and Hate Incident Procedure.

- **Evidence gathering.**

The Officer will endeavour to gather evidence in a number of ways to support the case. This will include:

- Interviewing victims/witnesses and perpetrators
- Taking statements
- Liaising with Thames Valley Police regarding any reports which may have been made to them
- Sourcing any CCTV footage
- Noise Monitoring Equipment/The Noise App recordings
- Speak to other agencies
- Door knocks
- Site visits

This process will take place over a 2-month period before an initial case review is conducted. The victim/witness will be expected to continue reporting incidents through the agreed channel throughout the duration of the case. Where this does not happen, the case may be closed due to lack of information.

Stage 3 - Initial Case Review.

After 2 months of the case being opened, if the case has not progressed onto stage 4 or 5, the Officer will carry out a case review to establish if the case should be closed or progressed further. This will depend on the evidence provided and if the ASB/Hate incidents are considered to be persistent and severe.

The following actions may apply:

- **No further action - case closed (stage 6).**

There are several reasons why a decision is made to close the case at this stage, for example,

- No reported incidents received.
- There is insufficient evidence to identify a perpetrator
- Evidence provided is found to be unreliable
- The complainant does not support action

If the Officer is considering closing the case, they will advise the victim/witness at the point of the 2-month monthly contact and set out why they are considering closing the case. Following the

discussion, the Officer will decide to close or monitor further and advise the victim/witness how long they will monitor for. This should be for no longer than 1 month. If there are still no opportunities to progress the case, the Officer will discuss closing the case with the relevant Team Manager.

While all ASB and Hate Incident reports that progress to a case investigation will be investigated fully, there may be cases where there is little action that we can take in response to a complaint. For example, if there are counter allegations and no supporting evidence from either party.

- **ASB/Hate Incidents are continuing.**

The Officer will continue with Stage 4. Cases will continue to be reviewed on a monthly basis after this point. If there are no reported incidents for a 4-week period or the incidents have reduced significantly in persistence and severity so that they no longer meet the threshold, the Officer will consider closing the case and will discuss this with the victim at the next monthly contact, setting out why they are closing the case.

Stage 4 - Interventions.

The ASB Service will use a range of interventions to try to put a stop to ASB and these will often be used in the first instance. As each case is different, we are committed to finding the most appropriate intervention for the relevant case. However, a few of the most commonly used interventions are outlined below for the purposes of reference:

- Verbal warnings/Words of advice
- Warning letters (Tenancy/Community Protection)
- Mediation
- Acceptable Behaviour Contracts
- Good Neighbourhood Agreements
- Community Protection Warning and Notice

A full range of interventions available are set out in the ASB and Hate Incident Procedure.

If these interventions do not reduce the ASB/Hate Incidents, the case will be considered for legal action. However, insufficient evidence can threaten the success of legal action and lead to an inefficient use of finite resources.

Stage 5 - Legal Remedies.

The ASB Service acknowledges the significance of enforcement action. Reasonableness and proportionality will be at the forefront of any legal action that is considered. The ASB Service will, if necessary, seek advice from the Council's legal team before taking the decision to proceed with legal action, to ensure that it is an appropriate, reasonable and proportionate step to take.

For cases that persist and where alternative solutions have proved ineffective, legal action will be considered. In cases that require urgent action to safeguard individuals or the wider community, enforcement action will be taken as a matter of urgency.

The use of legal action will be decided by the Council and where relevant, in consultation with key agencies through the ASB Multi Agency Panel.

The types of enforcement that will be considered:

- Legal Warning letter / Letter Before Action
- Civil Injunctions with or without a Power of Arrest attached
- Closure Orders
- Community Protection Notices
- Criminal Behaviour Orders
- Undertaking
- Community Protection Notices

For persistent area-based issues, a Public Space Protection Order may be considered.

In addition, the following will apply to Reading Borough Council Housing tenants:

- Demotion of Tenancy
- Notice of Seeking Possession (NOSP) or Notice of Proceedings of Possession (NOPP) in cases of Introductory Tenancies
- Possession Orders
- Notice of Seeking Possession on Mandatory grounds for introductory or non-secure tenancies.
- Notice of Seeking Possession on Absolute Grounds
- Recovery of any legal costs

External factors beyond the control of Reading Borough Council can impact the progression and speed of cases, for example the availability of court dates. Any delays will be communicated appropriately to the victims and witnesses.

In cases where legal action has been taken, these will remain open until the legal action has concluded and the ASB/Hate Incidents have stopped.

Stage 6 - Case Closure.

The accompanying ASB and Hate Incident procedure is designed to ensure that cases are not open for longer than necessary. However, it is important to ensure cases are closed appropriately. Cases will only be closed with the approval of the relevant Team Manager. Cases may be closed at any stage due to one of a number of factors, including:

- Lack of co-operation from the victim/witness.
- Establishing the incident did not take place.
- Determining the issues reported are not considered by the ASB Service as ASB.
- Not having enough evidence to prove the matter to the relevant standard of proof.
- The ASB/Hate Incidents have stopped and risk of further issues is low.

Officers will communicate to the victim/witness when a case will be closed and the reasons why.

The full details of the following procedure are set out in the accompanying ASB Procedure document.

9. Victim Support and Service Standards.

The support for victims and witnesses of ASB and Hate Incidents, provided by ASB Service will vary, depending on the type of ASB and Hate Incidents they are experiencing. The Officer will also make referrals to other support agencies, as and when required.

Once an enquiry has converted into a case, the following service offer will be in place for victims and witnesses:

- There will be one point of contact for the victim or witness throughout the process of resolving their complaint.
- Regular feedback regarding the progress of their case will be provided - officers will update victims and witnesses at least once a month, maybe more often depending on the severity of the case.
- The ASB and Hate Incident procedure is thoroughly explained to all victims and witnesses and realistic expectations are set.
- Victim support tailored to the needs of each individual, either through our Housing & Energy Support team or referrals into external agencies.
- Full support will be provided if the victim has been asked to attend court to give evidence, including providing an escort and pre-meet for any court hearings.
- The homes of victims will be assessed for additional support and safety measures.
- Referrals to victim support agencies if they have been subject to a crime.
- If necessary, safeguarding referrals to Adult Social Care and/or Brighter Futures for Children.
- If at immediate risk due to severe ASB or Hate Incidents, referral for a Management Transfer in line with the Allocations policy.
- Correspondence to be translated into different languages or easy read copies if required.

10. ASB Case Review.

The ASB Case Review allows victims of persistent ASB to request a review of their case. Once a Case Review has been requested, the relevant agencies, which may include the local authority, police, health providers and/or social housing, will work together and decide whether any further action can be taken to resolve the issue.

The ASB Case Review cannot be used to make complaints against individuals who have worked on cases as it is not a complaints process.

A separate procedure for processing ASB Case Reviews sets out the roles and responsibilities of the ASB Service. An application for a review can be received at any time where it is considered that 'no action' has been taken and,

- The last reported incident is within 1 month of the application for a case review
- At least three separate ASB incidents involving the same alleged perpetrator(s) or household, have been reported from one person within a 3-to-6-month period of the first report that have been made to either, the police, local authority (including Environmental Health or Housing) or a registered social landlord
- Five or more separate ASB incidents reported by a group that have been made within 3-to-6-month, period.
- Five or more Hate Incidents have been reported within the past 3 months, involving the same alleged perpetrator.

'No action' is considered as:

- The reported problems have not been acknowledged i.e. no one has contacted the victim to advise what action would be taken.
- The reported problems have not been appropriately investigated.
- The victim's vulnerability and/or the potential for harm has not been considered and this has affected potential service delivery.
- No action has been taken because information has not been shared between partners and this has affected potential service delivery.
- The responsible agency has not engaged with or responded to requests for information.

In terms of the behaviour itself, what is seen as 'Anti-Social' will vary from victim to victim, and community to community. This is one reason why the way in which incidents of ASB are reported has changed; no longer solely focusing on the behaviour, but an emphasis on the impact it has on the victim.

Reading Borough Council including the police, local health teams and registered providers of social housing have a duty to undertake a case review when someone requests one and the case meets the above criteria. The ASB Case Review follow a procedure agreed under by Reading's Community Safety Partnership as a statutory requirement.

11. Vulnerable Perpetrators.

We acknowledge that the vulnerabilities of some residents contribute to behaviour which can be considered anti-social to those around them. These vulnerabilities include but are not limited to, mental health issues, learning difficulties and substance misuse.

In cases where vulnerable perpetrators are involved, we will work closely with various support agencies with the aim of improving the behaviour of a tenant. If it is felt that the tenant in question cannot sustain a general needs tenancy, we will advocate relocating them to more suitable accommodation. The ASB Service regularly makes referrals to a range of support services, including the Community Mental Health Team, and treatment providers for substance and alcohol misuse, and will work alongside partner agencies to ensure appropriate support is provided. Cases can be referred to a multi-agency problem solving meeting to facilitate joint working and ensure a co-ordinated multi-agency approach.

12. Reporting ASB and Hate Incidents.

Victims and witnesses can report via the following methods:

- Telephone (via Council's call centre) Tel 0118 937 3787
- Email - asb.team@reading.gov.uk

When reporting ASB, it is important to provide as much information as possible such as:

- Time
- Location
- Names or descriptions of those involved
- Witnesses
- How it made you feel
- Any injuries
- Were the police involved (if yes, crime reference number and arrests)

The ASB Service acknowledges that victims of ASB and Hate Incidents may wish to report anonymously due to being frightened. However, we do encourage people to come forward in person where possible, to enable Officers to gather all relevant information to conduct a thorough investigation.

If reporting noise nuisance, this can be done by downloading the Noise App on a smartphone.

Multiple and unreasonable reports of ASB and Hate Incidents where a customer persistently submits reports that are not upheld or are deemed to be unreasonable, we will take reasonable action to stop this. If reports are being raised with multiple people within Reading Borough Council, we will work the Council's Customer Relations Team to introduce one point of contact. If reports are deemed to be malicious or for personal gain and are impacting on our ability to carry out our daily management functions, we may consider enforcement action.

