

Enquiries to:
Committee Services

Direct Dial: 024 7637 6204

Direct Email:
committee@nuneatonandbedworth.gov.uk

Date: 20th November 2024

**INDIVIDUAL CABINET
MEMBER DECISION**

Dear Sir/Madam,

The Cabinet Member for Housing (Councillor C. Watkins) is to consider the following reports and make a decision on **Thursday 28th November 2024** at **4.00pm** in Committee Room D, Town Hall, Nuneaton.

Yours faithfully,

TOM SHARDLOW
Chief Executive

A G E N D A

PART 1

PUBLIC BUSINESS

1. EVACUATION PROCEDURE

A fire drill is not expected, so if the alarm sounds, please evacuate the building quickly and calmly. Please use the stairs and do not use the lifts. Once out of the building, please gather outside Lloyds Bank on the opposite side of the road.

Exit by the door by which you entered the room or by the fire exits which are clearly indicated by the standard green fire exit signs.

If you need any assistance in evacuating the building, please make yourself known to a member of staff.

Please also make sure all your mobile phones are turned off or set to silent.

2. PUBLIC CONSULTATION - Members of the public will be given the opportunity to speak on specific agenda items if notice has been received.

Members of the public will be given three minutes to speak on a particular item and this is strictly timed. The chair will inform all public speakers that: their comments must be limited to addressing issues raised in the agenda item under consideration: and that any departure from the item will not be tolerated.

The chair may interrupt the speaker if they start discussing other matters which are not related to the item, or the speaker uses threatening or inappropriate language towards Councillors or officers and if after a warning issued by the chair, the speaker persists, they will be asked to stop speaking by the chair. The chair will advise the speaker that, having ignored the warning, the speaker's opportunity to speak to the current or other items on the agenda may not be allowed. In this eventuality, the chair has discretion to exclude the speaker from speaking further on the item under consideration or other items of the agenda.

3. DECLARATIONS OF INTEREST - To receive declarations of Disclosable Pecuniary and Other Interests, in accordance with the Members' Code of Conduct.

Declaring interests at meetings

If there is any item of business to be discussed at the meeting in which you have a disclosable pecuniary interest or non-pecuniary interest (Other Interests), you must declare the interest appropriately at the start of the meeting or as soon as you become aware that you have an interest.

Arrangements have been made for interests that are declared regularly by members to be appended to the agenda (**Page 5**). Any interest noted in the Schedule at the back of the agenda papers will be deemed to have been declared and will be minuted as such by the Committee Services Officer. As a general rule, there will, therefore, be no need for those Members to declare those interests as set out in the schedule.

There are, however, TWO EXCEPTIONS to the general rule:

1. When the interest amounts to a Disclosable Pecuniary Interest that is

engaged in connection with any item on the agenda and the member feels that the interest is such that they must leave the room. Prior to leaving the room, the member must inform the meeting that they are doing so, to ensure that it is recorded in the minutes.

2. Where a dispensation has been granted to vote and/or speak on an item where there is a Disclosable Pecuniary Interest, but it is not referred to in the Schedule (where for example, the dispensation was granted by the Monitoring Officer immediately prior to the meeting). The existence and nature of the dispensation needs to be recorded in the minutes and will, therefore, have to be disclosed at an appropriate time to the meeting.

Note: Following the adoption of the new Code of Conduct, Members are reminded that they should declare the existence and nature of their personal interests at the commencement of the relevant item (or as soon as the interest becomes apparent). If that interest is a Disclosable Pecuniary or a Deemed Disclosable Pecuniary Interest, the Member must withdraw from the room.

Where a Member has a Disclosable Pecuniary Interest but has received a dispensation from Audit & Standards Committee, that Member may vote and/or speak on the matter (as the case may be) and must disclose the existence of the dispensation and any restrictions placed on it at the time the interest is declared.

Where a Member has a Deemed Disclosable Interest as defined in the Code of Conduct, the Member may address the meeting as a member of the public as set out in the Code.

Note: Council Procedure Rules require Members with Disclosable Pecuniary Interests to withdraw from the meeting unless a dispensation allows them to remain to vote and/or speak on the business giving rise to the interest.

Where a Member has a Deemed Disclosable Interest, the Council's Code of Conduct permits public speaking on the item, after which the Member is required by Council Procedure Rules to withdraw from the meeting.

4. SUCCESSION POLICY a report of the Assistant Director - Social Housing & Community Safety, attached **(Page 6)**.
5. VOID MANAGEMENT POLICY a report of the Assistant Director - Social Housing & Community Safety, attached **(Page 19)**.
6. RECHARGE POLICY a report of the Assistant Director - Social Housing & Community Safety, attached **(Page 30)**.
7. GARDEN ASSISTANCE POLICY a report of the Assistant Director - Social Housing & Community Safety, attached **(Page 44)**.
8. DEMENTIA AND COMPLEX NEEDS POLICY a report of the Assistant Director - Social Housing & Community Safety, attached **(Page 55)**.
9. COMPENSATION REMEDY POLICY a report of the Assistant Director - Social Housing & Community Safety, attached **(Page 66)**.

10. ADMINISTERING MEDICATION POLICY a report of the Assistant Director - Social Housing & Community Safety, attached (**Page 84**).

Councillor Watkins - Schedule of Declarations of Interests – 2024/2025

	Name of Councillor	Disclosable Pecuniary Interest	Other Personal Interest	Dispensation
	General dispensations granted to all members under s.33 of the Localism Act 2011			Granted to all members of the Council in the areas of: <ul style="list-style-type: none"> - Housing matters - Statutory sick pay under Part XI of the Social Security Contributions and Benefits Act 1992 - An allowance, payment given to members - An indemnity given to members - Any ceremonial honour given to members - Setting council tax or a precept under the Local Government Finance Act 1992 - Planning and Licensing matters - Allotments - Local Enterprise Partnership
	C. Watkins	Employee of Nutri Pack	Representative on the following outside bodies: <ul style="list-style-type: none"> • Nuneaton and Bedworth Community Enterprises Ltd. (NABCEL) • Coventry, Warwickshire and Hinckley and Bosworth Joint Committee • Local Government Association • Nuneaton and Bedworth Home Improvement Agency • Nuneaton and Bedworth Safer and Stronger Communities Partnership • Nuneaton and Bedworth Community Enterprises Ltd • Warwickshire Housing Support Partnership • West Midlands Combined Authority Board (WMCA) • West Midland Combined Housing and Land delivery Board 	

Individual Cabinet Member Decision

Report Summary Sheet

Date: 28 November 2024

Subject: Succession Policy

Portfolio: Housing

From: Nicola Botterill – Assistant Director, Social Housing & Community Safety

Summary:

The report is presented to seek approval for Nuneaton and Bedworth Borough Council to adopt the revised Succession Policy.

Recommendations:

It is recommended that the revised policy is authorised and approved ready for its continued operation.

Options:

- a) To approve the recommendation
- b) To not approve the recommendation

Reasons:

- The initial policy was reviewed in 2022 and the revised Policy is required to ensure that the Housing & Communities team adopts a consistent, fair and transparent approach; in the way it deals with cases for Succession
- The policy is required to ensure that:
 - the succession and assignment of council owned properties complies with legislation, statutory guidance, and good practice
 - that all applicants for housing are treated fairly, whilst being sensitive to their particular circumstances.
 - NBBC makes the best use of housing stock
 - NBBC provide high quality services which are clear and understandable to those who use them and help applicants/tenants understand the operation of the Succession Policy

Consultation undertaken with Members/Officers –

The involved Tenant Panel and lead officers have been consulted and their comments have been considered when drafting this policy.

Subject to call-in: Yes

Ward relevance: All Wards within the Borough of Nuneaton and Bedworth

Forward plan: N/A

Corporate Priorities:

Aim 1
Priority 1

Relevant statutes or policy: N/A

Equalities Implications:

There are no significant negative impacts as a result of this policy on any of the protected characteristics

Human resources implications: N/A

Financial Implications: N/A

Health Inequalities Implications: N/A

Risk management implications: N/A

Environmental implications: N/A

Legal implications:

Section 86A to 89 of the Housing Act 1985 sets out who may succeed to a secure tenancy as amended significantly by the Localism Act 2011. Succession to an introductory tenancy is set out in Sections 131 to 133 of the Housing Act 1996

Contact details:

Nicola Botterill, Assistant Director Social Housing & Community Safety – 024 7637 6523

Nicola.botterill@nuneatonandbedworth.gov.uk

AGENDA ITEM NO.4

NUNEATON AND BEDWORTH BOROUGH COUNCIL

Report to: Cabinet Member - Housing

From: Nicola Botterill Assistant Director – Social Housing & Community

Date: 21 November 2024

Subject: Succession Policy

Portfolio: Housing (Councillor C. Watkins)

1. Purpose of Report

1.1 This report seeks approval for the revised Succession Policy.

2. Recommendation

2.1 It is recommended that the revised policy is authorised and approved ready for its continued operation.

3. Background

3.1 When a Council tenant dies it may be possible for the spouse, civil partner, or certain other family members to take over the tenancy – this is known as succession. The rights to succeed to a secure tenancy are set out in the Housing Act 1985.

3.2 This Policy sets out Nuneaton and Bedworth Borough Council's position regarding the rights of a spouse, civil partner, or other family members to take over a tenancy following the death of a tenant.

3.3 The Policy will outline the process of how the Council will deal with requests for succession and will also outline the criteria in which an applicant will succeed to a tenancy.

3.4 The purpose of this policy to:

- ensure the succession and assignment of council owned properties complies with legislation, statutory guidance, and good practice
- treat all applicants for housing fairly, whilst being sensitive to their particular circumstances.
- make the best use of housing stock
- provide high quality services which are clear and understandable to those who use them and help applicants/tenants understand the operation of the Succession Policy.

4. Consultation

- 4.1 The involved Tenant Panel and lead officers have been consulted and their comments have been considered when drafting this policy.

Nicola Botterill

Assistant Director – Social Housing & Community Safety



Succession Policy

Issued by Housing & Community Safety

November 2024

Succession Policy Quality Record

Revision	Date	Description	Stage	Agreed
Draft	7.4.21	1 st revision	Draft	
Draft				
Draft	27.4.21	Approved	Final	Yes
Draft	5.11.24	2 nd Revision	Final	
Draft	5.11.24	EqIA	Final	

Contents	Page
1. Introduction	4
2. Purpose	4
3. Scope	4
4. Responsibility	4
5. Legislation & Guidance	4
6. Civil Partnership Act 2004	6
7. Operational Principals	6
8. Appeals	7
9. Review date	7

**This Policy is available in larger print.
Please contact Human Resource if you require
assistance.**

1. Introduction

- 1.1 When a Council tenant dies it may be possible for the spouse, civil partner, or certain other family members to take over the tenancy – this is known as succession. The rights to succeed to a secure tenancy are set out in the Housing Act 1985.
- 1.2 This Policy sets out Nuneaton and Bedworth Borough Council's position regarding the rights of a spouse, civil partner, or other family members to take over a tenancy following the death of a tenant.
- 1.3 The Policy will outline the process of how the Council will deal with requests for succession and will also outline the criteria in which an applicant will succeed to a tenancy.

2. Purpose

- 2.1 The purpose of this policy is to:
 - ensure the succession and assignment of council owned properties complies with legislation, statutory guidance, and good practice
 - treat all applicants for housing fairly, whilst being sensitive to their particular circumstances.
 - make the best use of housing stock
 - provide high quality services which are clear and understandable to those who use them and help applicants/tenants understand the operation of the Succession Policy.

