



DARLINGTON
Borough Council

Housing Services Housing Management Policy 2022 - 2026



Introduction

Our aim is to ensure effective, efficient, and accountable management of our properties and tenancies. By providing robust and consistent management, we hope to build vibrant and resilient communities.

This Policy has been designed to be an effective tool to enable efficient management of our housing stock, not only within the context of the legal framework but also with reference to the economic and social issues that are faced by many of our tenants. This policy has been developed to incorporate best practice and strives for continuous improvements.

Policy Aims

- To deliver an efficient and effective approach to housing management.
- To provide an accessible and accountable tenancy management service review.
- To deliver a fair and consistent approach that reflects a commitment to creating sustainable tenancies and which balances enforcement, prevention, and support.
- To ensure that a value for money approach is embedded.
- To continually strive to understand and improve our performance.
- To ensure staff and tenants are aware of the policy and understand its aims.
- To ensure income is maximised for Housing Services and our tenants.
- To comply with legal requirements and the Council's financial and regulatory procedures.

Relevant legislation

The key areas of legislation, reference and statutory guidance material in this policy are:

- Housing Act 1985
- Housing Act 1988
- Housing Act 1996
- Anti-Social Behaviour, Crime and Policing Act 2014
- Localism Act 2011
- Welfare Reform Act 2012
- Protection from Eviction Act 1977
- Data Protection Act 2018)
- Equality Act 2010
- Darlington Borough Council's Code of Practice – Sundry Debtors
- Sales Ledger Procedural Documentation
- General Data Protection Regulations (GDPR)
- Financial Regulations
- Complaints Policy
- Pre-action protocol for Possession Claims by Social Landlords
- Coronavirus Act 2020
- The Debt Respite Scheme (Breathing Space Moratorium and Mental Health Crisis Moratorium) (England and Wales) Regulations 2020
- Matrimonial Causes Act 1973
- Matrimonial and Family Proceedings Act 1984
- Civil Partnership Act 2004
- Prevention of Social Housing Fraud Act 2013
- National Disability Strategy 2021
- The Charter for Social Housing Tenants – Social Housing White Paper 2021
- Building Safety Bill
- Fire Safety Act 2021
- Microchipping of Dogs (England) Regulations 2015
- Allocation of Housing (Qualification Criteria for Armed Forces) (England) Regulations 2012
- Allocation of Housing (Qualification Criteria for Right to Move) (England) Regulations 2015
- Homelessness code of guidance for local authorities
- Domestic Abuse Act 2021
- Providing social housing for local people (statutory guidance)
- Land Compensation Act 1973 (as amended)
- Home Loss Payments (Prescribed Amounts) Regulations 2018
- Right to Repair – Commonhold and leasehold Reform Act 2002
- Landlord and Tenant Act 1985
- Housing Act 2004 – Housing Health & Safety Rating System
- Homeless Prevention Act 2017
- Care Act 2014



Policy Scope

This policy applies to all domestic properties managed by Darlington Borough Council. This includes garages and leasehold properties and focusses on managing a tenancy, in terms of tenant's rights and ensuring that tenants are aware of their responsibilities and adhere to them.

The policy covers the following areas:

- Income management:
 - Recovery and management of debt from former and current tenants and leaseholders
 - Approach to income management and support
 - Legal action
 - Debit/Credit write-off
 - Hierarchy of debt
 - Refunds of account credits
 - Compensation
- **Tenancy management:**
 - Allocation of properties including local lettings, new build, and rural properties
 - Garages
 - Tenancy fraud
 - Succession of tenancy
 - Assignment of tenancy
 - Mutual exchange
 - Addition or removal of person(s) from a tenancy
 - Abandoned properties
 - Lodgers and sub-letting
 - Overcrowding and under-occupation
 - Ending a tenancy
 - Death of a tenant
 - Repairs
 - Home visits and inspections

- Damp and condensation
- Pets
- Hoarding
- Improvements
- Adaptations
- Mobility scooters
- Garden tidy scheme
- Decoration of properties
- Housing Plus
- Void management



Performance

We will continually strive to understand and improve performance. There is an effective performance management framework in place to report, evaluate and review performance. Targets will be challenging, subject to regular review and will contribute to ongoing improvement. We will benchmark our

performance with other housing providers both locally and nationally and use our website to show our performance and through our annual plan.

We will publish our performance online, through the Housing Connect magazine and our Annual Report.

Tenant involvement



Tenants are at the heart of our service. Our Customer Engagement Strategy sets out how our tenants are involved in our policy and decision making, as well as suggesting improvements and better ways of working. We want them to challenge us and help us to meet our community's needs.

We will offer all our tenants the opportunity to be part of our Tenants Panel and will offer appropriate training to assist our tenants to become involved in our service.

We will consult with our tenants to help us to improve our service. We will carry out surveys online, via social media, through the post or by telephone. We will provide feedback on suggestions and surveys.

We will use any complaints as opportunities for learning and will review processes and policies where we recognise we need to improve.



Income Management

Recovery and management of debts from former and current Tenants and leaseholders.

We will provide an accessible and accountable service to assist tenants in various ways to pay their rent and any money owed to us. This will include direct debit, standing order, card payment via telephone, online and cash payments via rent card. We will offer a range of support from specialist teams to assist our tenants who may find themselves in hardship. This will include money advice, budgeting support, Housing Benefit (HB) advice and Universal Credit (UC) support.

Tenants will be informed of changes to rent and other charges at least 4 weeks before these

changes become effective. They will be informed annually on how much their rent and charges will be and for how many weeks this will be charged.

Tenants will also be informed of changes to rent and other charges for garages at least one week before the changes become effective.

On termination of a tenancy, the outgoing tenant will be advised of any rent arrears and other outstanding charges and settlement will be required.

Rent statements will be available online via the self-service portal or can be provided at any time.

Approach to Income Management and Support

Current Tenants

The aim of current rent recovery is to maximise rental income by preventing and controlling rent arrears.

We are committed to help our tenants to maintain a tenancy through prevention, support and debt recovery and will make all reasonable attempts to recover debts and provide practical advice and assistance to tenants facing difficulties with their rent payments.

To prevent arrears and instil a ‘rent-first’ culture, we will offer robust pre-allocation, affordability and vulnerability checks and procedures at sign-up stage to clarify a tenant’s responsibilities including:

- Rent and other payments are being made consistently and regularly.
- Rent is payable weekly, preferably in advance.
- HB or UC is in payment.
- An assessment of the tenant’s income and a calculation of benefit entitlement.

- Highlighting that whilst support will be provided, non-payment of rent is taken very seriously, and could lead to tenants losing their home.

Where required, applications for a tenant’s housing costs to be paid directly to the landlord will be made via an Alternative Payment Arrangement and, for arrears, payments to be collected via Third Party Deductions in line with Department for Work and Pensions (DWP) guidelines.