If you are not satisfied with the service you have received from the ASB Service, you have the right to complain under our corporate complaints policy.

13. Measuring success and service improvement.

We are committed to continually improving our ASB service. We will use resident feedback, complaint trends and performance data to ensure our services align with the expectations of the communities we serve and the Regulator. We measure our success and drive service improvements through the following:

How we measure success:

- Customer satisfaction - through results from Tenant Satisfaction and Close Case Surveys
- Resolution rates - the number of cases resolved successfully and within appropriate timescales
- Response times - how quickly we acknowledge and act on reports
- Audit outcomes - quality and consistency checks through regular case reviews
- Feedback from residents and partners - used to identify areas for improvement

How we improve the service:

- Conducting annual Tenant Satisfaction Surveys
- Carrying out annual Community Safety Surveys
- Using feedback from Closed Case Surveys
- Performing regular internal audits of ASB cases by Team Leaders
- Ensuring ASB Officers are professionally qualified and all necessary training is up to date

Collaborating with Tenant Participation teams and community members to ensure the service reflects local priorities

14. Working in partnership.

Reading Borough Council recognises the importance of partnership working, both with other agencies and residents and will ensure that partnership is factored into the management of cases. It may be more appropriate for other agencies to take the lead in some cases, however, the ASB Service will take the lead and appropriate action when necessary.

15. Information Exchange and Confidentiality.

- **Information Sharing.**

Reading Borough Council's ASB Service is signed up to Reading Community Safety Partnership's Information Sharing Protocol. Officers are trained to have solid awareness of these procedures to ensure legal and safe sharing of information. It may be necessary to share information as part of the Team's investigations: this process will be used to facilitate this.

- **Handling data.**

The ASB Service ensures that all data handled by the team is:

- Collected for a specific and legitimate purpose and is not used for anything other than this stated purpose.
- Processed lawfully, fairly and in a transparent manner.
- relevant and limited to the requirements for which the data is processed.
- accurate and kept up to date, with any identified inaccuracies amended or removed without delay.
- Stored for as long as required, in line with the ASB Team's Privacy Notice.
- Secured using appropriate solutions, which protect against unauthorised or unlawful processing.

The ASB Service Data Processing Notice is available on Reading Borough Council's website: www.reading.gov.uk/council/data-protection/

- **Consent.**

The ASB Service will ask victims and witnesses for consent, in the format of a consent form, to take action; to ensure that they agree with the action we are taking; and to refer to any support services. In cases where consent is not given to action being taken and where the ASB and Hate Incidents can be witnessed without the help of the victim or witness, the ASB Service will investigate this, but will ensure there no risk is posed to the victim.

The ASB Service will also ask for consent in cases when the victim/witness wishes for another person to liaise with the team on their behalf.

16. Equality and Diversity.

The Equality Act 2010 provides people with a protected characteristic protection from direct or indirect discrimination, harassment or victimisation. This policy is designed to be inclusive, regardless of protected characteristics. The service provided is designed to meet a range of different needs of those who use our service and those whom action may be taken against.

When considering and taking legal action against anyone involved in ASB or introducing a Public Space Protection Order, the Council will ensure that it complies with its Public Sector Equality Duty. The Officer dealing with the case will carry out an Equality Act Assessment to demonstrate, amongst other things, that any protected characteristic the perpetrator(s) may have, whether they have any support services in place and whether the proposed action is a proportionate means of achieving a legitimate aim has been taken into consideration by the council and to ensure that the legal action proposed is a proportionate, reasonable and appropriate response to the ASB and Hate committed.

17. Legal Framework.

This policy has been informed by the legal and regulatory framework for tackling ASB and Hate Incidents, including:

- Anti-Social Behaviour Act 2003
- Anti-Social Crime and Policing Act 2014
- Housing Act 1985
- Housing Act 1996
- Crime and Disorder Act 1998
- Equality Act 2010
- Human Rights Act 1998
- General Data Protection Regulation (GDPR) 2016

- Data Protection Act 2018
- Social Housing (Regulation) Act 2023
- Regulatory for Social Housing - Consumer Standards
- Local Government Act 2000

Equality Impact Assessment (EqIA)

For advice on this document please contact Clare Muir on 72119 or email Clare.Muir@reading.gov.uk.

Please contact the Project Management Office at pmo@reading.gov.uk for advice and/or support to complete this form from a project perspective.

Name of policy to be assessed: Anti-Social Behaviour and Hate Policy
Directorate: DCASC
Service: Community Partnerships Service, Housing & Communities,

Name: Jo Middlemass
Job Title: Community Partnerships Service Manager
Date of assessment: 1st May 2025

Scope your proposal

- **What changes are you proposing?**
-

This is a refresh of the ASB Policy that was introduced in 2021. Since the implementation of the current Policy, several changes have occurred, both locally and at a national level that have required the Policy to be reviewed and refreshed. Changes include a workforce review undertaken by the Community Partnerships Service in 2023 which resulted in a realignment of resources, the introduction of Reading's Community Safety Partnership (CSP) Strategy, which identified a priority relating to ASB and Hate and the introduction of the Regulator of Social Housing and its consumer standards and inspection regime.

This Policy covers all aspects of ASB and Hate dealt with by the Council's Community Partnerships Service and also fulfils the statutory requirement for social landlords to develop and publish an ASB Policy. Alongside this requirement, it is seen as good practice to have in place a robust policy to address ASB and Hate and it should be seen as a mechanism to assure residents that as a Council, we take ASB and Hate incidents seriously and provide a foundation to ensure that residents do not feel reluctant or afraid to report these issues to us

- **Who will benefit from this proposal and how?**

All residents living within the Borough regardless of their background, as well as businesses and other organisations operating in the Borough will benefit from the policy as will clearly sets how the Council's approach to tackling ASB and Hate which falls under the remit of the Housing and Communities Service as well as the support that will be provided to victims.

- **What outcomes does the change aim to achieve and for whom?**

Whilst the amendments in the main are minor, they have strengthened the Council's victim centred approach to dealing with ASB and Hate incidents and set out a service learning and improvement model which provides a more robust approach to making sure ASB and Hate is being responded to in line with the associated procedures and that there is an increase in positive outcomes for victims and communities affected.

-
- **Who are the main stakeholders and what do they want?**
-

Residents

Businesses

Visitors to Reading

Residents have told us in Reading's Community Safety Survey and through community engagement events that ASB and Hate are issues of concern and that they want swift resolutions to these issues when they occur and to feel safe.

Assess whether an EqlA is Relevant

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

- **Do you have evidence or reason to believe that some groups may be affected differently than others (due to race, disability, sex, gender, sexuality, age, religious belief or due to belonging to the Armed Forces community or care experience)? Make reference to the known demographic profile of the service user group, your monitoring information, research, national data/reports etc.**

No

There are no expected negative impacts of the policy, as its primary objective is to provide residents with fair accessible access to improved services, regardless of their circumstances. It highlights an individualised approach that considers individuals' and households' needs as well as the support they require or in offering sign posting to more appropriate services.

- **Is there already public concern about potentially discriminatory practices/impact or could there be? Make reference to your complaints, consultation, feedback, media reports locally/nationally.**

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:

There are no expected negative impacts of the policy, as its primary objective is to provide residents with fair accessible access to improved services, regardless of their circumstances. It highlights an individualised approach that considers individuals' and households' needs as well as the support they require or in offering sign posting to more appropriate services.

The updated Policy will ensure that the ASB Service is actively promoted and accessible to everyone within Reading with the aim to make it easy for anyone to report incidents, providing a variety of ways to report. It has also been strengthened with more emphasis on dealing with hate incidents and maintains that issues of hate are responded to within 1 working day.

There is an emphasis on victim support and ensuring that support for victims is based on the needs of the victim.

An Equalities Impact Assessment is completed for each case referred to the Council's legal team for enforcement action.

Appendix 3: Policy Change Log.

Number	Section	Description of changes made/proposed
1.	Introduction	Moved Community Right to Review from section 14 to section 9 to be more visible and accessible for customers
2.	All	Where 'ASB Team' is mentioned, changed to ASB Service
3.	3 (Tackling ASB)	Include a paragraph explaining the role of the RSH.
4.	4 (definition of ASB)	Move Categories of ASB to section 4 from section 5 (delivering an ASB service)
5.	4 (definition of ASB)	Expanded to add definitions of specific ASB types such as Noise and Hate Crime.
6.	4 (definition of ASB)	Expanded to include table of what the ASB service will and will not investigate in line with tenant factsheet.
7.	4 (definition of ASB)	Added sub section 4.1 to include noise nuisance. Define a statutory noise nuisance in line with what is on RBC website currently. Being clear what is investigated by ASB and not investigated by ASB under the policy and definitions.
8.	4 (definition of ASB)	Added sub section 4.2 to include specific definition of Hate Crime. Definition taken from RBC website. Influenced by C1 Housing provider of their approach being zero tolerant for hate Crime.
9.	5 (delivering an ASB service in Reading)	Add The Safer Public Realm Team into the section
10.	5 (delivering an ASB service in Reading)	Add a paragraph to explain our approach for privately rented cases
11.	7 (ASB Case management)	The policy refers to the ASB procedure, therefore I have included the table of initial response times from the procedure to provide more accountability.
12.	7 (ASB Case Management)	Stage 4 – interventions – inclusion of CPW & CPNs
13.	8 (Victim & Witness Support)	Added more points to emphasise more victim focused approach.
14.	9 (ASB Case Review)	Reflected change of name of process following changes made in 2023. Added section of what the threshold is for a case review and what no action means – taken from CSP procedure. Added a paragraph from C1 housing provider, which was

		victim focused but managed expectations.
15.	4 & 5 (Definitions of ASB and Hate Crime)	Move Hate Crime into its own section and rephrase to reflect Hate Incidents
16.	9 (victim & Witness Support)	Change section name from victim & witness support to victim support and service standards. Delete the points from section 13 in previous service standards section.
17.	13 (service standards)	Change section to measuring success and service improvement
18.	8 (case management)	Include flow chart for easy read of the 6 stages in our case management
19.	13 (measuring success & service improvement)	Points made around how we measure success on our cases and how we improve our service.
20.	12 (Reporting ASB)	Included paragraph on persistent and unreasonable reports and action could be taken. Added a line to advise if not satisfied with the service they received, they have the right to complain.
21.	Throughout document	Included Hate when making reference to ASB activity and ref to ASB & Hate procedure
22.	6 (Our approach)	Added tenant responsibilities when reporting ASB and behaving in line with tenancy agreement (need input from tenant services)

