

Public Document Pack



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15 December 2020

Dear Councillor

NOTICE OF DELEGATED DECISION – (DD18 20) SOCIAL HOUSING MANAGEMENT POLICIES

Please find attached details of a decision taken by Mr Mike Davis, Strategic Director (Corporate Resources), to adopt a suite of policies associated with the management of the Council's social housing stock. This decision was taken on 28 September 2020.

The deadline for call-in of this decision is **10.00am on Monday, 21 December 2020.**

This decision was implemented on 1 October 2020.

Members of the public who require further information are asked to contact Kate Batty-Smith, Democratic Services Officer on 01304 872303 or by e-mail at democraticservices@dover.gov.uk.

Yours sincerely

A handwritten signature in black ink that reads "Kate Batty-Smith". Below the signature is a short horizontal line.

Democratic Services Officer

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1 **NOTICE OF DELEGATED DECISION - (DD18 20) SOCIAL HOUSING MANAGEMENT POLICIES** (Pages 2-73)

Decision Notice

Delegated Decision

Decision No:	DD18
Subject:	SOCIAL HOUSING MANAGEMENT POLICIES
Notification Date:	15 December 2020
Implementation Date:	1 October 2020
Decision taken by:	Mike Davis, Strategic Director (Corporate Resources)
Delegated Authority:	Decision of Cabinet dated 20 February 2020 (CAB 136 (e)) to delegate to the Strategic Director (Corporate Resources), in consultation with the Portfolio Holder for Housing and Health, the authority to take such decisions as may be necessary to facilitate the process of bringing the housing service in-house.
Decision Type:	Executive Key Decision
Call-In to Apply?	Yes (<i>call-in will expire at 10.00am on 21 December 2020</i>)
Classification:	Unrestricted

Reason for the Decision: Since 1 April 2011 Council-owned homes in the Dover District have been managed on the Council's behalf by East Kent Housing (EKH), an arms-length management organisation. On 20 February 2020 Cabinet gave authority for officers to end the agreement with EKH and to bring the service in house. On 1 October 2020 the service will return to Dover District Council and the Council is required to have a set of operating policies in place for core housing management functions.

Decision:

1. To receive and note the report.
2. Agree adoption of the attached housing management policies.
3. Delegate to the Head of Assets and Building Control and the Head of Housing authority to make minor amendments to policies to support efficient service delivery.

1. **Consideration and Alternatives** (*if applicable*)

1.1 See attached report.

2. **Any Conflicts of Interest Declared?**

2.2 None.

3. **Supporting Information** (*as applicable*)

3.1 See attached report.

Subject:	SOCIAL HOUSING MANAGEMENT POLICIES
Date of Decision:	28 September 2020
Decision to be taken by:	Mike Davis, Strategic Director (Corporate Resources)
Report of:	Louise Taylor, Head of Housing
Portfolio Holder:	Councillor Derek Murphy, Portfolio Holder for Housing and Health
Decision Type:	Key Decision
Delegated authority:	Decision of Cabinet dated 20 February 2020 (CAB 136 (e)) to delegate to the Strategic Director (Corporate Resources), in consultation with the Portfolio Holder for Housing and Health, the authority to take such decisions as may be necessary to facilitate the process of bringing the housing service in house.
Classification:	Unrestricted

Purpose of the report: Since 1 April 2011 Council-owned homes in the Dover District have been managed on the Council's behalf by East Kent Housing (EKH), an arms-length management organisation. On 20 February 2020 Cabinet gave authority for officers to end the agreement with EKH and to bring the service in house. On 1 October 2020 the service will return to Dover District Council and the Council is required to have a set of operating policies in place for core housing management functions.

Recommendation:

1. To receive and note the report.
2. Agree adoption of the attached housing management policies.
3. Delegate to the Head of Assets and Building Control and the Head of Housing authority to make minor amendments to policies to support efficient service delivery.

1. Summary

- 1.1 EKH has managed Dover District Council (DDC) housing stock under the terms of a management agreement dated 1 April 2011. On 20 February 2020 Cabinet confirmed its intention to withdraw from the contract with EKH and to bring the housing management service in house.
- 1.2 On 1 October 2020 the housing management service will return to DDC and operating policies need to be in place to underpin the delivery of a raft of core housing management functions. The proposed policies are attached as appendices and have been closely aligned to EKH policies which were widely consulted on with tenants and leaseholders.
- 1.3 The Council's legal service team, finance team, community safety team and environmental team have been consulted on the content of the policies and equality impact assessments completed for each. It is proposed that the attached policies be

adopted now and that when the service returns after 1 October 2020 they be reviewed fully as part of the ongoing management of the housing services policy framework.

2. Introduction and Background

- 2.1 In January 2011, the four councils of Canterbury City Council, Dover District Council, Folkestone & Hythe District Council and Thanet District Council established East Kent Housing Ltd (EKH) and, with effect from 1 April 2011 under section 27 of the Housing Act 1985, delegated the management of their housing stock to EKH.
- 2.2 On 20 February 2020 Cabinet confirmed its intention to withdraw from the contract with EKH and return the housing management service in house.
- 2.3 With effect from 1 October 2020 DDC will be required to have clear, transparent and published policies for a raft of housing management services and this report and appendices contain these.
- 2.4 The Regulator for Social Housing (RSH) has a regulatory framework within which all Social Housing landlords operate. Local Authorities are expected to meet fully the consumer standards of the framework. These require landlords to have clear policies and operating procedures to deal with among other things rent setting and income management, investigating and responding to complaints of anti-social behaviour, customer services, tenancy fraud and repair and maintenance. The following policies require adoption by the Council.

Housing Services Neighbour Nuisance and Anti-Social Behaviour Policy

As a stock-holding housing authority the Council has a responsibility to ensure that appropriate and effective action is taken in relation to neighbour nuisance and ASB involving Council tenants.

The attached policy clearly sets out the definition of ASB and how residents can report ASB to DDC Housing Services, where the perpetrator is a social housing tenant. The policy explains how reports of ASB are categorized and responded to. The Dover Residents Group have been consulted over the policy and their comments incorporated. Consultation has also taken place with the Community Safety Unit, the Environmental Protection Team and DDC Legal Department. Amendments have been made following consultation with these teams.

Housing Services Customer Alerts Policy

The Customer Alerts policy sets out how Housing Services will deal with tenants who are abusive or threatening to staff or contractors who are carrying out their daily work. It explains how staff can complete an incident form and use the Housing Management system to alert other staff members to someone who could pose a threat if they were due to carry out an office interview or home visit. The policy was consulted on with the Dover Tenants Group by EKH and changes to the policy made following recommendations by the legal department in respect of data protection and GDPR.

Housing Services Tenancy Fraud Policy

The Tenancy Fraud policy shows the different types of fraud that can affect social housing and encourages residents to report fraud that they believe to be taking place. Consultations have taken place with the Dover Tenant Group and DDC legal department.

Housing Services Rent-Setting and Income Recovery Policy

The rent setting and Income Recovery policy sets out how DDC will maximise the collection of income and work with tenants, voluntary organisations and debt advice agencies to coordinate the provision of welfare benefits and provide debt advice in order to help to reduce corporate debts. The Government rent setting policy sets out

the formula for rent setting based on relative property values and relative local earnings and Registered providers must comply in full, with all the requirements and expectations set out in the Regulator of Social Housing's Rent Standard. Consultation has been carried out with the Finance Department and Legal Team at DDC.

Housing Services Rechargeable Works and Services Policy

The Rechargeable Works and Services policy identifies what is considered rechargeable and sets out the circumstances in which DDC will recharge tenants in order to recover costs associated with the tenancy of a property or garage rental. Consultation has been carried out with the Finance and Legal Team at DDC.

Housing Services Debt Write-Off Policy

The Write Off Policy provides clarity and guidance on when it is no longer considered appropriate or cost effective to continue to attempt debt recovery. It provides the banding levels for the amount of debt that can be written off and falls in line with Civica write off threshold. It also states who has delegated authority to agree to the different thresholds for write off. Consultation has been carried out with the Finance and Legal Team at DDC.

Housing Services Pets in Council Accommodation Policy

The Pets Policy gives guidance to staff on how to deal with requests from tenants about keeping a pet. The policy explains that in some cases it will not be possible to have pets in properties where it is not suitable. The policy was written following guidelines from the RSPCA in respect of keeping animals in acceptable environment and surroundings. Consultation was carried out with the Dover Tenants Group and the legal team at DDC

Housing Services Disabled Adaptations Policy

Under section 8 of the Housing Act 1985 local housing authorities have a duty to consider housing conditions in their area and have regard to the particular needs of chronically sick and disabled persons. This includes the adaptation of Council-owned housing to meet the needs of disabled tenants.

Key aim of the policy is to standardise the process of managing disabled adaptations to homes managed by the Council to enable DDC to meet its duty to promote equality and eliminate discrimination by improving the lives of our disabled tenants.

3. Identification of Options

- A. Approve the proposed policies for adoption
- B. Approve the proposed policies with amendments
- C. Reject the proposed policies for adoption

4. Evaluation of Options

- 4.1 Option A: This is the preferred option as DDC needs to have policies in place for 1 October 2020. These policies will provide clarity for customers and officers regarding the appropriate standards and eligibility for services.
- 4.2 Option B: is not recommended as significant changes to the policies will call for further consultation with service users and other internal teams resulting inevitably in delay in the adoption of these policies.
- 4.3 Option C: is not recommended because it will mean the housing management service will be operating without a policy framework to support service delivery.

Resource Implications

- 4.4 It is not anticipated that the policies will have significant resource implications outside

of the HRA budgets already established for these services. While there are sometimes legal costs associated with related enforcement work these can be met from the HRA.

5. Climate Change and Environmental Implications

5.1 The Council's carbon neutral ambition has been taken into consideration and there are no known positive or negative impacts arising from this decision.

6. Corporate Implications

6.1 Comment from the Director of Finance (linked to the MTFP): The Head of Finance & Investment has been consulted on this report and has no further comment to add.

6.2 Comment from the Solicitor to the Council: The Head of Governance has been consulted during the preparation of this report and has no further comment to make.

6.3 Comment from the Equalities Officer: This report does not specifically highlight any equality implications, however in discharging their duties members are required to comply with the public sector equality duty as set out in Section 149 of the Equality Act 2010 <http://www.legislation.gov.uk/ukpga/2010/15/section/149>

6.4 Other Officers (as appropriate):

7. Background Papers

Appendices

- i. Housing Services Neighbour Nuisance and Anti-Social Behaviour Policy.
- ii. Housing Services Customer Alerts Policy
- iii. Housing Services Tenancy Fraud Policy
- iv. Housing Services Rent-Setting and Income Recovery Policy
- v. Housing Services Rechargeable Works and Services Policy
- vi. Housing Services Debt Write-Off Policy
- vii. Housing Services Pets in Council Accommodation Policy
- viii. Housing Services Disabled Adaptations Policy

Contact Officer: Verity Johnson, Housing Manager (tenancy and client services)
verity.johnson@dover.gov.uk



Housing Services Neighbour Nuisance and Anti-Social Behaviour Policy 2020

1. Introduction

1.1 Dover District Council, believe that you have a right to live in an environment that allows you to enjoy your home and community. We recognise that anti-social behaviour (ASB) caused by a minority of tenants can be disruptive and distressing for neighbours, damage the sustainability of communities and adversely affect our ability to let our properties.

1.2 This policy sets out how the Housing Service tackles the approach of dealing with Neighbour Nuisance and Anti-Social Behaviour (ASB) for tenants living in DDC social housing properties. If your complaint is not about a DDC social housing tenant, then this policy will not apply.

1.3 There is also a customer alerts policy which covers incidents where tenants or their household members are abusive towards staff or contractors.

1.4 Wherever possible we will focus on preventative measures and early informal interventions and warnings to avoid the escalation of ASB. When necessary we will take enforcement action which will be measured, reasonable and proportionate, based on the available evidence.

1.5 We expect our tenants, members of their family, including children or visitors to their home to show consideration and toleration for their neighbours and the wider community.

1.6 In our response to investigating ASB, DDC will take a victim centred approach. We recognise we cannot tackle ASB amongst our tenants without the support and assistance of other internal departments and external agencies, therefore we will continue to place importance on, and enhance our working relationships with partner organisations sharing information whenever possible to support our case investigation.

2. Aims and the purpose of this policy -

2.1 Through our policy we aim to-:

- send a strong message to our tenants that ASB is unacceptable
- try to reduce both the incidence and fear of ASB through preventative work
- Use early informal intervention and warnings whenever possible to avoid ASB escalating;
- Encourage residents to take responsibility for their own lives and communities, and to try to resolve their own problems in a reasonable manner;
- encourage tolerance of, and respect for, others in the community;
- make it easy for people to report ASB;



- be clear about how we will manage ASB cases and be transparent about our decision-making processes;
- provide clear expectations to complainants and alleged perpetrators

3. Policy context and legislative requirements

3.1 The Council have a range of legal powers to help us deal with ASB. These powers are contained in the Housing Acts of 1985 and 1996, the Anti-Social Behaviour Act 2003, the Anti-Social Behaviour, Crime and Policing Act 2014 and the Environmental Protection Act 1990.

3.2 The tenancy agreement clearly sets out the standard of behaviour expected of tenants. The conditions related to Neighbour Nuisance and ASB are referred to in detail when a new tenant signs their tenancy agreement and new tenants are advised that should they or their relatives/visitors cause a nuisance to those living in the local area they may put their tenancy at risk.

3.3 DDC will also take into account our responsibilities under the Human Rights Act 1998 and Equality Act 2010.

3.4 In serious cases of ASB, DDC may rely on the powers set out in the Housing Act 1985 (as amended by the Anti-Social behaviour Crime and Policing Act 2014) to obtain possession of a property using the absolute ground for possession. Our use of these powers will be limited to the most serious cases and where we consider this to be a justifiable and proportionate response to the problem.

4. What is anti social behaviour?

4.1 DDC have adopted the definition of ASB used in Section 2 of the Antisocial Behaviour Crime and Policing Act 2014- : Which states Antisocial behaviour means –

(a) Conduct that has caused or is likely to cause, harassment, alarm or distress to any person.

(b) Conduct capable of causing nuisance (b) or annoyance to a person in relation to that person's occupation of residential premises, or

(c) Conduct capable of causing housing-related nuisance or annoyance to any person.

DDC prioritize our response to reported ASB and the list below (which is not limited to) contains some examples of behaviours falling into each category.

4.2 Category A

- Serious and violent incident involving person or property
- Intimidation and harassment
- Hate behaviour that targets members of identified groups because of their perceived difference e.g. racial harassment.



4.3 Category B

- Using or threatening to use housing accommodation to manufacture, supply or sell drugs, or for other unlawful purposes.
- Threatening or abusive behaviour
- Excessive noise nuisance.