3. Scope

- 3.1 This policy applies to tenants that hold an introductory or secure tenancy with Nuneaton and Bedworth Borough Council.

4. Responsibility

- 4.1 The Assistant Director – Social Housing & Community Safety retains the overall responsibility for the implementation of this Policy
- 4.2 The Landlord Services Manager is responsible for the operational delivery of this policy and the associated procedures. This includes responsibility for monitoring and reviewing, staff awareness and training, policy development and communication to tenants.
- 4.3 Council staff should not feel under pressure and should always be careful not to confirm succession rights apply until checks of the tenancy agreement and file have been carried out. Occasionally it may also be helpful for legal advice to be taken.

5. Legislation & Guidance

- 5.1 Section 86A to 89 of the Housing Act 1985 sets out who may succeed to a secure tenancy as amended significantly by the Localism Act 2011. Succession to an introductory tenancy is set out in Sections 131 to 133 of the Housing Act 1996.

- 5.2 There can only be one succession to a secure tenancy, so if the deceased tenant was themselves a successor to the tenancy, there are no further succession rights in law. A person is treated as a successor in the circumstances set out in the Housing Act 1985 s 88 which are summarised below if:
- a) they took over the tenancy as the spouse or partner or family member qualified to succeed to the tenancy after the original tenant died
 - b) they were a joint tenant and took over the tenancy by surviving the other joint tenant when they died;
 - c) they became a tenant as a result of an assignment (not mutual exchange).
 - d) they become the tenant following a transfer of tenancy by the Family court where the previous tenant was a successor
 - e) they mutually exchanged to the property and they were a successor at the old address that they assigned
 - f) They were previously an introductory tenant and were a successor to the introductory tenancy
 - g) Within six months of the coming to an end of a periodic secure tenancy the tenant became a tenant under another secure tenancy which is a periodic tenancy, and (a) the tenant was a successor in relation to the former tenancy, and (b) under the other tenancy either the property or the Council, or both, are the same as under the former tenancy. The tenant is then also a successor in relation to the other tenancy unless the tenancy agreement provides otherwise.
- 5.3 For a spouse or partner to qualify to succeed to a tenancy he or she must have been occupying the property as his or her only or principal home as at the date of the tenant's death. It is appropriate for the Council to investigate and ask for evidence about the nature of the relationship if there is reason to believe the spouse or partner had moved out or the relationship had broken down before the tenant's death.
- 5.4 For a family member successor to qualify to succeed to a tenancy he or she must have been occupying the property as his or her only or principal home
- 5.5 An application by a person claiming they qualify to succeed to the tenancy must provide formal proof of residency at the property for 12 months. This evidence must cover the whole period of 12 months prior to the death of the tenant. Evidence which only covers a portion of the period of 12 months will not be sufficient. Proof may constitute benefit documentation, utility bills, council tax bills, entry on the electoral roll, address on driving licence, registration address with GP or children's schools, documentation submitted to the tax office, pay slips etc.
- 5.6 Upon either type of succession occurring, no new tenancy is created (as the existing tenancy is in effect taken over by the successor and as such the existing rent charge will continue to apply to the successor and arrears or credits also transfer to the successor)
- 5.7 There are no rights of succession apart from the normal inheritance of the tenancy for the remainder of the term in a Flexible Tenancy (section 90 Housing Act 1985). E.g. survivorship of the spouse, civil partner.

5.8 Where tenancy granted before 1 April 2012

- 5.8.1 Where a secure or introductory tenancy has been granted before 1 April 2012, then a person will be qualified to succeed to the tenancy where they are either:
- the sole tenant's spouse or civil partner or a person living with the tenant as their spouse or civil partner; or
 - another member of the sole tenant's family and has resided with the tenant for twelve months ending with the tenant's death

- 5.8.2 Family members include parents, grandparents, children, grandchildren, brothers, sisters, aunts, uncles, nephews, nieces. Step and half relatives are treated as blood relatives.

5.9 Where the tenancy was granted after 1 April 2012

- 5.9.1 Where a secure tenancy has been granted after 1 April 2012, then a person will only be qualified to succeed to the tenancy where they are either the sole tenant's spouse or civil partner or a person living with the tenant as their spouse or civil partner.
- 5.9.2 If the secure tenancy began after 1 April 2012 there are no longer any statutory rights of succession for family members to succeed unless such a right is given in the Council's tenancy agreement (which it is not).
- 5.9.3 Where a Secure tenant dies and their spouse or civil partner lived at the property as their only or principal home as at the date of the tenant's death (whether or not a joint tenant), the tenancy automatically vests in the spouse on the date of the tenant's death, subject to them qualifying as above.
- 5.9.4 A person living with a tenant as husband or wife or a civil partner is treated as a spouse. Section 86A (5) of the Housing Act 1985 confirms. They do not need to have resided with the tenant for 12 months before the death.
- 5.9.5 Note that for introductory tenancies there is no change to their rights to succeed regardless of when the tenancy began. Both a spouse or partner and family member successor have a right to succeed if there is a person who qualified whether the tenancy began before or after 1 April 2012. This is because the legislative provision to change the position to bring introductory tenancies in line with secure tenancies has not yet been brought into force (s130A Housing Act 1996).

6. Where family members cannot agree who takes over the tenancy

- 6.1 In circumstances where there is more than one person who claims to qualify to succeed the tenancy and the parties cannot agree, the matter will be referred to the Head of Housing & Responsive Repairs for consideration. A spouse or partner always takes priority over a family member. If there are two competing family members, then the Head of Housing & Responsive Repairs chooses who should succeed as permitted by s89(2) Housing Act 1985.
- 6.2 If the accommodation is larger than is reasonably required by the family member successor (who is not the deceased tenant's spouse or partner), then the Council can seek possession under Ground 15A of Schedule 2, Part III of the Housing Act 1985. The Council will work with the successor to offer smaller, more suitable alternative accommodation. Every effort will be made to find smaller accommodation that is suitable for the successor. If other grounds for possession are available, then they may also be used at any time after a succession.

7. Operational principles

- 7.1 The Council will exercise the statutory right given to secure tenants under the Housing Act 1985, amended Localism Act 2011 to pass on their tenancy following their death.

- 7.2 Where possible, the Tenancy Services team will investigate and respond to an application for succession within 10 working days of a written application.
- 7.3 The successor succeeds to the tenancy. A succession cannot be refused because the property will be under-occupied. After the succession, however, the Council may ask a successor who is under-occupying if they would voluntarily like to move and make an offer of suitable alternative accommodation, which is smaller.
- 7.4 For a family member who is entitled to succeed but who will be under-occupying and does not voluntarily agree to move to a smaller property there is however a specific ground for possession that can be used after the succession has taken place. This is ground 15A. A Notice of Seeking Possession relying on Ground 15A can only be served in the 6 – 12 month window after the tenant died (not before 6 months' after the previous tenant has died, and not after 12 months since the previous tenant died). Suitable alternative accommodation must be offered when this ground is relied upon. Ground 15A is not available to a spouse or partner successor.
- 7.5 An application by a person qualified to succeed to the tenancy must provide formal proof of residency at the property. This must cover a period of 12 months prior to the death of the tenant. Formal proof may constitute benefit documentation, documentation submitted by the tax office, pay slips, medical documentation.
- 7.6 A successor will take on the original terms of the tenancy terms and obligations of the original tenancy agreement (including the payment of any rent arrears owed or the benefit of any rent credit).

8. Discretion

- 8.1 In exceptional circumstances where there is no legal right of succession, we may consider granting a new tenancy to a person remaining in a property after the tenant's death. Housing Officers should consider amendments to the Allocations Policy 2019. These cases should be referred to the Tenancy Services Manager for consideration and the person requesting the tenancy should be asked to register with NBBC Homes.

9. Appeals

- 9.1 Any person who is dissatisfied with a decision made concerning their application for succession should discuss the matter in the first instance with the Tenancy Services Manager. If they are still dissatisfied, then the complaint will be dealt with through the Council's complaints policy.

10. Review date

- 10.1 Every three years or on the introduction of new legislation, regulation, or good practice guidance.



Individual Cabinet Member Decision

Report Summary Sheet

Date: 28 November 2024

Subject: Void Management Policy

Portfolio: Housing

From: Nicola Botterill – Assistant Director, Social Housing & Community Safety

Summary:

The report is presented to seek approval for the revised and updated Void management Policy.

Recommendations:

That the Policy is approved and continues to be operational.

Options:

- a) To approve the recommendation
- b) To not approve the recommendation

Reasons:

- The current Policy has been in force since 2017 and one is still is required to ensure that Nuneaton and Bedworth Council adopt a consistent, fair and transparent approach in the way it deals with Void Management.
- It is important to implement a Void Management policy for the following reasons:
 - ensure that Nuneaton and Bedworth Council Housing & Communities team provide good management of void properties, in order to maximise rental income and to provide a quality service which meets housing need.
 - ensure that properties allocated by the Council meet acceptable standards
 - maximise rental income by minimising the amount of time properties are empty
 - ensure the effective and efficient management of properties
 - enable the effective monitoring of void management
 - ensure that the Council makes best use of housing stock to meet housing need.
 - minimise the time taken to relet properties once they become vacant.

Consultation undertaken with Members/Officers –

The involved Tenant Panel and lead officers have been consulted and their comments have been considered when drafting this policy.

Subject to call-in: Yes

Ward relevance: All Wards within the Borough of Nuneaton and Bedworth

Forward plan: N/A

Corporate Priorities:

Aim 1
Priority 1

Relevant statutes or policy: N/A

Equalities Implications:

There are no significant negative impacts as a result of this policy on any of the protected characteristics

Human resources implications: N/A

Financial Implications: N/A

Health Inequalities Implications: N/A

Risk management implications: N/A

Environmental implications: N/A

Legal implications: N/A

Contact details:

Nicola Botterill – Assistant Director – Social Housing & Community Safety

Nicola.botterill@nuneatonandbedworth.gov.uk

AGENDA ITEM NO.5

NUNEATON AND BEDWORTH BOROUGH COUNCIL

Report to: Cabinet Member - Housing

From: Nicola Botterill – Assistant Director, Social Housing & Community Safety

Date: 28 November 2024

Subject: **Void Management Policy**

Portfolio: Housing (Councillor C. Watkins)

1. Purpose of Report

1.1 This report seeks approval for Nuneaton and Bedworth Borough Council to adopt the revised Void Management Policy forthwith.

2. Recommendation

2.1 It is recommended that the Policy is approved and continues to be operational

3. Background

3.1 Effective void management is a foundation of good housing management and not only ensures that the Council maximises its income but also ensures that the most effective use is made of the housing stock in order to meet housing need. Turning around empty properties and repairing and letting them within agreed performance targets is crucial to our performance as a housing provider.

3.2 The current policy has been reviewed and one is required to ensure that the Housing & Communities team adopts a consistent, fair and transparent approach; in the way it deals with Void property Management

3.3 It is important to implement a Void Management policy for the following reasons:

- ensure that Nuneaton and Bedworth Council Housing & Communities team provide good management of void properties, in order to maximise rental income and to provide a quality service which meets housing need.
- ensure that properties allocated by the Council meet acceptable standards

- maximise rental income by minimising the amount of time properties are empty
- ensure the effective and efficient management of properties
- enable the effective monitoring of void management
- ensure that the Council makes best use of housing stock to meet housing need.
- minimise the time taken to relet properties once they become vacant.

4. Consultation

- 4.1 The involved Tenant Panel and lead officers have been consulted and their comments have been considered when drafting this policy.