Housing, Neighbourhoods and Leisure Committee

09 July 2025



Reading
Borough Council
Working better with you

Title	Playing Pitch Strategy 2021 – 2036: Progress Update
Purpose of the report	To note the report for information
Report status	Public report
Report author	Ben Stanesby, Active Leisure Manager
Lead Councillor	Cllr Adele Barnett-Ward
Corporate priority	Thriving Communities
Recommendations	<p>That Committee notes:</p> <ol style="list-style-type: none"> 1. The ongoing implementation of the Playing Pitch Strategy leading to year on year improvements in provision including converting some adult football pitches to junior pitches at Cintra Park. 2. The demand for cricket pitches will be revisited with the Berkshire Cricket Foundation as squares are reopened over the next 3 years as demand may change as more local facilities become available. 3. That sports other than cricket and football will continue to be accommodated in existing provision in and around Reading.

1. Executive Summary

- 1.1. The Playing Pitch Strategy (PPS) was approved by Committee in 2021 and identifies expected changes through to 2036 to meet demand for certain pitch based sports. The Council committed to endeavour to provide sufficient sports pitches, subject to available funding, to accommodate the predicted demand up to 2036 for Football, Cricket, Rugby, Hockey, Lacrosse, Gaelic Football and Australian Rules Football.
- 1.2. Football is by far the sport played by the greatest number of participants, with circa 284 teams based in Reading. Football played by female players continues to see the largest growth.
- 1.3. Demand for football pitches fluctuates from year to year and small changes are being proposed to the format of youth football, including the introduction of 3v3 football for the youngest age group and extending the age group playing 9v9 by a year to under 12s.
- 1.4. The changes in demand for pitches (number and sizes) over the 15 year life of the strategy are not linear. The supply of pitches has been tailored to meet the demand that is being experienced and expected in the forthcoming season. Space for pitches is retained where current demand is less than is anticipated in the longer term. Changes made and progress made in delivering the strategy are identified in Appendix 1.
- 1.5. The Football Association (FA) and Football Foundation (FF) have undertaken consultation with local clubs over the last 12 months to assess likely future demand. This is being used alongside feedback from bookings and interaction with leagues and clubs to guide plans.
- 1.6. The implementation of the Playing Pitch Strategy is being delivered as anticipated, some highlights are listed below:

- **All Sports Pitches:**

A recommendation within the Playing Pitch Strategy was that provision for each of the sports addressed within the Strategy be protected. The local plan and proposed revisions continue to provide this.

- **Cricket**

There the demand and supply for Cricket needs re-assessing over the next 3 years with Berkshire Cricket Foundation (BCF). Current supply is not meeting demand. It is hoped to reintroduce 2 squares into Reading in the next 3 years. We will work with BCF to monitor demand and funding opportunities to improve/extend facilities.

A new artificial wicket has been installed this year in Cintra Park along with training facilities

- **Football**

Provision is broadly meeting demand with pitch sizes being amended to meet the needs of different age ranges.

Funding agreements are being pursued from the Football Foundation and Football Association (FA) at Clayfield Copse.

The Pavilion is to be improved at Whitley Wood Recreation Ground in summer 2025, part-funded by the UK government through the UK Shared Prosperity Fund.

A letting opportunity to become a “home” venue has been advertised at Cintra Park and bids are being evaluated.

The Artificial Turf Pitch (ATP) at Rivermead has been refurbished.

The Local Football Facilities Plan is being updated and aligns with the PPS which will support clubs access funding to build ATP’s subject to RBC support and permission. The development of new facilities takes several years to develop.

We continue to work with the FA to ensure provision matches need and to assess pitch quality

- **Gaelic Football, Aussie Rules, Hockey and Lacross**

Pitches supply within the borough matches needs identified in PPS.

- 1.7. The actions required within the PPS are identified in more detail in appendix 1 along with progress made in implementing the recommendations.

2. Policy Context

- 2.1. The playing pitch strategy was adopted in November 2021 and a 3 yearly review of the action plan has been undertaken.
- 2.2. The Football Association and Football Foundation undertake a regular review of grassroot football facilities by local authority area, which includes consultation with the Council, local clubs and leagues to update the Local Football Facilities Plan through which funding is made available, such as being pursued at Clayfield Copse. This includes capital funding for Artificial Turf Pitches, improvements to changing facilities and grass pitches as well as revenue funding to improve the maintenance and quality of pitches.
- 2.3. The adoption of the Playing Pitch Strategy coincided with the commencement of the contract with GLL investing in and better matching sport and leisure provision with local need. The investment into leisure facilities is contributing to the delivery of the Playing Pitch Strategy and between these pieces of work is:
 - Promoting more equal communities in Reading
 - Contributing to Reading’s economic success over the strategy lifetime.
 - Improving the environmental performance of facilities and reducing Carbon use.

- Increasing participation in physical activity and improving health.
- Matching facilities and resources to future needs.

2.5 The revised Local Plan continues to protect both sports provision and the open space on which they are hosted.

3. Delivery of the Playing Pitch Strategy 2021 – 2024.

3.1. The Play Pitch Strategy (PPS) addresses provision of existing sports pitches, the anticipated future need for sports pitches, and opportunities for new provision. The initial PPS should be reviewed every three years through to 2036. The sports facilities assessed are:

- Football
- Cricket
- Rugby Union
- Hockey
- Artificial pitches
- Provision for Gaelic Football, Australian Rules Football and Lacrosse.

3.2. The total number of pitches required in 2036 for different sports or sizes for age ranges has not been recalculated within this update, as it's unlikely the demand has changed significantly enough since the original calculations, to justify the expense of recalculation. The FA have identified changes to the format of youth football being introduced over the next 2 years or so. This is likely to include introduction of 3v3 games for a younger age group and extending 9v9 games for an extra year and is likely to increase demand. However, it is estimated there is capacity to meet this increased demand over the next 3 to 6 years based on the calculations used to produce the 2036 estimates.

Football

3.3. Teams are often comprised from players that come from both within Reading and outside the borough boundary. This being a similar picture for clubs identifying themselves inside or outside the borough. The following information on Clubs and teams in Reading is a useful guide to the size of the sport. There are 284 teams affiliated to the FA reporting as Reading teams:

- 51 Adult male teams
- 7 Adult female teams
- 119 Youth male teams
- 18 Youth female teams
- 89 Mini-soccer team

The majority of teams are members of the 7 largest clubs in Reading, who are also carry accreditation with the FA relating to coaching, safeguarding and Club capacity.

- Caversham AFC*** - 58 teams
- Caversham Treants FC*** - 43 teams
- Reading City FC** - 26 teams
- South Reading FC* - 21 teams
- Eldon Celtic Juniors* - 20 teams
- Procision FC** - 19 teams
- Centre Skills* - 15 teams

Represents England Football One Star (*) Two Star (**) or Three Star (***) Accreditation level.

Data Source: The FA Whole Game System.

- 3.4. Female football continues to be the fastest growing sector of football. Tilehurst Panthers, a female club, play predominantly just outside the borough, but the membership spans the Borough border and are being supported to look for appropriate facilities within the Borough.
- 3.5. The PPS estimated the number of pitches of different sizes required based upon the predicted changes in participation rates and population. The expected changes in the format of games for young people is likely to reduce the number of youth pitches required (under 12s playing 11v11) but increase the number of junior pitches required (under 11s playing 9v9).
- 3.6. The estimated number of pitches required by 2036 does not mean this is the number needed in the years leading up to this point. Making grass pitches available each year reflects the feedback from leagues and larger clubs and experience from the previous seasons' bookings and expected changes the following year.
- 3.7. As we move into the second half of the PPS lifespan the validity of the 2036 targets will be easier to assess and some changes to the target provision may be necessary. In the meantime provision will be amended reflecting local experience in the previous seasons' bookings.
- 3.8. In summary, the following changes in football pitch provision from 2020 to 2024 have occurred:

- Adult pitches - have risen by 2 to 29 as more were provided at non-Council run sites (at the University and the Atrium).
- Youth pitches – have risen by 2 to 20, the provision of pitches has increased within Council sites offsetting the loss at non-Council run sites.
- Junior pitches – increased by 1 through an increase at a non- Council site

A breakdown by site is provided in the table in Appendix 2

- 3.9. A number of the adult pitches on Council sites have remained fallow this year, but can be brought back into use if needed, subject to investment in ancillary facilities. Not all the adult pitches are the maximum size and are used by both adults and older youths. The sharing of pitches by a wide range of ages results in age groups using pitches that are too large will be phased out, which is a key target of the FA.
- 3.10. It is expected that there will be an increase in the need for junior pitches. The increase in the number of adult pitches will allow conversion of some to youth or junior pitches.
- 3.11. While there is an apparent under provision of artificial turf pitches, unmet demand is being in part accommodated on grass pitches. However, grass pitches do not support use from dusk onwards.
- 3.12. The Football Foundation has released funding (Home Advantage Programme) to improve pitches and ancillary facilities. This will both increase the carrying capacity of pitches and fund changes to pavilions to accommodate both male and female teams. The Council and Caversham AFC have been included in the programme. Following completion of the first phase of this Programme with Caversham AFC, other Reading clubs will be encouraged to apply to this scheme. This will allow the clubs to both undertake improvements to pitches and pavilions but also become more financially sustainable and be able to increase and widen memberships.
- 3.13. Work is due to be carried out at Whitley Wood Rec pavilion part funded by the UK government through the UK Shared Prosperity Fund. This will secure the long-term future of the building and enable South Reading Football Club to plan longer term, build membership, better cater for both male and female football and also potentially provide

changing facilities to support cricket being played in the summer should funding to provide cricket facilities be identified and secured.