4.4 Category C

The fouling of public areas, graffiti (unless it is a racist or obscene) fly tipping, nuisance vehicles

Excessively untidy Gardens

Noisy Animals

5. What is not considered to be Anti-Social Behaviour?

5.1 DDC will not investigate normal behaviour occurring at unusual times because of different working patterns, one off parties, where there is no evidence the incident will reoccur, smoking or cooking odours or clashes of lifestyle due to cultural differences.

5.2 We accept people have different lifestyles and it is important that we are realistic when advising complainants what we can and cannot do in relation to a complaint of ASB or neighbour nuisance.

5.3 Not all inconsiderate behaviour by neighbours is antisocial behaviour. Noises that arise out of the ordinary and reasonable use of a property are not breaches of tenancy and will not be subject to enforcement action.

5.4 Below are examples of issues which may upset or disturb people, and which are unlikely to be dealt with as ASB are:-

- Babies crying;
- Children playing (including balls games- unless they are being played in a communal area and causing a nuisance)
- Cooking smells;
- Doors and drawers being shut;
- Dishwashers, hoovers, tumble dryers, washing machines and or other household appliances;
- Dropping of objects/moving of furniture
- General talking/ Heavy footfalls (people walking on floors or upstairs);
- Flushing toilets and running water;



- Lights switches being turned on and off;
- Loud talking or laughing;
- One-off or isolated incidents e.g. a party or an argument or altercation;
- People carrying out DIY jobs at unreasonable hours of the day.
- Family disputes
- Families arguing and shouting between themselves. (unless you suspect there is domestic abuse taking place in which case this should be reported to the police)
- Sexual noises,
- Shift workers leaving home.
- Occasional slamming of doors
- Where there is no breach in the tenancy i.e.: people staring or being inconsiderate.
- Noise transference due to poor sound insulation.

This list may, from time to time include other low- level nuisance issues.

6. Complaints that DDC Housing Management may not be the lead investigator of.

6.1 There are some types of complaints that while we recognise may constitute ASB or neighbour nuisance we may not be the lead investigator of. These are-;

- Complaints about tenants of another housing provider, a private tenant or owner occupier;
- Environmental issues such as abandoned cars, bonfires and fly tipping.
- Harassment and intimidation;
- Hate crime;
- Highways related matters including parking illegally or inconsiderately on land outside of a tenancy boundary;
- Illegal or immoral activity;
- Hoax calls to emergency services;
- Threatening behaviour and verbal abuse;
- Violence to person
- CCTV related nuisance
- Drug dealing
- Smoking cannabis
- Safeguarding or welfare concerns

6.2 When incidents of this type are reported to DDC we will provide advice and signposting to the agency best placed to investigate these allegations and work with partner agencies where required, to support resolution of these issues. Where a clear breach of tenancy has been proven by a partner agency, DDC may rely on this and consider taking tenancy enforcement action.



7. Our expectations of tenants

7.1 Tenancy agreements are the legally binding contracts that tenants and their landlords sign and which sets out the terms and conditions for both parties. Our tenancy agreement and lease contain clauses on ASB. These clauses make clear to residents what type of behaviour they are responsible for and what type of behaviour is not acceptable. Tenants are responsible for the behaviour of those who live with them and their visitors, this includes children and pets.

7.2 We will make clear to complainants from the outset whether what they are reporting to us as ASB is something that we can realistically and appropriately investigate. We will clarify our position if it is unlikely, we can effectively investigate the matter if other statutory bodies are unwilling to support it. If this is the case, an explanation will be given as to why, and alternatives for how the complainant could deal with the issue themselves will be offered.

7.3 We expect complainants to take responsibility for minor personal disputes with their neighbours and we will offer advice on how to approach their neighbour in the first instance.

7.4 In cases where it has been identified that there is a housing-related neighbour dispute, and both parties are willing to engage to reach a resolution, the Housing Officer will determine whether a referral to an independent mediation scheme would be appropriate.

7.5 We will be clear with complainants if we feel another agency would be better placed to investigate their issue, for example the Police or Kent Highways. We will provide advice on what agency would be more appropriate and provide their contact information, but we would expect complainants to liaise directly with those agencies thereafter.

8. Preventative work

8.1 DDC recognises that one of the most effective ways to tackle ASB is to take preventative and supportive measures to discourage ASB from occurring in the first place. DDC take a range of preventative measures including:-

- allocating properties in accordance with the allocations and lettings policies
- Using Introductory Tenancies, where applicable, to take action when a new tenant breaches the conditions of their new introductory tenancy agreement
- Explaining the clauses about ASB in the tenancy agreement to new tenants before they sign their tenancy agreement.
- Providing and publicising information on what constitutes ASB
- Providing information on what a tenant can do to combat ASB and what we can and cannot do to help
- To target resources to improve the layout and environment on the estates we manage
- Co-operating and working with Multi Agency Partnerships



9. Early intervention and warnings to help resolve ASB

9.1 In some cases, ASB can be resolved using early warnings and interventions.

These interventions include but are not limited to:-

- Written or verbal warnings
- Joint visits with the Police or other agency representatives
- Prompt action for repairs as a result of anti- social behaviour e.g. the removal of graffiti
- Referral to Environmental Health to investigate a statutory nuisance
- Referral to the Mediation Service
- Community Protection Warnings/Community Protection Notices
- Acceptable Behaviour Agreements
- Support for vulnerable alleged perpetrators on a case by case basis
- Extension of Introductory and Starter Tenancies, where applicable.
- Multi agency partnership working

10. Enforcement action

10.1 We may consider taking legal action to address ASB if other interventions and warnings have failed. However, in the case of ASB which endangers life or property we will consider if immediate legal action is necessary. Any legal action taken will be considered on the grounds of proportionality and will consider a perpetrator's capacity as well as issues raised under the Human Rights Act 1998 and Equality Act 2010.

10.2 We may consider applying to the County Court for an injunction. Depending on the severity of the behaviour, this could be with/without notice; with/without power of arrest and with/without an exclusion order. Where we wish to apply for an injunction affecting someone under the age of 18, we will apply via the Youth Courts and will consult with Youth Offending Teams (YOT) and other agencies as appropriate, prior to the application of an injunction. Where possible we will seek to make an order for positive requirements, encouraging the perpetrator to remedy their behaviours. Positive requirements will be considered on a case by case basis and may be subject to availability of additional services in the area.

10.3 We may take formal legal action when other informal interventions to tackle ASB have failed or where the incident is so serious there has been a danger to life or property, where applicable and appropriate, we will apply to court for a possession order. In some circumstances, an ASB case may meet the threshold for an application to court for a possession order on the absolute grounds. In order to apply for possession on the absolute grounds, one of the following must apply.

- Been convicted of a serious offence
- Been found guilty of a breach of ASB injunction
- Been convicted of a breach of their Criminal Behaviour Order
- Had their property be subject to a Closure Order
- Been convicted of an offence of breach of their Abatement Notice



11. Reporting anti-social behaviour

11.1 Tenants and others can report anti-social behaviour to DDC:

- In person at one of our offices or during a scheduled visit by a member of our staff.
- By telephone: 01304 821199
- Online using our ASB reporting form on the DDC website at www.dover.gov.uk

11.2 We believe that anyone reporting ASB plays a key role in its successful management. Complainants are expected to co-operate with reasonable requests to assist DDC to progress reports of ASB. This may mean agreeing to self-resolution actions, keeping to appointments, keeping records of incidents or taking part in mediation. We may not be able to take further action to resolve the ASB without reasonable cooperation from complainants which may include complainants providing witness statements and/or attending court.

12. How will DDC respond to complaints of ASB.

12.1 When we open a case, we will always assess the severity of the behaviour (risk to complainant) and will use the following categories;

- Category A) we will respond to the complainant in 2 working day
- Category B) we will respond to the complainant in 4 working days
- Category C) we will respond to the complainant in 10 working days

12.2 When opening a case, we will always contact the complainants to discuss. We will always complete an action plan, in agreement with the complainant, to contain what we will do (and what complainants will do) to resolve the issue, and within what timescales.

12.3 We will retain clear records of all ASB cases for the purposes of evidence gathering, monitoring and quality checks. All records will be kept electronically and will be kept up to date. The Housing Services Manager will review all cases of ASB regularly to ensure compliance with policy and procedure and to ensure positive progress in case management, including regular contact with the complainant

12.4 In emergencies and where the incident involves serious threats, physical violence or hate crime we will advise you to make urgent contact with the police to report this and to access immediate support.

12.5 If a complaint does not constitute ASB or falls outside of our remit as a landlord, we will contact the complainant and advise them of our reasons for not investigating their allegation. Where DDC will not be the lead investigator of a complaint our officers may, if appropriate signpost the complainant to other services or agencies who may be able to assist or to other sources of information which may be of help to them. If a complainant disagrees with a decision not to accept a complaint or they have additional information that has not yet been considered, they can ask for the decision not to investigate to be reconsidered.



13. Support for Complainants.

13.1 We encourage and support complainants and others affected by ASB to continue to live at home and work with us to resolve the problem, rather than to move away from the problem. We will agree an action plan with the complainant and keep them and any witnesses informed of the progress of the case, which will include timescales for action.

13.2 If required, we will review security measures for witnesses and ensure that they are well prepared for court. We may provide transport to court, an escort at court and follow up support if necessary.

14. Support for Perpetrators.

14.1 We recognise the potential for vulnerable people who are the perpetrators of ASB to also be the victims of ASB because of the abusive and exploitive behaviour of others. In these cases, we will make appropriate safeguarding referrals and referrals to support agencies where we cannot provide support ourselves. We will work with other agencies such as mental health teams, drug action teams and community- based organisations, to try to establish support packages for both victims and vulnerable perpetrators before any formal tenancy enforcement action is considered. Where feasible and applicable, we will seek to include positive requirements within any ASB injunction applications.

14.2 Please also see the DDC safeguarding policy on the Council website ww.dover.gov.uk/

15. Training

15.1 DDC officers are trained to investigate and manage cases of ASB and all our staff have access to the up to date policies and procedures for managing ASB. We will not tolerate abuse towards our employees, resident representatives or voluntary workers and will take action in accordance with our ASB and customer alerts policy against anybody who directs abuse against our employees, resident representatives or voluntary workers.

16. How to make a complaint

16.1 If you are unhappy with the way that a case has been handled you can make a complaint by phoning 01304 872322 or email complaints@dover.gov.uk. Your complaint will be investigated by an independent complaints officer who was not involved with the handling of your case.

17. Community Trigger

17.1 The Community Trigger is a process which allows members of the public to ask their local Community Safety Partnership to review responses to incidents of anti-social behaviour.

17.2 The Trigger has been introduced to help ensure that agencies are working together to resolve incidents of anti-social behaviour that are affecting residents' quality of life. Once a community trigger has been raised DDC will appropriately share information between agencies, to review the actions that have been taken and use available resources to try and



reach a solution and make recommendations that will hopefully prevent the situation from reoccurring.

17.3 The Trigger does not replace the existing complaints procedures of DDC or an ability to complain, when appropriate, to the Local Government Ombudsman or Independent Police Complaints Commission.

18. Hate Crime

18.1 If someone is being bullied, harassed or abused because of age, race, religion, disability, sexuality or gender identity then it can be reported via the independent Hate Crime Reporting line on www.report-it.org.uk or phone the police on 101 or 999 in case of an emergency.

19. Confidentiality

19.1 DDC officers will deal with complaints of ASB in confidence and with discretion and sensitivity.

19.2 Our policy is not to accept anonymous complaints, however, in exceptional circumstances, where the reported nuisance is extreme, can be evidenced, and is deemed to be having a significant effect on others in the community, we will investigate as appropriate. If someone is making a complaint on behalf of another person, we will require that person's authorisation to proceed with investigating the complaint.

20. Information sharing and data protection

20.1 Dover District Council is a Data Controller under GDPR and are therefore required to process and protect personal data in line with data protection legislation.

20.2 We seek the complainant's permission prior to the disclosure of information to other parties. This includes the other party, legal representatives or any other interested party. We will share information provided to us without explicit consent, if it is required to prevent and detect crime or there is a serious safeguarding concern.

20.3 We process personal data in compliance with data protection legislation including the Data Protection Act 2018 & General Data Protection Regulation 2016. All processing of personal data will be done so in line with the data protection principles and where appropriate the necessary exemption applied.

20.4 Full details of how we store and use personal information about our customers can be found on our web site and in our privacy statement at www.dover.gov.uk/privacy this will also contain contact information If you have any questions or require assistance from the data protection/information governance team.



20.5 We may share information about both complainants and alleged perpetrators in the following circumstances:

- Section 115 of the Crime and Disorder Act 1998 allows DDC and its partners to share information for the purpose of preventing and detecting crime and disorder.
- DDC will share information in accordance with the Kent and Medway Information Sharing Agreement. DDC has signed up to this agreement, which sets out:
 - What information is going to be shared
 - What powers in law give the ability to share information
 - How information is going to be shared
 - Who the partners to the agreements are; and
 - **Any necessary security requirements**

20.6 One off sharing under the Kent and Medway Information Sharing Agreement will require the completion of the KMISA Record of Sharing form which can be obtained from the Data Protection Team.

20.7 For further information on our data protection compliance please view our Data Protection Policy here at <https://www.dover.gov.uk/Corporate-Information/PDF/Data-Protection-Policy.pdf>

21. Case closure

21.1 When considering whether it is appropriate to close an investigation, the housing officer will take into account the following factors.

- whether the anti-social behaviour has ceased
- If another partner agency is leading on the investigation and intervention.
- Whether a lack of evidence from a witness(es) prevents further action being considered
- Whether intervention in the form of mediation has assisted in resolving matters
- Where there are several parties involved, making counter allegations with no independent witnesses to the incident(s)

22. Guidance for staff

22.1 DDC is committed to:

- Ensuring its staff are aware of the importance of dealing with reports of incidents of ASB quickly and effectively and provide complainants with practical help, advice, information and support ensuring new staff are aware of and understand the ASB policy and procedure as part of the induction process ensuring staff can prioritise complaints
- being clear about the standards expected of staff and ensuring they have the confidence and knowledge to investigate incidents and reports of ASB supporting staff and encouraging learning to understand the legislation and powers available to tackle anti-social behaviour



- ensuring staff are sensitive to issues of diversity, sustainability and homelessness.
- doing what we say we will do and not making promises we cannot keep
- respecting the confidentiality of all our tenants and leaseholders

23. Monitoring and review

23.1 Monitoring is necessary to ensure that DDC delivers the aims and objectives set out in this policy. DDC employs a range of mechanisms to report, monitor and review our ASB service including benchmarking performance against other organisations in the South East.

23.2 DDC will regularly monitor its performance on ASB and publish this information.

23.3 This policy will be reviewed annually, to address any changes in legislation, regulatory powers, best practice or operational issues.