Nicola Botterill
Assistant Director – Social Housing & Community Safety



Void Management Policy

Issued by Housing & Community Safety

November 2024

Void Management Policy Quality Record

Revision	Date	Description	Stage	Agreed
Draft	28.7.21	1 st revision	Draft	
Draft		Single Member Decision		
	5.7.21	EqIA	Approved	5.7.21

Contents	Page
1. Policy Statement	4
2. Purpose	4
3. Scope	4
4. Responsibility	4
5. Operational Principles	5
6. Pre-Vacation Inspections	5
7. Equalities	5
8. Related Documents	6
9. Review date	6

**This Policy is available in larger print.
Please contact Human Resource if you require
assistance.**

1. Policy statement

- 1.1 Effective void management is a foundation of good housing management and not only ensures that the Council maximises its income but also ensures that the most effective use is made of the housing stock in order to meet housing need. Turning around empty properties and repairing and letting them within agreed performance targets is crucial to our performance as a housing provider.

2. Purpose

- 2.1 The purpose of this policy is to:
- ensure that Nuneaton and Bedworth Council Housing teams provide good management of void properties, in order to maximise rental income and to provide a quality service which meets housing need.
 - ensure that properties allocated by the Council meet acceptable standards
 - maximise rental income by minimising the amount of time properties are empty
 - ensure the effective and efficient management of properties
 - enable the effective monitoring of void management
 - ensure that the Council makes best use of housing stock to meet housing need.
 - minimise the time taken to relet properties once they become vacant.

3. Scope

- 3.1 This policy covers void management activity. Void management is a term used to define how Nuneaton and Bedworth Borough Council deal with vacant properties.
- 3.2 A 'void' is a property that does not have a current tenancy. The void period is the time between the date of termination of the previous tenancy and start date of the new tenancy.
- 3.3 Void management activity covers a number of related tasks, such as:
- Tenancy termination
 - Inspections
 - Identifying rechargeable works
 - Ordering the necessary void works
 - Allocation of property, including viewing and sign up's
 - Creating new tenancies

4. Responsibility

- 4.1 The Responsive Repairs Manager retains the overall responsibility for the implementation of this Policy
- 4.2 The Assistant Director – Social Housing & Community Safety, Responsive Repairs Manager, Capital Investment Service Manager, Landlord Services Manager & Voids and Planned Team Leader are all responsible for the operational delivery of this policy and the associated procedures. This includes responsibility for monitoring and reviewing, staff awareness and training, policy development and communication to tenants.

5. Operational principles

- 5.1 The key principle is to ensure that the Void Management Policy is incorporated into the day to day delivery of the service.
- A period of four weeks' Notice of Termination is required under the Tenancy Agreement.
 - Where access is available the pre vacation inspection and where practicable, any minor repairs will be carried out within the period of Notice of Termination.
 - Any void works will normally be completed as early as possible after receipt of the keys.
 - All potential vacancies will be advertised at the earliest opportunity during the notice period to minimise the void period.
 - Outgoing tenants will be recharged for repairs which have become necessary through wilful damage or neglect.

6. Pre-vacation Inspections

- 6.1 A pre-vacation inspection will be carried out before the tenancy terminates. The tenant or the tenants representatives will be asked to attend the inspection. The main purpose of this inspection is to:
- Identify any rechargeable repairs
 - Identify any aspects of disrepair and establish those which are the responsibility of the Council or the tenant.
 - Agree what effects (such as carpets) are to remain in the property and to advise that the property should be cleared of all other personal possessions. Any items left will be disposed of and recharged to the outgoing tenant.
 - Check that any alterations completed by the outgoing tenant are of satisfactory standard and to identify qualifying improvements for compensation
 - Identify any adaptations or special feature to assist with the allocation process.
 - Assess any redecoration allowance for the future tenant

7. Equalities

- 7.1 Nuneaton & Bedworth Borough Council is committed to achieving equality of opportunity for all and is wholly opposed to all forms of discrimination. It is our policy to treat everyone fairly, regardless of age, disability, race, national origin, ethnicity or nationality, religion or belief, gender, gender reassignment status, marital or civil partnership status, pregnancy or maternity and sexual identity.

8. Related Documents

- Tenancy Agreement
- Rechargeable Repairs Policy
- Lettable Standards Policy
- Repairs Policy
- Mutual Exchange Procedure
- Allocations Policy

9. Review date

- 9.1 Every three years or on the introduction of new legislation, regulation or good practice guidance.



Individual Cabinet Member Decision

Report Summary Sheet

Date: 28 November 2024

Subject: Recharge Policy

Portfolio: Housing

From: Nicola Botterill – Assistant Director – Social Housing & Community Safety

Summary:

The report is presented to seek approval for the updated Recharge Policy.

Recommendations:

It is recommended that the revised policy is authorised and approved so it can continue to operate.

Options:

- a) To approve the recommendation
- b) To not approve the recommendation

Reasons:

- The purpose of this policy is to ensure that the Housing & Communities team adopts a consistent, fair and transparent approach; in the way it deals with the management of chargeable repairs.
- The aims of the Policy are to:
 - ❖ To ensure that rechargeable repairs are dealt with transparently and efficiently
 - ❖ To recover the cost of rechargeable repairs from current and former tenants
 - ❖ To ensure that associated costs are pursued from those tenants who neglect their property or deliberately cause damage.
 - ❖ To maximise income by the recovery of debts in relation to rechargeable repairs
- The Policy will also set out the rechargeable items that current or former tenants may be charged for and the estimated associated cost of those items. These are detailed within the ‘Schedule of Charges and Repairs’ document.

Consultation undertaken with Members/Officers –

The involved Tenant Panel and lead officers have been consulted and their comments have been considered when drafting this policy.

Subject to call-in: Yes

Ward relevance: All Wards within the Borough of Nuneaton and Bedworth

Forward plan: N/A

Corporate Priorities:

Aim 1
Priority 1

Relevant statutes or policy: N/A

Equalities Implications:

There are no significant negative impacts as a result of this policy on any of the protected characteristics

Human resources implications: N/A

Financial Implications: The Policy will assist in the collection and recovery of recharges

Health Inequalities Implications: N/A

Risk management implications: N/A

Environmental implications: N/A

Legal implications: N/A

Contact details:

Nicola Botterill – Assistant Director, Social Housing & Community Safety

Nicola.botterill@nuneatonandbedworth.gov.uk

AGENDA ITEM NO.6

NUNEATON AND BEDWORTH BOROUGH COUNCIL

Report to: Cabinet Member - Housing

From: Assistant Director – Social Housing & Community Safety

Date: 28 November 2024

Subject: Recharge Policy

Portfolio: Housing (Councillor C. Watkins)

1. Purpose of Report

1.1 This report seeks approval for Nuneaton and Bedworth Borough Council to adopt the updated and revised Recharge Policy.

2. Recommendation

2.1 It is recommended that the revised policy is authorised and approved so it can continue to operate.

3. Background

3.1 Rechargeable repairs is defined as any work that Nuneaton and Bedworth Borough Council has to carry out in order to ensure a property is safe and or suitable for re-letting for which the tenant is responsible for.

3.2 Examples of a rechargeable repairs are as follows:

- ❖ Repairs identified as a result of deliberate damage or damage caused as a result of neglect
- ❖ Repairs identified as a result of unauthorised or unsatisfactory alterations or improvements to the property
- ❖ Costs incurred as a result of a breach in tenancy conditions, eg, not allowing access to carry out an annual gas service inspection.
- ❖ Accidental damage caused by a tenant, household, or visitor to the property.
- ❖ Where a service has been provided by Nuneaton and Bedworth Borough Council at a tenants request, for example, a lock change.
- ❖ The costs of removing unauthorised goods left at the property when a tenancy terminates
- ❖ Damage to furniture provided in communal areas

3.3 The Council's Tenancy Agreement sets out which repairs tenants are responsible for. It advises tenants that they must keep their home in a good

condition and leave it clean and tidy when they end their tenancy. It states that the Council will recharge the tenant for the cost of making good any damage they have caused and/or clearing any items left behind.

- 3.4 This policy outlines Nuneaton & Bedworth Borough Council's approach to the recovery of recharges. These are costs for any repairs that have been carried out to Council property due to damage, neglect, misuse or abuse by tenants, residents, members of their household or visitors to their home. In addition, it covers the cost of clearing redundant possessions when a property is vacated, any work carried out by the Council to repair or maintain the property that is the resident's responsibility.
- 3.5 The Council will recover the costs of repair works carried out due to a tenant's non-compliance with the terms of their tenancy agreement; during the tenancy or when the property has been vacated.
- 3.6 The Policy will also set out the rechargeable items that current or former tenants may be charged for and the estimated associated cost of those items. These are detailed within the 'Schedule of Charges and Repairs' document which is included with the Policy.

4. Consultation

- 4.1 The involved Tenant Panel and lead officers have been consulted and their comments have been considered when drafting this policy.

Nicola Botterill
Assistant Director – Social Housing & Community Safety



Recharge Policy

Issued by Housing & Community Safety

November 2024

Recharge Policy Quality Record

Revision	Date	Description	Stage	Agreed
Draft	28.7.21	1 st revision	Draft	
Draft		Single Member Decision		
	5.7.21	EqIA	Approved	5.7.21
	25.9.24	2 nd Revision	Draft	

Contents	Page
1. Introduction	4
2. Tenants Responsibilities	4 & 5
3. Purpose	5
4. Aims	5
5. Responsibilities	5
6. Definition of a Rechargeable Repair	5
7. Identifying Rechargeable Repairs	5
8. Mutual Exchanges	6
9. Collection of charges	6
10. Exemptions to paying for a Rechargeable Repair	7
11. Appeals	7
12. Equalities	7
13. Related Documents	8
14. Review Date	8
15. Schedule of Chares & Repairs	9

**This Policy is available in larger print.
Please contact Human Resource if you require
assistance.**

1. Introduction

- 1.1 This policy outlines Nuneaton & Bedworth Borough Council's approach to the recovery of recharges. These are costs for any repairs that have been carried out to Council property due to damage, neglect, misuse or abuse by tenants, residents, members of their household or visitors to their home. In addition, it covers the cost of clearing redundant possessions when a property is vacated, any work carried out by the Council to repair or maintain the property that is the resident's responsibility.
- 1.2 The Council will recover the costs of repair works carried out due to a tenant's non-compliance with the terms of their tenancy agreement; during the tenancy or when the property has been vacated.
- 1.2 The Policy will also set out the rechargeable items that current or former tenants may be charged for and the estimated associated cost of those items. These are detailed within the 'Schedule of Charges and Repairs' document.

2. Tenants Responsibilities

- 2.1 The Tenancy Agreement sets out which repairs tenants are responsible for. It advises tenants that they must keep their home in a good condition and leave it clean and tidy when they end their tenancy. It states that the Council will recharge the tenant for the cost of making good any damage they have caused and/or clearing any items left behind.
- 2.2 Nuneaton and Bedworth Borough Council's Tenancy Agreement specifically states:
 - ❖ A tenant, household or visitors must keep the property, including its fixtures or fittings, in a clean, secure and good condition. The property must be free from rubbish and not allow its condition to deteriorate
 - ❖ A tenant is responsible for any damage or repairs caused by themselves or anyone living or visiting because they have not looked after the property properly. If the Council has to carry out repairs to the property which are deemed 'rechargeable repairs' then the tenant will have to pay the associated costs of the work.
 - ❖ At the end of a tenancy the property must be left in good condition, secure and in good state of repair, clean and tidy and empty of all personal belongings.
 - ❖ If there is any damage to the property tenants will have to pay for the cost or repair or replacement or any other loss incurred.
- 2.3 Under the Council's new Tenancy Agreement it states:
 - ❖ if you breach your responsibilities to carry out Works under this Tenancy, we shall be entitled to either:
 - carry out the Works to put right your breach; or
 - serve a notice on you telling you what Works you must do to put right the breach; and you must put right the breach within whatever reasonable timescale we set out in the notice and to a reasonable standard, which we will be entitled to inspect.