3.14. Opportunities to build capacity and sustainability of other clubs will be sought with the FA with a view to accessing funding, improving sites and financial sustainability of clubs.

3.15. More detail of changes at individual sites is provided at in Appendix 1

Cricket

3.16. A large proportion of the demand for cricket in Reading is exported to neighbouring local authorities, due to the lack of squares, including the closure of the wickets at Caversham Park (BBC) and the University. Unfortunately, the Council does not have the equipment to maintain cricket squares itself and it is not economically sustainable. As cricket is introduced the Council will work with clubs to facilitate self management and maintenance of facilities. There has not been an update on the number of Reading residents participating in Cricket since the adoption of the PPS, as this data is not readily available. The assessment from Berkshire Cricket Foundation is there is unmet demand and the Council will work with the Foundation to incrementally make more facilities available, as funding allows.

3.17. The table below illustrates how cricket provision in the Borough has changed over the last 3 years. There are currently four RBC managed sites in the Borough which offer community use (in italics). In addition, Cintra Park is available to be brought back into use.

Wickets provided in Reading

Location	Pitch Type	Available in 2021	Available in 2024
<i>Coley Recreation Ground</i>	<i>1 non-turf</i>	1 non-turf	1 non-turf
<i>Kensington Park</i>	<i>1 non-turf</i>	1 non-turf	1 non-turf
<i>Palmer Park</i>	<i>1 non-turf</i>	1 non-turf	1 non-turf
Cintra Park	6 grass (Not in Use)	6 grass (Not in Use)	1 non-turf 6 grass (not in use) Needs re-instatement
BBC Caversham	6 grass (Not in use)	6 grass (Not in Use)	Awaiting result of planning / developments
Ibis Club (Atrium)	8 grass 1 non-turf	8 grass 1 non-turf	8 grass
University of Reading	10 grass 1 non-turf	10 grass 1 non-turf	10 grass (Not in Use) 1 non-turf
Leighton Park School (limited community use)	10 grass	10 grass	10 grass
Reading School (limited community use)	11 grass	11 grass	11 grass 1 non-turf
Total	51 grass 5 non-turf	51 grass (39 in use, 12 not available) 5 non-turf	45 grass (29 in use, 16 not in use) 6 non-turf
Target grass wickets -30	Wickets at school sites have limited availability, when used for school activity they will need resting before reuse. This means the supply identified above is not meeting need. Likely		

Leighton Park and Reading Schools may need omitting from community supply calculation.
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3.18. The PPS identified the following actions:

- a. Bring Cintra Park cricket wickets back into use.
- b. If vandalism continues to Kensington Road artificial wicket, funding will be sought to replace this at nearby Prospect Park
- c. Work with Berkshire Cricket to identify future opportunities to increase and enhance facilities
- d. Work with Berkshire Cricket to bring disused wickets back into use, protect provisions and replace BBC Caversham wickets
- e. Work with England Cricket Board (ECB) to identify other potential sites that may be brought into use if demand increased.

3.19. The following actions have been taken or are underway

- a. Options to bring Cintra Park back into a use as a Cricket centre were explored with local organisations in 2022/23. Unfortunately, it was not possible to find a financially viable model. The Council is evaluating community bids to bring back into use the cricket facilities, the pavilion and continue use of the existing football pitches. It is hoped that a multi club and or dual sport use, cricket and football, can be delivered. The Council will also work with tenants and the Berkshire Cricket Foundation to seek funding to bring the cricket square back into use. In the mean-time a new artificial wicket has been installed.
- b. The artificial wicket is in use at Kensington Road and a move to Prospect Park was not needed.
- c. Discussions with Berkshire Cricket foundation do occur and opportunities to reintroduce cricket at another site will be included in an updated agreement with South Reading Football Club at Whitley Wood Recreation Ground.
- d. Provision to fund replacement wickets for those lost at BBC Caversham are part of the planning process for the BBC site.
- e. Discussions with Berkshire Cricket Foundation are occurring, and further opportunities will be sought following on from actions identified in points c and d above. This will also include identifying how to quantify demand from within Reading to update the actions identified in 3.19. Also see point 3.22 below.
- f. In addition, should the Cricket at the University be permanently lost replacement will need to be sought.

3.20. The PPS identified it was likely the supply of wickets was constraining demand resulting in an underestimation of wickets needed. In addition, the wickets at school sites have limited ability to be used for community activity as each wicket can only be used a limited number of times a season. For these reasons it's likely more wickets than originally identified will be needed. It is therefore proposed that the Council's main focus will be on increasing the number wickets/tables available with partner clubs and reviewing the impact of this on supply and demand with BCF. For the 2028 update an updated estimate on demand and required supply will be produced.

Rugby

3.21. The PPS identified three clubs playing just outside Reading but with players being drawn from across the Borough. These clubs continue to operate unchanged. It also identified that a site to the west of Reading be identified to provide a rugby pitch in the future should a need arise.

- 3.22. The University continue to use their grounds to host their games and Reading Renegades are using capacity at Berkshire Sports Ground, Sonning Lane.
- 3.23. The PPS recommended that the Council identify a site that could be used to provide a rugby pitch should a need be identified by the local Governing Body. This may be provided by reconfiguring football pitches at Prospect Park if this is needed, but at present there is not a demand.

Hockey

- 3.24. The PPS identified that demand was being met by the provision of Artificial Pitches in Reading and that the hockey pitch at Rivermead should be converted from a sand based surface (needed for hockey) to a rubber crumb surface when next due for replacement. This was undertaken in 2024, the sand filled surface had not been used by hockey clubs for a number of years. The hockey pitches now available in Reading continue to meet demand.

Location	Pitches 2021	Pitches 2024
University of Reading*	1	1
Highdown School*	1	1
Leighton Park School*	1	1
Ranikhet Primary School*	1	1
The Abbey School*	1	1
Rivermead	1	0 (Converted to Rubber Crumb)

- 3.25. The PSS identified that Community Use agreements be explored at Highdown, Abbey and Leighton Park Schools. While no new agreements have been agreed community use continues at these sites as part of the schools' community letting policies.

Gaelic football, Australian rules football and lacrosse.

- 3.26. Gaelic Football and Australian Rules Football are both played within the Borough by single clubs on Council pitches. The provision of one pitch for each sport meets demand. This provision will be protected being on Council pitches
- 3.27. Lacrosse has moved from the Atrium to the John Madejski Academy school. The club have a partnership arrangement with and play at Reading University.

Artificial pitches

- 3.28. Artificial Turf Pitches (ATPs) provide a playing surface suitable for all weathers and for a variety of sports, commonly hockey and football. Their playing surface is more durable and can be in constant use with little impact on their condition. There are two main types of artificial turf surface:
- 1) A sand filled surface (ATP) which is suitable for hockey but cannot be used for competitive football.
 - 2) Artificial grass filled with rubber crumb, which is suitable for most sports, but not hockey. These can be termed third-generation (3G) or fourth-generation (4G). 3G and 4G are treated as interchangeable within the PPS
- 3.29. Since the PPS was adopted the changes in the provision is the conversion of the Artificial Turf Pitch at Rivermead from a sand filled surface to rubber crumb and the closure

of the dome (9v9) pitch at the Select Car Leasing stadium. The detail of the Artificial pitches provision is identified in appendix 3.

3.30. The FA and FF have produced an updated local football facilities plan. This addresses the need for additional football pitches and is in line with the PPS. The following locations were identified for new 3G pitches to best serve need.

- a. University of Reading / South Reading
- b. East Reading
- c. North of the River Thames
- d. Scours Lane

3.31. The actions are based upon firstly identified areas of need and then when a location can be identified, this triggers further developmental work. Below provides an update on the progress made on these actions.

- a. Section 106 planning gain funding was identified within the planning agreement relating to the developments at Select Car Leasing Stadium which may fund a new 3G ATP at South Reading Leisure Centre. Release of the funds is identified well into the development, governing the time table for a development at South Reading Leisure centre.
- b. A site has not come forward.
- c. A site has not come forward.
- d. The Local Football Facilities plan is expected to identify Reading City FC (aka Reading Town Scours Lane) as the location that is most likely to receive financial support. This site is managed by a strong community club.

4. Contribution to Strategic Aims

The council identifies 5 key themes within its new corporate plan, to which the playing pitch strategy contributes to all

4.1. Promote more Equal Communities in Reading

- The facilities and areas identified for improvement both within the PPS and plans produced by the Football Association identify areas of under provision such as female football and aim to make access and use of facilities more equal. In addition, conditions of funding and use specifically identify affordable access to local community above financial returns.
- In sports such as cricket new provision will be provided and used by sections of our community currently under-served.
- As part of the development of facilities, increasing the capacity of clubs to both look after and maximise their use will increase volunteering and participation in both physical and social activities. The improvement in this activity and network will increase cohesion, resilience and likely raise awareness of opportunities to individuals in both areas of affluence and deprivation. Many sports clubs are Locally Trusted Organisations and support children and young people, often from less affluent neighbourhoods, to be active through sport at a hyperlocal level.
- People playing leading roles in clubs often become role models and trusted members of the community helping those who would not otherwise feel able to access other council services, or similar to do so.
- Increasing participation by young people in physical activity with community organisations provides young people with a variety of role models and peers reducing likelihood to becoming involved in ASB or similar activities'

4.2. Secure Reading's Economic and Cultural Success

- Self-management of clubs' own facilities is likely to lead to local people being engaged to undertake both volunteering and paid work (local contractors). A strong local network developed around a local club will also support spending of local

money very locally with people and companies they know, retaining resource in the local economy.