Customer Alerts Policy

1. Introduction

1.1 Staff at Dover District Council are trained to make reasonable allowances for a customer's behaviour, and we all accept that people under stress, or who are feeling angry or upset, may react in an abusive or aggressive way to the person with whom they are dealing.

However, there are a small number of cases where the nature and/or behaviour of the customer is so abusive and/or unreasonable that, even after making allowances for the cause of their behaviour, it is deemed inappropriate and unacceptable.

2. Aims of this policy

This policy will:

2.1 Help support the framework within which DDC manages the risks to our staff in order to enable them to carry out their roles safely.

2.2 Ensure that clear guidelines are in place for dealing with information, lawfully shared with us, that gives cause for concern about a customer.

2.3 Ensure that all customers who are considered to pose a threat to staff or others are flagged within our housing management system with a customer alert and given an appropriate status.

2.4 Ensure that those customers who are subject to this policy are informed of their status and the reasons for our decision, given the opportunity to have this decision reviewed and advised of the possible consequences to the service delivery.

2.5 Ensure that all records carrying a customer alert are reviewed every year and any information held that is considered out of date or not relevant is removed from our housing management systems.

2.6 Establish a system of recommended responses to the customer alerts that may include alternative working arrangements, e.g. officers to visit in pairs.

3. Definitions

3.1 The definitions provided in this policy are intended as a guide and not as a conclusive list. The actual assessment of risk ratings will be based on the customers' circumstances and a consideration of all available information lawfully provided to us.

3.2 For the purpose of this policy the term 'staff' includes directly employed members of our staff, contractors and relevant partner agencies. The term 'customer' means the resident of the property whether a tenant or leaseholder or any other known occupants or regular visitors or individuals accessing any of our services

4. Defining unacceptable behaviour.

4.1 DDC treat as abusive or threatening behaviour, any action taken by a customer that seeks to harass, verbally abuse or otherwise intimidate our staff. This can include the use of foul or inappropriate language, using offensive, sexist or racist language, placing offensive posts on social media which name staff, and which could include unauthorised or edited filming, recordings or photographs of staff. DDC will also treat as offensive; comments made by others to the original post where it contains inappropriate language, or offensive, sexist or racist language against DDC or its staff

This might include:

- Using threatening, offensive or foul language on the telephone
- Using threatening, offensive or foul language face to face
- Sending multiple threatening or offensive emails
- Leaving multiple threatening or offensive voicemails
- Using offensive or threatening posts on social networks
- Filming and or recording without permission and/or editing film/photographs of staff
- Making post on social media, online forums and websites and allowing offensive comments by others.
- Behaving aggressively towards an officer and leading them to believe that they may be subjected to a physical assault.

5. Dealing with abusive and threatening behaviour

5.1 During telephone calls

In situations where the language and content of telephone calls made by a customer to a member of staff becomes abusive or threatening, it is acceptable for that

member of staff to terminate the telephone conversation. In all cases the member of staff should remain polite and, wherever possible provide the customer with the opportunity to modify their behaviour, by informing the customer that unless they do so, the call will be terminated.

If a call needs to be terminated as a result of the customer's conduct, a file record must be kept, and your line Manager should be informed. In extreme cases, for example where there are direct and credible threats made during the call, the Manager may decide to refer this to the police.

5.2 Face to face meetings

The personal safety of DDC staff is of paramount importance and if, during face to face meetings, a customer's behaviour becomes aggressive, abusive, or they display high levels of distress, the meeting should be brought to an end as quickly as possible.

The decision to end a meeting should, if possible, be explained clearly and politely, so that the customer does not feel that they are being dismissed or their enquiry ignored. Unless it is clearly inappropriate to do so, they should also be informed that it may be possible to continue the conversation at a future meeting when they are less distressed.

Where a meeting is terminated because of the conduct of the customer, a note of the incident must be made, and the matter brought to the attention of the line Manager. In extreme cases, for example, where there are direct and credible threats or where there is an actual or near miss incident the Manager should be advised, and the matter may be passed to the police.

5.3 In correspondence

Staff in receipt of abusive or threatening correspondence need not reply, other than to acknowledge its receipt. All such correspondence should be brought to the attention of the line Manager.

The Manager will review the case and may decide to respond to the customer explaining that the tone of their correspondence is unacceptable, and that no further correspondence will be entered into unless the customer amends their tone. In extreme cases, for example, where there are direct and credible threats, this correspondence may be passed to the police.

5.4 On social media profiles managed by Dover District Council

DDC aims to respond to all negative social media posts made on our corporate accounts within 24 hours or less. Any social media posts containing expletives, personal attacks/threats, personal details including name, address and contact details and/or racial slurs against our staff or others will be removed immediately and the abuse reported to the social media organisation. The person concerned will be contacted and asked to refrain from posting abusive comments.

5.5 Posts on other social media users accounts

Posts which contain abusive or threatening behaviour made on public pages or groups will be reported through the social media report methods, and where it is known, the resident will be contacted and asked to remove the post either in full (if required) or to remove the details referring to a member of staff. This action will be taken as soon as the post has been reported to the Communications Team.

Sometimes it isn't possible to view posts on social media users' private pages. However, if we become aware that private posts are being made that are derogatory or threatening to staff and we have the evidence to support this, we will investigate and based upon our findings we may:

- Report this immediately to the social media provider using their own report abuse protocols
- If we can attribute the post to a contactable/traceable person we will contact that person and ask them to refrain from doing this again.

To ensure the above is possible, we would ask that any evidence of offensive posts be sent to the Communications Officer and relevant Manager to investigate.

6. Responding to incidents of aggressive/abusive or intimidating behaviour

6.1 In all cases where the behaviour of an identifiable customer has been interpreted as abusive and or threatening towards a member of staff, their line Manager will contact the customer to explain why their behaviour is causing concern and ask them to modify their behaviour. The Manager will explain the actions that DDC may take if the behaviour does not change. A standard letter is available on request.

6.2 Where the behaviour is so extreme that it threatens the immediate safety and welfare of staff, DDC will consider other options, for example reporting the matter to the police or taking legal action. In such cases, we may not give the customer warning of that action.

6.3 In situations where there is a credible threat to staff safety, the Manager will report this to the police and alert the member of staff of the threat, if they are not already aware of it.

6.4 In situations where the member of staff who is the subject of the abusive/threatening behaviour is away from the office, attempts will be made to contact them by telephone or social media to alert them to the situation. This is particularly important given that many staff live locally and could inadvertently meet the customer.

6.5 An incident risk assessment will be completed, and the Customer Service team asked to place a customer alert on the account with recommendations for future contact arrangements.

6.6 DDC will adopt a risk-based approach when applying alerts to customer records and in all cases a risk assessment will be completed at the point at which an alert is added to a record.

6.7 The risk assessment is used to determine whether incidents or behaviour warrant an alert, the level of risk an individual poses and what action would be proportionate to mitigate any risk.

6.8 Recommendations about future management of each customer will be made based on perceived risk, identified through the risk assessment, as below.

Level 1 - Low risk. Unpredictable behaviour causing fear of an assault or uneasiness. Staff are encouraged to listen to their 'gut instinct'.

Examples of behaviour or of disclosed information that MAY attract a level 1 customer alert include:

- a) Aggressive and threatening personal comments about staff members made by telephone, letter, email or using social media.
- b) Abusive behaviour which seeks to harass, verbally abuse or otherwise intimidate staff or others e.g. neighbours. This can include the use of foul or inappropriate language or the use of offensive and racist language.
- c) Known substance misuse where there is evidence that the abuse of the substance can result in changes in behaviour that may pose a risk to staff.
- d) Known needle stick risk in property. This reflects the risk of needles being disposed of improperly even where the use of needles is for a legitimate purpose.
- e) Vexatious and malicious complaints/allegations.

Level 2 - Medium risk. Abusive behaviour, including threats of physical violence

Examples of behaviour or of disclosed information that MAY attract a level 2 customer alert include:

- a) Threatening behaviour including personal threats to harm. This may include serious threats issued by the subject towards neighbours or officers in other agencies.
- b) Previous unspent convictions for violent and sexual offences disclosed by the customer, Police or Probation services. These include: Common Assault and Sexual Assault (where there is no violence involved).
- c) Having been identified by another agency as presenting a risk to staff (and we can substantiate that information as being accurate).
- d) Displaying behaviour that may indicate a mental health problem which we consider could be a potential risk to staff safety

Level 3 - High risk. Actual or attempted physical assault

Examples of behaviour or of disclosed information that MAY attract a level 3 customer alert include:

a) Specific incidents of violence or attempted violence demonstrated by the subject towards staff, neighbours, contractors or officers working for other agencies (where this can be substantiated).

b) Disclosed previous unspent convictions for serious violent and sexual offences. These include:

- Sexual assault
- Assault with intent
- Actual bodily harm
- Grievous bodily harm
- Knife and firearm offences.

(This is not an exhaustive list and further offences could be considered for inclusion at the discretion of a Manager.)

c) Sex or violent offenders on release from prison where the offender management unit suggest this.

d) Where advised by the Police and/or Probation Service that a customer is a risk to members of staff and members of the public and is the subject of ongoing monitoring.

e) Suspected involvement in organised crime gangs (information provided by the Police) and not knowing who will be at the property if a member of staff carries out a home visit.

f) Previous unspent convictions for other serious criminal offences involving serious violence and/or the use of offensive weapons, knives and firearms.

7. Restricting contact from abusive and/or threatening customers

7.1 The restrictions that may be put in place for contact must be proportionate and justifiable but may include:

- a) Accepting telephone calls only through a third party e.g. solicitor, councillor or friend acting on their behalf
- b) Not accepting telephone calls from the customer, requiring them to correspond by letter or email
- c) Restricting access to our offices except by appointment
- d) Requiring contact to take place with one named member of staff only
- e) Restricting telephone calls to specified days/times/duration
- f) Requiring any personal contact to take place in the presence of an appropriate witness
- g) Stopping or restricting, posting on the DDC social media sites

In the most serious of cases, where there is evidence of harassment of staff during their work, action for possession or injunctive relief may be sought.

8. Case management

8.1 In all cases where a customer alert is to be applied to an account, the line manager of the individual reporting an incident will discuss the case with that officer and complete a risk assessment. The risk assessment considers both the 'Severity of Incident' and the 'Future Risk' that the customer poses.

8.2 Where Information is provided by an external source during or prior to the commencement of tenancy, the nominated Manager will decide if the information meets the customer alert criteria and complete a risk assessment accordingly.

8.3 The severity of any incident or information disclosed will generally inform the level of customer alert given and may highlight potential risk of future incidents occurring. However, the incident should be considered in context so that incidents that meet the criteria for level 2 or 3 alerts could translate into a level 1 alert if the circumstances that led up the incident are unlikely to be repeated.

8.4 Managers will give reasons for their decision and indicate on the risk assessment any recommendations for future contact with the individual concerned. This may also include a record of any legal action that may be considered for breach of tenancy in relation to the incident(s).

8.5 The risk assessment should identify recommendations for future staff contact with the customer. This may include one or more of the following:

- No further home visits
- Visit in pairs
- Only male/female officers to attend
- Member of staff to be accompanied by a manager
- No face to face contact
- Contact only in writing
- Removal from all corporate social media sites and reports of abuse made

8.6 All copies of completed risk assessments and incident forms will be held securely and will be available to the customer on request. Customer alerts will be placed on the housing management system along with the level of customer alert and any recommendations for future case management.

8.7 In urgent situations where it is felt that there is a very real and credible threat to staff safety, an alert will be added to the account pending a full risk assessment.

9. Advising customers of their status and appeals

9.1 When a decision to place a customer alert on an account has been reached the line Manager of the officer reporting the incident (or the manager who is the recipient of information from an external source) will write to the customer concerned advising them that they or the condition of their property have been assessed as presenting a potential risk to members of staff and provide details of why this decision has been reached. This notification letter will be hand delivered to the property and a note made on the system to advise the time and date that the letter was delivered. This prevents denial of having received the alert notification letter.

9.2 The notification will offer the customer the right to appeal this decision within 14 days of receipt of the notification letter.

9.3 If an appeal is made, a manager, more senior than the one that made the original decision will review the case and the evidence used to support the decision to place a customer alert on an account. A decision whether to uphold or refuse the appeal will be sent to the customer within 14 days of the receipt of appeal.

9.4 In rare and exceptional circumstances, (e.g. where requested by the Police, Probation Service, or the service of a Court Order,) the customer will not be informed of the decision to identify them as a risk. DDC will exercise discretion in such cases and will fully document the reasons why this decision has been reached.

10. Review Arrangements

10.1 All customer alerts will be reviewed annually. The alert level will be reassessed and if the risk is considered to have been reduced, the incident that gave rise to the alert is no longer relevant or there is evidence that there is no longer an ongoing risk then the alert on the customer's account will be removed

10.2 Where there is a reduced level of risk to members of staff, then the reviewing Manager will consider whether it is appropriate to reduce the customer alert level. The Manager will also review the Recommended Control Measures and Contact Measures to confirm whether these are still proportionate to the risk posed by the customer, including members of their household or visitors to their property.

10.3 Customer alerts are attached to customer details on the computer system but will be removed by Customer Services when a customer no longer has a tenancy or licence with DDC or when the decision on review or appeal is that the alert is no longer necessary and or justifiable.

10.4 If no further information is received from the customer or other agencies within the time period, then the alert will remain on the record.

11.Vulnerable Tenants

11.1 DDC take the safety and welfare of their staff very seriously but recognise that in some cases the vulnerable customers that we deal with may require further support from other agencies to help them sustain their tenancies.

11.2 On occasion, some of our vulnerable customers may have been involved in incidents of violence or aggressive behaviour for a number of reasons including:

- Unrealistic expectations of what we can do for them
- Mental illness
- Certain medical conditions
- Reaction to authority
- Alcohol, drug and/or solvent misuse or withdrawal
- Stress or frustration

In these cases, we will endeavour to balance the need to protect staff with the need for ongoing support for vulnerable customers.

12. Information Sharing

12.1 While there may be occasions when it is necessary or reasonable to share information with other organisations or individuals, we will not share special category information without the written consent of our customers or unless we have any other lawful basis for doing so.

12.2 Data may be shared with the partner agencies, the police, Kent Fire & Rescue Service, local authorities on the following basis:

- a) In order to comply with any specific legislation e.g. our duties under the Health and Safety at Work Act 1974
- b) To certain government agencies which may include the Information Commissioner or the Local Government/Housing Ombudsman
- (c) To a third party by order of the Court
- (d) Where there are safeguarding concerns and or referrals made
- (e) Where our contractors may have staff working in council-owned homes that are potentially at risk.

12.3 Special category data will only be shared if we have a customer's consent or have entered into a data sharing agreement.