- ❖ If we carry out Works to put right your breach because:
 - we have inspected the Works you have done in response to a notice from us and they are not to a reasonable standard; or
 - you have not carried out Works in response to a notice from us within the reasonable timescale set out in the notice; or
 - we have decided to carry out the Works to put right your breach
 - you shall pay to us our reasonable costs of doing so within four weeks of us requesting payment from you.

- ❖ This clause applies to Works required resulting from your breach of this Tenancy which includes (but is not limited to) the following clauses:
 - maintaining your garden and any trees in your garden (clause 4.9)
 - keeping your Home free from vermin and pests (clause 4.13)
 - undertaking repairs, maintenance and decoration that are your responsibility (clause 4.32 and 4.34)
 - repairing any damage caused that you are responsible for repairing (clauses 4.32, 4.33, 4.35 and 4.36)
 - looking after the Contents (if any) (clause 4.35)
 - removing items from and cleaning the Building and/or Communal Areas (clauses 4.25, 4.26 and 4.40)
 - your parking obligations (clause 4.28 to 4.31) (such Works may include removing your vehicle).

3. Purpose

3.1 The purpose of this policy is to:

- ❖ ensure that the Housing & Communities team adopts a consistent, fair and transparent approach; in the way it deals with the management of chargeable repairs.

4. Aims

4.1 The aims of this Policy are:

- ❖ To ensure that rechargeable repairs are dealt with transparently and efficiently
- ❖ To recover the cost of rechargeable repairs from current and former tenants
- ❖ To ensure that associated costs are pursued from those tenants who neglect their property or deliberately cause damage.
- ❖ To maximise income by the recovery of debts in relation to rechargeable repairs

5. Responsibility

5.1 The Assistant Director – Social Housing & Community Safety retains the overall responsibility for the implementation of this Policy

5.2 The Responsive Repairs Manager, Landlord Services Manager and Revenues & Benefits Manager are responsible for the operational delivery of this policy and the associated procedures. This includes responsibility for monitoring and reviewing, staff awareness and training, policy development and communication to tenants.

6. Definition of a Rechargeable Repair

6.1 Rechargeable repairs is defined as any work that Nuneaton and Bedworth Borough Council has to carry out in order to ensure a property is safe and or suitable for re-letting for which the tenant is responsible for.

6.2 Examples of a rechargeable repairs are as follows:

- ❖ Repairs identified as a result of deliberate damage or damage caused as a result of neglect
- ❖ Repairs identified as a result of unauthorised or unsatisfactory alterations or improvements to the property
- ❖ Costs incurred as a result of a breach in tenancy conditions, eg, not allowing access to carry out an annual gas service inspection.
- ❖ Accidental damage caused by a tenant, household, or visitor to the property.
- ❖ Where a service has been provided by Nuneaton and Bedworth Borough Council at a tenants request, for example, a lock change.
- ❖ The costs of removing unauthorised goods left at the property when a tenancy terminates
- ❖ Damage to furniture provided in communal areas

7. Identifying Rechargeable Repairs

7.1 Rechargeable items can be identified in a number of different ways. Examples are:

- ❖ When a tenant reports a repair to the repairs contract centre
- ❖ When a contractor goes to a property to complete a repair
- ❖ When a Nuneaton and Bedworth Borough Council representative visits a property to undertake an inspection or to meet with a tenant
- ❖ When a pre-void inspection or post void inspection takes place
- ❖ From photographic evidence that was taken at sign up, which the tenant agreed and signed before they accepted the property.

8. Mutual exchanges

8.1 Prior to tenants mutually exchanging properties, the Council will inspect the property to identify repairs and any tenant improvements or fixtures which are not the Council's responsibility.

8.2 Nuneaton & Bedworth Borough Council will advise the incoming tenant that in assigning or surrendering their tenancy they accept the property in its existing condition. The tenant will be required to sign a disclaimer to this effect that places the costs of works arising from the exchange to fall on them as the in-coming tenant. In particular the tenant will be informed in writing of:

- Any fixtures and fittings installed by the outgoing tenant which are not the Council's responsibility
- Defects caused by the outgoing tenant which are not the Council's responsibility, for example broken door handles or holes in walls.

9. Collection of charges

9.1 When a rechargeable repair is identified, the tenant and/or leaseholder will

be advised of the approximate cost of that repair and an invoice will be raised. A Schedule of Charges and Repairs' rates for rechargeable repairs is kept by the Property Services team.

- 9.2 If rechargeable works are carried out to empty properties where the tenant has abandoned or moved away, then these debts will be pursued using the Council's former tenant procedures. If all other means of recovery have been exhausted, the Council will consider passing this to a debt recovery agent. A record of the former tenant and the outstanding debt will be held against that individual for future reference on the Council's housing management system.
- 9.3 Tenants can carry out works themselves, they can also engage a qualified specialist if necessary, for example where works relate to heating or lighting. The individual must have public liability insurance and be appropriately registered for the applicable trade, for example a qualified registered electrician or gas engineer.
- 9.4 When a tenant is completing work themselves all works must be completed to a standard accepted by Nuneaton and Bedworth Borough Council. The relevant planning permissions, building regulations and asbestos survey results need to be obtained by the tenant at their own cost. Where applicable, the tenant is required to provide certification and to dispose of waste in line with waste regulations.
- 9.5 A recharge invoice will be raised even where the Council has no forwarding address, for example when a property has been abandoned or a tenant has been evicted.
- 9.6 Tenants will be offered a full range of payment methods and agreements will be made where appropriate.

10. Exemptions to paying for rechargeable repairs

- 10.1 No rechargeable repair cost will be recovered in the following circumstances:
- If the damage is as a result of a malicious act by a third party and a crime number has been provided to the Council within 7 working days (an incident number will not be sufficient).
 - If the damage is caused as a result of Domestic Violence, harassment or hate crime and this has been reported to the Landlord Services team and/or the Police

11. Appeals

- 11.1 If a tenant disagrees that they have been subject to a rechargeable repair or they are disputing the amount charged, an appeal can be made to review the decision. The appeal will be dealt with by an appropriate manager who was not involved in making the original decision.
- 11.2 If a tenant is still not satisfied with the decision or by the way in which their case has been handled, then a complaint should be made through the Council's Complaints process.

12. Equalities

This policy and associated procedures will apply to all. Nuneaton and Bedworth Borough Council is committed to promoting equality of opportunity and to eliminating unlawful discrimination on the grounds of race, age, disability, gender, sexual


orientation, religion, belief, class, financial status and any other difference that can lead to discrimination or unfair treatment.

13. Related Documents

- Tenancy Agreement
- Leaseholder Lease
- Corporate Debt Strategy
- Rent Arrears Policy
- Anti-social Behaviour Policy
- Tenant’s Handbook
- Repairs Handbook

14. Review date

14.1 Every three years or on the introduction of new legislation, regulation or good practice guidance.

<p>NUNEATON & BEDWORTH BOROUGH COUNCIL</p> <p>PROPERTY SERVICES</p>	 <p>Nuneaton & Bedworth</p> <p>United to Achieve</p>		
<p><u>SCHEDULE OF CHARGES AND REPAIRS</u></p>			
<p>The Schedule provides examples of recharge items and associated estimated cost</p> <p>The cost is based on NATFED Schedule of Rates and are liable to change</p>			
ITEM	UNIT	COST	
Internal	each	£129.67	
External Door (wood)	each	£247.56	

External Door (GRP)	each	£816.49	
Replace broken glass	each	£57.82	
Clear Rubbish	per M3	£14.00	service provided by external contractor
Replace sink unit	each	£477.01	
Replace base unit (single)	each	£155.72	
Replace base unit (double)	each	£212.57	
Replace wall unit (single)	each	£106.65	
Replace wall unit (double)	each	£144.70	
Replace basin	each	£200.28	
Replace bath	each	£477.40	
Replace toilet	each	£154.41	
Replace toilet seat	each	£26.63	
Renew bath panel	each	£56.65	
Renew work top	per meter	£58.76	
Light Fittings	each	TBC	service provided by partner contractor
Sockets	each	TBC	service provided by partner contractor
Additional cleaning	per visit	£85.00	service provided by external contractor
Fumigation	per visit	£75.00	service provided by external contractor
Gain Access/ lost keys	per visit	£63.77	
Clearing blockages to sinks	each	£13.97	
Clearing blockages to toilets	each	£40.70	
<u>This list is not exhaustive</u>			

Individual Cabinet Member Decision

Report Summary Sheet

Date: 28 November 2024

Subject: Garden Assistance Scheme Policy

Portfolio: Councillor Christopher Watkins

From: Nicola Botterill – Assistant Director Social Housing & Community Safety

Summary:

This report seeks approval for the updated Garden Assistance Policy to remain operational forthwith.

Recommendations:

That the revised Policy is approved and continues to remain operational.

Options:

- a) To approve the recommendation
- b) To not approve the recommendation

Reasons:

- This policy will ensure that the Housing & Community Safety team adopts a consistent, fair and transparent approach when assessing an applicant's qualifying criteria to the Garden Assistance Scheme, how referrals are received and what remedial work is going to be carried out.
- The Garden Assistance Scheme provides a basic 'one off' garden service to council tenants who are not able to maintain their gardens themselves.
- The scheme will assist customers who are unable to maintain their gardens due to physical or mental health issues, a disability, long term illness or financial issues.
- The scheme will assist customers to maintain their gardens and will subsequently enhance the Borough's neighbourhood's

Consultation undertaken with Members/Officers –

The involved Tenant Panel and lead officers have been consulted and their comments have been considered when drafting this policy.

Subject to call-in: Yes

Ward relevance: All Wards within the Borough of Nuneaton and Bedworth

Forward plan: N/A

Corporate Priorities:

Aim 1

Priority 1

Relevant statutes or policy: N/A

Equalities Implications:

There are no significant negative impacts as a result of this policy on any of the protected characteristics

Human resources implications: N/A**Financial Implications:** £5k budget per annum has been allocated to the scheme**Health Inequalities Implications:** N/A**Risk management implications:** N/A**Environmental implications:** N/A**Legal implications:** N/A**Contact details:**

Nicola Botterill – Assistant Director, Social Housing & Community Safety

Nicola.botterill@nuneatonandbedworth.gov.uk

AGENDA ITEM NO.7

NUNEATON AND BEDWORTH BOROUGH COUNCIL

Report to: Individual Cabinet Member Decision (Councillor Christopher Watkins)

From: Nicola Botterill – Assistant Director Social Housing & Community Safety

Date: 28 November 2024

Subject: Garden Assistance Scheme Policy

Portfolio: Housing (Councillor C. Watkins)

1. Purpose of Report

1.1 The purpose of this report is to seek approval to for the reviewed Garden Assistance Scheme Policy.

2. Recommendation

2.1 It is recommended that the reviewed Garden Assistance Scheme Policy attached at Appendix A to the report, be approved.

3. Background

3.1 The Garden Assistance Scheme has been operational for a number of years and assists tenants who may be struggling to maintain their gardens. The policy sets out how Nuneaton and Bedworth Borough Council will offer financial help to those struggling to maintain their gardens, together with conditions and eligibility criteria.

3.2 The amount of discretionary assistance to be given each year will be determined by the Council and will be dependent upon the level of budgetary resources available. In a period of increasing pressure on resources it is important to target assistance to meet the needs of the most vulnerable tenants in the borough.