- A variety of high-quality activity in improved local open spaces increases the local sense of satisfaction attracting and retaining skilled people in local areas.
- Thriving local clubs with diverse memberships promote cohesion and involvement in a wide variety of activities through a network of friends and peers developed within these clubs.

4.3. Deliver a sustainable and healthy environment and reduce Reading's carbon footprint

- The PPS identifies improvements to sports facilities and part of the work undertaken during these works is the improvement of the environmental performance of buildings and decarbonisation.
- The PPS aims to address barriers in terms of quality and availability of sports pitches to maximise the numbers of people participating in the sports provided for and increase participation in physical activity, a contributor to healthy lives.
- The strategy also aims to make best use of space for formal sports reducing the call on open space allowing other activities and uses to be accommodated

4.4. Safeguard and support the health and wellbeing of Reading's adults and children

- The strategy is focused upon matching provision of facilities to increasing demand and improving quality that will supporting increase participation in physical activity and deliver associated health benefits.
- Similarly, the increase in the reach of clubs, and the size of networks of people participating in clubs brings more people into contact with trusted community leaders helping access to support changing lifestyles.
- The affiliation of clubs that the Council works with to governing bodies means that appropriate safeguarding policies and process are in place aiding the protection of vulnerable people participating in club activities

4.5 Ensure Reading Borough Council is fit for the future

- The playing pitch strategy aims to match supply and demand over a 15 year period so changes can be planned in the medium term ensuring continuity of delivery, financial sustainability and meeting community need, as funds allow.

5. Environmental and Climate Implications

5.1. The Council declared a Climate Emergency at its meeting on 26 February 2019. Providing local facilities adjacent or within the communities using them will reduce travel and associated emissions.

5.2. Making maximum use of pitches, concentrating activity into smaller spaces will facilitate the use of grass space otherwise used for formal sport into other activity providing the opportunity for forms of mitigation.

5.3. No decisions and change in service delivery are being identified within this report, where significant changes are made for instance the changes to the ATP at Rivermead, the impact of the changes were considered within the decision-making process in developing the leisure facilities and letting of the Design, Build, Operate and Manage contract.

5.4. A full impact assessment will be undertaken as part of the decision-making process relating to any development of new facilities, such as installing a new lit ATP. There is no decision being made through this report.

6. Community Engagement

- 6.1. Throughout the process of managing pitches leagues and clubs are frequently engaged to ensure provision is being made to meet need and understand future demands. This has also included both the Local Football and Cricket Governing bodies.
- 6.2. The production of the Local Football Facilities Plan included consultation by the consultant working for the FA and FF with local clubs to estimate the medium-term change in demand for pitches. This has been used to test assumptions made for future provision.

7. Equality Implications

- 7.1. 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.
- 7.2. An EIA is not required for implementation for the recommendations identified within the Playing Pitch strategy set out in this report. Traditionally, grass pitches have supported infrastructure of limited size and quality and often struggle to accommodate both sexes and have limited accessible facilities. Where changes/improvements are proposed, use by both male and female participants will be supported. This is also a condition of funding from the FA and Football Foundation. By their nature, grass pitches have a limited ability to meet the needs of people with a physical disability, increasing the number and availability of ATP's better meets these needs.
- 7.3. New facilities will be subject to further assessment at the design stage of proposed development, but improvements in accessibility and support infrastructure will facilitate use by a growing range of users. This coupled with the redevelopment of indoor leisure facilities will provide a significant improvement in facilities provided to all communities.
- 7.4. The sports addressed within this strategy have traditionally been played by males. (Rugby, Football, Australian Rules Football, Gaelic Football and Cricket). However, this is changing and provision between now and 2036 is being made to promote use by both males and females, reflecting the increase in the number of female teams.

8. Other Relevant Considerations

- 8.1. None for this report.

9. Legal Implications

- 9.1. There are no Legal implications for this report, this report provides an update on the implementation of the playing pitch strategy and is neither decision making nor recommending change.
- 9.2. Where there is a change in service provision impacting upon spend this will be subject to a specific legal assessment.

10. Financial Implications

- 10.1. The majority of RBC owned / managed sites are leased to third-party groups. It is expected that joint funding applications will be made to external funders for required improvements in facilities.
- 10.2. The periodic review of pitches and accompanying ancillary provision may provide opportunity for the rationalisation of changing facilities or accessing funding with a partner club, at Victoria Recreation Ground for example, which would provide future savings. If in future assessments of provision any support infrastructure is found to be redundant there will be capital costs associated with its removal.

- 10.3. The development of ATPs will require external funding. As the proposals for the development of ATPs align to the Football Foundations' LFFP it is likely funding will come from the Football Association/Football Association and/or Capital Grant Funding. Once ATPs are developed all operating costs, including sink funding for refurbishment, will be covered by the income generated through ATP use.
- 10.4. Section 106 funding may be secured in relation to the re-provision of lost football facilities as result of the proposed development. Additionally, funding applications will be made as required to CIL and developer contributions will be sought to meet demand within localities of new developments, predominantly for match funding to support application to funding bodies.
- 10.5. There are no other direct financial implications from this report, the strategy is not requesting any additional funding from the council and maximising income generation in this area is examined separately through the budget setting process.
- 10.6. Steve MacDonald, Strategic Finance Business Partner, has cleared these Financial Implications.

11. Timetable for Implementation

- 11.1. The Duration of the Plan is through to 2036 with the next 3 year review taking place in 2028.

12. Background Papers

- 12.1. There are none.

Appendix 1 – Recommended site action plans from Strategy adoption to 2036

Site name/ownership	Strategy	Recommended Actions in PPS	Priority	Cost	2021 update	2025 Update
Cintra Recreation Ground	Protect	This site should be protected as a playing field site in the Local Plan unless better or equivalent facilities are provided.	1	Low	The adopted Local Plan protects all sports pitches within the Borough.	Complete
Cintra Recreation Ground (secured)	Enhance	Invest in cricket facilities to improve quality of pitches and pavilion and increase capacity of use on the cricket pitches. Move youth U13's 11v11 to correct size pitches.	1	Medium	Ongoing discussions with National Governing Body (NGB), local Cricket club and University of Reading regarding the reinstatement of Cricket. Bring cricket back and increase number of wickets, increasing capacity at Cintra Park. Consult with FA and Berkshire Youth Development League to agree provision of correctly sized pitches for their use.	The Council are currently evaluating community bids to use the Pavilion and grounds as a venue for cricket. Site now being used as a small sided soccer hub by Berkshire Youth Development League (BYDL) matching FA criteria
Clayfield Copse (secured)	Protect	This site should be protected as a playing field site in the Local Plan unless better or equivalent facilities are provided.	1	Low	The adopted Local Plan protects all sports pitches within the Borough.	Complete

Site name/ownership	Strategy	Recommended Actions in PPS	Priority	Cost	2021 update	2025 Update
Clayfield Copse (secured)	Enhance	Youth 11 v 11 pitches (2) increase quality from Standard to Good additional 2 match equivalent sessions. Poor facility and club keen to update. There is a need to refurbish changing facilities. Notices to reduce dog waste being left on pitches	1 1	Medium High	FA funding secured for pitch improvements and works are ongoing. Discussions taking place between the Council and AFC Caversham regarding lease negotiations. Refurbishment of facilities forms part of negotiation / future plan. Periodic campaigns will be undertaken as the problem reoccurs.	Caversham AFC and RBC been accepted into the Home Advantage programme to fund enhanced maintenance over prolonged period and improve Pavilion. This will provide both improved pitch quality, support use by both sexes and increase the capacity of the club to increase the social reach of the club.
Coley Recreation Ground (secured)	Protect	This site should be protected as a playing field site in the Local Plan unless better or equivalent facilities are provided.	1	Low	The adopted Local Plan protects all sports pitches within the Borough.	Complete
Coley Recreation Ground (secured)	Enhance	Need to improve changing rooms on site currently poor quality.	3	Medium	FA represented visited site and identified changing facilities as appropriate.	No Further action in short term
Coley Recreation Ground (secured)	Provide	Ensure games are played on correct sized pitches.	2	Low	Consult with FA and Berkshire Youth Development League to agree provision of correctly sized pitches for their use.	One pitch (larger) used by a very local club due to proximity although slightly small for Adult Football. Site also used by BYDL for Youth Football.

Site name/ownership	Strategy	Recommended Actions in PPS	Priority	Cost	2021 update	2025 Update
Coley Recreation Ground (secured)	Provide	Ensure games are played on correct sized pitches. The non-turf cricket pitch should be replaced or repaired and Last Man Stands promoted.	2 1	Medium	Funding will be sought to replace the cricket pitch at Coley Rec.	The Cricket wicket has not been replaced, priority to improve facilities elsewhere in the Borough, eg Cintra or Whitley Wood Rec.
Emmer Green (secured)	Protect	This site when built should be protected as a playing field site in the Local Plan unless better or equivalent facilities are provided.	1	Low	Liaise with home teams with aim to establish lease. The adopted Local Plan protects all sports pitches within the Borough.	Single pitch site means it's unattractive as a "home" leased venue
Mapledurham Playing Fields (secured)	Protect	This site should be protected as a playing field site in the Local Plan unless better or equivalent facilities are provided.	1	Low	The adopted Local Plan protects all sports pitches within the Borough.	Complete
Mapledurham Playing Fields (secured)	Provide	There is a need to provide the correct size football pitches for continued use by Caversham Trent FC if the Heights School is built and for	1	High	Investment in the sports turf at Mapledurham has been made to improve drainage and maintain / improve carrying capacity of site. Pitches will be provided in an appropriate	Correct size pitches provided. Licence for use of facilities to be agreed with Caversham Trents to regularise current arrangements and allow access to funding by the club