13. Equality and Diversity

13.1 We believe that all our customers, regardless of background or ability, deserve to have the same opportunity to benefit from the services we provide. We will ensure that customers with a need are able to communicate with us and will be treated by our staff in a manner that takes their needs into account.

13.2 It is an aim of DDC that:

- all customers receive equal access to services irrespective of age, race, sex, disability, faith or sexual orientation
- all staff are trained on equality and diversity issues and are equipped to deal with our customers' specific needs

14. Policy monitoring and review

14.1 This policy will be reviewed annually or, if necessary, in response to relevant changes in legislation, organisational structure, development of good practice, or to address operational issues.

14.2 Overall monitoring and review of the policy will be undertaken in consultation with staff, as well as tenants and other partners.

15. Privacy Notice

15.1 Dover District Council is the Data Controller of the personal and special category information that is processed. Customer alerts information are based on the risk reports completed on each property and that is how the information is collected.

15.2 Customer Alerts are kept on the addresses of individuals who are considered to represent a possible threat to the safety or well-being of the Council's staff and contactors. It is used to identify potential risks to staff or contractors from an individual or premises before making contact or conducting a visit.

15.3 Personal and special category information collected include:

- Name
- Address
- Contact Information
- Medical Information (if there is something medically which results in a customer alert being raised e.g.: Mental Health)
- The categorise of data subjects includes tenants/members of the public who may be known to frequent an address.

15.4 Data may be shared with partner agencies, the police, Kent Fire & Rescue Service, local authorities for purposes detailed in the information sharing section. There may also be occasions where we collect information relating to criminal offence data under GDPR Article 10. This will be shared from the police directly with us e.g. someone that may pose a threat to staff. This may result in 2 people having to visit or no home visits to be made at all. This information will be held securely and handled confidentially and notifications of this to staff will be on customer alerts.

The information is collected in order to protect staff to ensure they are not put at any risk; this is why we may have to process special category and criminal offence data. We only process this when we have identified a lawful basis to do so and have an appropriate policy document detailing how this information complies with data protection legislation.

15.5 Our lawful basis for processing personal information are:

- For the performance of a task carried out in the public interest

For when we are processing special category information, we also have to identify a condition under GDPR article 9, this is:

- 2.(g) For reasons of substantial public interest

15.6 To ensure that information held is secure and only accessed by the relevant staff, there is restricted access to the files where documents are held. All information will be held securely and disposed of confidentially.

15.7 All Customer Alerts will be reviewed annually.

15.8 Please refer to our Corporate Privacy Notice at www.dover.gov.uk for further details of how we process your personal information and your rights.



Housing Services Rent setting and Income Recovery Policy

1. Introduction

1.1 The Income Recovery team are responsible for maximising income and will work with other social housing providers, voluntary organisations and debt advice agencies to coordinate the provision of welfare benefits and debt advice and help to reduce all corporate debt.

1.2 The policy aims to ensure that income streams from money owed due to rent arrears and other associated corporate debts are maximised through the effective and efficient management of accounts and there is a firm but fair and equitable approach when dealing with arrears and income collection.

2. Scope

2.1 This policy applies to all tenure types in DDC properties managed by Housing Services. It applies to the income and arrears recovery of:

- Current rent
- Former Tenant Debts
- Housing Benefit Overpayments
- Leasehold Service Charges
- Leasehold Major Works charges
- Garage rental and garage plot charges
- Use and Occupation Charges
- Court Costs
- Rechargeable Repairs or other services

3. Rent setting and legislative framework

3.1 Registered providers must comply in full, with all the requirements and expectations set out in the Regulator of Social Housing's Rent Standard.

3.2 The Government rent setting policy sets out clearly the formula for rent setting based on relative property values and relative local earnings.

3.3 Service charges will continue to be governed by tenancy agreements and leases, as well as relevant common law and statute, including the Landlord and Tenant Act 1985.

4. Policy Statement

4.1 Dover District Council (DDC) rely on the income of their rental properties to ensure their housing service is viable. This policy sets out the main principles to maximise the income from rent by being proactive in income recovery. For tenants in arrears, coping with debt can be an anxious experience and the Income Team will endeavour to provide support and assistance to tenants.

4.2 DDC will take positive action to prevent arrears occurring i.e. by maximising income and providing a range of payment methods.

Methods of payment

Tenants can pay by the following means: -

- By monthly Direct Debit
- By weekly or monthly standing order via their bank
- By debit card over the 24-hour payment line or online via the website or over the phone with the income team if at court/eviction stage.
- By payment card, which is available to use at the Post Office and Payzone

5. Aims and Objectives

5.1 When pursuing income recovery, we will ensure a professional, consistent and timely approach to recovery action for which we are responsible.

5.2 We will focus on arrears prevention and promote a payment culture for both new and existing customers. We will emphasise the connection between paying rent and being able to provide high quality services.

5.3 We recognise that many of our Customers will be the most vulnerable in society. We will ensure a balance between effective rent recovery and supporting our Customers to enable them to meet their payment obligations.

5.4 We will establish early contact with Customers to resolve outstanding debts by: -

- Contacting all new Customers to explain their responsibilities, recognising potential vulnerabilities at that time.
- Contacting all Customers new to Universal Credit to explain the process and responsibilities.
- Contacting existing Customers as soon as possible to stop arrears from escalating quickly.
- Ensuring that the Benefit and Money advisor provide benefit advice and signpost to debt management organisations for example: Step change
- Helping to maximise income by completing financial assessments and benefit checks

5.5 We will tailor our approach to different types of Customer as those in general needs accommodation may vary from those in our supported or sheltered accommodation.

5.6 We will be mindful of our Customers ability to make payments before making any agreement ensuring that an agreement is not setting a Customer up to fail. Should it

prove difficult to establish an agreement, a referral will be made to our Benefit and Money advisor to assist the Customer in finding an appropriate agreement plan.

5.7 We will promote payment in advance to ensure no arrears are created on the Customer's account. If paying monthly, payment will be monthly in advance.

5.8 We recognise that the transition from Housing Benefit to Universal Credit can be a significant change to our Customers. We will offer support to Customers who may be affected.

5.9 We will work in partnership with Revenues and Benefits and the DWP to ensure effective liaison and efficient administration

5.10 We will ensure a professional, consistent and timely approach to recovery action and offer a range of payment methods but emphasising on Direct Debit as a preferred method of payment.

5.11 Ensure we meet the correct legislative regulations and procedures. We will always be mindful of the requirements of the pre-court protocol when taking any court action.

5.12 We will ensure that information recorded is relevant and up to date and will adhere to our rent management procedure.

5.13 We will always start from a position of requesting payment in full. Where a Customer is unable to do so, we will make arrangements to repay the money due that is affordable to the Customer so that the arrears can consistently reduce.

5.14 We will consider the cost of the action when determining recovery route to ensure it is cost effective but also not excessive compared to the debt outstanding.

5.15 We may consider recovery of debts by means of direct deductions from Department of Work and Pensions (DWP). With Universal Credit we will use this action as a default for any Customer in rent arrears of more than two months.

5.16 We will support and work with the Housing Options Team to assist them in fulfilling their duty to prevent homelessness.

5.17 We will support and work with Social Services where it is recognised that a Customer is vulnerable and ensure that individual and exceptional circumstances are taken into consideration.

5.18 Ensure appropriate options for escalation exist where prevention has been unsuccessful and to make use of the full range of enforcement powers available for debt recovery

5.19 To act for repossession where it is reasonable and proportionate to do so

5.20 All correspondence will be written in plain English and to encourage prompt contact

6. Notification to Residents

6.1 We will provide information to residents that explains how their rent and any service charges are set and how they are changed.

6.2 We will also notify tenants of the revised rent that will be payable at least one month prior to the implementation date.

7. Equality and Diversity

7.1 DDC are committed to delivering a service that is accessible and fair to all the communities that we serve. We will ensure that all people are treated with respect and dignity. The Equality Act 2010 sets us an “Equality Duty” to:

1. eliminate discrimination, harassment and victimisation;
2. promote equality of opportunity between different groups in the community; and
3. foster good relations within the local community

7.2 We consider equality issues in new and existing policies, strategies and services to see what effect they will have on different groups within our communities, including those with protected characteristics.

The protected characteristics covered by the Equality Duty are:

- age;
- disability;
- marriage and civil partnership (but only in respect of eliminating unlawful discrimination);
- pregnancy and maternity;
- gender reassignment;
- race – this includes ethnic or national origins, colour or nationality;
- religion or belief – this includes lack of belief;
- sex (gender);
- sexual orientation.

7.3 We also recognise that socio-economic status can be a significant barrier to equality of opportunity. We identify potential consequences for these groups and ensure any negative impacts are eliminated or reduced. We also identify opportunities to eliminate discrimination and promote positive relations between groups and throughout our communities.

8. Complaints

8.1 Anyone is able to make a complaint about the service they have received, and this is managed under the DDC Complaints Policy.

9. Privacy statement

9.1 DDC as a Data Controller, collects information (personal data) in order to manage and support our relationship with our Customers, comply with legal obligations, improve our services and achieve our legitimate business aims. We are

committed to complying with data protection legislation when handling customers' data. Customers have rights around their data, including the right to access their data, and to object to the way it is processed. For more information on how and why we process customer's data, and how Customers can exercise their rights, please refer to our Data Protection Policy here <https://www.dover.gov.uk/Corporate-Information/PDF/Data-Protection-Policy.pdf>. Our privacy notice also provides information on how and why we process personal data, this is on our website at www.dover.gov.uk/privacy where you can find our corporate and housing service privacy notice.

10. Monitoring and Accountability

10.1 Arrears actions will be monitored by the Income Manager to ensure that the policies and Procedures are being adhered to at all times.

10.2 The Income Officers will be accountable for their own area patch, and the Income Manager will have overall responsibility for the whole of the Income Team

10.3 Arrears collection and performance information will be reported and published quarterly.

11. Review

11.1 A review of this policy will take place every three years or sooner subject to legal, regulatory or internal changes.

12. Links to other Policies and Procedures

- Rechargeable Works Policy
- Write off policy for former tenant arrears and RWO



Rechargeable Works and Services Policy

1 Introduction

- 1.1** Each year Dover District Council (DDC) spend thousands of pounds cleaning, clearing and repairing properties due to neglect and damage caused by tenants, their families and guests. Most of these costs are rechargeable to the tenant.
- 1.2** This policy sets out our approach to the raising and recovery of costs associated with rechargeable work. This policy covers all circumstances, services and work considered rechargeable.

2. Our aims and the purpose of this policy

- 2.1** DDC aim to operate an effective Value for Money (VFM) process through our fair and responsible collection of income from rechargeable work. This policy seeks to identify the services and work considered rechargeable and sets out the circumstances in which we will recharge.
- 2.2** Specifically, this policy is designed to help staff to:
- recognise the existence of rechargeable work and services and to clarify exactly what costs are rechargeable to the tenant, and when
 - understand how to raise and recover rechargeable debts and provide incentives for prompt payment
 - ensure that a consistent and fair approach is adopted in relation to the raising and collection of these debts

- ensure that income collected through rechargeable costs is reinvested appropriately in the housing service

3. Relevant legislation

3.1 Through the implementation of this policy, DDC will act in accordance with the relevant legislation as detailed below (this list is not exhaustive):

- The Landlord and Tenant Act 1985, Section 11 (Repair obligations)
- The Housing Act 1985, Section 97 (Permission to undertake alterations)
- The Public Health Act 1961, Section 35 (Filthy or verminous properties)
- The Equality Act 2010, Section 29 (Provision of services)

4. Definitions: What is rechargeable work?

4.1 For the purpose of this policy, rechargeable work or services is defined as any work DDC must do to ensure a property is safe and/or suitable to be re-let, for which the **tenant** is responsible. The tenancy agreement for DDC sets out what repair work tenants are responsible for.

4.2 Where a tenant has caused damage that is beyond normal wear and tear, the cost of repairing this is also deemed to be rechargeable. This includes damage caused by members of the tenant's household, family members, friends or other visitors (including pets).

4.3 Other costs may be recharged at the end of a tenancy for: the correct disposal of rubbish; clearing and/or cleaning a property or garden; or for any other work needed to bring the property back to a let-able state.

5. Prevention

5.1 An aim of this policy is to reduce the amount of rechargeable work or services DDC carry out, to avoid unnecessary costs being recharged to tenants.

We aim to do this by:

- (i) Providing better information and advice on tenant repair and maintenance responsibilities when tenants are let a property and when identified throughout the life of a tenancy.
- (ii) Providing information on tenant repair and maintenance responsibilities when tenants go onto the mutual exchange, transfer or housing waiting list.
- (iii) Promoting a more positive, joined-up approach to tenancy audits and pre-term visits; to help tenants understand their responsibilities and what they could be recharged for.

6. Recharging

6.1 If a tenant does not maintain the property and carry out repairs that they are responsible for during the term of their tenancy, DDC will do it when they leave and recharge the cost of this back to them. DDC will also carry out essential repair work where failing to do so would create a health and safety risk to a current tenant (see 7.3). DDC will endeavour to collect the full cost back from the tenant.

6.2 Creating a recharge

- (i) DDC will create a recharge by sending an invoice for the rechargeable work or services as soon as possible. This will state what we are recharging for and the total cost payable. DDC will raise an invoice even when we have no forwarding address to ensure that we have accurate records of the costs associated with the rechargeable work.
- (ii) Any cost recharged will be fair, accurate and reasonable, and will be substantiated with documentary evidence including photos. Wherever possible we will seek to obtain the tenant's agreement accepting responsibility for the damage or work needed prior to ordering this work.
- (iv) Tenants will be charged according to a rechargeable works schedule of costs that sets out the cost of each type of repair or job. Tenants will also be expected to pay an administration fee and, where applicable, VAT will be added at the current rate.
- (v) DDC may decide to waive a recharge on the basis of a tenant suffering extreme vulnerability or hardship or where the cost of collecting the debt is likely to exceed the value of the recharge. DDC officers will exercise discretion in these cases and a decision to waive a recharge will be based on supporting evidence.
- (vi) Where a decision has been made to waive the recharge, it will still be recorded to ensure accurate accounting with regard to the rechargeable work. The cost of the work will be met through the repairs budget.

7. Circumstances when DDC will recharge

Examples of when DDC will carry out rechargeable work or services are as follows:

7.1 Gaining access

DDC may recharge tenants' costs incurred gaining access to their home to carry out emergency works, where previous attempts have been ignored e.g. to conduct the annual gas safety inspection.

7.2 Void work

- (i) DDC will recharge the cost of clearing a property and/or garden at the end of a tenancy. This includes a reasonable cost for cleaning and clearance of any rubbish that has not been disposed of correctly.