Therefore, it is imperative that the Council adopts the Garden Assistance Scheme Policy so that the Housing & Community Safety Directorate can provide support which take into account our tenants needs, enable them to sustain their tenancies and enhance the appearance of the borough.

3.3 The policy sets out the Councils approach to identifying, assessing, and approving tenants for assistance under the garden Assistance Scheme.

4. Consultation

4.1 The involved Tenant Panel and lead officers have been consulted and their comments have been considered when drafting this policy.

Nicola Botterill
Assistant Director – Social Housing & Community Safety



Garden Assistance Scheme Policy

Issued by Social Housing & Community Safety

November 2024

Garden Assistance Scheme Policy Quality Record

Revision	Date	Description	Stage	Agreed
Draft		1 st revision		
Draft		Single Member Decision	Approved	14.12.17
		EqIA		
Draft	25.09.2024	2 nd revision		

	Page
Contents	3
Policy Statement	4
Purpose	4
Responsibility	4
Eligibility Criteria	4
Gardening Services	5
Operation	5
Equalities	6
Related Documents	6
Review date	6

**This Policy is available in larger print.
Please contact Human Resource if you require assistance.**

1. Policy statement

- 1.1. The Garden Assistance Scheme is set up to consider applications from Council tenants to provide a basic 'one-off' gardening service to assist those whose gardens have not been well-maintained and kept in a good and tidy condition in accordance with the terms of their tenancy agreement.
- 1.2. The scheme, if approved, will assist tenants who have been unable to maintain their gardens due to physical or mental health issues, a disability, vulnerability, long term illness or financial issues.

2. Purpose

- 2.1. The purpose of this policy is to ensure that the Social Housing & Community Safety directorate adopts a consistent, fair and transparent approach when assessing an applicant's qualifying criteria, how referrals are received and what remedial work is going to be carried out.

3. Responsibility

- 3.1. The Landlord Services Manager retains the overall responsibility for the implementation of this Policy.
- 3.2. The Tenancy Management & Engagement Team Leader and Independent Living Team Leader are responsible for the operational delivery of this policy and the associated procedures. This includes responsibility for monitoring and reviewing, staff awareness and training, policy development and communication to tenants.

4. Eligibility Criteria

- 4.1. Criteria for accessing the scheme will be as follows:

- ❖ Tenants must be in receipt of at least one of the following benefits:
 - ✓ Attendance Allowance
 - ✓ Personal Independent Payment
 - ✓ Disability Living Allowance (all types)
 - ✓ Severe Disablement Allowance
 - ✓ Industrial Injuries Benefit
 - ✓ War Disablement Pension
 - ✓ Long-term Incapacity Benefit
 - ✓ Employment Support Allowance (Support Element)
 - ✓ Employment Support Allowance (Transitional Element)
 - ✓ Universal Credit (with the inclusion of any of the above elements)
 - ✓ Pension Credit
- ❖ Tenants must not have any person residing with them who could reasonably be expected to carry out gardening works at the property.
- ❖ Tenants must be unable to carry out the work themselves.
- ❖ Tenants must have no family, friends or support network capable of carrying out gardening work and living within a 10-mile radius of the property.

- 4.2. Documentary evidence of the eligibility criteria will be requested as part of any application made to the scheme.
- 4.3. If an application is approved for the scheme, no further applications will be accepted. Tenants will be required to demonstrate how they will maintain their gardens to an acceptable standard going forward.
- 4.4. In instances where a tenant may require ongoing support with maintenance of their gardens, a referral will be made to the Council's Tenancy Support Officer to determine if there are any gardening services available to tenants.
- 4.5. In very exceptional circumstances, the Assistant Director for Social Housing & Community Safety can exercise discretion to override aspects of this policy. Each case will be considered on an individual basis.

5. Gardening Services

5.1. Services that may be carried out to the Garden Assistance Scheme:

- ❖ mowing grass
- ❖ pruning bushes and low small branches
- ❖ weeding
- ❖ strimming (brambles, nettles, and overgrown greenery)
- ❖ tidying hedges
- ❖ removal of green waste, such as bushes, brambles, and leaves

5.2. Services that do not apply to the Garden Assistance Scheme:

- ❖ Landscaping or building work, such as paths, fences, paving areas or installing water features (this list is not exhaustive)
- ❖ Tree works
- ❖ Rotavating or garden levelling.
- ❖ Removal of hazardous material including glass, sheds with broken panes, toxic liquids / chemicals.
- ❖ Non-hazardous waste (apart from green, natural waste) and bulky items

5.3. Any application that lists services that do not apply under the scheme will be refused.

6. Communal Areas

6.1. As a rule, communal gardens or shared areas will be maintained as part of Nuneaton and Bedworth Borough Council's grounds maintenance service.

7. Operation

7.1. The scheme will operate as follows:

- ❖ The scheme is based on direct application from tenants, external partners, Elected Members, members of the Landlord Services team (this list is not exhaustive).
- ❖ Applications will be dealt with on a 'first come first served' basis.
- ❖ The scheme shall operate within the annual budgetary limits.

- ❖ Each application will be capped to a spend up to £1000. Any costs above this amount will be recharged to the tenant.
- ❖ Applications from tenants who do not meet the eligibility criteria and/or the services provided under the scheme will be refused.

8. Equalities

- 8.1.** Nuneaton and Bedworth Borough Council is committed to promoting equality of opportunity and to eliminating unlawful discrimination based on any of the protected characteristics set out within the Equality Act 2010 or other difference that can lead to discrimination or unfair treatment.

9. Related Documents

- Tenancy Agreement
- Anti-Social behaviour Policy
- Vulnerable Persons Policy

10. Review Date

- 10.1.** This Policy will be reviewed every three years.

Individual Cabinet Member Decision

Report Summary Sheet

Date: 28 November 2024

Subject: Dementia & Complex Needs Policy

Portfolio: Housing

From: Nicola Botterill, Assistant Director – Social Housing & Community Safety

Summary:

The report is presented to seek approval for Nuneaton and Bedworth Borough Council to adopt the revised Dementia & Complex Needs Policy.

Recommendations:

It is recommended that the revised policy is authorised and approved ready for its continued operation.

Options:

- a) To approve the recommendation
- b) To not approve the recommendation

Reasons:

- The previous policy was implemented in 2021 and the revised Policy is required to ensure that the Housing & Communities team adopts a consistent, fair and transparent approach; in the way it deals with dementia and dealing with complex needs of all customers living in a council owned property.
- This Policy will support staff to assist people with dementia, mental health issues and/or challenging behaviour and other complex needs, as well as to identify how to support those customers.

Consultation undertaken with Members/Officers –

The involved Tenant Panel and lead officers have been consulted and their comments have been considered when drafting this policy.

Subject to call-in: Yes

Ward relevance: All Wards within the Borough of Nuneaton and Bedworth

Forward plan: N/A

Corporate Priorities:

Aim 1
Priority 1

Relevant statutes or policy: N/A

Equalities Implications:

There are no significant negative impacts as a result of this policy on any of the protected characteristics

Human resources implications: N/A

Financial Implications: N/A

Health Inequalities Implications: N/A

Risk management implications: N/A

Environmental implications: N/A

Legal implications: N/A

Contact details:

Nicola Botterill – Assistant Director, Social Housing & Community Safety 024 7637 6523

Nicola.botterill@nuneatonandbedworth.gov.uk

AGENDA ITEM NO.8

NUNEATON AND BEDWORTH BOROUGH COUNCIL

Report to: Cabinet Member - Housing

From: Nicola Botterill – Assistant Director Social Housing & Community Safety

Date: 28 November 2024

Subject: Dementia & Complex Needs Policy

Portfolio: Housing (Councillor C. Watkins)

1. Purpose of Report

1.1 This report seeks approval for the revised Dementia & Complex Needs Policy.

2. Recommendation

2.1 It is recommended that the revised policy is authorised and approved ready for its continued operation.

3. Background

3.1 The current Policy was last reviewed in 2021 and one is still required to ensure that the Housing & Communities team adopts a consistent, fair and transparent approach; in the way it deals with dementia and complex needs of all customers living in a council owned property.

3.2 The policy provides clear guidelines that staff must adhere to.

4. Consultation

4.1 The involved Tenant Panel and lead officers have been consulted and their comments have been considered when drafting this policy.

Nicola Botterill
Assistant Director, Social Housing & Community Safety



Dementia & Complex Needs Policy

Issued by Housing & Community Safety

November 2024

Dementia & Complex Needs Policy Quality Record

Revision	Date	Description	Stage	Agreed
Draft	28.7.21	1 st revision	Draft	
Draft		Single Member Decision		
	5.7.21	EqIA	Approved	5.7.21
	25.9.24	2 nd Revision		
		Single Member Decision		
		EqIA		

Contents	Page
1. Policy Statement	4
2. Purpose	4
3. Scope	4
4. Responsibility	4
5. Definition	4
6. Responsibilities of staff	5
7. Dementia & complex needs characteristics	5
8. Equalities	5
9. Related documents	5
10. Review date	6

**This Policy is available in larger print.
Please contact Human Resource if you require
assistance.**

1. Policy statement

- 1.1 Nuneaton And Bedworth Borough Council Housing & Community Safety teams aim to provide a safe environment in which customers can maintain their independence whilst maximising their well-being.
- 1.2 Where the Housing & Community Safety teams identify customers who are experiencing difficulties in respect of dementia or other complex needs, they will aim to support them through making referrals to other specialist agencies.

2. Purpose

- 2.1 The purpose of this policy is to:
 - This policy will ensure that the Housing & Community Safety teams adopts a consistent, fair and transparent approach; in the way it deals with dementia and dealing with complex needs of all customers living in a council owned property.

3. Scope

- 3.1 Nuneaton and Bedworth Borough Council will support staff to assist people with dementia, mental health issues and/or challenging behaviour and other complex needs, as well as to identify how to support those customers.

4. Responsibility

- 4.1 The Assistant Director – Social Housing & Community Safety retains the overall responsibility for the implementation of this Policy
- 4.2 The Landlord Services Manager, and Independent Living Team Leader are responsible for the operational delivery of this policy and the associated procedures. This includes responsibility for monitoring and reviewing, staff awareness and training, policy development and communication to tenants.

5. Definition

- 5.1 Nuneaton and Bedworth Borough Council has defined dementia as being a condition which as a result of damage to cells in the parts of the brain that deal with thought processes, has led to difficulties in life skills. The most common forms of dementia in older people are:
 - Alzheimer's
 - Vascular Dementia
- 5.2 Dementia may also be the result of illnesses such as Huntington's Disease, Parkinson's Disease, brain tumours, or alcohol and drug abuse.
- 5.3 Nuneaton and Bedworth Borough Council has defined 'complex needs' as 'those needs of residents which by virtue of their complexity or nature, result in challenging behaviours or mental health needs requiring more support than would normally be required by other individuals of a similar age and condition.'

6. Responsibilities of staff

- 6.1 Staff will receive Dementia Awareness training to enable them to identify signs of dementia and/or mental health problems, and to help them to support residents who are experiencing these difficulties.
- 6.2 Staff must make themselves aware of the signs of dementia and/or mental health conditions. They are also to familiarise themselves with Nuneaton and Bedworth Borough Council Independent Living Service Dementia and Managing Complex Needs procedure.
- 6.3 Where a customer is displaying characteristics that give cause for concern, staff should undertake a review of the customers current needs to ensure that appropriate measures are being taken to support the customer. Relevant enquires must be made initially with Warwickshire County Council, Adult Social Care team.
- 6.4 Where staff are concerned that a resident is at risk as a result of their condition, they should highlight this and refer the customer to other appropriate agencies for further advice as a matter of urgency.
- 6.5 Where staff are concerned as to the safety of other customers or staff as a result of a resident experiencing dementia or other complex needs, they have a responsibility to report this to their line manager as a matter of urgency. Wherever possible staff will support residents to maintain their independence through the use of additional equipment and services such as Telecare technology and will refer the resident to the appropriate agency to access these services.