The introduction of UC means new relationships with a range of external partner agencies and new support services has been identified, strengthened, and developed as these changes have been implemented.

We will provide a range of support services, both in-house and through partnership working, which cover money and financial inclusion advice. The approach taken to debt recovery will be proportionate and flexible, considering individual circumstances and vulnerabilities.

We will encourage our tenants to use the Darlington Home Online service to access their account and we will provide support to those who are unable to access online services for whatever reason.

Prior to legal action, we will try to contact the tenant in a range of ways, but not restricted to; text messaging, email, telephone, letters, and visits to their home. Tenancy Sustainment Officers will also try to engage with tenants to provide advice and support. If tenants fail to engage, we will seek legal action to recover any debt owed.

We will work closely with relevant debt agencies and the Insolvency Service when a tenant has applied for the Debt Respite Scheme (Breathing Space), Debt Relief Order, Bankruptcy, or Individual Voluntary Arrangements. We will ensure we meet our responsibilities and where appropriate stop all recovery action related to that debt and apply the relevant protections. In the case of Breathing Space, we will suspend any recovery action during the Breathing Space period. For current tenancies, the tenant must continue to pay any ongoing rent liability or an application to end the Breathing Space will be made.

Former tenancies

The recovery of former tenant debt is undertaken through the specialised Housing Income Management Team. This approach aims to ensure that recovery action takes account of the individual's whole indebtedness to Housing Services.

Recovery action will be firm but fair and will involve correspondence, telephone, text, email and personal contact where appropriate. Tracing agencies will be

employed to establish the whereabouts of debtors, where this is not known.

Legal action will be taken to recover former tenant debts owed to the Council where appropriate.

External debt collection agencies will be used for recovery of non-payment.

Leaseholders

Leaseholders are charged annually for the costs incurred by the Council in repairing, maintaining and improving services and structures that are shared, in common with other occupiers in the building.

Recovery action will be taken for non-payment of charges, breach of lease obligations and payment arrangements.

We may apply for a charging order to be placed upon a leasehold property or forfeiture of lease for non-payment.

Garages

Garage tenants are charged rent weekly. Garage rents are VAT exempt for Council tenants unless they rent more than 2 garages.

Recovery action will be taken for non-payment of charges, breach of lease obligations and payment arrangements.

We will deal quickly and effectively on accounts for non-payment of garage rent with evictions being carried out where rent has not been paid regularly and arrears remain.



Sundry Debts

The recovery of sundry debts is undertaken by the Housing Income Management Team in line with Darlington Borough Council's Code of Practice – Sundry Debtors.

Housing Accounts Officers will ensure that invoices are raised promptly following the supply of goods

or services, making agreements to pay, recording payments made and producing reminders to pay.

External debt collection agencies will be used for recovery of outstanding debts, or they may be referred to Legal Services.

Rechargeable Repairs

Housing Services have an agreed rechargeable repair procedure in determining when a recharge should be applied.

The circumstances leading to the need for repair following damage to property are varied, such as:

- When the Police have obtained a warrant to enter a Council property, where access has been refused and or if charges are brought against the tenant or household by the Police, the recharge will be brought against the tenant.
- In cases of alleged criminal damage to a property, the tenant will be recharged unless they can produce evidence that the matter has been reported to the Police and logged as a crime.

- Tenants who vacate their properties leaving items that must be removed will be recharged the cost of removal and where necessary cleaning and disposal including overgrown gardens and unofficial alterations.
- Tenants who misuse the repairs call-out service will be invoiced for the cost of the call-out service. Similarly, Tenants reporting similar repairs for repetitive damage and abuse of the property will lead to action under the tenancy conditions.

Rechargeable repairs for a current tenant will be added to their rent account. Recharges for former tenancies will be included in any other outstanding balance.

Legal Action

We will always seek to assist the tenant and will seek legal action only as a last resort. In the event of all efforts being exhausted, recovery action will be taken, which will include applying to the court for possession of the property, a charging order being placed upon a leasehold property or forfeiture of lease. In the case of ongoing, unpaid garage rent, a legal notice will be served to the garage tenant's last known address and possession taken 7 days later. Any items left within the garage would be stored for a month in line with legislation and disposed of, as appropriate.

Where possession action is required due to arrears on an Introductory Tenancy, we will issue a Notice of

Possession Proceedings. Tenants will have the right of appeal. Introductory Tenancies may be extended by a maximum of six months if we have concerns about the tenancy. These concerns will include but are not restricted to; rent arrears or anti-social behaviour.

For tenants who are made subject to a bankruptcy order or Debt Relief Order, consideration will be given to seeking possession of the property as, although the debt may not be recovered, it remains a breach of tenancy as rent remains unpaid.

Debit/Credit Write-off

The Council has agreed procedures for determining whether and when debts are written-off. Under the current arrangements, the Director of Operations Group is authorised to write-off debts below £500. For debts above £500, Cabinet approval is required.

Write-offs will be authorised on an annual basis.

The Housing Income Management Team will routinely assess all debts for the likelihood of payment and consider the individual circumstances of each debt within a consistent framework for decision making.

Former tenant debts, including rechargeable repairs, may be written-off where recovery is uneconomical

to the Council or the tenant's whereabouts remain unknown for over a year. Any debts written-off will be reinstated at any time if recovery is deemed to be appropriate.

Credit balances following tenancy termination checks may be refunded. Any credit balances will be refunded subject to former tenants producing satisfactory identification within the statutory period of limitations.

Current rent arrears will only be considered for write-off where the tenant is subject to the Debt Respite Scheme (Breathing Space), Debt Relief Orders, Bankruptcy or Individual Voluntary Arrangements.

Hierarchy of Debt

The range of services provided can sometimes result in a tenant receiving more than one chargeable service owing to Housing Services. In such circumstances the order of debt recovery for current and former tenancies will be:

- Current tenant rent account – dwellings and garages
- Current tenant sub accounts – legal fees, rechargeable repairs, overpayments of HB or UC housing costs
- Former tenant rent arrears – dwellings and garages
- Former tenant sub accounts – legal fees, overpayments of HB or UC housing costs, rechargeable repairs, void, and sanitisation.

The arrangements to pay debts will recognise the multiple types of debt and the allocation of payments made will be in order of the priority as set out above.



Refunds of account credits

Where a tenant has a credit on an account and requests a refund, all other accounts relating to the tenant will be checked before a refund is authorised. Refunds will only be given if the tenant has no other outstanding debts due to Housing Services or Revenues and Benefit Services. If other debts exist, any credits will be transferred to clear or reduce other debts owing to Housing Services using the hierarchy of debt, as shown above.

Where a genuine credit exists, refunds will be actioned in line with our service standards. Refunds will be in the form of a cheque.