- (ii) DDC will recharge the cost of clearance, storage and/or disposal of items that have been left behind by the tenant when it has been vacated (e.g. following an eviction).
- (iii) DDC will also recharge the cost of any work carried out to correct a former tenant's repair responsibilities, to facilitate the prompt re-letting of a void property.

7.3 Repairs

- (i) DDC will carry out any repairs that are normally the responsibility of the tenant that, if not done, pose a health and safety risk. This includes any work necessary to protect the local authority housing asset. In these cases the minimum amount of work required to achieve this will be undertaken and recharged to the tenant.
- (ii) DDC will recharge for any repair work that becomes necessary as a consequence of the actions of the tenant, beyond what we consider to be reasonable wear and tear. This includes recharging the cost for the replacement of any fixtures or fittings in the property that have been damaged or destroyed.
- (iii) In cases where the tenant has caused wilful damage to any Council property, DDC may report the matter to the police in order that criminal damage charges can be brought against the guilty party.
- (iv) At the end of a tenancy, we will recharge former tenants the cost of any work that was their responsibility that we have had to carry out because they have not done it.
- (v) DDC will recharge tenants or former tenants for any work required to correct unauthorised alterations to properties, particularly where this poses a health and safety risk or compromises fire safety.

7.4 Miscellaneous costs

- (i) DDC will recharge the cost of clearing bulky items from DDC managed communal areas that has resulted in a charge to DDC and the tenant responsible for the inappropriate disposal of this can be clearly identified.
- (ii) DDC will recharge for any costs associated with clearing and repairing a filthy or verminous property during the course of a tenancy (as defined under section 35 of the Public Health Act 1961).
- (iii) DDC will recharge when a tenant has lost their ASSA door entry key or key fob.
- (iv) DDC will also recharge tenants or former tenants for any other action, service or circumstance that causes unreasonable cost to DDC, for which the tenant is responsible.
- (v) DDC will also recharge tenants for the clearing of their gardens as the consequence of enforcement action.

8. Exemptions

8.1 Circumstances in which DDC may not recharge

There may be circumstances when DDC decide not to recharge a cost. DDC officers will exercise discretion before making a decision on whether or not to recharge. This will be clearly documented. Examples of when we may exercise this discretion are as follows:

8.2 When a tenant should not have to pay

- (i) When a tenant has passed away, and there is no estate to pay the cost; or when a tenant goes into residential care and has no means to pay.
- (ii) When a tenant has been a victim of a serious crime and has reported this to the police. This must be substantiated by a crime reference number and can provide supporting evidence from the police.
- (iii) Where the tenant has been a victim of domestic abuse and was unable to prevent damage being carried out to the property. Supporting evidence will be required from the police or social services.

8.3 Certain types of repairs or improvements

- (i) Where it is evident that required work is due to fair wear and tear of the property; or for items left in the property that have been agreed by DDC.
- (ii) For improvements made to the property, where approval to carry out such works has been granted by DDC.

9. Collecting debts

9.1 Collection of debts associated with this policy will be managed under the Rent setting and Income Recovery policy.

9.2 DDC will ensure tenants are treated fairly and, wherever possible, recover the whole debt from the tenant in a timely and efficient manner.

9.3 Wherever possible all tenants will be required to agree to a recharge prior to DDC instructing a contractor to attend, prior to any works being undertaken. This process allows DDC to document the agreement and assists with the collection of the recharge. This also provides an opportunity for the tenant to challenge the decision before the work is carried out and avoid a potential dispute later. An exception to this would be any work needed to rectify a health and safety risk, which will be dealt with immediately.

9.4 Non-payment of debt

In exceptional cases, and where it would be cost-effective to do so, DDC may seek a judgement from the courts for persistent non-payment of recharges. This would be dependent on the individual circumstances and the balance outstanding.

10. Disputes and appeals

10.1 DDC operates an appeal process for dealing with any disputes, which may arise regarding a decision made to recharge. If a tenant or former tenant wishes to have their liability for the cost of a repair reviewed, they must make their request to DDC, Housing Department.

10.2 DDC will investigate the tenant or former tenant's case and respond within 10 working days to resolve the issue. If the tenant is not satisfied with the decision, they have the right to make a complaint through DDC formal complaints process. The complaint will be investigated and responded to by a manager independent from the original decision-making process.

11. Data protection

11.1 We will encourage a co-ordinated approach to sharing tenant information and managing multiple debts by liaising with other Council departments and EK Services who may be seeking recovery of other debts from the same individuals. Only details in relation to the debt will be disclosed (where necessary) and no other personal information will be shared.

11.2 Dover District Council is a data controller under GDPR. We process personal data in compliance with data protection legislation. DDC corporate and housing privacy notice can be found at the website on www.dover.gov.uk/privacy

12. Equality and diversity

12.1 DDC acknowledge the need to provide an effective service, but one that is sensitive to tenants' needs. Through the implementation of this policy, DDC will treat tenants courteously and be fair and objective at all times. Pre-term tenancy visits and other routine visits will be carried out with respect to any particular cultural or religious practices and in accordance with their human rights.

13. Monitoring and review

13.1 The policy will be reviewed every three years, or in response to relevant changes in legislation, organisational structure, development of good practice, or to address operational issues.

Write Off Policy for Housing Debts

Including Former Tenant Arrears and Rechargeable Works Orders



Version: September 2020

Contents

1. [Purpose of Policy](#)
2. [Aims and Objectives](#)
3. [Case Administration \(former tenant arrears\)](#)
4. [Communication](#)
5. [Procedure](#)
6. [Legal Action](#)
7. [Former Tenants \(forwarding address known\)](#)
8. [Former Tenants \(forwarding address unknown\)](#)
9. [Deceased Tenants](#)
10. [Returned Correspondence](#)
11. [Further Recovery](#)
12. [Disputed Arrears](#)
13. [Performance Monitoring](#)
14. [Working with outside advice agencies](#)
15. [Tracing former Tenants](#)
16. [Bad and doubtful debt provision](#)
17. [Write Offs – When to write off Housing debt](#)
18. [Writing off Court costs](#)
19. [Write Offs and reporting](#)
20. [Arrears written back on](#)
21. [Implementation and Training](#)
22. [Equality and Diversity](#)
23. [Review](#)

1. Purpose of Policy

- 1.1 This policy refers to the collection of monies due from former council tenants of Dover District Council. The policy covers both residential rental arrears and rechargeable works and services orders for former tenants of the Council.
- 1.2 Debts owed by current tenants will not be written off.
- 1.3 Debts are placed in priority order when recovery action is taken as follows:
 - A. Current residential arrears
 - B. Court costs
 - C. Former tenant arrears
 - D. Rechargeable works orders (RWO's)

2. Aims and Objectives

- 2.1** Dover District Council aim to recover all monies due from former tenants with outstanding balances and from those who owe the authority sums of money due to rechargeable works or services that have been undertaken.
- 2.2** DDC seek to do this in the most efficient and cost-effective manner and will recommend debts for write off only where they are irrecoverable and within agreed parameters.
- 2.3** DDC will at all times:
- Take a professional, consistent and timely approach to recovery action;
 - Take positive action to prevent current tenant arrears, that may ultimately become former tenant arrears;
 - Ensure a fair and consistent approach that has regard to individual and exceptional circumstances;
 - Ensure that customers recognise that they have a responsibility to pay;
 - Aim to identify customers who can pay but won't, or who deliberately delay payment in order that appropriate recovery action can be taken promptly;
 - Actively encourage customers with arrears to contact us at all stages of the collection and recovery process;
 - Aim to help customers maximise their income and / or benefit entitlement;
 - Acknowledge the need to provide an effective service but, when necessary, that is sensitive to customer needs;
 - Ensure that all arrangements for payment reflect the level of arrears owed, as well as ability to pay;
 - Acknowledge the role of recognised money/debt advice agencies and work with these whenever possible.

3. Case Administration (Former Tenant Arrears)

- 3.1** DDC will ensure that adequate records and documentation relating to all former tenant debts are maintained for a period of 6 years.
- 3.2** As a minimum these records will include:
- The Tenancy Agreement;
 - The dates, cause and history of any arrears arising;
 - Dates of all actions taken, and correspondence sent (e.g. reminder notices) by DDC and those received from the debtor;
 - Dates and content of any verbal communication with the debtor;
 - Details of all attempts to trace the debtor including liaison with other council departments, East Kent Services, Civica, debt collection/tracing agents etc and the outcome of these enquiries
 - Details of any payment agreements made with the debtor together with details of compliance.
 - Dates and amounts of all payments received, together with details of any payments withdrawn such as 'refer to drawer cheques', etc;
 - The dates, sources and amounts of all other credits / debits such as housing benefit adjustments.

- Details of the reason for the rechargeable works order

The above information will be held electronically.

4. Communication

4.1 DDC will provide customers with clear and prompt information and guidance about the monies they are being asked to pay and the methods which will be applied to recover the debt. Written correspondence will be in plain English, avoiding the use of jargon, and will include:

- A full breakdown of the debt outstanding;
- The total amount and/or the instalments due and the date(s) payment is required by;
- How to make payment and where payments can be made;
- Contact telephone numbers for relevant DDC staff.
- Photographic evidence of why rechargeable works costs were raised.

5. Procedure (Former Tenant Arrears)

5.1 DDC recognise that former tenants' arrears (FTAs) together with monies owed in respect of rechargeable works are amongst the most difficult debts to collect.

5.2 The most effective way to manage FTAs is to take all possible steps to prevent them from arising in the first place. This will be achieved through efficient and effective management of current tenant arrears).

5.3 Particular attention will be given to ensuring that any arrears are collected on mutual exchange of tenancies, or on transferring to another property. DDC will maintain comprehensive documentary evidence in respect of all terminations, transfers and exchanges of tenancies, including information in respect of rent arrears and other debts legitimately due from the former tenant.

5.4 Former Tenant Arrears should therefore only arise due to:

- Abandonment of property: and
- Eviction;
- Termination of tenancy with arrears still outstanding
- Death of the tenant

5.5 The Housing Options teams will check all housing applications to identify whether the applicants have any outstanding housing related debt with the council(s). Any applicant for re-housing by DDC that has a former tenant debt will normally be required to clear this in full or to show that the outstanding debt is being paid regularly and has reduced considerably since their previous tenancy ended before they will be considered for re-housing.

5.6 Additionally, tenants seeking to mutually exchange or transfer outside of the DDC area must clear all outstanding arrears prior to a move taking place.

6. Legal Recovery Action

- 6.1** Legal action is rarely taken to recover former tenant debts based on cost and historic recovery success rates. This course of action may however be cost effective if the tenant's whereabouts are known and they are in employment, because an attachment of earnings order can be applied for. Consideration will always be given to the size of the debt, available options, and the cost effectiveness of pursuing legal action.

7. Former Tenants (with a known forwarding address)

- 7.1** DDC will firstly re-confirm the outstanding balance allowing for any Housing Benefit adjustments or direct payments from DWP for Universal Credit.
- 7.2** If telephone numbers are held the former tenant will be called and/or texted to make arrangements to clear the debt.
- 7.3** Payment arrangements will be based on the former tenant's ability to pay back the debt. The minimum amount that will be acceptable will be equivalent to the current DWP direct benefit deduction.
- 7.4** Letter to be sent out if no telephone number is known or no response is received to initial contact. If telephone numbers subsequently become available telephone/text contact is to be made and full records of all contact to be recorded.
- 7.5** If, despite all of the above, no contact or payment is made, the debt will be referred for write off.

8. Former tenants (forwarding address is unknown)

- 8.1** DDC will firstly re-confirm the outstanding balance allowing for any Housing Benefit.
- 8.2** If the total value of the former tenant's arrears/rechargeable works order debt is less than £50.00 this will be automatically written off, as uneconomical to pursue. If the debt is more than £50.01 the following process will be followed:

If no forwarding address is provided on the termination form and no information provided by the Housing Officer, if there is a number to call/text we will attempt to contact the tenant to get an address and then the update records and continue with the stages listed above (forwarding address known). Please refer to paragraph 9 - 'tracing former tenants' - if no forwarding address can be obtained.

9. Deceased tenants

- 9.1** When a tenant dies, a personal representative should be appointed who will settle debts from the estate (if funds are available). As a general rule, personal representatives are either:

- executors' where the deceased left a will; or
- 'administrators' where the deceased did not leave a will (died intestate).

The personal representative is required to distribute the estate within one year from the date of death.

- 9.2** DDC will seek to make a claim against a deceased ex-tenant's estate. However, the personal representatives of the deceased are likely to be close relatives / friends and must therefore be dealt with sensitively.
- 9.3** DDC will firstly re-confirm the outstanding balance allowing for any Housing Benefit. If the total value of the former tenant's arrears is less than £50.00 this will be automatically written off, as uneconomical to pursue. If the debt is more than £50.01 the following process will be followed.
- 9.4** If telephone numbers are available, we will call the personal representatives. If there are no phone numbers available, then a letter will be sent. We will request a copy of bank/building society statements to verify whether there is any money left in the estate to pay for any outstanding debts where the personal representative informs Officers there are insufficient funds.

10. Returned Correspondence

- 10.1** Where correspondence is returned by Royal Mail marked 'gone away' or 'addressee not known' the following action will be taken;
1. The reason for the correspondence return will be noted
 2. A trace will be completed using a tracing provider
 3. Update and continue the recovery process if traced.

11. Further Recovery Action

- 11.1** If, after exhausting all of the stages set out above, the arrears still remain outstanding, DDC will review each case individually to decide whether further recovery action would be cost effective.
- 11.2** For any debts over £50.01, one or more of the following recovery methods will be considered – please refer back to paragraph 5.4.1 for reference to relevant consideration:

The below would only be considered if we were aware the tenant was working and proved economical to pursue based on balance and tenants circumstances.

1. Money Claim (small claims) under £5,000;
2. Attachment to Earnings; and
3. Charging Order (a charge is placed on the debtor's property).
For debts over £300.00 - Referral to Debt Collection Agency - if after the first two attempts at recovery is unsuccessful or we are unable to trace tenants forwarding address. (using an external debt recovery company to collect debts may be an option)

11.3 Referral to a debt collection agency

Consideration will be given to the use (where appropriate) of debt collection agencies to recover former tenants' arrears/rechargeable works orders. Agencies used will be selected by DDC. They will be paid based on a percentage of the payment collected.

11.4 Agencies would only be used if after the first two attempts at recovery, the tenant does not engage or reach an agreement or we are unable to trace the debt. Debt collectors are not Court officials and do not have the same powers as bailiffs. Recovery action where cases are referred to debt collection agencies will involve them:

1. Writing to the former tenant(s) to request payment;
2. Telephone calls to request payment;
3. Visiting customers at their home to discuss payment of the arrears.