7. Dementia and complex needs characteristics

- 7.2 Dementia and complex needs are often (though not exclusively) characterised by some or all of the following symptoms:
 - Deterioration in concentration, memory and reasoning.
 - Difficulty in completing simple tasks and solving minor problems.
 - Continued forgetfulness and confusion.
 - Lack of orientation in place and time.
 - Changes in mood and behaviour.
 - A small number of people may become verbally or physically aggressive.
 - Difficulty in finding the right words and understanding verbal communications.

8. Equalities

- 8.1 This policy and associated procedures will apply to all. Nuneaton And Bedworth Borough Council is committed to promoting equality of opportunity and to eliminating unlawful discrimination on the grounds of race, age, disability, gender, sexual orientation, religion, belief, class, financial status and any other difference that can lead to discrimination or unfair treatment.

9. Related Documents

- Safeguarding Vulnerable Adults Policy
- Independent Living Service Dementia and Managing Complex Needs procedure

10. Review date

- 10.1 Every three years or on the introduction of new legislation, regulation or good practice guidance.

Individual Cabinet Member Decision

Report Summary Sheet

Date: 28 November 2024

Subject: Remedy/Compensation Policy (for tenants & leaseholders)

Portfolio: Housing

From: Nicola Botterill – Assistant Director, Social Housing & Community Safety

Summary:

The report is presented to seek approval for a new Remedy & Compensation Policy (for tenants & leaseholders)

Recommendations:

It is recommended that the revised policy is authorised and approved for implementation.

Options:

- a) To approve the recommendation
- b) To not approve the recommendation

Reasons:

NBBC is committed to consistently provide an excellent service to all our customers. However, we recognise that there are times when our service fails to meet the high standards we have set. If we fail to meet our own service standards or provide a poor service, we aim to put things right. At times this may involve paying compensation. The aim of this policy is to assist staff in ensuring that a standardised approach is taken in considering compensation requests, fairly, consistently and impartially, by balancing the needs of the tenant or leaseholder with a recognition that all compensation paid is funded from public money, in particular rent and service charges from all tenants and leaseholders.

The Housing Ombudsman Service also recommends that landlords implement a separate compensation and remedy policy in addition to their complaints policy. This will help ensure payments are fair and consistent.

Consultation undertaken with Members/Officers –

The involved Tenant Panel and lead officers have been consulted and their comments have been considered when drafting this policy.

Subject to call-in: Yes

Ward relevance: All Wards within the Borough of Nuneaton and Bedworth

Forward plan: N/A

Corporate Priorities:

Aim 1
Priority 1

Relevant statutes or policy: N/A

Equalities Implications:

There are no significant negative impacts as a result of this policy on any of the protected characteristics

Human resources implications: N/A

Financial Implications: N/A

Health Inequalities Implications: N/A

Risk management implications: N/A

Environmental implications: N/A

Legal implications: N/A

Contact details:

Nicola Botterill – Assistant Director – Social Housing & Community Safety

Nicola.botterill@nuneatonandbedworth.gov.uk

AGENDA ITEM NO.9

NUNEATON AND BEDWORTH BOROUGH COUNCIL

Report to: Cabinet Member - Housing

From: Nicola Botterill – Assistant Director Social Housing & Community Safety

Date: 28 November 2024

Subject: Compensation/Remedy Policy (tenants & Leaseholders)

Portfolio: Housing (Councillor C. Watkins)

1. Purpose of Report

1.1 This report seeks approval for a new Compensation/Remedy Policy for tenants and leaseholders of Nuneaton and Bedworth Borough Council.

2. Recommendation

2.1.1 It is recommended that the revised policy is authorised and approved for implementation.

3. Background

3.1 Nuneaton and Bedworth Borough Council's goal is to provide excellent customer service and we recognise that sometimes our actions may cause inconvenience or loss for tenants. When this happens, we try to restore tenants to the situation they would have been in if the mistake had not happened. This can be by saying sorry, paying compensation, or offering other remedies.

3.2 This Policy is based on the Housing Ombudsman's principles of good practice. We plan to revise the policy as the Housing Ombudsman's guidance evolves. We will review this policy at least once a year.

3.3 This Policy explains the circumstances in which compensation, refunds and reimbursement payments are awarded. It has been designed to work alongside the Council's Complaints policy to resolve complaints fairly and consistently.

4. Aims and objectives

- To provide a consistent approach to remedying service failure and awarding compensation which is reasonable and fair.

- To ensure remedies made seek to put the tenants and leaseholders back in the position they would be in had the fault not occurred, as far as reasonably possible.
- To make the process of assessing compensation as simple as possible, to minimise customer effort and ensure that claims are assessed and paid quickly and efficiently.
- To enable practical solutions to be explored to address complaints on a case-by-case basis, including resolving any issues that remain outstanding.
- To ensure payments are made within clear guidelines and are proportionate to the loss/inconvenience caused.
- To ensure compensation paid helps inform our learning and makes our services better

5. Consultation

- 5.1 The involved Tenant Panel and lead officers have been consulted and their comments have been considered when drafting this policy.

Nicola Botterill
Assistant Director, Social Housing & Community Safety

Remedy/Compensation
Policy
for Tenants & Leaseholders

Issued by Housing & Community Safety

November 2024

Remedy/Compensation Policy Quality Record

Revision	Date	Description	Stage	Agreed
Draft	5.11.24	1 st revision		
Draft		Single Member Decision		
Draft		EqlA		

DRAFT

1. Introduction

1.1 Our goal is to provide excellent customer service and we recognise that sometimes our actions may cause inconvenience or loss for tenants. When this happens, we try to restore tenants to the situation they would have been in if the mistake had not happened. This can be by saying sorry, paying compensation, or offering other remedies.

1.2 This document is based on the Housing Ombudsman's principles of good practice. We plan to revise the policy as the Housing Ombudsman's guidance evolves. We will review this policy at least once a year.

1.3 This policy explains the circumstances in which compensation, refunds and reimbursement payments are awarded. It has been designed to work alongside the Council's Complaints policy to resolve complaints fairly and consistently.

2. Aims and objectives

2.1 To provide a consistent approach to remedying service failure and awarding compensation which is reasonable and fair.

2.2 To ensure remedies made seek to put the tenants and leaseholders back in the position they would be in had the fault not occurred, as far as reasonably possible.

2.3 To make the process of assessing compensation as simple as possible, to minimise customer effort and ensure that claims are assessed and paid quickly and efficiently.

2.4 To enable practical solutions to be explored to address complaints on a case-by-case basis, including resolving any issues that remain outstanding.

2.5 To ensure payments are made within clear guidelines and are proportionate to the loss/inconvenience caused.

2.6 To ensure compensation paid helps inform our learning and makes our services better

3. Scope

3.1 The policy is restricted to the Council's tenants and leaseholders. People who are not council tenants or leaseholders are outside of the scope of this policy. If they wish to make a claim against the Council should contact the Council's insurance team.

3.2 The policy covers situations where the Council will consider refunds, compensation, or reimbursement of costs for its tenants and leaseholders following service failure.

3.3 Compensation payments are generally made from the Housing Revenue Account. If a compensation payment results from the failure of a third party such as a contractor working for the Council, we will pursue the third party and ask them to pay compensation for their failure. Dependent upon individual contractual arrangements, this could take the form of the contractor making payment to the complainant directly or instead the Council making payment on their behalf and seeking to recover its costs via the contract.

3.4 Tenants and leaseholders can choose a person to act as their representative. Compensation payments, reimbursements and remedies are made direct to the tenant and leaseholder even if they have an advocate recognised by us as acting on their behalf.

3.5 New claims for compensation and/or reimbursement will only be considered within 12 months of the incident or in line with statutory requirements.

3.6 This policy covers statutory compensation payments which are set out in law and include home loss payments and disturbance payments. It also covers ex gratia payments where the Council uses its discretion to remedy a situation or failure.

3.7 Payments will not be made for losses which are the responsibility of the tenants and leaseholders as set out in the tenancy agreement. Tenants and leaseholders are responsible for arranging their own contents insurance for accidental damage to their belongings. The Council does not indemnify tenants and leaseholders for damage to personal belongings and cannot offer to compensate tenants and leaseholders for such loss.

3.8 The Council will not compensate for matters relating to services or repairs in communal areas, except where the issue is covered elsewhere in this policy e.g. lift breakdown, or breakdown of a communal boiler.

Claims on the Council's insurance policies are outside of the scope of this policy.

- Leaseholders wishing to make a claim resulting from damage to the building should refer to the Council's buildings insurance policy which is paid for as part of the service charge. The buildings insurance policy covers unexpected events such as a storm, flood, fire etc.
- Personal injury claims are outside of the scope of this policy and should be made to the Council's Insurance Team as a public liability insurance claim. For more information on how to submit a claim tenants and leaseholders should visit (add link here).
- Claims for breach of GDPR (data protection law) or suspected GDPR fall outside of the scope of this policy. Complaints about data protection can be made on the Council's online complaint form and claims can be made through the Council's website (add link here)

3.9 Where a debt is owed to the Council (e.g., arrears or service charges), compensation payments will be offset to pay the debt. Any credit remaining can be refunded to the tenants and leaseholders. This does not affect reimbursement payments for costs incurred by the tenants and leaseholders, or payments awarded by the Housing Ombudsman service.

3.10 Any payment or other form of compensation offered under this policy is not an admission of liability by the Council.

4. Definitions

Buildings insurance provides cover should damage be caused to a building for example by a fire, flood or storm. This insurance covers the cost to rebuild, repair or replace things like the roof, walls, windows, doors or fitted bathrooms and kitchens.

Compensation Payments are awarded where it is recognised by the Council that there has been a service failure which has caused inconvenience/loss to the tenants and leaseholders.

Public liability insurance claim is where a claimant wishes to make a liability claim for negligence/ breach of duty which is determined by an insurer or court and may result in financial compensation for damaged property, belongings, damage to health, loss of income etc

Refund is a payment made to a tenants and leaseholders when a service has not been delivered that was paid for as part of the rent or service charges.

Reimbursement of an additional expense incurred because of a service failure or incident, for example travel, cleaning, use of additional electricity if needing to use a dehumidifier or electric heater.

Tenants and leaseholders for the purpose of this policy are Nuneaton and Bedworth Borough Council tenants and leaseholders only.

Vulnerable tenants and leaseholders who have a particular characteristic and/or experience an exceptional life event and are currently unable to act independently and/or are unable to cope with managing their tenancy/lease without additional support/reasonable adjustments. This includes physical disabilities, mental health issues as well as transitory situations. Please see the Council's Vulnerable Persons Policy for further information.

5. Compensation Policy commitments/principles

5.1 A tenants and leaseholders should not be disadvantaged by certain actions taken by the Council and should be restored to the position they were in before the event occurred. The event could be a deliberate action (such as rehousing under a regeneration scheme), or a service failure (such as a missed appointment).

5.2 We will seek the views of tenants and leaseholders about the remedies they are seeking following a service failure and act reasonably to compensate them, taking their individual circumstances into account. We will set out any offer clearly, including what will happen and by when, in agreement with the tenants and leaseholders where appropriate. Any remedy proposed will be followed through to completion.