Where a credit exists on a former tenant account following tenancy termination, checks will be made for other outstanding debts owed to Darlington

Borough Council and that there is no overpayment of HB or UC housing costs due to be paid back. Any credit due after these checks will be refunded in line with our service standards.

Where no forwarding address is available, or where we are unable to contact former tenants to repay any account credit due, credits will be held on the former account for a maximum of 3 months prior to being recommended for a credit write-on against the bad debt provision.

Where a tenant owes debts to Darlington Borough Council, we will deduct amounts in lieu of payment from any compensation payment, redecoration, disturbance allowance or home loss payment.

Compensation

There may be occasions when tenants may suffer some disadvantage, inconvenience, or loss as a result of our actions or mistakes, and that in some instances compensation may be appropriate.

Through compensation, we aim to provide redress to restore a tenant to the position they were in had a service failure not occurred. There are several remedies available to put a situation right, but we recognise that in some instances financial compensation may be the only and appropriate form of redress.

We will offer compensation payments that are fair and proportionate, and each case will be considered on a case-by-case basis. We will also consider compensation when the damage or any detriment has been caused by a third party (contractor) working on our behalf.

There are 3 categories of compensation payments:

- Mandatory through law (such as home loss or disturbance)
- Quantifiable loss payments (where people can demonstrate actual loss)
- Discretionary payments (for time and trouble/distress and inconvenience)

We will not consider compensation in the following situations:

- Claims for personal injury.
- Claims for damage or service failure caused by circumstances beyond a landlord's control (such as, through storm, flooding or pandemic).
- Problems caused by a third party not working for the landlord.
- Claims that should be covered by a home contents insurance policy; this includes damage through fire or flood to tenants' belongings, furniture, and floor coverings.
- Claims for loss of earnings.
- Where there is impending legal action.
- The loss or damage was caused by a tenant, household member or visitor and includes failure to report a repair promptly or keep an appointment.
- The fault was unforeseeable and/or caused by a third party or we had no control over it, such as a water leak from a neighbouring property.
- Possessions are lost, stolen or damaged through no fault of Housing Services.

- Items which have been unavoidably damaged by improvement works, such as when the installation of central heating has unavoidably left holes in flooring to accommodate pipework.
- Damage was caused by condensation due to lifestyle.
- The damaged items were removed or replaced before we have inspected them.
- Loss of the supply of gas, electricity or water is outside our control.

Mandatory though law

- Home loss payments
- Disturbance payments
- Improvements
- Right to Repair
- Damage to personal belongings, furniture and decoration following negligence

Home Loss Payments

The home loss payment compensates tenants 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.

Displacement must be of a permanent nature or where the works are so extensive that the dwelling has lost its original identity, for example, following works the property has more, or less bedrooms than prior to the works.

We usually make the payment after the date a tenant moves out, however in some circumstances we may release monies early to allow a tenant to pay a bond or deposit for new accommodation.

Lodgers or other people living in a property, who are not the named tenant are not eligible for a home loss payment.

The amount of home loss payment is set by the Government each year.

- Tenants should ensure they have sufficient home contents insurance to cover damage to their property. Compensation is not intended as a substitute for home contents insurance.

We will offset any payment of compensation against any rent or service charges arrears owed to us where it is fair to do so.

Disturbance payments

Disturbance payments are made to compensate a tenant for moving to another property temporarily or to people who have lived at the property for less than 12 months and are required to move home permanently.

The situations in which a disturbance payment can be made are broadly the same as those for home loss payments. Lodgers and other persons living in the property who are not the named tenant are not entitled to a disturbance payment.

Disturbance payments cover reasonable expenses incurred by the entitled person during moving. We will consider each claim on a case-by-case basis but in general we would class the following as reasonable expenses:

- Expenses that relate strictly to the move such as, removal firm costs.
- Expenses reasonably incurred as a direct and natural consequence of the displacement such as redecoration, re-connection of landline phones, redirection of post, re-fitting, or replacement of carpeting because carpets from a former dwelling do not fit, removal and refitting of gas or electric cookers and washing machines.



Improvement payments

Tenants may claim compensation for improvements they have carried out to their homes when they are leaving.

Prior permission from us must have been obtained for a ‘qualifying’ improvement and tenants can claim for the cost of materials and labour costs, but not for appliances or their own labour.

The amount payable can be up to £3,000 though claims under £50 will not be considered.

Payments will be adjusted for undue wear and tear or if any defects to the improvement exist at the end of the tenancy.

Any claims for compensation for improvements must be made in writing between 28 days before the actual end of the tenancy or up to 14 days after the tenancy has ended. Tenants must be able to provide the original receipts or proof of financial transactions to be eligible for the compensation. The improvement must still be in good condition and full working order. A full list of qualifying improvements is available in **Appendix 1**.

Quantifiable loss payments

Examples of quantifiable loss include:

- Increased bills due to electric heaters provided whilst a repair is carried out on a heating system.
- Alternative accommodation costs.

Discretionary payments

Discretionary payments for compensation may be made where there has been a loss of facilities, such as heating or hot water.

Goodwill payments may also be made when there has been a failure of service, which has caused delay or distress.

Examples of discretionary payments include:

- Failure to handle complaints appropriately.
- Unreasonable delays in providing a service, such as delays for repairs.

Right to Repair

The Right to Repair Scheme covers specific repairs which cost less than £250 and should be done within a set time limit. If we do not carry them out within that time, the tenant may be entitled to compensation. A full list of qualifying repairs is available in **Appendix 1**.

Damage to property/belongings

Housing Services has a responsibility to insure our buildings and tenants are responsible for insuring the contents of their home. If damage has occurred to a property which was our fault, the tenant may be able to make a claim to our insurer for compensation.

- Payments towards cleaning or removals where we have failed to meet our obligations.

Any such costs must have been reasonably incurred and tenants will be asked to provide evidence of such loss.

- Failure to provide a service that has been charged for (more than 10 working days) and due to Housing Services failures.
- Temporary loss of amenities (within Housing Services control).
- Failure to meet published response times.
- Loss of use of part of a property.
- Failure to follow policy and procedures.
- Full details of how discretionary payments are decided is available in **Appendix 1**.

Tenancy Management

Allocation of properties including local lettings

Allocations of properties are made with reference to the Tees Valley Common Allocation Policy (external link) to ensure fair and transparent allocations across the Tees Valley Partnership.

We may apply a local lettings policy when appropriate, to ensure we make the best use of our housing and improve communities. To ensure transparency and fairness, some local letting criteria will require the agreement of the appropriate Cabinet Member.

We operate our lettings scheme through an agreed band quota system to allow social mobility and to meet housing need.