Site name/ownership	Strategy	Recommended Actions in PPS	Priority	Cost	2021 update	2025 Update
		sustainable use by the heights school. See requirements under Football scenarios.			size to the standard being played.	
Palmer Park (secured)	Protect	This site should be protected as a playing field site in the Local Plan unless better or equivalent facilities are provided.	1	Low	The adopted Local Plan protects all sports pitches within the Borough.	Complete
Palmer Park (secured)	Enhance	Configure site to ensure games are played on correct sized pitches	1	Low	Stadia pitch no longer in use, conflicting use with other stadia activity and non-conformance with FA regulations. There are four adult pitches here, which the youth league is not currently hiring.	Adult sized pitches are being used by adult teams
Palmer Park (secured)	Enhance	Need to ensure sink fund is in place to replace carpets and floodlights on 3G rubber crumb pitches and non-turf cricket pitch.	1	Medium	Maintenance of pitches in the long-term is being secured through the leisure contract.	Complete

Site name/owner ship	Strategy	Recommended Actions in PPS	Priority	Cost	2021 update	2025 Update
Palmer Park (secured)	Provide	Investigate if it is viable to reconfigure 3G pitches to meet central venue needs if required in the future and to be on the FA 3G Pitch Register and maintain its registration.	1	Medium	To be investigated with new leisure provider	Assessment made was that the existing arrangements will support greater use for informal use. No Change proposed. This will be revisited when the carpet is due for renewal and considering changes in FA youngest age group pitch format
Prospect Park (secured)	Protect	This site should be protected as a playing field site in the Local Plan unless better or equivalent facilities are provided.	1	Low	The adopted Local Plan protects all sports pitches within the Borough. A new family hub to be developed on site. Sufficient changing to accommodate three adult pitches will be maintained.	Complete
Prospect Park (secured)	Protect	Investigate if it is viable to reconfigure 3G pitches to meet central venue needs and to be on the FA 3G Pitch Register and maintain its registration.	1	Medium		Current layout to be maintained to accommodate current heavy use. Configuration of sand filled pitches (summer tennis/winter football will be revisited when carpet (sports surface) needs replacing
Prospect Park (secured)	Enhance	Need to ensure sink fund is in place to replace carpets and	2	Medium		Will need to be met from Council Capital when need arises. Currently unbudgeted for.

Site name/ownership	Strategy	Recommended Actions in PPS	Priority	Cost	2021 update	2025 Update
		floodlights on 3G pitches.				
Prospect Park (secured)	Enhance	Youth 11 v 11 (2) pitches – increase quality from Standard to Good additional 2 match equivalent sessions using off site developer contribution's or CIL.	1	Low	Increasing demand for 9 v 9 facilitated at Prospect Park reduces need for increased youth 11 v 11 provision. Identified demand indicated that standard quality pitch meets need.	No further action proposed in short term
Prospect Park (secured)	Enhance	Changing rooms are in need of refurbishing.	1-3	Medium	Building works due to be undertaken as family hub is developed. Condition of facilities to be reviewed at this time.	Changing rooms functional with work undertaken to domestic hot water system in last couple of years. Over provision of male showers and toilets. Reconfiguration may allow better space utilisation for other users. No work identified in the short term
Attrium (Ibis) Club (secured)	Protect	This site should be protected as a playing field site in the Local Plan unless better or equivalent facilities are provided	1	Low	The adopted Local Plan protects all sports pitches within the Borough. Site recently sold. Pitch re-provision to be sought if lost.	Alterations to changing rooms required to meet FA standards. Opportunities to expand sports provision may exist and will be explored as opportunities arise. Commercial decision for operator, RBC unable to influence.
Ibis Club (secured)	Enhance	Need to ensure sink fund is in place to replace carpets and floodlights on 3G pitches.	1 3	Low Low	N/A	Commercial decision for operator, RBC unable to influence.

Site name/owner ship	Strategy	Recommended Actions in PPS	Priority	Cost	2021 update	2025 Update
Ibis Club (secured)	Provide	Need to provide a non-turf practise net and or a mobile cage.	3	Low	N/A	Commercial decision for operator, RBC unable to influence
Rabson Recreation Ground	Protect	This site should be protected as a playing field site in the Local Plan unless better or equivalent facilities are provided.	1	Low	The adopted Local Plan protects all sports pitches within the Borough.	Complete
Rabson Recreation Ground / South Reading Leisure Centre		Ensure continual FA Registration for 3G pitch	1	Low	FA registration is ongoing	FA registration is ongoing
Rabson Recreation Ground / South Reading Leisure Centre	Enhance	Need to ensure sink fund is in place to replace carpets and floodlights on 3G pitches.	2	Medium	This will form part of wider considerations with the new development on site.	Provision for replacement has been made within the leisure contract.
Rabson Recreation Ground / South		Need to seek funding to refurbish changing facilities	2	Medium		Changing rooms serving the fields / ATP have been refurbished along with main team Change

Site name/ownership	Strategy	Recommended Actions in PPS	Priority	Cost	2021 update	2025 Update
Reading Leisure Centre						
Rabson Recreation Ground / South Reading Leisure Centre (Academy Sport Leisure Centre) (secured)	Provide	Provide teaching and other enhancements from Section 106 funding allocated to South Reading Leisure Centre and consider an additional 3G pitch.	2	High	N/A	<p>Dependant upon receipt of section 106 receipt from Select Car Leasing/Madjeski Stadium development</p> <p>Reading Football Club Community Trust now based on site using both facilities in the Sports Centre and Artificial turf providing teaching and social intervention.</p>
Whitley Wood (secured)	Protect	This site should be protected as a playing field site in the Local Plan unless better or equivalent facilities are provided.	1	Low	The adopted Local Plan protects all sports pitches within the Borough.	Complete
Whitley Wood (secured)	Enhance	Need to reduce number of youth 11 v 11 overplaying adult pitches. Consider pitches under FA Improvement Programme.	2	Low	Consult with FA and club to agree provision of correctly sized pitches for their use.	<p>Work is due to be undertaken to the Pavilion this year. This will include:</p> <ul style="list-style-type: none"> - changes to support use by both male and female players, - potentially accommodating cricket, - Roof replacement

Site name/ownership	Strategy	Recommended Actions in PPS	Priority	Cost	2021 update	2025 Update
Whitley Wood (secured)	Provide	Need to refurbish or replace existing changing facility	3	High	Funding secured and South Reading FC involved in early stages.	Associated with this is updating the lease the current tenant and updating pitch format/layout.
Select Car Leasing (Madejski)Stadium (unsecured use)	Protect	This site should be protected as a playing field site in the Local Plan unless better or equivalent facilities are provided. This provision is to be lost as part of redevelopment of Reading FC training facilities.	1	Low	The adopted Local Plan protects all sports pitches within the Borough. Ensure replacement facilities are provided.	Section 106 was secured for improvement to Sports facilities at South Reading as part of the Development. This will be paid part way through the developments adjacent to the stadium. The ATP on site is now closed. No timetable available or development at Stadium.
JMA Academy (unsecured)	Protect	This site should be protected as a playing field site in the Local Plan unless better or equivalent facilities are provided.	1	Low	The adopted Local Plan protects all sports pitches within the Borough.	Complete
		Ensure continual FA Registration for 3G pitch	1	Low		Registration in place

Site name/ownership	Strategy	Recommended Actions in PPS	Priority	Cost	2021 update	2025 Update
		Ensure Community use agreement is in place to protect community use currently and in the future.	1	Low		To be negotiated – will be addressed as and when a planning application for development on site made
JMA Academy (unsecured)	Enhance	Need to ensure sink fund is in place to replace carpets and floodlights on 3G pitches.	1	Medium	N/A	Decision for school management, Not within RBC influence
University of Reading Sports Park (unsecured use)	Protect	This site should be protected as a playing field site in the Local Plan unless better or equivalent facilities are provided.	1	Low	The adopted Local Plan protects all sports pitches within the Borough.	Site protected through Local Plan but Cricket not being provided on site leading to reduction in provision. If proposal received to develop area contribution to fund replacement facilities will be requested
		Need for a formal community use agreement to be put in place to safeguard current and future use by Sports Clubs and safeguard hockey club training, football, rugby and cricket.	1	Low		To be negotiated when any development proposals are made

Site name/ownership	Strategy	Recommended Actions in PPS	Priority	Cost	2021 update	2025 Update
University of Reading Sports Park (unsecured use)	Enhance	Need to ensure sink fund is in place to replace carpets and floodlights on 3G pitches and hockey ATP.	1 3	Medium Low	N/A	Commercial decision for University
University of Reading Sports Park (unsecured use)	Provide	Possibly provide access to rugby pitches if required by a community rugby sports club in the future.	3	Low	N/A	To be negotiated if needed
Christchurch Meadows (secured use)	Protect	This site should be protected as a playing field site in the Local Plan unless better or equivalent facilities are provided.	1	Low	The adopted Local Plan protects all sports pitches within the Borough.	Complete
Christchurch Meadows (secured use)	Provide	Bring this site back into use along with existing changing rooms. Youth 11 v 11 (1) pitch – Standard quality 2 match equivalent sessions.	3 3	Low	Site brought back into use for 2019/20 season for youth football. Seek a football club who wish to use pavilion and pitches as a home venue.	Site being used for Youth Football by Caversham AFC. Changing is not required for Youth Football but toilet/welfare space is. There is a public toilet on site, The home venue for Caversham AFC is Clayfield Copse

Site name/owner ship	Strategy	Recommended Actions in PPS	Priority	Cost	2021 update	2025 Update
		2 adult pitches reconfigured to youth 11 v 11 (Provide 'Standard' quality 4 match equivalent sessions)				See above and Pitches have been reconfigured
Victoria Recreation Ground (secured use). Leased to Reading Borough Council by Tilehurst Poor Charity	Protect	This site should be protected as a playing field site in the Local Plan unless better or equivalent facilities are provided.	1	Low	The adopted Local Plan protects all sports pitches within the Borough.	Current users Tilehurst Panthers are seeking funding/options to use this site as a home venue. Lease renewal with the Freeholding Charity to be negotiated
Victoria Recreation Ground (secured use). Leased to Reading Borough Council by Tilehurst Poor Charity	Enhance	Changing rooms require refurbishing	3	Low	Youth football on site, therefore no requirement for ancillary accommodation. Storage and toilets should be upgraded and life-expired changing facilities removed.	Tilehurst Panthers are looking to secure funding to replace the pavilion with welfare facilities subject to a new lease being agreed with freeholders and the Council being able/agreeing to sublet part of the site for welfare facilities. Old closed changing facilities need removing – built from converted shipping containers that have exceeded life expectancy.