5.3 Consideration will be given to what action could be taken to minimise any negative impact on tenants and leaseholders for example reimbursement of reasonable costs incurred, provision of vouchers for decorations, and whether money is the most appropriate remedy. An apology, explanation, review of policy and procedures, training for staff or another remedial action may also be sufficient.

5.4 The remedy offered will reflect the extent of the service failure and the detrimental impact caused as a result. Factors to consider when assessing the service failure and how this has impacted the tenants and leaseholders will include individual's circumstances including any vulnerability, the length of time that the complaint covers and the severity of the service failure.

5.5 At the discretion of the Assistant Director – Social Housing & Community Safety payments may be made in advance to avoid creating hardship.

6. When compensation may be considered

- When repairs have not been completed on time.
- When essential services set out in the tenancy or lease agreement have not been provided.
- When an appointment has not been kept and we have not informed the tenants and leaseholders in advance.
- When any room in the home cannot be used because of lack of repair.
- Where we have not followed our policies or procedures.
- Where compliant handling has been poor.
- Where it has taken an unreasonable time to resolve a situation.
- Where there has been failure to meet target response times and we have not kept the tenants and leaseholders updated.

- Where there has been failure to provide a service that has been charged for

7. When compensation may not be considered

- Delays to repairs where the tenants and leaseholders seeking compensation has failed to provide access on two or more attempts by the Council to address the fault/issue.
- Delays to repairs due to the need to obtain spare parts that we would not expect a contractor to have in stock and where tenants and leaseholders have been kept informed of the timescales involved.
- Extra work is required, and the contractor has kept tenants and leaseholders informed of the timescales involved.
- Where the fault is caused by a third party or is something that the Council is not responsible for, and we can demonstrate that we have taken all reasonable action to resolve the matter e.g. leaks from a leaseholder's plumbing into the flat below.
- Claims for loss of earnings to provide access for repairs or other services.
- Claims from leaseholders for loss of rental income (please refer to the Council's buildings insurance policy).
- Claims from sub-tenants of leaseholders. Any claim must be made by the leaseholder and compensation is paid to the leaseholder.
- Circumstances beyond our control e.g. storm damage or flooding from extreme weather.
- Delayed repairs to the communal areas of a building, except where the tenants and leaseholders can demonstrate an impact on them. E.g. lift breakdown where there is no access to an alternative lift and a tenants and leaseholders has restricted mobility.
- Damage caused to a tenants and leaseholders possessions due to negligence on behalf of the Council or its contractors. These claims should be submitted as public liability claims.

8. Assessing the impact of a service failure and vulnerability

8.1 The Housing Service assesses vulnerability on a case-by-case basis, considering all tenants and leaseholders' needs and their circumstances. For the purposes of this policy, Nuneaton and Bedworth Borough Council will define a vulnerable person as one who has a condition, disability, or a personal circumstance, which means that without support or intervention, any of the following may be true:

- They are at higher risk of abuse or neglect
- There is detriment to their overall wellbeing
- Their tenancy is put at risk

Included in this definition are people who receive or need additional care and support services. We recognise that not everyone who has a disability is vulnerable under the definition of this policy. We also recognise that vulnerability is not always permanent, and that a person's needs may change over time.

Nuneaton and Bedworth will define an accessible service as one that someone with a disability, communication, or access need, can use, receive, benefit from, and engage with, in a similar amount of time and effort as someone who does not have such a need.

8.2 When assessing compensation payments, the Council will consider what impact a service failure has had on a tenants and leaseholders and their household, considering any relevant vulnerabilities. This includes whether a vulnerability has made it harder for the

household member to cope compared to others. It is therefore important that tenants and leaseholders are asked for this information as part of their complaint.

8.3 Examples of vulnerability where tenants and leaseholders may have been significantly impacted, and where additional compensation maybe awarded because of the impact caused may include:

- Poor management of anti-social behaviour where a complainant has a mental health condition may make the situation harder to cope with.
- Tenants and leaseholders with young children who experience an extended period in temporary accommodation because of repair delays, causing significant inconvenience and upset.
- Delayed repair response/completion may have a disproportionate impact on a tenants and leaseholders because it impacts a health condition/disability).

9. Types of compensation payments

9.1 There are two types of compensation payment:

- **Statutory Compensation:** a payment that the Council is legally obliged to make and has no discretion over the amount awarded.
- **Ex gratia payments:** the Council has no legal obligation to make this type of payment but has chosen to do so to compensate tenants and leaseholders for the loss or injustice they have experienced

10. Statutory Compensation (Mandatory)

10.1 These are payments which the Council is legally obliged to make and where the Council has no discretion over the amounts awarded. They include payments such as disturbance payments, home loss payments and improvement payments.

10.2 **Disturbance Payments** are statutory payments under the Housing Act 1985 (Part II, Section 26) the Council has discretion to give financial assistance towards tenants' removal expenses.

10.3 **Home Loss payment** is a statutory payment made to tenants, leaseholders or owner-occupiers who have lived in their property for a minimum of 12 months and are required to move home permanently because of redevelopment or demolition of their home. Payment is only payable where a displacement (move) is compulsory.

10.4 **Right to Improvement payment** is for Secure Council tenants who are approaching the end of their tenancy for previously approved 'qualifying improvements' they have made to the home. The compensation is only paid for specific types of improvements and can only be claimed at the end of the tenancy. Flexible tenants do not have a statutory right to make improvements or receive compensation for improvements made.

10.5 **Right to Repair** is a statutory compensation scheme which enables tenants and leaseholders to have repairs that are listed in the legislation, and which cost no more than £250 completed quickly. The repairs included in the scheme are likely to affect the health, safety, or wellbeing of tenants and leaseholders. In addition to ensuring repairs are completed

quickly, the scheme sets out compensation for delays where qualifying repairs have not been carried out within the prescribed timescale.

10.6 The legislation which permits these payments are as below:

- Land Compensation Act 1973
- Housing Act 1985
- Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994
- Housing Act 1988
- Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994

11. Ex gratia payments (Discretionary)

11.1 The Council has discretion to offer remedies for service failures. These are wide ranging and seek to put the tenants and leaseholders back in the position they would be in had the fault not occurred. For consistency, we offer standard amounts for frequently occurring minor service failures which may not have had a significant impact on a tenants and leaseholders such as a missed appointment. Examples of frequent ex gratia payments are set out in the remedy summary table at section 8. This part of the policy sets out the types of ex-gratia payments that the Council can make.

11.2 **Rent Refunds** - The Council may refund some or all of the rent covering the period for which a tenant can demonstrate loss of a room, amenity or service which is the responsibility of the Council and where the target deadline has passed.

11.3 **Heating Charge Refunds** - Tenants can apply for a refund of heating charges when a communal heating system fails during the heating season when the system is turned on and is unavailable for more than three consecutive days. Refunds are based on the gross weekly charge. Refunds apply to tenants only as leaseholders will receive a lower service charge to reflect loss of heating during the outage.

11.4 **Electricity Cost Reimbursements** - Reimbursements will be made to cover increased electrical costs. Those costs could be incurred by:

- using alternative heating methods such as fan heaters
- generating hot water by boiling kettles while the Council's heating or hot water supply is unavailable
- using a dehumidifier to dry out a home following a water leak

Tenants may apply for reimbursement of additional costs when an electrical appliance has to be used for more than three consecutive days. For communal heating systems, the appliance has to be used during the heating season when the heating should be on. Reimbursement of tenants for loss of hot water does not apply if there is a working immersion heater available. Reimbursement will be based on a flat rate as set out in the Remedy Summary Table on pages 11 & 12.

11.5 **Other Reimbursements** - These are payments the Council may make where a tenant or leaseholder can demonstrate actual loss. In these circumstances, costs must have been reasonably incurred. An example of a reimbursement requiring evidence could be the cost of visiting a launderette when plumbing to the kitchen is blocked. In the event of tenants and leaseholders making a claim for negligence/breach of duty, that claim will fall outside the scope of this policy and will be redirected to the Council's insurance team and public liability insurance.

11.6 Damage to Decorations or Fixtures - Where decorations or fixtures are damaged because of repairs or improvements by the Council, the tenants and leaseholders will be offered the choice to allow the Council to carry out the work or decoration vouchers to carry out the work themselves.

11.7 Miscellaneous Ex-Gratia payments - Strategic Directors & Assistant Directors have the discretion to offer practical solutions to address complaints, as far as reasonably possible. This includes anything not specifically covered elsewhere in this policy.

11.8 Housing Ombudsman suggested financial compensation awards - We will offer higher level payments when the impact has been more significant. We classify these payments as low, medium, high, severe impact and we determine the compensation amount based on these levels. These payments are aligned with the payments set out in the Housing Ombudsman's guidance on complaint remedies to compensate for instances of service failure, loss, or inconvenience. When determining a compensation award, an assessment may identify more than one finding. The bands of low, medium, high, and severe below reflects the financial compensation award for each finding rather than the total amount for the case.

Low Impact (Awards from £25- £50)

- Compensation in the range of these amounts may be used for instances of service failure resulting in some impact on the tenants and leaseholders. We recognise that there has been service failure which has had an impact on the tenants and leaseholders but was of low impact, short duration and caused minimal, low inconvenience, and minimal distress. Overall, the circumstances have not significantly affected the outcome for the tenants and leaseholders. E.g. a moderate delay in carrying out a routine repair, instances where there has been failure to reply to letters or return phone calls etc. but the impact is no greater than a reasonably tolerant person could be expected to accept.

Medium Impact (Awards of £50 - £250)

- Compensation in this range may be for cases where we recognise that there has been service failure which has had an impact on the tenants and leaseholders and caused a moderate degree of inconvenience or distress but no permanent impact. A repeated failure of the Council or contractors to address the shortcoming, even of a low impact event, could also give rise to consideration of a medium impact level of compensation. An example of this could be a significantly delayed repair such as a blocked toilet which has resulted in distress and inconvenience, and where the tenants and leaseholders have had to chase responses and seek corrections of mistakes that has required multiple visits over an extended time before the repair is fully rectified.

High Impact (Awards of £250 - £500)

- Compensation in the range of these amounts is used in recognition of a significant failure in service resulting in a significant impact on the tenants and leaseholders including physical or emotional impact, or both. An example of this is a service failure that has gone on for a long period of time, with a lack of action to address the issue such as an ongoing leak that has significantly worsened over time and has caused avoidable damage to the property which has impacted on the quality of the living environment. In addition, the tenants and leaseholders may have been required to stay in temporary accommodation.

Severe Impact (Awards of £500 and over)

- Compensation in the range of these amounts recognises there have been serious failings which have had a serious detrimental impact on the tenants and leaseholders. The redress needed to put things right recognises this is at a higher end.