Local lettings criteria may include (please note this is not exhaustive):

- **Rural properties** - applicants with a local connection to an area may be awarded a higher priority over those that do not (see Appendix 2 for areas this applies to).
- **Age restricted** - some properties may have an age criterion applied, such as sheltered schemes and adapted ground floor accommodation.
- **New build properties** - additional checks and criteria may be applied to ensure affordability and to ensure balanced communities.
- **Sustainable communities** – some properties may have stricter criteria applied to, for example, where there has been previous anti-social behaviour or criminal activity within the area.
- **Areas of concentration** - where there are areas of over concentration of, for example, children and youths creating the potential for management problems, some properties may be under-occupied, or the age criteria changed, or additional criteria applied at next let. Where this is applied, prior agreement will be sought from the Assistant Director and Cabinet Member for Housing.

It will be made clear on our adverts which properties our local letting policy applies to.

In the following circumstances an applicant may not need to meet the local connection criteria to qualify (not exhaustive):

- Members of the Armed Forces where the application is made within 5 years of discharge (includes bereaved spouses, civil partners and unmarried partners leaving service family accommodation following the death of their partner).
- Persons moving area to escape violence or harm, as well as enabling those who need to return, such as homeless families and care leavers and those who need support to rehabilitate and integrate back into the community.



Garages

We have a number of garages, which both council tenants and other residents living in the private sector can rent. Garage rents are VAT exempt for Council tenants unless they rent more than 2 garages.

Applicants should have no outstanding debt to Housing Services and a maximum of one garage can be rented by a household at any one time. In some exceptional circumstances, we may allow an applicant or household to rent more than one garage but this will be on a case by case basis. Any household that already rents more than one garage will not be expected to return their additional garages until the tenancy is terminated.

If a garage is situated within the garden of a property, the tenant of that property has first priority when the garage becomes empty, if they have an active garage application at the time of notice being given on the garage.

Those applicants that do not rent a garage from us will have next priority for empty garages over those that do, even if they have had an application registered for longer.

On application, applicants will be expected to provide documents to prove their identity and current address. These may include documents such as (list not exhaustive):

- Proof of current address.
- Photo ID.
- National Insurance Number (NINO).
- Valid driving licence.
- Proof of date of birth.

Tenancy fraud

We will take appropriate action in relation to possible social housing fraud including:

- Unauthorised sub-letting.
- Non-occupation by the tenant.
- Anyone fraudulently obtaining a social housing tenancy or garage.

We will use these personal identifiers to allow us to carry out security checks with tenants, to ensure we do not inadvertently divulge data such as rent arrears to incorrect person(s).

Tenants are expected to update us if they change their address to ensure we hold accurate records.

Garages should not be used for the following purposes and may be classed as a breach of tenancy:

- To run a business or to trade from.
- The storage of flammable or hazardous equipment.
- Illegal purposes.

We will make all garage offers in writing and will be held for 3 working days. If an applicant fails to respond within this timescale the offer will be retracted.

We will cancel any garage application after 3 no responses to offers.

Garage tenancies are a legal contract and must be ended in writing.

We require one week's written notice and all keys should be returned upon termination as agreed by us. Garages should be left clean and tidy and empty of personal belongings and items. Tenants will be recharged for any removal costs or repair costs which are not due to fair wear and tear. Any items left within the garage will be stored for a month in line with legislation, disposed of and tenants recharged.

- Anyone wrongly claiming succession or unauthorised assignment of a tenancy.
- Key-selling – where a tenant passes the keys for a property on to someone else in return for a payment or favour.

We will request personal information that is relevant and adequate to ensure we can carry out appropriate ID and security checks before, during and after a tenancy.

When we contact tenants, we may use confirmation

Succession of tenancy

Succession allows for a tenancy to be passed on to certain qualifying people when the tenant dies. The Housing Act 1985 provides the legislation for the right to succeed.

The law allows only one statutory succession to each tenancy. Consequently, on the death of the tenant there can be no further right of succession where the deceased tenant is classed as a successor. A deceased tenant is classed as a successor where:

- They became the tenant by succession.
- The tenancy was assigned to them as a potential successor.
- They previously exchanged from another property and had been a successor there.
- They became the tenant under a court order and the previous tenant was a successor.

Where a joint tenant dies, the tenancy passes to the surviving joint tenant/s automatically, regardless of the relationship between the joint tenants. This is called survivorship and counts as one succession. There can be no further statutory succession.

If a deceased tenant is not classed as a successor, an applicant will qualify to succeed to the tenancy if they were occupying the property as their main home at the date of the death and either:

- They are the tenant's wife, husband, civil partner, or partner (this includes same sex couples) provided he or she lived with the tenant in the home as their principal home prior to the death of the tenant; or
- They are another member of the tenant's family and they have lived with the tenant as a permanent resident for the preceding 12 months. Members of the family means parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew, or niece.

of personal identifiers such as date of birth, NINO, normal payment method etc. to ensure we are talking with the right person and to avoid any disclosure of personal information to the wrong person.

Statutory succession overrides any other claims to the tenancy (such as, under the deceased tenant's will).

Where there is more than one person qualified to succeed, the tenant's spouse or civil partner is to have priority. If there are two or more family members entitled to succeed, then they must agree between them which one is to be the successor. If they cannot agree, a management decision will be made as to whom the tenancy should pass to.

A person who succeeds to a tenancy is granted a continuation of the existing tenancy, not a new one.

There may be circumstances where a property would be more suitable for other individuals rather than a successor, for example if the successor is significantly under or over occupying, or the property is adapted for a disabled person. In such circumstances, we may look to rehouse the successor into a more suitable property. The successor would be considered for a direct match to an available and suitable property.

If the successor refuses to move voluntarily then we may serve a notice on the successor between 6 and 12 months after the previous tenant's death.

If no succession right exists, we may consider the granting of a discretionary tenancy of the current property. This will be an introductory tenancy and will be let in accordance with the Tees Valley Common Allocation Policy.

We will consider each case on its merits following receipt of a written request to remain in the property, which must be received no later than two months after the tenant's death.



Assignment of tenancy

Assignment (passing on a tenancy) is only possible for secure tenancies in the following circumstances (as set out in the tenancy agreement):

- As a mutual exchange.
- Where a court orders it as part of divorce or judicial separation proceedings on a termination of a civil partnership under the Matrimonial Clauses Act 1973, Matrimonial and Family Proceedings Act 1984 or the Civil Partnership Act 2004.

- Where a court orders it in exceptional circumstances.
- To a potential successor, for example, someone who would have had the right to succeed to the tenancy on the death of the tenant. This is only possible if there has been no previous assignment or succession.

Assignment is not possible under any other circumstances and is not applicable to introductory tenancies.

Mutual Exchange

Requests for a mutual exchange can be accepted from any public sector tenant who has a secure tenancy. It is not applicable for introductory tenancies.