11.5 Consideration will also be given to the cost effectiveness of selling former tenant debts to a collection agency.

12. Disputed Arrears

12.1 Where a former tenant or their personal representative disputes the arrears due or a rechargeable works order raised, DDC will be responsible for managing the dispute and provide all necessary supporting information within 10 working days of the request. If this is not possible customers will be notified and provided with a revised date for resolution.

13. Performance Monitoring

13.1 Responsible Officers will manage all FTAs in accordance with this policy.

13.2 The Income Manager will monitor performance which will cover:

- Former Tenant Arrears total poundage outstanding;
- Payments received from former tenants;
- Write offs processed; and
- Write offs year to date.

13.3 The Income Manager will provide an analysis of debts that have been written off as and when requested by the finance team. Quarterly performance figures will be provided.

14. Working with outside advice agencies

14.1 Information about debt advice will be made available, especially where it is apparent that the customer is in severe financial difficulty. Officers will encourage customers to obtain specialist advice and help, which will include providing details of local and national free, debt and money

advice agencies.

14.2 Where a statutory Benefit potentially exists in relation to a particular debt, Officers will ensure the former tenant is made aware of such opportunities and encourage an application.

14.3 DDC will stress the importance of paying priority debts before non priority debts and will follow Citizens Advice Bureau guidance as follows:

Priority Debts	<ul style="list-style-type: none">• Mortgage or rent arrears• Fuel arrears i.e. gas, electric• Council Tax arrears• Court fines• Child support or maintenance• Income Tax or VAT arrears• TV Licence
Non Priority Debts	<ul style="list-style-type: none">• Former Tenant Arrears/rechargeable works orders• Benefits overpayments• Credit debts i.e. loans, overdrafts, hire purchase, credit cards• Student loans• Money borrowed from friends or family

15. Tracing former Tenants

15.1 In the event of a former tenant leaving their last known address without providing a forwarding address, or being unable to trace one using the process set out in paragraph 5.6.2, DDC may use various methods to trace the individual, including:

- Checking all records available to DDC
- Tracing the customer using tracing tools, such as Experian Citizen view;
- The use of external tracing agencies;
- Contacting other Local Authorities for former tenants who may have moved out of the area;

15.2 Tracing a former tenant can be expensive, especially if outside agencies are used, and does not guarantee any income. As such, the costs and necessary resources required will need to be carefully considered. (If a debt is passed to a collection agency, for collection this is part of the process)

16. Bad and Doubtful Debt Provision

16.1 DDC will ensure there is adequate provision for bad and doubtful debt. This is done in accordance with CIPFA Code of Practice on Local Authority Accounting in the United Kingdom – A statement of recommended practice.

17. Write offs - When to write off Housing debts

- 17.1 DDC recognises that it is important to consider the balance between recovering former tenant arrears and rechargeable works orders on former tenants, as effectively and efficiently as possible with the need to be fair and reasonable to the former tenant and tenants as a whole.
- 17.2 DDC will ensure that it takes all reasonable steps to recover arrears and will only recommend debts for write off when no further recovery action is practicable and cost effective.
- 17.3 DDC will only propose arrears for write off after three months, where the debt is non recoverable, uneconomical to recover, or we are unable to trace the customer (with the exception of deceased tenants, these would be written off once we receive confirmation of no funds in the tenants estate).

Arrears proposed for write off are likely to fall into the following Categories:

Non recoverable arrears	<ul style="list-style-type: none">• Customer is Bankrupt under a Debt Relief Order• Customer deceased and there is no funds in the Estate
Non-engagement	<ul style="list-style-type: none">• Customer will not engage to reach an arrangement or pay
Uneconomic to pursue	<ul style="list-style-type: none">• Balances below £50.00
Unable to trace	<ul style="list-style-type: none">• Customer has absconded and we are unable to trace current address

Rechargeable Works Order - It is unlikely that DDC would write off the debt, unless there was a valid dispute.

18. Writing off Court costs

- 18.1 In addition to the rent debts and rechargeable works orders, DDC will seek to recover any Court costs that are legitimately due from any former tenant with arrears. Where it is established that the arrears are non-recoverable consideration be given to costs/fees being written off.
- 18.2 Authority to process and approve write offs for former tenants/court costs & rechargeable works orders
- 18.3 Credits on account will normally be refunded to customers. Where it is necessary to write off a credit on an account, the delegated authority lies with the Income Manager without the requirement of counter authority

though this is ratified by the Section 151 Officer.

18.4 All recommended write offs above £5,000 will be referred to the Council's Section 151 Officer for approval.

18.5 Authority to process and recommend write off on former tenant arrears are delegated as follows:

Write off Thresholds	Position of Authority	Counter Authority
Up to £50.00	Officer.	Not required. Uneconomical to pursue debt.
£50.01- £5000.00	Officer to make recommendations to Income Manager.	An audit of a percentage of write offs will be undertaken. Monthly report provided to Section 151 Officer for ratification.
£5,000.01 - £9,999	Income Manager to make recommendation to the Head of Finance and housing.	An audit of a percentage of write offs will be undertaken by QA/systems team. Monthly report provided to Section 151 Officer for ratification.
£10,000 to £20,000	Income Manager to make recommendation to Head of Finance and Housing.	Section 151 Officer.
Above £20,000	Income Manager to make recommendation to Head of Finance and Housing.	Section 151 Officer and referral to Cabinet.

19. Write Offs and reporting

19.1 Write off figures will be collated on a monthly basis by the Income Manager and will be reported quarterly.

19.2 In the unlikely event of any write offs over £10,000 they will be referred to

the Section 151 Officer to consider and authorise.

20. Arrears written back on

20.1 Any arrear that has been written off can, if appropriate, be written back on, subject to statute. The arrears may be written back on are as follows:

- Customer returned to area, where previously no trace e.g. If a former tenant applies for housing assistance and a debt has been written off, the debt will be written back on and every attempt made to collect it.
- A customer is declared bankrupt and a dividend is received. The write back will be the sum of the dividend received.
- A change in circumstances which has enabled recovery.
- Where arrears/debts are written off because a customer could not be traced, but they are subsequently found, the write off can be written back on and recovery action will continue. The fact that an account balance has been designated for 'write off' does not mean that it will never be recovered

21. Implementation and Training

21.1 This policy will be made available to all DDC staff dealing with income collection and recovery from former tenants. This will be reinforced with training and management supervision of all staff involved in collecting income.

21.2 Data Sharing

DDC as a Data Controller, collects information (personal data) in order to manage and support our relationship with our Customers, comply with legal obligations, improve our services and achieve our legitimate business aims. We are committed to complying with data protection legislation when handling customers' data. Customers have rights around their data, including the right to access their data, and to object to the way it is processed. For more information on how and why we process customer's data, and how Customers can exercise their rights, please refer to our Data Protection Policy here

<https://www.dover.gov.uk/Corporate-Information/PDF/Data-Protection-Policy.pdf>. Our privacy notice also provides information on how and why we process personal data, this is on our website at www.dover.gov.uk/privacy where you can find our corporate and housing service privacy notice.

22. Equality and Diversity

DDC is committed to equality and fairness. Equality is about ensuring people are treated fairly and given fair chances. It is also about ensuring

that people receive fair outcomes in the standard of service they receive from DDC. This incorporates everyone, regardless of their race, gender, age, religion or belief, sexual orientation and/or disability.

As an organisation, we provide a service to a wide range of people including some of the most disadvantaged sections of the community. DDC has a statutory and moral duty to ensure that it provides good quality services to all customers.

The main groups likely to be affected by discrimination and social disadvantage are:

- People with learning disabilities;
- People suffering from alcohol and substance abuse;
- People with literacy problems;
- People from different age groups;
- Disabled people (which can be those with mental illness, physical disability and sensory impairment;)
- People from black and minority ethnic (BME) communities;
- People who are transitioning or have undergone Gender Reassignment
- People who are targeted due to their Sexual orientation

This is not an exhaustive list but will help raise awareness about the issues within the organisation and the community.

23. Review of Policy

This policy will be reviewed every 3 years to ensure it remains valid, effective and relevant unless there is a substantial change in legislation which affects the ability to collect former tenant debts.

Other Policies and Procedures:

- Rent setting and Income Recovery Policy
- Income Recovery Procedures



DOVER DISTRICT COUNCIL PETS POLICY

1. Policy Statement

1.1 This policy is relevant to all animals kept by tenants, including mammals, birds, reptiles, amphibians, fish, etc hereafter referred to as 'pets'. It has been written to provide a consistent approach to pet ownership and to provide the right balance between residents' enjoyment of keeping a pet against the right of residents to a quiet enjoyment of their home.

1.2 Dover District Council recognises the benefits to tenants of keeping pets. Generally, Dover District Council will allow its tenants to keep pets where the property type is suitable, the Tenancy Agreement is complied with and the pet's welfare will be assured. All applications will be processed on a case by case basis.

1.3 Under Dover District Council's Tenancy Agreement it states:

Section 3.10 Keeping Pets and Animals

Section 3.10.1 You must not keep any pet or animal which causes or is likely to cause a nuisance, annoyance or disturbance to neighbours or others living in the local area

Section 3.10.2 You will need our written permission to keep a pet if you live in a property that does not have its own garden as the pet may need outdoor exercise. When considering whether to grant permission we will consider among other things:

- **The type and size of your pets**
- **The type and size of your home**
- **The number of people living in your home**
- **Access to the road and open space**
- **Whether your home is a sheltered housing scheme.**

This policy gives further details about keeping pets in Dover District Council properties for new and existing tenants.

1.4 Dover District Council may take action against tenants where they do not have written permission to keep a pet where they do not have their own garden or there is a breach of the tenancy such as tenants allowing pets to cause a nuisance to other residents. This includes, but is not limited to, noise nuisance, fouling, damage to property (internally and externally), causing injury to others through biting, and anything else deemed a nuisance.

1.5 In applying this policy, DDC will consider special circumstances, where these can be demonstrated.

2. Permission

2.1 Tenants must obtain written permission from the council if they want to keep an animal or animals at their property where they do not have their own garden.

3. Conditions of having a pet

3.1 Dover District Council promotes responsible pet ownership. There are certain conditions that tenants will be required to demonstrate if they wish to have a pet at their property.

3.2 Tenants wishing to have a pet must be able to demonstrate the following:

(a) They have the means to pay for the day-to-day upkeep of an animal. Pets can be expensive to look after and insure, and Dover District Council recommends tenants consider these costs before submitting a request to keep a pet.

(b) That the property is suitable to house the pet. Tenants may be asked to consider fencing, flooring, and outdoor access before permission is granted.

(c) Pets must not be left unsupervised in the property for long periods of time, dependent on the animal type. Not only could this cause distress to the pet, but it could also cause disturbance to neighbours. If tenants are in full-time employment or have full-time commitments, they may be asked to demonstrate how their pet will receive appropriate care. All pets, irrespective of species, need to be checked daily and tenants should ensure a process is in place if they are away from the property. We may ask the tenant to sign up to a pet guarantor scheme which provides the contact details of someone who is willing to look after their pet if they are in hospital or otherwise unable to care for their pet.

(d) Pets (excluding cats) must never be left unsupervised in any internal or external communal areas, or any Dover District Council owned land.

(e) The tenant must be able to have fouling removed immediately and the area cleaned.

(f) Dogs must remain on leads whilst in any internal or external communal area.

(g) Under the Control of Dogs Order 1992, all dogs must wear a collar outside the property with the name and address of the owner on.

(h) No modification to the property must be made before requesting permission from DDC. This includes installing cat flaps, additional fencing, sheds etc.

4. Permission Process – where tenants do not have their own garden.

4.1 When a property has its own external entrance and a communal garden then permission may be given to keep a cat or a dog in some cases. Each application in relation to such a property will be considered on a case by case basis taking into account the following: (this list is not exhaustive)

- Who else shares the garden? for example, DDC would need to consider if there are small children, elderly or vulnerable tenants who may be frightened by the animal.
- Whether there is enough open space nearby for any dogs to be exercised outside in the garden.
- Whether there are any other animals in other properties which share the communal garden. For example, in a small block of flats, if there are already two dogs, it might not be appropriate to allow any more in the same block of flats.
- Whether there have been cases of animal nuisance in the block.

4.2 If permission is granted to keep a pet in a property with a communal garden, the tenant must be advised that dogs must not be exercised in or given free access to the garden unsupervised and must always be kept on a lead while walking through the communal areas and whilst in the communal garden.

4.3 Where the animal would be kept in the communal garden all the time (for example animals in outdoor hutches or which need an outdoor run) permission will not be granted, because other tenants and visitors will also be using the garden.

5. Support dogs

5.1 Permission to keep a support dog should be granted where a disabled tenant requests it and the animal has been provided by a recognised agency, such as Guide Dogs for the Blind, Support Dogs or Dogs for the Disabled.

5.2. DDC will require evidence from the relevant agency to support the application and be satisfied that the property type is suitable for keeping a dog. Where the property is not usually suitable for keeping a dog then a transfer to an appropriate property may be considered. In some circumstances a tenant may be given permission to keep a support dog in a property which would not usually be suitable for keeping dogs.

6. Tenants fostering on behalf of animal charities

6.1 DDC will consider requests from tenants who wish to foster pets on behalf of animal charities (or to look after pets belonging to friends, family etc as a temporary measure) on the same basis as other requests for permission, in terms of numbers of animals, animal type(s) and property type. Tenants should apply for written permission and will be expected to provide supporting information from a recognised charity.

7. Visitors

7.1 Council tenants are responsible for visitors to their property and should not permit people to visit with pets if their pet causes a nuisance.

8. Running a pet-related business from home or breeding animals

8.1 Some tenants may wish to run a pet-related business from home. **Clause 3.2.6** of the tenancy agreement states:

- **'You must not run a business from the property without first obtaining our written permission. Before we give permission to run a business, we consider factors such as the amount of noise generated, any nuisance that may be caused to your neighbours or whether damage will occur to the property. Even if our consent is given, in the capacity as landlord, you may also still need to obtain Planning Permission for a change of use'**

8.2 If a request is made to run a pet-related business from home, DDC will take into account whether the property is suitable for the proposed business and whether this involves the breeding or selling of animals or any business which is likely to create a nuisance due to the number of animals being kept at a property or visitors to the property in relation to the business.

9. Granting permission

9.1 Permission will be conditional on a number of factors, including the type of pet being kept and the property type.

9.2 All permission is conditional on the tenant agreeing they will make sure that their pets do not:

- stray or roam
- damage anybody's property, including their own council home
- hurt, annoy or frighten anybody else
- cause a nuisance to anybody else, e.g. by making too much noise, or causing a smell
- foul in communal areas

9.3 All tenants whether they have their own garden or communal garden must agree to:

- Clean litter trays and pet faeces frequently from the house and/or garden so that no smell is caused by the pets
- Clean hutches/cages frequently so smells do not cause a nuisance
- Keep their pets under control at all times, including where visitors such as housing officers, contractors, postal workers or deliveries go to their property.
- Ensure their pets are microchipped where appropriate, which complies with legislation introduced in April 2016.