Site name/ownership	Strategy	Recommended Actions in PPS	Priority	Cost	2021 update	2025 Update
Victoria Recreation Ground (secured use). Leased to Reading Borough Council by Tilehurst Poor Charity	Provide	Bring lapsed pitches back into use: Youth 11 v 11 (1) pitch – Standard quality 1 match equivalent sessions.	3	Low	Junior team based on site, site used to develop female football. Secure tenure and use as club home site.	Site being used by Tilehurst Panthers
Caversham Pak (unsecured use)	Protect	This site should be protected as a playing field site in the Local Plan unless better or equivalent facilities are provided.	1	Low	The adopted Local Plan protects all sports pitches within the Borough. If sports pitches are not re-provided on site, replacement provision will be required.	Proposals to re-provide Cricket are in latest plans
Caversham Pak (unsecured use, closed site)	Provide	Ensure continued provision of the football pitch and cricket square. Discuss with the owners how best to open up cricket for Saturday and Sunday Play and reconfigure the adult football pitch for youth 11 v 11 play.	2	Low	N/A	Agree community access as part of planning process

Site name/ownership	Strategy	Recommended Actions in PPS	Priority	Cost	2021 update	2025 Update
		This site should be protected as a playing field site in the Local Plan unless better or equivalent facilities are provided.	1	Low	The adopted Local Plan protects all sports pitches within the Borough. Community use continues however formal agreement to protect this use is still to be agreed.	Replacement cricket facilities to be secured on site.
Highdown School (unsecured use)	Protect	Need for a formal community use agreement to be put in place to safeguard current and future use by Sports Clubs and safeguard hockey club training.	1	Low		Will be negotiated as part of planning process if developments are proposed
Highdown School (unsecured use)	Enhance	Need to ensure sink fund is in place to replace carpets on hockey ATP.	1	Medium	N/A	Decision for School
Kings Meadow (secured use)	Protect	This site should be protected as a playing field site in the Local Plan unless better or equivalent facilities are provided.	1	Low	The adopted Local Plan protects all sports pitches within the Borough.	Complete
Kings Meadow	Provide	Raise quality from 'standard' quality to	2	Medium	Pitch improvements to take place as part of the	Frequent flooding and high water table make raising capacity of pitches on site poor

Site name/ownership	Strategy	Recommended Actions in PPS	Priority	Cost	2021 update	2025 Update
(secured use)		'good' quality to raise the capacity. Seek FA funding for improvements.			reinstatement of the park once current onsite contractor works have completed. Proximity to the Thames and high-water table limit ability to raise quality of pitch. In time additional capacity will need to be delivered through development of ATPs across the Borough.	investment due to frequency that they will be unavailable through winter due to high river water levels. Look to improve pitches elsewhere eg Cintra, Whitley Rec or Clayfield through football home advantage programme.
Crescent Road (unsecured use)	Protect	This site should be protected as a playing field site in the Local Plan unless better or equivalent facilities are provided.	1	Low	The adopted Local Plan protects all sports pitches within the Borough. Site managed by RBC education, who are maintaining dialogue between schools and community. Look to intensify use.	Complete
		Need for a formal community use agreement to be put in place to safeguard current and future use by Sports Clubs	1	Low		To be negotiated but complicated by multi ownership of the fields
	Provide	Raise quality from 'standard' quality to	2	Medium	A more detailed understanding of demand from adjacent schools to be	To be started

Site name/ownership	Strategy	Recommended Actions in PPS	Priority	Cost	2021 update	2025 Update
		'good' quality the capacity.			determined prior to planning pitch quality improvements.	
Kensington Road Recreation Ground (secured)	Protect	This site should be protected as a playing field site in the Local Plan unless better or equivalent facilities are provided.	1	Low	The adopted Local Plan protects all sports pitches within the Borough.	Complete
Kensington Road Recreation Ground (secured)	Enhance	Need to reduce number of youth 11 v 11 and junior 9 v 9 overplaying adult pitches.	1	Low	Junior pitches onsite support female' football development league. Ongoing discussions with community group regarding the renovation of the pavilion. Lower / suspended use throughout 2020/21 grass has re-established.	Scout group have leased the old pavilion and fundraising for improvements ongoing
		Need to improve grass coverage and stop dog fouling	1	Low	Periodic campaigns will be undertaken as the problem reoccurs.	Grass now well established
	Provide	Better improved use of the non-turf cricket pitch e.g. introduce Last Man Stands	2	Low	If vandalism continues to Kensington Road artificial wicket, funding will be sought to replace this at nearby Prospect Park.	On going monitoring of wicket in place

Site name/ownership	Strategy	Recommended Actions in PPS	Priority	Cost	2021 update	2025 Update
Prospect School (education – unsecured use, unavailable for use)	Protect	This site should be protected as a playing field site in the Local Plan unless better or equivalent facilities are provided.	1	Low	The adopted Local Plan protects all sports pitches within the Borough. Encourage school to follow FA advice on use of pitches.	Complete
Prospect School (education – unsecured use, unavailable for use)	Protect	Schools should not use 3G rubber crumb pitches for school matches unless they are on the FA Register.	1	Low		This is a decision for the Academy. Pitch believed to be of suitable quality/standard
Prospect School (education – unsecured use, unavailable for use)	Enhance	Need to ensure sink fund is in place to replace carpets and floodlights on 3G pitches.	1	Medium	N/A	Decision for School
Reading School (unsecured use)	Protect	This site should be protected as a playing field site in the Local Plan unless better or equivalent facilities	1	Low	The adopted Local Plan protects all sports pitches within the Borough.	Complete

Site name/ownership	Strategy	Recommended Actions in PPS	Priority	Cost	2021 update	2025 Update
		are provided.				
		The site requires a formal community use agreement to be put in place	1	Low		To be agreed if planning application made.
Reading Girls School (unsecured use)	Protect	This site should be protected as a playing field site in the Local Plan unless better or equivalent facilities are provided.	1	Low	The adopted Local Plan protects all sports pitches within the Borough.	Complete
		The site requires a formal community use agreement to be put in place	1	Low		To be agreed if planning application made.
Blessed Hugh Faringdon (unsecured use)	Provide	The changing rooms at this site are considered as poor quality.	2	High		No plans in place to address, not Priority 1
Blessed Hugh Faringdon (unsecured use,	Protect	This site should be protected as a playing field site in the Local Plan unless better or equivalent facilities	1	Low	The adopted Local Plan protects all sports pitches within the Borough.	Complete

Site name/ownership	Strategy	Recommended Actions in PPS	Priority	Cost	2021 update	2025 Update
unavailable for use)		are provided.				
Blessed Hugh Faringdon (unsecured use, unavailable for use)	Protect	Need to ensure community use agreement for use by Wokingham Cricket Club	1	Low		To be agreed if planning application made.
Blessed Hugh Faringdon (unsecured use, unavailable for use)	Enhance	Need to ensure sink fund is in place to replace carpets and floodlights on the hockey ATP.	1	Medium	N/A	Decision for the school
Leighton Park School (unsecured use, unavailable for use)	Protect	This site should be protected as a playing field site in the Local Plan unless better or equivalent facilities are provided.	1	Low	The adopted Local Plan protects all sports pitches within the Borough.	Complete
Leighton Park School (unsecured use, unavailable for use)	Enhance	Need to ensure sink fund is in place to replace carpets and floodlights on the hockey ATP.	N/A	N/A	N/A	Decision for the school

Site name/ownership	Strategy	Recommended Actions in PPS	Priority	Cost	2021 update	2025 Update
Leighton Park School (unsecured use, unavailable for use)	Provide	This site could be used as an overflow training pitch site if hockey membership were to outgrow the existing community hockey club pitch at the University of Reading Sports Park.	N/A	N/A	N/A	Complete
Ranikhet Primary School (unsecured use)	Protect	This site should be protected as a playing field site in the Local Plan unless better or equivalent facilities are provided.	1	Low	The adopted Local Plan protects all sports pitches within the Borough.	Complete
Ranikhet Primary School (unsecured use)	Enhance	Need to ensure sink fund is in place to replace carpets and floodlights on the hockey ATP.	1	Medium	Maintenance of pitches in the long-term is being secured through the leisure contract.	Decision for School
Ranikhet Primary School (unsecured use)	Provide	If there is funding to change the carpet at this site to 3G rubber crumb. Ensure that England Hockey and Sport England are consulted well in	2	Medium	N/A	No Proposal in place

Site name/ownership	Strategy	Recommended Actions in PPS	Priority	Cost	2021 update	2025 Update
		advance and agree with the change.				
Rivermead Leisure Centre (secured use)	Protect	This site should be protected as a playing field site in the Local Plan unless better or equivalent facilities are provided.	1	Low	The adopted Local Plan protects all sports pitches within the Borough.	Also protected by Leisure Contract, Complete
Rivermead Leisure Centre (secured use)	Enhance	Need to ensure sink fund is in place to replace carpets and floodlights on the hockey ATP	3	Low	N/A	Secured within Leisure Contract, Carpet just replaced
Rivermead Leisure Centre (secured use)	Provide	This site could provide additional competitive match play slots on a Saturday and Sunday if membership of Phoenix Ranelagh Hockey Club increases in the future.	3	Low	N/A	Hockey clubs moved from site a number of years ago. Surface changed to Rubber crumb in line with the playing pitch Strategy see para 3.8.3
The Abbey School (unsecured use)	Protect	This site should be protected as a playing field site in the Local Plan unless better or	1	Low	The adopted Local Plan protects all sports pitches within the Borough.	Complete