We will only refuse consent on the same grounds available for secure tenants and outlined in Schedule 3 of the Housing Act 1985. Where the tenant is in breach of their tenancy, including being in rent arrears, we can impose a condition requiring the breach to be put right. If a condition is imposed, the exchange cannot take place until the breach has been remedied.

We will give or refuse consent within timescales as dictated by legislation from the date the application is received.

We will carry out comprehensive inspections of Council owned properties where the tenant has requested a mutual exchange.

Permission for an exchange will normally be subject to all the tenancies concerned having been conducted satisfactorily and we will expect that all properties are in a good state of repair and decoration. All monies owed to Housing Services should be repaid in full before the exchange is agreed. Any alterations made to the property by the outgoing tenant will become the responsibility of the new tenant and Housing Services will not be responsible for any repairs that are the tenant's responsibility.

Requests for exchanges will be assessed in line with current Housing legislation and any reasons for refusal will be provided in writing.

When tenants have undertaken a mutual exchange without the consent of Housing Services it is known as an unauthorised mutual exchange.

If an unauthorised mutual exchange has taken place, Housing Services will visit the occupiers immediately and we will advise the occupiers that legal action will be sought by the council if they fail to return to their previous property. Housing Services will also advise on any implications related to welfare benefit claims for the property.

The occupier is responsible for paying full rent on their previous property.

A Notice to Quit (NTQ) will be issued to both parties and the tenants will be given 4 weeks to return to their previous property. If the tenants fail to return to their previous property, we will take legal action and commence possession proceedings.

We will recharge for any costs involved in gaining possession of a property through the Courts and for any associated costs in removals, gaining access and returning a property to a lettable standard.

Addition or removal of person(s) from a tenancy

Sole to joint tenancy

There is no automatic right to the creation of a joint tenancy from an existing sole tenancy.

We will consider a number of conditions before allowing the addition of a joint tenant including (not exhaustive):

- Proposed joint tenant is the existing tenant's husband/wife/civil partner/partner.
- Proposed joint tenant is residing at the property at the time of application.
- Proposed joint tenant has been residing at the property for a period of at least 12 months immediately prior to the application.
- The rent account is up to date.
- Proposed joint tenant must not at any time have been evicted due to anti-social behaviour.
- Proposed tenant must not own a property in the UK or abroad.
- Is the property suitable for the joint tenants' needs in terms of its size and/or adaptations?

Joint to sole tenancy

Either party within a joint tenancy can terminate the tenancy by giving 4 weeks' notice. However, there is no automatic right for the remaining tenant to take over the tenancy as a sole tenant.

A termination notice, in writing, must be provided to us by the outgoing tenant and the proposed date they are leaving the property must be provided.

We will consider a number of conditions before allowing the remaining tenant to take on a new sole tenancy for the property including the following (not exhaustive):

- Proposed sole tenant must be residing at the property at the time of application.
- Proposed sole tenant must have been residing at the property for a period of at least 12 months immediately prior to the application.

If a joint application is made for a transfer, it will be at our discretion whether to convert the sole tenancy into a joint tenancy, considering the above listed conditions.

If we agree to convert a sole tenancy to a joint tenancy, a termination of tenancy notice should be completed by the sole tenant to end their current tenancy. The new joint tenancy will need to be signed by both joint tenants and will start the day after the sole tenancy ends.

The existing sole tenant will be advised about the implications of creating a joint tenancy before it is entered into such as:

- A new tenancy agreement will be signed.
- The type of tenancy may change to a flexible tenancy.
- Rent charges may increase.
- Either party will be able to terminate the tenancy at any time.

- The rent account is up to date and all sundry debts or Housing related debts should be cleared.
- The proposed sole tenant must be able to afford the tenancy (an affordability check will be carried out to confirm this).
- The proposed sole tenant must not at any time have been evicted due to anti-social behaviour or be involved in any current anti-social behaviour complaints.
- The proposed tenant must not own a property in the UK or abroad.
- The property must be suitable for the proposed sole tenant's needs in terms of its size and/or adaptations.



Abandoned properties

Tenants may be away from their homes for an extended period for several reasons. If a tenant leaves a property, this does not necessarily mean they have abandoned the property. Legally it is only when the tenant breaches the “only and principal home” requirement that the tenancy loses its security (section 81 Housing Act 1985).

We expect Tenants to notify us of any periods of absence as set out in the Tenancy Agreement.

We will ensure that we:

- Provide a consistent approach when dealing with suspected abandoned properties.
- Commence investigations promptly to:
 - a. help reduce rent loss,
 - b. reduce additional costs to tenants,
 - c. reduce the risk of criminal activity,
 - d. reduce the risk of damage to the property, and
 - e. prevent unauthorised occupation.

The law states that a tenancy may only be ended in the following ways:

- By the tenant leaving the premises after giving the landlord notice.
- By the tenant leaving the premises after a court order has granted possession.
- By the tenant failing to live in the property and therefore forfeiting their security of tenure.

When Housing Services are aware of a potentially abandoned property, we will make enquiries to establish if the tenant intends to return and will consider all individual circumstances. Examples of occasions when an un-occupied property may not have been abandoned include:

- When a tenant is in prison - the length of time is immaterial if they have the intention to return.
- When a tenant has gone on a long holiday.
- When a tenant is in hospital and has not had the time to let us know.
- When a tenant is in long-term care or rehabilitation.

At the first sight or report of abandonment, the Housing Officer will act promptly to substantiate the details of the case. We will arrange to secure, if appropriate, suspected abandoned properties within one working day of a report being received.

Where we believe that the tenant may have abandoned the property (including anonymous notification) we will take appropriate action, in accordance with the legislative requirements and our abandonment procedure. This may include:

- Changing of locks and securing of the property.
- Legal action to repossess the home.

We will take a multi-agency approach when investigating a potential abandonment and will ensure a thorough investigation is carried out. We will carry out checks to establish occupation or abandonment including (not exhaustive):

- Attempt to contact the tenant using all telephone numbers previously supplied by the tenant.
- Visit the property at various times of the day.
- Check if there a key on the other side of the lock, as this could indicate someone is inside the property.
- Check if there a car or other vehicle on the property.
- Check if there is condensation on the windows.
- Check if there is washing on the line.
- Check if there are any animals at the property.
- Check the condition of the garden.
- Check if the rubbish been taken out, or if the recycling box is full.
- Look through the letterbox and windows.
- Check if there is furniture inside the property (if this is visible).
- Speak with neighbours/family/next of kin.
- Check if there is a pile up of letters in the hallway (if this is visible).
- Take utility meter readings (gas/electric/water) if there are external meters.
- Check the rent account for the last payment.

- Check if recent repairs have been carried out by Building Services.
- Check if they are in prison, hospital or other care accommodation.

If, following on from any investigation, it is evident that the tenant is no longer residing at the property, a NTQ will be served on the property. This notice will warn the tenant that the property may be repossessed after 28 days unless the tenant makes contact. If it is a joint tenancy, then separate notices for each tenant will be served.