9.4 Where DDC gives permission to keep a pet, a permission letter will be sent to the tenant outlining the conditions attached to the permission. The letter will be scanned to the house file for future information.

9.5 Permission to keep a pet can be withdrawn if a pet is not being kept in accordance with this policy.

10. Retrospective Permission

10.1 Where DDC becomes aware that a tenant has a pet but does not have the required consent, the tenant will be advised to submit a retrospective request for permission. The request will be processed in the same manner as a current request.

10.2 Where someone has received consent from DDC to have a pet and the pet passes away, the permission will end, and new permission will need to be applied for if a tenant wishes to get another pet. However, there is no guarantee that permission will be granted a second time as circumstances may have changed since the original permission was granted.

11. Permission Refused

11.1 In all cases where DDC refuses permission to keep a pet, a letter outlining the reasons for refusal will be sent to the tenant in writing. Housing staff must use their discretion based on:

- the number of animals the tenant has requested permission for
- the type of animal/s – e.g.: if it is a poisonous snake or any other animal prescribed under the Dangerous Wild Animals Act 1976.
- the type of accommodation where the tenant resides
- The number of people living in the home
- Access to the road and open space
- Whether the property is a sheltered housing scheme
- Whether the tenant has previously left a pet behind when moving out of a previous property or had tenancy enforcement action taken against them for their pets causing a nuisance
- Where the tenant is known to have been banned from keeping pets or any convictions for or history of abandonment, cruelty or neglect of animals.

11.2 DDC will not give permission where a tenant wants to keep an animal which is not a domestic animal, such as wild animals, primates, livestock, poultry (except chickens) or horses because these are not suitable animals to keep in a domestic property and/or garden.

11.3 If a tenant has their own garden and wants to keep racing pigeons then they must be a member of the Royal Racing Pigeon Society and provide adequate accommodation for them.

11.4 Generally the council will not give permission to keep an exotic pet because of the difficulties in meeting their welfare needs.

11.5 Permission will be denied for any dogs that fall under Section 1 of the Dangerous Dogs Act 1991. It is an offence to possess any dog of the type known as:

- Pit Bull Terrier,
- Dogo Argentino,

- Fila Brasileiro
- Japanese Tosa

Unless DDC are satisfied the animals have secured exemption from the prohibition. This means that a court was satisfied that the dog posed no risk to public safety and has been placed on the Index of Exempted Dogs (IED). The owner must meet the conditions of exemption as follows:

- the dog must be neutered and microchipped;
- the owner/keeper must take out (and renew each year) third party insurance for the dog;
- the dog must only be taken out in public by someone over the age of 16, kept on a lead and muzzled when in public;
- the dog must not be bred from, gifted or otherwise disposed of and
- registration on the IED

This list is subject to change by legislation; any changes to the list will apply to this procedure.

12. New Tenants

12.1 When Officers advertise available properties through the Choice Based Lettings (CBL) scheme, the property advert will include details of the suitability of the block for pet keeping and therefore the likelihood of DDC willing to give permission for this.

12.2 When an offer is being made, either through CBL or as a direct offer, the customer should be advised again of the suitability or otherwise of the block for pet keeping and if there are restrictions because of the property type and what those restrictions are. This should be done at the earliest opportunity –

- During the pre-offer telephone call
- In the offer letter
- At the accompanied view

13. Breaches/Tenancy Management issues

13.1 DDC will investigate any complaints made. The Housing Officer will contact the tenant to discuss the nature of the complaint and take appropriate action, ranging from informal interventions and mediation to formal tenancy action. This must be clearly documented in writing and explained to the tenant.

13.2 DDC reserves the right to withdraw permission and request the removal of a pet where the conditions of this policy have been breached.

13.3 Legal action, such as applying for an injunction or eviction will be considered where a tenant refuses to co-operate where complaints have been made about their pets causing a nuisance and there is evidence to substantiate the complaints

13.4. If the council believes a tenant is keeping a dog of an illegal type in their property, unless the dog is exempted (and evidence of this has been seen), this is a

criminal offence and the police should be contacted. Action can also be taken for breach of the Tenancy Agreement.

13.5 If a tenant is keeping a pet without permission, they should apply for retrospective permission as in point 11.1.

14. Abandoned pets

14.1 It is the tenant's responsibility to rehome their pet responsibly if they are no longer able to care for it.

14.2 If a tenant moves out of a property, abandons or is evicted and leaves a pet behind, the animal is considered 'property' in law, and the council will take action as with other items left in the property. If the whereabouts of the former tenant is known, then contact should be made with them to establish if they have made arrangements to have the animal rehomed. If they haven't and no longer wish to have the pet, then every effort should be made to enable them to sign a disclaimer form or send an email/text advising that they no longer wish to keep the pet.

14.3 The Housing officer should contact the RSPCA and take appropriate measures to look after the animal/s and ensure that the animal/s have access to food and water until alternative arrangements can be made for the animal/s to be rehomed. Any costs incurred by the Council in dealing with the animals left behind will be recharged to the tenant.

15. Supporting legislation and guidance

15.1 A number of pieces of legislation and guidance have informed this procedure including:

- Dover District Council Tenancy Agreement
- Animal Welfare Act 2006
- Control of Dogs Order 1992
- Dangerous Dogs Act 1991
- Dangerous Wild Animals Act 1976
- Equality Act 2010
- Housing Act 1988 (as amended 1996)
- The Microchipping of Dogs (Wales) Regulations 2015

16. Privacy Statement

16.1 DDC as a Data Controller, collects information (personal data) in order to manage and support our relationship with our Customers, comply with legal obligations, improve our services and achieve our legitimate business aims. We are committed to complying with data protection legislation when handling customers' data. Customers have rights around their data, including the right to access their data, and to object to the way it is processed. For more information on how and why we process customer's data, and how Customers can exercise their rights, please refer to our Data Protection Policy here <https://www.dover.gov.uk/Corporate->

Information/PDF/Data-Protection-Policy.pdf. Our privacy notice also provides information on how and why we process personal data, this is on our website at **www.dover.gov.uk/privacy** where you can find our corporate and housing service privacy notice.

17. Review of procedure

17.1 This procedure will be reviewed every three years, or sooner if there are any significant changes to legislation.



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Disabled Adaptations Policy

Contents

	Page
1 Introduction	2
2 Policy Aims	2
3 Relevant legislation	3
4 Definition	3
5 Adaptation process overview	3
6 Examples of work carried out by East Kent Housing	4
7 Limitations	6
8 Other options available to residents	9
9 Communication and consultation	9
10 Performance Monitoring	10
11 Equality and Diversity	10
12 Policy Monitoring and review	11
Appendices:	
1 Equality Impact Assessment	12
2 EKH Adaptations cost analysis	23

1. Executive Summary

East Kent Housing (EKH) acting in the capacity of 'Managing Agent' on behalf of Canterbury City Council, Dover District Council, Folkestone & Hythe District Council and Thanet District Council (the Client Councils) aims to provide increased alignment to the way that housing adaptations are managed through the Housing Revenue Account (HRA) and the Disabled Facilities Grant (DFG) regimes. The key features of this policy include:

- Greater focus on supporting residents to consider how their housing needs may be met in the longer term.
- Financial assistance to support residents with the costs of relocating where needed.
- Support in meeting residents overall well-being including support for carers, safety in the home, access to welfare benefits, social inclusion and referrals to sensory services and other healthcare services.
- Ensuring best use is made of adapted properties and that these are let to those in greatest need.
- Ensuring the available budget is used efficiently.

2. Introduction

The purpose of this policy is wherever possible adopt a consistent and common approach to the management of disabled adaptations delivered on behalf of the four Client Councils by EKH.

This policy standardises a number of procedures across the four Client Councils, including:

- The consideration of residents adaptations as assessed by a qualified Occupational Therapist registered with the Health & Care Professions Council (HCPC) in the UK
- The financial thresholds and categories for assessed adaptations
- Adaptations that EKH will and will not progress and options for residents
- Circumstances where EKH are required to refer the adaptations to the Client Council
- Indicative timescales within which work is expected to be carried out
- EKH communication with residents, Occupational Therapists (OTs), Social Services, Client Councils, professionals and other specialist agencies

- The management of waiting lists by EKH (e.g. where there is a high demand for adaptations that exceeds the annual budget)

This policy sets out the parameters within which the Kent County Council Occupational Therapist Team, EKH and the Client Councils will cooperate.

The policy seeks to promote fairness and equality throughout the activities of EKH, regardless of where the applicant lives, their background or circumstances.

3. Policy Aims

The primary aim of the Adaptations Service is to enable EKH and the Client Councils, within the financial and legislative constraints applicable to social housing, to identify housing solutions which best meet the assessed needs of residents with disabilities.

This policy supports the best use of financial resources and property assets. This may result in adaptations being declined where the assessed needs cannot be met within the residents current home either because of the financial cost involved, a potentially detrimental impact on the future use of the property, the practical difficulties of adapting the property and the availability of alternative solutions which may include the allocation of more suitable housing.

Adaptations will not be carried out where it is considered reasonable for a resident to move to a more suitable Council property and where there is a reasonable expectation that this accommodation will become available within a period of 12 months from the date at which EKH is made aware of the residents assessed needs.

The policy will also guide Occupational Therapists (OT) and other professionals to understand what EKH and the Client Councils will and will not be able to assist with in terms of adaptation to a residents home.

EKH aim to operate a service that offers suitable, practical and cost-effective solutions that best meet residents' assessed needs.

The key principles of this policy are to:

- provide a seamless service that puts residents at the heart of the process
- offer a range of options for residents that are both achievable and realistic
- find the best possible solution for residents to meet their individual needs
- operate legally and according to best practice
- operate within the available budget and provide value for money
- minimise waiting lists and waiting times
- measure the impact of this policy in terms of real outcomes
- work with the Client Council allocations teams to make best use of the housing stock (property assets)

Under this policy EKH will consider solutions that best meet the long-term needs of residents and their families as a primary objective, ensuring their safety, well-being and quality of life.

EKH aim to ensure that no resident waits longer than 12 months for a 'Major' adaptation and 3 months for a 'Minor' adaptation to be progressed. EKH will work with the Client Councils to agree appropriate levels of resources to meet this aim.

4. Relevant legislation

In determining this policy, regard has been given to the Client Councils Allocations Policies and the relevant statutory provisions and requirements mentioned in the Care Act 2014, the Equality Act 2010, the Chronically Sick and Disabled Persons Act 1970, the Housing Grants, Construction and Regeneration Act 1996, as amended by the Regulatory Reform (Housing Assistance) (England and Wales) Order 2002.

Section 149 of the Equality Act 2010 imposes a duty on a public authority, where it must in the exercise of its functions, have due regard for the need to eliminate discrimination and promote equality. Necessary and Appropriate, Reasonable and Practicable Works Section 24 of the Housing Grants, Construction and Regeneration Act 1996 places a duty on housing authorities who are not themselves a social services authority to consult the relevant social services authority and to satisfy themselves that the works are reasonable and practicable having regard to the age and condition of the property.

- Assessments are completed by Occupational Therapists (OT's) in line with their good practice guide and a referral is submitted to EKH detailing the nature of the work required. Each case will be individually assessed on its own merits and EKH will decide what is reasonable taking account of the need to make housing available to a wide range of people in need, over the long term.
- It is not considered reasonable to carry out adaptations that require structural alteration to the property (beyond that of widening door openings, removal of non-load bearing internal walls and forming openings less than 1.2m wide in floors and walls), involve alterations to the common parts of blocks of flats that will impact the use of these areas by residents of the block, require alterations to services that are communal to any block of flats (with the exception of door entry systems), involve the installation of flush floor showers and wet rooms to flats above the ground floor of a block of flats, limit the future use of family housing to households with disabilities. EKH will support such families to move to suitable accommodation.
- Reasonableness also relates to cost, and where the particular construction type of a property makes it excessively costly to adapt (the lower limit of 10% or £5,000 more than the equivalent cost of the adaptation to a property of standard housing construction will be applied in such instances). EKH will

refuse the adaptation in favour of offering alternative housing that meets the applicants needs or which can be readily adapted at a lower cost.

5. Definition

The Equality Act 2010 defines a disabled person as someone who has a physical or mental impairment which has a substantial and long-term adverse effect on his or her ability to carry out normal day-to-day activities.

A long-term adverse effect refers to disabilities:

- That have lasted for at least 12 months
- The effects of which will last for at least 12 months
- Which are likely to last for the remainder of a person's life

Occupational Therapists (OT) and other professionals are required to confirm that all three criteria apply to each assessment submitted to EKH for consideration.

6. Adaptation Process Overview

In order for adaptation work to be carried out, residents must request a referral to an OT approved by KCC Social Services. The OT will assess the level of disability need and a referral must be sent to EKH to be processed. This referral and any supporting information must be sent by a secure method of communication taking account of the requirements of the GDPR legislation. Where information is communicated electronically this must be password protected. In some cases the OT will request a joint visit with EKH in order to consider the feasibility of a proposal they may wish to recommend.

EKH will categorise assessments as follows:

- **Minor Adaptations** – works of £1,000 and under and stairlifts up to £5,000 are considered routine and are progressed in referral date order within 3 months
- **Major Adaptations** – works over £1,000 are sub-categorised by the OT as either 'critical' or 'substantial'. These are reviewed monthly with 'critical' taking higher priority

'Critical' major works will be carried out as soon as possible and are intended to be progressed within 6 months.

'Substantial' (and therefore not critical) major works will be put on a waiting list and carried out the order received by EKH, these are intended to be progressed within 12 months.

Performance of the contractor will be monitored through customer satisfaction surveys and post-inspections to ensure EKH meets its performance targets.

Adaptation budgets and waiting lists will be reviewed monthly with the KCC OT service and reported quarterly to EKH management and Client Councils.

7. Examples of Work that will be carried out by East Kent Housing

The following is a list of examples of adaptation work that EKH will carry out to an individual flat or house; this list is not exhaustive:

- Installation of grab rails in various locations throughout a property
- Installation of access steps/ramps to front and rear entrances
- Additional internal banister rails
- Additional external handrails
- Installation of lever taps
- Alterations to the height of electrical sockets and switches
- Fixed aids for visual and hearing impairment (door bells/ fire alarm/ smoke detectors)
- Specialist Equipment (fixed rise/fall baths, shower stretchers, wash/dry toilets)
- Level access shower facilities
- Over bath shower facilities
- Kitchen adaptations
- Extensions (within prescribed Disabled Facilities Grant (DFG) limits and where no alternative viable solution is possible)
- Work that would be eligible for funding under DFG legislation

The on-going maintenance and servicing of adaptations will be funded from annual repair and maintenance revenue budgets. The renewal/ replacement of previously installed adaptations will be treated as a renewal funded from capital budgets.