Site name/ownership	Strategy	Recommended Actions in PPS	Priority	Cost	2021 update	2025 Update
		equivalent facilities are provided.				
Scours Lane (secured)	Provide	The ground needs to be kept at the level of facilities required for Step 5 and Step 6 Football League requirements.	1	Medium	Currently leased to Reading Town FC. The club are committed to and are undertaking improvements to the pitch.	No Further action. However site likely to be identified as a preferred location for an ATP in the Local Football Facilities Plan which may support enhancement of the site, This would need to be led by the Club.
Scours Lane (secured)	Protect	This site should be protected as a playing field site in the Local Plan unless better or equivalent facilities are provided. This site is identified as a development site in the emerging new Reading Local Plan. Mitigation costs should be provided for the loss of this disused site towards improvements to increase capacity and bring youth 11 v 11 pitches back into use or improvements to ancillary facilities at Victoria Recreation Ground which is	1	Low	The adopted Local Plan protects all sports pitches within the Borough. There is not currently demand for sports facility provision here. However, this area of open space should be protected for informal sporting and recreational use.	Reading City (Successor to Reading Town) have reintroduced football to the main pitch. No Further action

Site name/ownership	Strategy	Recommended Actions in PPS	Priority	Cost	2021 update	2025 Update
		nearby. Alternatively owing to limitations on parking and insecurity of the site, Meadway Park should also be highlighted for potential investment and additional pitches.				
Downing Roads playing fields	Protect	This site has the potential to provide for cricket and football pitches in the future. This site should be protected as a playing field site in the Local Plan. Meadway Park should also be highlighted for potential investment to provide cricket and football pitches.	1 1	Low Low	The adopted Local Plan protects all sports pitches within the Borough.	The site is identified as potentially for development in the 2024 Local plan update along with reinvestment into green space locally to provide pitches. Options will be developed as and when proposals come forward for the site
The Wren School	Protect	The playing fields on this old school site should be protected as a playing field site in the Local Plan unless better or equivalent facilities	1	low	The adopted Local Plan protects all sports pitches within the Borough. 3G pitch has been built catering for youth football	Complete

Site name/ownership	Strategy	Recommended Actions in PPS	Priority	Cost	2021 update	2025 Update
		<p>are provided. If agreement is reached to provide a 3G rubber crumb pitch on this site or maintain natural turf grass pitches a formal community use agreement will be required as will registration of the pitch on the FA 3G pitch register and its continued registration.</p>				

Appendix 2 Changes in football pitch provision

Site	Managed by	Pitch Type	2020 pitches	2024 pitches	2036 pitches	2036 Target peak capacity
Blessed Hugh	Non-RBC	Adult	0	0	0	0
		Youth	1	1	1	2
		Junior	1	1	0	2
Caversham Park	Non-RBC	Adult	1	0	1	1
		Youth	0	0	0	0
		Junior	0	0	0	0
Christchurch Meadows	RBC	Adult	0	0	0	0
		Youth	2	2	2	4
		Junior	0	0	2	4
Cintra Park	RBC	Adult	2	0	2	2
		Youth	0	4	0	0
		Junior	0	0	0	0
Clayfield Copse	RBC	Adult	2	2	2	2
		Youth	2	2	2	4
		Junior	0	0	0	0
Coley Recreation	RBC	Adult	2	2	0	0
		Youth	0	0	2	3
		Junior	0	0	0	0
Crescent Road	RBC	Adult	0	0	0	0
		Youth	2	2	3	3
		Junior	5	5	2	4
Emmer Green	RBC	Adult	1	1	1	1
		Youth	0	0	0	0
		Junior	0	0	0	0
Highdown School	Non-RBC	Adult	0	0	0	0
		Youth	0	0	1	2
		Junior	1	3	0	0
Atrium (Ibis)	Non-RBC	Adult	0	3	0	2
		Youth	2	0	2	2
		Junior	2	0	2	2
Kensington Road	RBC	Adult	0	0	0	0
		Youth	0	0	0	0
		Junior	0	0	3	6
Kings Meadow	RBC	Adult	0	0	0	0
		Youth	0	0	0	0

Site	Managed by	Pitch Type	2020 pitches	2024 pitches	2036 pitches	2036 Target peak capacity
		Junior	6	6	6	14
Mapledurham	RBC	Adult	1	1	2	2
		Youth	4	4	3	7
		Junior	1	1	1	4
Palmer Park	RBC	Adult	<u>5</u>	<u>5</u>	<u>3</u>	3
		Youth	<u>0</u>	<u>0</u>	<u>1</u>	2
		Junior	<u>0</u>	<u>0</u>	<u>0</u>	0
Prospect Park	RBC	Adult	5	5	3	3
		Youth	0	0	1	2
		Junior	4	4	2	4
Prospect School	Non-RBC	Adult	0	0	0	0
		Youth	1	1	1	2
		Junior	1	1	0	0
Rabsons Recreation	RBC	Adult	4	4	2	2
		Youth	0	0	1	2
		Junior	1	1	2	4
Reading Girls School	Non-RBC	Adult	0	0	0	0
		Youth	3	3	3	6
		Junior	0	0	0	0
Reading School	Non-RBC	Adult	0	0	1	0
		Youth	3	3	3	6
		Junior	0	0	0	0
Scours Lane	Non-RBC	Adult	1	1	1	1
		Youth	0	0	0	0
		Junior	0	1	0	0
Whitley Wood	RBC	Adult	2	2	1	1
		Youth	0	0	1	2
		Junior	1	1	1	2
University of Reading	Non-RBC	Adult	1	3	1	1
		Youth	1	1	0	
		Junior	0	0	0	
Victoria Rec	RBC	Adult	0	0	0	
		Youth	0	0	0	6
		Junior	3	3	3	
Sub Total (RBC managed)	N/A	Adult	24	22	16	16
		Youth	10	14	16	35
		Junior	21	21	22	42
Sub Total (Non-	N/A	Adult	3	7	3	5

Site	Managed by	Pitch Type	2020 pitches	2024 pitches	2036 pitches	2036 Target peak capacity
RBC managed)		Youth	8	6	8	14
		Junior	5	6	2	4
Total		Adult	27	29 (+2)	19	21
		Youth	18	20 (+2)	24	49
		Junior	26	27 (+1)	24	46

2021 -2024 ATP / 3G Pitch Provision

Site	Pitch	Use	Number of pitches	Size of pitch
Rabsons Rec	3G Rubber Crumb	Football Adult 11 v 11	1	110×70
JMA*	3G Rubber Crumb	Football Adult 11 v 11	1	110×70
Prospect School*	3G Rubber Crumb	Football Youth 11 v 11	1	100×60
Madjeski Stadium*	3G Rubber Crumb (dome)	Football Junior 9 v 9 (now closed)	1	80×50
Palmer Park	3G Rubber Crumb	Training and recreational use	3	Small sided court (non-FA reg)
UoR*	3G Rubber Crumb	Football Mini 7 v 7	1	60×40
Prospect Park	Sand filled	Training and recreational use	1	Small sided court (non-FA reg)
Prospect Park	3G Rubber Crumb	Training and recreational use	5	Small sided court (non-FA reg)
Ibis*	3G Rubber Crumb	Football Mini 5 v 5	1	40×30
UoR*	3G Rubber Crumb	Football Mini 5 v 5	2	40×40
UoR*	ATP 110×70	Hockey	1	110×70
Highdown*	ATP 110 x 70	Hockey	1	110×70
Leighton Park*	ATP 110 x 70	Hockey	1	110×70
Ranikhet*	ATP 100 x 60	Hockey	1	100×60
Rivermead	ATP 100 x 60	Hockey (2021) Now football (2024)	1	100×60
Abbey*	ATP 110 x 70	Hockey	1	110×70

Site	Pitch	Use	Number of pitches	Size of pitch
The Wren School*	3G Rubber Crumb	Football Youth 11 v 11	1	100×60
Cintra Park	ATP	Training and recreational use	1	Small sided court (non-FA reg)

Appendix 3 2021 -2024 ATP / 3G Pitch Provision (Any change identified in bold)

Site	Pitch	Use	Number of pitches	Size of pitch
Rabsons Rec	3G Rubber Crumb	Football Adult 11 v 11	1	110×70
JMA*	3G Rubber Crumb	Football Adult 11 v 11	1	110×70
Prospect School*	3G Rubber Crumb	Football Youth 11 v 11	1	100×60
Madjeski Stadium*	3G Rubber Crumb (dome)	Football Junior 9 v 9 (now closed)	1	80×50
Palmer Park	3G Rubber Crumb	Training and recreational use	3	Small sided court (non-FA reg)
UoR*	3G Rubber Crumb	Football Mini 7 v 7	1	60×40
Prospect Park	Sand filled	Training and recreational use	1	Small sided court (non-FA reg)
Prospect Park	3G Rubber Crumb	Training and recreational use	5	Small sided court (non-FA reg)
Ibis*	3G Rubber Crumb	Football Mini 5 v 5	1	40×30
UoR*	3G Rubber Crumb	Football Mini 5 v 5	2	40×40
UoR*	ATP 110×70	Hockey	1	110×70
Highdown*	ATP 110 x 70	Hockey	1	110×70
Leighton Park*	ATP 110 x 70	Hockey	1	110×70
Ranikhet*	ATP 100 x 60	Hockey	1	100×60
Rivermead	ATP 100 x 60	Hockey (2021) Now football (2024)	1	100×60

Site	Pitch	Use	Number of pitches	Size of pitch
Abbey*	ATP 110 x 70	Hockey	1	110×70
The Wren School*	3G Rubber Crumb	Football Youth 11 v 11	1	100×60
Cintra Park	ATP	Training and recreational use	1	Small sided court (non-FA reg)