If the tenant returns before the NTQ has expired, then the NTQ becomes invalid and the security of the tenancy is regained. A Housing Officer will carry out a follow up visit to the property to confirm occupation.

On expiry of the NTQ, if no response has been received and the property remains empty, security of tenure has ended and access will be gained to the property and the locks will be changed.

Once Officers have completed all appropriate checks and authorisation has been given by a Senior Officer, and all are satisfied that the property has been abandoned, the tenancy may be terminated. There may be occasions where a court order will be required, and Senior Officers and Legal Services will work together around this.

We will recharge for any costs involved in gaining possession of a property through the Courts and for any associated costs in removals, gaining access and returning a property to a lettable standard.

On completion of the lock change, two members of staff will inspect the property and complete an inventory. The inventory will detail all contents left in the property and photographs may be taken. Both members of staff will agree and sign the inventory form.

Any items of value will be stored for 31 days in a suitable location and any damage to the items will be noted on the inventory.

Items in storage will be kept for a period of no less than 31 days, after which Darlington Borough Council will become the owner of the belongings and they may be disposed of. Any perishable items will not be stored and will be disposed of immediately.

Once the belongings have been placed in storage, the tenants forwarding address may be obtained or the tenant may make contact. In the case of a forwarding address being received, a letter will be sent to the tenant advising of the disposal date of their belongings. The letter will also explain that all costs incurred since the property was abandoned will be recharged to the tenant and this will also include any outstanding rent.



Lodgers and sub-letting

Under the terms of the tenancy agreement, introductory tenants may not sub-let their property and must use it as their principal home. We may, however, allow a secure tenant to sub-let part of their home with our written agreement.

Tenants must request written permission from Housing Services before sub-letting part of their home.

The legal relationship between the tenant and the landlord remains the same. The tenant's responsibility for payment of rent and charges, and adherence to the tenancy terms remains unaffected.

Overcrowding and under-occupation

We recognise that in some instances, accommodation may, due to family circumstances, become too small or too large for the household's needs.

Where such issues arise, we will work with the tenant, if they wish to be rehoused, to find the most

suitable housing option available to them through the Tees Valley Common Allocation Policy. We will also inform prospective tenants of the potential impact on their benefits if they under or over occupy their property, according to the government's definition of this.

Ending a tenancy

When a tenant wants to end their tenancy, they must give four weeks' notice in writing, except in the case of the death of the tenant.

Once completed, the termination of a tenancy is a legal binding document and the decision to accept a written withdrawal of the notice to terminate is discretionary.

We will assess each request to withdraw a termination notice on a case-by-case basis and individual circumstances, and information available regarding the conduct of the tenancy will be used to make this decision.

A joint tenant may unilaterally bring a joint tenancy to an end by completing a termination notice. We will contact both tenants to advise the tenancy will be terminated and the date it expires.

Where one tenant wishes to remain in the property, we will work with them and assess their circumstances. We may offer them a new tenancy however, each case will be assessed on an individual basis, considering things such as (not exhaustive):

- Affordability.
- Size of the property.
- Conduct of the joint tenancy.
- Condition of the property.

All keys for properties and garages are due to be returned on the date and location as agreed with us. If all keys are not returned, the outgoing tenant will be recharged for any works involved in accessing the property or garage and replacing the locks.

Properties, gardens, outbuildings, and garages should be cleared of all personal belongings and furniture, and the property should be left in a clean and well decorated condition. We will recharge for any removal, cleaning or repair costs involved in returning a property, garden, or garage to a lettable condition.

Any items left will be stored for a period of no less than 31 days, after which Darlington Borough Council will become the owner and they may be disposed of. Any perishable items will not be stored and will be disposed of.

Death of a tenant

When a tenant dies, their executor or administrator of their estate can end the tenancy by surrender (returning the keys to Housing Services) or by giving notice to quit. If we do not receive a termination notice or keys are not handed in, we may serve a Notice to Quit on the Personal Representative and the Public Trustee.

Until a tenancy is formally ended, rent and service charges continue to be charged to the estate.

Charges will also be made for any costs incurred

for clearance, cleaning, securing and storage of any items left within a property. Any items will be stored for a period of no less than 31 days after which Darlington Borough Council will become the owner and they may be disposed of. Any perishable items will not be stored and will be disposed of.

Should court action be required, we will recharge all costs related to this to the estate of the former tenant.

Repairs

We will carry out remedial repairs to a property or garage before a new tenant moves in, but this does not include internal decorating.

We expect that any subsequent repairs should be reported by the current tenant in a timely manner to reduce any further damage to the property such as, reporting a leak as soon as identified to reduce water damage. We may recharge for the cost of repairs if a repair has not been reported in a timely manner.

We operate an emergency repairs service out of hours 365 days per year. This service is for emergency repairs only and full details can be found in the Repair's Booklet at www.darlington.gov.uk/housing/repairs.

We will recharge for any repairs which are not due to fair wear and tear. We will also recharge for any repairs which are non-emergency but have been reported and attended to on an emergency basis.

We will carry out regulatory checks, assessments, and servicing to the following:

- Gas appliances (such as boilers and fires but excluding tenants' cookers).
- Electrics (excluding tenants' own appliances).
- Stair lifts (where fitted).
- Fire risk assessments (to communal areas).

Tenants must allow us access to carry out these checks for Health and Safety compliance. We will take legal and enforcement action to gain access if required.



Home Visits & Inspections

We will carry out a full inspection of your home within the first 6 months of an introductory tenancy. We will contact you before this appointment to arrange a suitable date and time. If we identify any issues, such as damage caused by the tenant, we will highlight these and will expect the tenant to resolve these.

We may extend the introductory tenancy period to allow issues to be resolved.

In line with our tenancy agreement, we may carry out inspections of our properties at any time throughout a tenancy. Appropriate notice will be given to the

tenant (normally 24 hours) wherever possible, however some visits such as those around non-payment of rent cannot be pre-arranged, and we will visit without an appointment.

We will always carry appropriate identification with us to assist tenants in identifying us as Council employees.

We may also, from time to time, carry out inspections to verify the occupants of a household as part of our anti-fraud and sub-letting measures (see above).

Damp and Condensation

Dealing with damp and mould is a high priority and we will always take reports seriously. We recognise that it can cause tenants distress and inconvenience, so we aim to take a proactive stance through improvements to ventilation and improving the energy efficiency of our properties.

Every home will get condensation at some point and is usually at its worst during the winter, when windows and doors are shut and it's cold outside and warm inside. Tenants may notice condensation in bathrooms, kitchens, and bedrooms most regularly.

Condensation is not necessarily a problem, if the surface has time to dry out each day. Damp occurs when the moisture collects but does not have chance to dry out.