Provision of appliances and portable specialist equipment will not be funded as these are considered to be either a residents responsibility or that of health and social services.

8. Extensions and Conversions

In some instances extensions and/or conversions will be considered where these are within the financial limits contained within the DFG legislation, the property is capable of being adapted to meet a resident's needs cost effectively, such adaptation is likely to have an on-going future demand and there is no other reasonable viable alternative (including re-housing). This may include an extension or conversion of an existing outbuilding where ground floor facilities may be provided or are required.

These often require planning permission and building regulation approval, as well as a detailed feasibility study, specification and approval from the Client Council before being tendered and a contractor being appointed to carry out

the work. Work is progressed as quickly as possible and may take up to 24 months to complete.

9. Circumstances where we will not undertake an Adaptation

This section of the policy only relates to adaptations exceeding £1,000. We will not adapt a property in the following circumstances:

- Where a resident or their family is deemed to be under occupying by two or more bedrooms.
- Where a resident or their family are overcrowding and there is every likelihood that they would be rehoused in a suitable alternative property within 24 months (except in exceptional circumstances).
- Where they are waiting for a transfer to another property.
- Where the adaptation is unreasonable (indicative examples: the cost of the adaptation is abnormally expensive, structural alterations beyond those previously described are necessary to facilitate the adaptation, installing a level access shower to a flat above ground floor which cannot be accessed by an existing lift, where the residents needs can be met through amendment of the original proposal/recommendation, such as fencing a proportion of a garden rather than the entire garden or using a ground floor second reception room as a bedroom, where it requires alteration to common areas and this would have fire, health and safety implications or it would impact upon the use of the common area by other residents).
- Where there is suitable alternative adapted, part adapted accommodation or where it is considered likely that a suitable property will become available within 12 months of the request being made.
- Where an adaptation would adversely affect the council's ability to make the best use of the stock and to relet the property in the future without removing or altering the adaptation(s).
- Where the cost of the adaptation exceeds the equivalent maximum value applied to a DFG.
- Where the residents requirements are such that further adaptations will be required within 24 months and during that time it is considered likely that alternative suitable accommodation will be available.
- Where an adaptation would place others at risk (e.g. a communal stair lift with no alternative access for other first floor residents).
- Where a resident leaves a property (through their own choice or through eviction) that has previously been adapted for their needs within 5 years of any adaptation having been completed.
- Where the property is unsuitable for adaptation due to its construction form or type.
- Where the Client Council does not own the property.
- Where the property is used for temporary housing.
- Where the Client Council intends to dispose of the property within the next 36 months.
- Where the property forms part of a redevelopment proposal.
- Where the property is subject to structural movement or environmental monitoring.

10. Financial Restrictions

The financial limits as defined in legislation are expected to be applied to all adaptations (£30,000 at 1 April 2018). Where costs for major adaptations, extensions and conversions exceed these prescribed limits they will not be approved. In exceptional circumstances (where there are no reasonable alternative solutions likely to arise within 36 months) they may be referred to the Client Council for consideration and review. Approval and budget allocation will be at the sole discretion of the Client Council and may require a contribution from the resident for any costs over the £30,000 limit. Residents must also be made aware that this may be subject to a 'means test' and that if a property is increased in size, it may be subject to an increase in rent and property value.

EKH will not remove substantial adaptations (e.g. extensions) or previously installed major adaptations solely on the basis that the resident no longer needs it, even if they (or a new non-disabled resident) request it.

11. Long-term diagnosis

The long-term diagnosis of a resident's condition and the future use and occupation of the property will be key considerations when making a decision about the most appropriate solution or proposal.

EKH will work in close partnership with the OTs and KCC Social Services when developing adaptation proposals.

12. Redevelopment

Where a resident living in an adapted property is being moved because of redevelopment or refurbishment of their home, essential adaptations will be carried out in the new home being offered. This is most likely to apply to the residents of previously converted housing, older properties and sheltered housing schemes which require refurbishment. It may involve providing showers to residents who have previously only had access to communal facilities.

13. Planned Maintenance

EKH will ensure, subject to funding constraints, that any necessary adaptation works are carried out through the Capital Programmes. Our commitment to maintenance programmes that improve accessibility is intended to reduce the pressure on the adaptations budget.

An example of this is the programme to replace baths with level access shower facilities in sheltered housing schemes and ground floor one bedroomed flats.

14. Limitations

It is recognised that residents with disabilities will sometimes require very specific, tailored solutions to meet their needs. Any adaptation work will therefore only be undertaken after careful consideration of various factors including:

- The current and future needs of the resident(s) and their household
- The individual resident's level of disability
- Professional assessment/recommendations of healthcare professionals
- Characteristics of the dwelling, its construction and internal arrangement
- Planning and building regulation requirements and legislation
- Budget provision and long term property asset implications
- The most cost effective means of achieving the required outcome
- Alternative solutions to address assessed needs
- Impact upon other residents and the common areas
- Fire, health and safety legislation

15. Under-Occupancy

Where a resident is under-occupying a property by two or more bedrooms adaptation requests will be refused.

Where a resident is under-occupying a property by one bedroom EKH will consider the practicalities and cost involved in adapting the under-occupied property and its future use against the potential benefits to the resident and the Client Council of moving them to a suitable smaller home.

Our primary aim is to ensure residents are housed in the most appropriate home to meet their needs. Secondary aims are to ensure budgets are spent effectively and that the long term benefits derived from the housing stock is preserved for future use.

Where EKH feel a resident's needs are best met by moving to a smaller suitable home, our overarching concern will always be to consider the wider impact of a potential move on the resident's well-being and continuity of care. This will be judged on a case-by-case basis in collaboration with the OT and the Client Council.

Where a resident is under-occupying but has been granted under-occupation exemption via spare room subsidy, EKH will authorise adaptations providing the property is suitable to be adapted. Evidence of exemption must be provided.

16. Overcrowding

Where a resident and their household is deemed to be overcrowded any referral for additional space, for example an extra bedroom, will not be deemed a valid adaptation on the grounds of social overcrowding. This will be classed as a Housing Needs issue and will be referred to the Client Council to help the resident find a more suitable property to meet that need.

17. End of tenancy

Major adaptations will not be carried out where eviction action is pending or where the tenancy will not, or is not likely to continue, beyond a period of 12 months from the date upon which the recommended adaptation is received by EKH. This is to ensure that adaptations are not carried out at a property if the resident that needs the adaptation is going to be moving.

18. Right-to-buy

EKH will not carry out adaptations to properties that are going through the right-to-buy process. Any adaptation may be progressed by applying for adaptations through the DFG. If a resident is completing a right-to-buy application it should be noted that the sale and value of a property will be affected if major adaptations have already been carried out.

19. Suitability of property for adaptation

In some cases a property may not be suitable for adaptation due to the characteristics of the building. For example, because of its age, location, internal layout, type of construction, surrounding buildings, or ground conditions. Where an adaptation cannot be carried out for any of these reasons, EKH will recommend moving the resident to a more suitable property that can be adapted to meet their needs.

20. Level access showers above ground floor

New residents with a disability or who are elderly are not usually housed in flats above ground floor level, as access may prove difficult for them. For disabled and elderly residents currently living in flats above the ground floor, EKH will actively encourage rehousing in a ground floor property before considering any adaptation recommending the installation of level access showers in these properties.

In doing so EKH will consider the likelihood of a suitable property being available within 24 months and the long-term needs of the resident, as well as their ability to access the property.

21. Pavement crossovers and hard standings

Pavement crossovers and hard standings for car parking are primarily aimed at wheelchair users and residents with severe disabilities. These requests are subject to approval by the local Planning Department and Kent County Council Highways and they will only be progressed once such approvals are received.

22. Mutual Exchanges and Transfers

Where a resident requests a mutual exchange or transfer from their adapted property, through their own choice, to one that is not suitably adapted, EKH will only carry out further adaptations where the existing ones were completed more than 5 years before the move. EKH will take account of the reasons for the move and work with the resident(s) to consider the option that best meets their long-term needs and requirements of the resident(s) and/or their family.

23. Stair lifts and through floor lifts in stand-alone properties

Stair lifts are classified as a minor adaptation and these will be progressed where the property will accommodate the stairlift installation and the necessary power supply.

Through floor lifts will be considered after all alternative solutions have been explored, including re-housing. These types of adaptations are subject to the constraints of the existing construction of the property and a fire safety assessment.

24. Specialist fixed and free-standing equipment

Specialist equipment such as rise and fall baths, bath and shower stretchers that are fixed to the structure of the property will be considered after all alternative solutions have been explored. These types of adaptations are subject to the; constraints of the existing construction, layout of the property, budget availability and financial expenditure limits applicable to adaptations.

It should be noted that the cost of such specialist equipment and the limited supply source may require EKH to undertake additional financial approval processes including obtaining a 'Waiver' for the purchase of these items.

Specialist free standing equipment will not be funded as an adaptation or installed by EKH as this is considered a Health and Social Service/ resident responsibility.

25. Communal areas and flatted accommodation

EKH recognises that where works are both essential and reasonably practical, we shall consider essential access requirements to the common areas of blocks

of flats and estates. Such proposals may require the consent of other residents and must not impair or compromise other residents safety and will therefore be risk assessed on a case by case basis.

26. Stair lifts in communal areas of blocks of flats

EKH will not authorise the installation of a stair lift in a communal staircase in a block of flats or the shared common areas of property. This is due to the increased risk of an impeded exit, to the disabled person, other users of the building and the emergency services.

27. Access and Egress

Suitable access will be considered for the main front door and/or existing rear door(s) to a property, where reasonable and practical. If this is not viable the most economical provision will be explored, which may include other adaptations such as changing windows to doors. This will be at the discretion of EKH in conjunction with the OT.

28. Referrals relating to behaviour

It is appreciated that where a resident has challenging behaviour as a result of their disability it can cause difficulties and put additional strain on the resident, their family and neighbours.

Sometimes in these circumstances additional space or specialist facilities and equipment are recommended.

If a resident is unable to share a bedroom for reasons of privacy, safety or due to a medical condition that affects their behaviour, and adequate additional space could be provided within the property by converting the existing property or space within it that would meet their assessed need this will be considered before considering an extension.

For other referrals relating to behaviour, EKH will work with the OT to consider the best solution and only carry out an adaptation where there is a genuine medical need that satisfies the requirements of this policy, and only when all alternative options have been exhausted.

29. Mobility Scooters

EKH will not provide provision for resident's mobility scooters.

Residents will be responsible for altering access paths/gates and supplying hard standings, sheds, electrical supply and any other associated works

connected to accommodating their scooter, after receiving permission from EKH and where applicable Building Control and Planning.

Mobility scooters must not be positioned in communal areas or stored near habitable properties, to ensure prevention of risk of fire.

30. Other options available to residents

In cases where a residents assessed needs and the recommended adaptation, does not meet the requirements of this Policy residents may choose to apply for DFG funding or consider other options that may be available, such as:

- Funding through a charity
- Armed forces associations
- Self-funding

These funding options are subject to written permission from EKH and will only be agreed if the option is reasonable and meets the resident's assessed needs.

If a resident carries out their own work, they will also need permission in writing from EKH before any work is started.

In these cases the resident must:

- Ensure the proposed work is carried out by a fully competent qualified contractor
- Conform to the appropriate regulations and legislation
- Be responsible for putting right any damage relating to the works being carried out
- Contact EKH upon completion of any work so we can inspect the work to ensure it has been carried out to a satisfactory standard
- Provide EKH with any relevant certificates of the work upon completion
- Maintain and repair any equipment or fittings they have installed.

If a resident carries out their own work with written permission from EKH, EKH reserves the right to request that the property is put back to its original condition upon termination of the tenancy and any such requirement will be made known to the resident as part of the original written permission. The cost of this must be met by the resident.

31. Communication and Consultation

EKH recognises the importance of communicating with residents and will:

- Provide clear and comprehensive advice and information to residents, with an aim for a single point of contact
- Contact residents to confirm approval of recommended adaptations; when the work will be carried out, or that there is a waiting list

- Keep residents informed of where they are on the waiting list and provide an approximate waiting time for their adaptations
- Inform residents and explain why recommended adaptations have been refused under the limitations of this policy
- Consult in person with residents regarding major works and explain the scope of the works and how long it will take to complete.
- Where appropriate, provide residents with colour choices (e.g. for major bathroom adaptations – paint, tiles, flooring etc. - within EKH specification)
- Work with occupational therapy and healthcare professionals on individual cases to ensure the most timely and cost-effective options are considered

EKH will actively promote this policy and the adaptations service.

32. Performance Monitoring

EKH recognise the importance of working in partnership with residents and stakeholders to develop and continually improve our services and raise standards.

To demonstrate this EKH is committed to:

- Monitoring completed adaptations through the use of customer satisfaction surveys; to ensure we maintain performance and help inform future service improvements
- Publishing information in relation to EKH performance against the aims and standards set out in this policy
- Training EKH staff to recognise the need for adaptations and to enable them to give guidance to residents who may require an OT referral
- Complying with the EKH Comments, Complaints and Compliments policy when a tenant wishes to complain or make a comment about any aspect of the adaptations process

33. Equality and Diversity

Through the management of this policy EKH aim to treat all residents fairly, and with respect and professionalism regardless of their gender, race, age, disability, religion, sexual orientation and/or marital status.

To enable all residents to have clear information and equal access to our services, EKH will publish this policy in a range of languages and formats and/or through a range of media, where appropriate, upon request. Full details of our approach are set out in the EKH Equality and Diversity Policy.

Where there is a barrier to accessing information about the service, extra effort will be made by EKH staff and its representatives to ensure the resident understands the process. This may involve asking a relative or third party for help, or employing translation or interpretation services if necessary.

EKH staff will be sensitive to people who have lived in properties for a long time, to ensure that any solution (whether an adaptation or a move) is in the tenant's best interest and supports their long-term needs, well-being and continuity of care.

34. Policy Monitoring and Review

This policy and any associated procedures will be reviewed at least every three years. The review will ensure that a comprehensive service is being offered that meets residents' requirements. The policy will also be reviewed in accordance with any future legislative changes as and when they occur, or if the policy is deemed to be unfit for purpose and/or no longer reflects residents' changing needs.

Monitoring of performance and satisfaction with the adaptations service will be used to inform any future policy review in this area. All reviews will consider whether:

- The current policy adheres to legislative and regulatory requirements, and reflects good practice
- The aims and objectives of the policy are being met
- The current policy outcomes meet the needs and requirements of our customer base
- Service users are aware and understand the policy and believe it to be fair and consistent
- The service offers value for money

Overall monitoring and review of this policy will be undertaken in consultation with staff, resident groups, the four East Kent Councils, the KCC Occupational Therapy Service and other relevant partners and stakeholders.