12. Remedy Summary Table

Category	Level of Compensation
Missed appointments where we or our contractor fail to attend an agreed appointment, arrive late to an appointment by 2 hours or more, or cancel an appointment giving less than 24 hours' notice. Where tenants and leaseholders can demonstrate loss of earnings, we will at our discretion compensate up to the limit for loss of earnings using the established jury duty rate. The tenants and leaseholders will need to demonstrate that they cannot work from home, no other household member could reasonably have provided access, and it was necessary to book a full day off work for the day of the appointment.	£10 per appointment
Failure to deliver a service to published service standards causing minimal impact	£10
Failure to complete repairs within target timescales	£10 + £2 per day up to a maximum of £50
Reimbursement of heating and hot water charges following a service breakdown of more than 3 days (tenants only)	Reimbursement of the weekly heating and hot water charge for the period the service is down (during the heating season only)
Reimbursement of increased electricity costs due to use of a temporary heater usage	£2.50 per heater, per day
Reimbursement of increased electricity costs due to the need to boil water due to breakdown of a boiler	£2.50 per household day
Reimbursement of increased electricity costs due to use of a dehumidifier	£3.50 per unit, per day
Loss of electricity and/or lighting affecting one or more rooms	£5 per day after 2 days of the repair being reported for loss of lighting/electricity to the

<p>Lift Failure –</p> <p>Where a lift is unavailable for more than 7 consecutive days and tenants and leaseholders do not have access to another lift in the block. Minimal impact complaints</p>	<p>whole property. £10 per week paid after the first full week from the date reported to the Council where there is partial loss of lighting/electricity</p> <p>£1 per day for each day after the first 7 consecutive calendar days failure (inclusive of the initial 7 days eg. eight consecutive days of failure would result in a payment of £8. A higher rate of £2 per day will be considered for those deemed vulnerable due to mobility issues. In addition, if there has been detrimental impact to a tenants and leaseholders who is unable to use the stairs, the Council will assess the impact of the failure on the tenants and leaseholders and offer appropriate remedies.</p>
<p>Minimal impact complaints -</p> <p>Where a tenants and leaseholders has just cause to complain and has suffered minimal inconvenience the Council may make an offer of compensation in recognition of the failure to perform.</p>	<p>£10 - £25</p>
<p>Poor communication that results in inconvenience</p>	<p>£10.00</p>
<p>Complaints Handling eg. response outside of the Ombudsman timescales where the tenants and leaseholders have not been kept updated,</p>	<p>£20 plus £5 per day over target timescale</p>

13. Claiming compensation and making a complaint

13.1 Tenants and leaseholders should follow our complaints procedure when wishing to seek a remedy such as compensation because of a service failure. Tenants and leaseholders should provide the details of what went wrong and what the impact was on them. Each case will be considered on its own merits to ensure the most appropriate remedy is offered. For further details of the Council's complaints policy and process follow this link <https://www.nuneatonandbedworth.gov.uk/contact-us/customer-feedback/2>

13.2 Where the Council is aware of a significant service failure affecting multiple properties, it may, at its discretion, offer compensation to those affected without the need for tenants and leaseholders to make individual claims.

13.3 Compensation will be signed off by a service manager at the level appropriate to the compensation awarded.

14. Timescales

Where payment has been agreed, the Council will aim to deal with requests for refunds and compensation within 28 working days unless there are particular circumstances requiring further investigation.

15. Appealing a compensation award

15.1 If a tenants and leaseholders is dissatisfied with the outcome of a complaint and compensation award, they can appeal by escalating their complaint to the next stage of the complaints process. In some cases, the next stage maybe for the tenants and leaseholders to escalate the matter to the Housing Ombudsman.

15.2 The Housing Ombudsman can order the Council to pay compensation if following their investigation, they find evidence of a service failure which has not been put right by the Council. For more information on The Housing Ombudsman tenants and leaseholders can visit www.housing-ombudsman.org.uk

16. Equality, Diversity & Inclusion

16.1 We have carried out an Equality Impact Assessment to consider the positive and negative impacts this Policy may have on people with protected characteristics under the Equality Act 2010 and have concluded that implementation of this policy presents no barriers to accessing the service/process or unintentionally disadvantages for “any protected group”. We aim to ensure that all tenants and leaseholders can achieve an equitable outcome and that compensation payments reflect impact.

16.2 When required, Council Officers will assist tenants and leaseholders in making a claim for compensation, by, for example, helping to complete paperwork or offering translation services.

17. Communication

We will provide information on this policy and how we calculate compensation using various methods such as on our website, leaflets, plain English summary guides, and via tenant newsletters.

18. Data Protection

Where information needs to be shared with our staff and partners to resolve a complaint or to deal with a compensation award, this will be in line with data protection requirements, including:

- Data is processed lawfully, fairly and in a transparent manner.
- Data is collected for a specific and legitimate purpose and not used for anything other than this stated purpose.
- Data is relevant and limited to whatever the requirements are for which the data is processed.

For further information on the Councils responsibilities for data protection can be found on the Councils website.

19. Financial Controls

19.1 The Council are required to comply with financial legislation and regulations around antifraud and money laundering when processing financial transactions. Refunds of rent and service charges will be made direct to that account.

19.2 When making payments directly to tenants and leaseholders we will pay into the tenant or lessee's account only, and require supporting documentation to verify the beneficiary details, such as a recent (within 3 months) bank statement, confirming the beneficiary address and bank details (sort code and account no.), a cheque/paying-in slip or photo of a bank card where the name and bank accounts/ sort code are shown. Details of the anti-money laundering regulations can be found here: www.gov.uk/guidance/money-laundering-regulations-your-responsibilities

20. Training

We will provide all staff responsible for implementing this policy with comprehensive training on assessing compensation. We will ensure that the approval process is sufficiently robust to ensure compliance with this policy. In addition, staff guidance and training on lessons learnt from previous claims will form part of our commitment to ongoing service improvements.

21. Monitoring and learning

21.1 We will use the learning from compensation cases and complaints to continuously improve our service to our tenants and leaseholders.

21.2 Compensation awards will be monitored quarterly, reported, and published annually to Housing Cabinet Members and Scrutiny Panels. Reports will provide analysis on compensation payments, information on themes identified and learning as a result.

21.3 In addition, an annual review of this policy will be undertaken by the relevant service managers to update values, incorporate legislative, regulatory requirements and best practice developments.

Individual Cabinet Member Decision

Report Summary Sheet

Date: 28 November 2024

Subject: Administering Medication Policy

Portfolio: Housing

From: Nicola Botterill – Assistant Director, Social Housing & Community Safety

Summary:

The report is presented to seek approval for the revised Administering Medication Policy.

Recommendations:

It is recommended that the revised policy is authorised and approved ready for implementation.

Options:

- a) To approve the recommendation
- b) To not approve the recommendation

Reasons:

- The current Policy in place has been reviewed and one is still required to ensure that Nuneaton and Bedworth Council's Independent Living Service adopt a consistent, fair and transparent approach in the way it deals with the administration of medication.
- This policy also aims to protect residents and staff from potential mistakes leading to significant risks to a resident's well-being.
- Importantly, the Policy states that staff may not administer medication except under the supervision of a qualified medical practitioner in the event of a serious emergency.

Consultation undertaken with Members/Officers –

The involved Tenant Panel and lead officers have been consulted and their comments have been considered when drafting this policy.

Subject to call-in: Yes

Ward relevance: All Wards within the Borough of Nuneaton and Bedworth

Forward plan: N/A

Corporate Priorities:

Aim 1
Priority 1

Relevant statutes or policy: N/A

Equalities Implications:

There are no significant negative impacts as a result of this policy on any of the protected characteristics

Human resources implications: N/A
Financial Implications: N/A
Health Inequalities Implications: N/A
Risk management implications: By implementing this policy any risks to residents or staff will be minimised as much as is reasonably possible.
Environmental implications: N/A
Legal implications: N/A

Contact details: Nicola Botterill – Assistant Director, Social Housing & Community Safety– 024 7637 6523 Nicola.botterill@nuneatonandbedworth.gov.uk
--

AGENDA ITEM NO.10

NUNEATON AND BEDWORTH BOROUGH COUNCIL

Report to: Cabinet Member - Housing

From: Nicola Botterill – Assistant Director Social Housing & Community Safety

Date: 28 November 2024

Subject: Administering Medication Policy

Portfolio: Housing (Councillor C. Watkins)

1. Purpose of Report

1.1 This report seeks approval for Nuneaton and Bedworth Borough Council to adopt the revised Administering Medication Policy.

2. Recommendation

2.1 It is recommended that the revised policy is authorised and approved ready for implementation.

3. Background

3.1 The previous policy was implemented in 2021 and has therefore been reviewed and renewed. There is still a requirement for the policy to be operational.

3.2 The importance of an Administering Medication Policy is recognised in order to minimise any risk to staff and residents.

3.3 The policy provides clear guidelines that staff must adhere to.

4. Consultation

4.1 The involved Tenant Panel and lead officers have been consulted and their comments have been considered when drafting this policy.

Nicola Botterill
Assistant Director – Social Housing & Community Safety



Administering Medication Policy

Issued by Social Housing & Community Safety

November 2024

Administering Medication Policy Quality Record

Revision	Date	Description	Stage	Agreed
Draft		1 st revision		
Draft	8 May 2017	Single Member Decision	Approved	8 May 2017
Draft	11 April 2017	EqIA	Approved	2 May 2017
Draft	01 July 2024	EqIA		

Contents	Page
1. Policy Statement	4
2. Purpose	4
3. Scope	4
4. Responsibility	4
5. Definition	
6. What support in respect of medication can Wellbeing Officers provide?	4
7. Tenants who cannot administer their own medication	5
8. Equality & Diversity	5
9. Related documents	5
10. Review	5

**This Policy is available in larger print.
Please contact Human Resource if you require
assistance.**

1. Policy statement

- 1.1 Nuneaton and Bedworth Borough Council's Independent Living Service aims to provide a safe environment in which residents can maintain their independence whilst maximising their well-being.
- 1.2 This policy also aims to protect tenants and staff from potential mistakes leading to significant risks to a tenants well-being. Staff may not administer medication except under the supervision of a qualified medical practitioner in the event of a serious emergency.

2. Purpose

- 2.1 The purpose of this policy is to:
 - Ensure that Nuneaton and Bedworth Council's Independent Living Service adopt a consistent, fair and transparent approach in the way it deals with the administration of medication.

3. Scope

- 3.1 This Policy explains how Nuneaton and Bedworth Borough Council's Independent Living Service will manage the administration of medication within its Independent Living accommodation.
- 3.2 It covers the administration of all medicines including those prescribed by a medical practitioner, pharmacist, or complementary therapist. It also covers non-prescription drugs including home remedies.

4. Responsibility

- 4.1 The Landlord Services Manager retains the overall responsibility for the implementation of this policy.
- 4.2 The Independent Living Team Leader is responsible for the operational delivery of this policy and the associated procedures. This includes responsibility for monitoring and reviewing, staff awareness and training, policy development and communication to tenants.

5. Definition

- 5.1 Nuneaton and Bedworth Borough Council's Independent Living Service has defined the administration of medication as the giving of, or encouragement to a third party to take any medication as identified within the scope above.

6. What support in respect of medication can Wellbeing Officers provide?

- 6.1 The Independent Living Team may support tenants to take medication in certain but limited circumstances, these will normally only include:
 - The Independent Living Team do not collect medication on behalf of a tenant.
 - In very exceptional circumstances, and only to save life, staff may be asked to administer directly medication under the supervision of a medical practitioner, in

these circumstances the Independent Living Team must report the incident to the Independent Living Team Leader or Landlord Services Manager as soon as is practicable.

- 6.2 In all of the above cases, staff must make the Independent Living Team Leader or Landlord Services Manager aware of any incidents and must keep a detailed record of any such administration.

7. Tenants who cannot administer their own medication

- 7.1 If a resident has concerns as to their ability to self-medicate should discuss this further with their:

- GP or medical practitioner
- Social worker
- Family Member

8. Equality & Diversity

- 8.1 This policy and associated procedures will apply to all Nuneaton and Bedworth Borough Council's Independent Living Service is committed to promoting equality of opportunity and to eliminating unlawful discrimination on the grounds of race, age, disability, gender, sexual orientation, religion, belief, class, financial status and any other difference that can lead to discrimination or unfair treatment.

9. Related documents

- Advance Directives (Living Wills) Policy
- Independent Living Procedure Guide

10. Review date

- 10.1 Every three years or on the introduction of new legislation, regulation or good practice guidance.