We will take a proactive stance to reports of damp, mould, and condensation from our tenants. When a property is empty, we carry out full inspections, looking for any signs of dampness so we can carry out repairs before a new tenant moves in. We recognise that a number of our properties are older, so when we carry out improvements to our properties, we will improve ventilation to assist with reducing condensation.

We will offer advice to tenants as well as carrying out any necessary repairs to our properties. We will assess each report on an individual basis.

We recognise that tenants may struggle to maintain the warmth of their property due to financial issues. We will refer tenants, where appropriate, to our Tenancy Sustainment team for budget advice to assist with managing fuel bills. We may refer tenants to their energy suppliers direct or signpost to external agencies such as Citizens Advice when appropriate.

We expect that any repairs or signs of damp should be reported by the current tenant in a timely manner, to reduce any further damage to the property, for example, reporting a leak as soon as identified to reduce water damage. We may recharge for the cost of repairs if a repair has not been reported in a timely manner.

Pets

We allow pet(s) within most of our properties. Tenants at some of our sheltered schemes have voted to not allow pets; this is reviewed regularly and is based on the majority decision of tenants.

Should a tenant wish to have a pet within their home, they must first seek written permission from us, and we will assess each application on its own merit.

We will take the following into account when assessing:

- Number of pet(s) within the property.
- Style and size of the property.
- Condition of the property.
- History of managing the tenancy.
- Type and number of pets.
- If the scheme allows pets.

Successful applicants will be required to sign the “Responsible Pet Owners” contract and are responsible for ensuring their pet does not cause any nuisance or annoyance. They must ensure that their property, garden, and pet(s) are kept clean and pest free. Dogs must be microchipped, and the information kept up to date as required by the Microchipping of Dogs (England) Regulations 2015.

We may request that a tenant re-homes their pet(s) should we substantiate any complaints about the pet(s), the condition of the property or garden.



Hoarding

Hoarding has been classified as a mental disorder. As a clinical symptom, it can occur in many psychiatric disorders such as dementia, schizophrenia, depression, eating and personality disorders and post-traumatic stress disorder.

People who hoard may keep things for the same reasons as anyone else, including sentimental value or utility value (item is/could be useful). The hoarder may view their behaviour as a lifestyle choice, and to some extent this is the case.

We will take a multi-agency approach and work with the tenant, partner agencies, support agencies and statutory services in relation to hoarding issues.

We will take decisive action where hoarding causes a health and safety or safeguarding risk to the tenant, to other tenants, the property or Council operatives.

We will use a combination of intervention and enforcement measures, such as applying to Court for an injunction or possession proceedings.



Improvements

Should a tenant wish to carry out improvements to their home and/or garden they must first seek written permission from Housing Services.

We assess each application case by case, and no work should be carried out prior to written permission being granted.

We will carry out post inspections on all improvement works to ensure they are completed to a satisfactory standard.

If improvements are carried out without permission, tenants will be asked to return the property to its original condition or will be recharged for any works carried out by Housing Services to return the property to its original condition.

Some works may require permission from Building Control or Planning Permission, as well as Housing Services and work should not be started before this is granted. Tenants are responsible for applying and paying for any charges or application fees.

Adaptations

The Council is committed to ensuring that aids and adaptations are accessible to all residents, including our tenants.

We are committed to ensuring that we do everything reasonably possible to ensure that our tenants can live independently in their homes for as long as possible. We aim to ensure that tenants are aware of the range of options if we are unable for any reason to adapt their current home and to deliver a cost-effective service.

We will work in partnership with agencies including Occupational Therapists, NHS, Housing Asset Surveyors, GPs to ensure that we carry out effective, long-term adaptations that meet tenant's current and future needs and provide value for money.

It is not always possible for us to adapt a tenant's current or prospective home and we will work closely with them to find suitable, alternative accommodation when this occurs. We will do everything we can to support tenants through the re-housing process.

Applications for adaptations are assessed on a case-by-case basis and we will take the following into account:

- Availability of other suitable accommodation within the Borough.
- Individual circumstances and local connections.
- Future needs of the tenant.
- Location of the property.
- Type of property.
- Suitability of property for adaptation.
- Accessibility.
- Cost of adaptation.



Mobility Scooters

We will assess each application for an access ramp for mobility scooters on a case-by-case basis. We will consider (not exhaustive):

- Location of property.
- Size of scooter.
- Accessibility.
- Type of property.
- Space for suitable turning.
- Medical reasons for request.
- Extent of work required, including whether any structural work will be required.

It is not always possible for us to adapt a tenant's current or prospective home for a scooter, and we will work closely with them to find suitable,

alternative accommodation when this occurs, or we will look at alternative solutions for their scooter storage in their current home. We will do everything we can to support tenants through the process.

Mobility scooters should be stored in a safe manner and not cause obstruction or a trip hazard either inside or outside the property. Mobility scooters are not to be stored in internal or external communal areas.

All mobility scooters should have appropriate insurance and be in good working order.

Some of our sheltered schemes have limited space for scooter storage. There may be a waiting list for a space and therefore, tenants should not purchase a scooter before seeking permission from Housing Services to ensure there is available space.

Garden Tidy Scheme

We offer a limited garden tidy scheme for tenants who cannot look after their own gardens. The scheme covers up to 6 cuts of grass each year and hedges are trimmed twice a year. The scheme does not include weeding or planting. This is a free service to all eligible tenants.

Tenants may be eligible for the scheme if:

- They are of state pension age; or
- They receive high-rate disability living allowance or enhanced level Personal Independence Payment; and
- They do not have anyone under the state pension age of 60 (or able bodied) living with them.



Decoration of properties

Tenants are responsible for the internal decoration of their homes and are responsible for repairing internal decoration due to damage caused by the tenant or household members, such as a leak following DIY.

We may provide a contribution towards the cost of decoration in the following circumstances:

- At the start of a new tenancy to assist tenants to improve their new home.

- Following damage which was caused by our negligence.
- Following improvement works carried out by us, such as new kitchens, bathrooms, or central heating.

Tenants are recommended to take contents insurance to assist with claims for damage to decoration.

Housing Plus

We offer an intensive, pro-active housing management service to help tenants who may otherwise struggle to maintain their tenancy. For a weekly charge, tenants have a dedicated Housing Plus Officer who will carry out regular home visits and is on hand for assistance around:

- Managing the digital tenancy.
- Assisting with welfare benefit claims.
- Helping to set up bank accounts and budgeting skills.
- Advice on sustaining a tenancy appropriately.
- Assisting with any issues with neighbours.
- Signposting to relevant specialist agencies.
- Providing advice and intervention to help manage a tenancy.
- Offering relevant advice and taking enforcement action where necessary.
- Referring for tenancy support when required.
- Setting up repayment plans for rent arrears.

The service is available to new and existing tenants and referrals can be made by tenants or other agencies. We expect tenants to engage with the service and it may be withdrawn if there is a lack of engagement.



Void management

We are committed to the efficient re-letting of empty properties and work in partnership with internal and external contractors to ensure that all voids are promptly inspected, repaired to an agreed standard, and provide value for money for our tenants.

We will carry out pre-termination inspections of our properties within 5 working days of a notice of termination being received. We will discuss at that inspection any remedial repairs that are required by the outgoing tenant and will provide information on recharges, clearance, and cleaning costs.



Tenants must allow prospective tenants to view their property before moving out.

Tenants are expected to ensure that all personal belongings, furniture, and rubbish are removed from the property, outhouses and gardens prior to handing the keys in and will be recharged for any repairs, clearance and cleaning that we deem as required.

We will recharge for any alterations which either the tenant has not had permission for, or which do not meet a good standard.

All keys for the property, windows and outhouses should be handed in promptly once the tenant has vacated the property. We will recharge for any lock changes required.

We will carry out a comprehensive inspection of the property once the keys have been returned to Housing Services within 3 working days. Where major works are required to bring the property up to a lettable standard, we may request further inspections by appropriate contractors for specialist advice outside of this timescale.

We will take meter readings for all utilities at the inspection and forwarding details will be passed onto utility companies for any outstanding debt. If a meter has been tampered with, we will refer this onto the Police and utility company.

Internal decoration is a tenant's responsibility; however, we may provide a decorating allowance if the decoration is particularly poor. This will not be provided until the tenancy agreement has been signed.

We will ensure that a property is at a lettable standard prior to the new tenant signing a new tenancy agreement. We will not provide keys prior to this for Health and Safety purposes.

This policy will be reviewed every 4 years or when a change in legislation dictates.



Appendix 1

Discretionary Payments

The Head of Service may authorise compensation, up to a maximum of £500 where it is clear that a tenant has suffered serious inconvenience, or financial loss, due to our or a contractor employed by Housing Services.

Higher payments must be authorised by a Director or Assistant Director.

Compensation will be based on the level of responsibility for their loss or inconvenience and the impact on the tenant.

Level of responsibility	No Impact on resident	Low impact on resident	Medium Impact on resident	High Impact on resident
None	£0	£0	£0	£0
Partial	£0	£25	£175	£250
Full	£10	£50	£250	£500

Low impact

The complaint has been upheld but there has not been significant inconvenience or distress caused. Impact has been no more than a reasonable person could be expected to accept and the compensation is a token in acknowledgement of our responsibility.

Medium impact

Inconvenience and/or distress has clearly been caused because of a failure in service. A repeated failure of a low impact event could result in the impact being increased to a medium impact.

High impact

A serious failure in service has taken place. This could either be due to the severity of the event or a persistent failure has occurred over a prolonged period or an unacceptable number of attempts to resolve the complaint have failed. Payments should consider the level of stress, anxiety, frustration, uncertainty, and inconvenience caused. This will include the severity, length of time, number of people affected and their individual circumstances.

Goodwill gestures

Any member of staff can offer a goodwill gesture to tenants who have received a poor service or have suffered inconvenience without the need for the formal complaints process to be followed.

Goodwill gestures are generally in the form of a token, usually flowers or a gift voucher, and would not normally exceed £50 in value.

Right to Repair

Tenants will be eligible for compensation under the Right to Repair if we fail to carry out the repair within the specified time, and after a further request again fail to complete the work within the specified time period.

A maximum of £50 compensation can be claimed if any of the repairs listed below are not completed within the specified time. The actual amount will be £10, plus a daily rate of £2. In some cases, we may exceed the maximum allowed under this scheme.

Repair Type	Response Time (working days)
Total loss of electric power	1
Partial loss of electric power	3
Unsafe power of lighting socket or electrical fitting	1
Total loss of water supply	1
Partial loss of water supply	3
Total or partial loss of gas supply	1
Blocked flue to open fire or boiler	1
Heating or hot water not working between 31 October and 1 May	1
Heating or hot water not working between 1 May and 31 October	3
Blocked/leaking foul drain, soil stack or toilet	1
Toilet not flushing (only one in the property)	1
Blocked sink, bath or basin	3
Tap cannot be turned	3
Leak from water pipe, tank or cistern	1
Leaking roof	7
Insecure external window, door or lock	1
Loose or detached banister or handrail	3
Rotten timber flooring or stair tread	3
Door entry phone not working	7
Mechanical extractor fan not working	7



Right to Compensation for Improvements

Compensation for improvements will only be paid where the cost has been fully borne by the tenant and not if the work was grant funded.

Compensation is worked out based on the notional life of the improvement, divided by the cost of the improvement, minus the number of years left.

For example, the improvement costs £500, the notional life is 10 years and the tenant is moving out after 2 years. $\frac{\text{£500}}{10 \text{ years}} = \text{£50 each year}$; $2 \text{ years} = \text{£100}$. $\text{£500 cost less £100} = \text{£400 compensation}$.

Time	Improvement Carried Out
20 years	Loft and/or cavity wall insulation Double glazing or other external window replacement of secondary glazing
15 years	Rewiring Provision of power and lighting or other electrical fitting (including smoke detectors)
12 years	<ul style="list-style-type: none">• Bath or shower base Wash-hand basin Toilet• Central heating
10 years	<ul style="list-style-type: none">• Kitchen sink• Cupboard Storage in Bathroom or Kitchen• Work surfaces for food preparation• Insulation of pipes, water tank or cylinder• Any object which improves the security of the dwelling, excluding burglar alarms
8 years	Draft proofing of external doors and windows
7 years	Thermostatic radiator valves

Appendix 2

Local Lettings

Areas that rural lettings policy applies to:

- Hurworth
- Middleton St George
- Neasham
- Stainton
- Summerhouses
- Bishopton
- Sadberge
- Piercebridge
- Killberby
- High Coniscliffe
- Brafferton
- Walworth
- Heighington

Local connection includes, (please note written proof will be required):

- Childcare, after or before school is already provided.
- Already reside in the area.
- Work (full/part/fixed contract) in the area.
- Need to move to provide support or care.
- Child within household already attends school in the village.
- Have a proven close family connection to the village where close family member has resided for 5 or more years (close family as defined in the Common Allocation Policy)

Ground floor apartments are restricted to people aged 55 or older or people with a disability where Lifeline equipment is fitted.

Applicants over the age of 18, whose housing need is met by the offer of an apartment, can bid for any apartment above ground floor, except for the following schemes designated for people aged over 55:

- Branksome Hall Drive
- Dinsdale Court
- Linden Court
- Rockwell House
- Roxby Court
- Ted Fletcher Court
- Windsor Court

The following Extra Care Housing Schemes are also excluded:

- Dalkeith House
- Oban Court
- Rosemary Court





DARLINGTON
Borough Council

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