

E-mail: democraticservices@teignbridge.gov.uk

27 September 2024

EXECUTIVE

A meeting of the **Executive** will be held on **Monday, 7th October, 2024** in the **Council Chamber, Forde House, Brunel Road, Newton Abbot, TQ12 4XX** at **10.00 am**

PHIL SHEARS
Managing Director

Membership:

Councillors Buscombe, Goodman-Bradbury, Hook, Keeling (Leader), Nutley, Palethorpe (Deputy Leader), G Taylor and Williams

Please Note: The public can view the live streaming of the meeting at [Teignbridge District Council Webcasting \(public-i.tv\)](#) with the exception where there are confidential or exempt items, which may need to be considered in the absence of the press and public.

AGENDA

Part I

1. **Apologies for absence**
2. **Minutes** (Pages 5 - 8)
To approve and sign the minutes of the meeting held on 10 September 2024.
3. **Announcements (if any)**
4. **Declarations of Interest (if any)**

5. **Executive Forward Plan**

To note forthcoming decisions anticipated [on the Executive Forward Plan](#)

6. **Public Questions (if any)**

Members of the Public may ask questions of the Leader or an Executive Member. A maximum period of 15 minutes will be allowed with a maximum of period of three minutes per questioner.

7. **Recommendation from Overview & Scrutiny Committee -
Medium Term Financial Plan Task and Finish Group**

To consider the recommendation of the [Overview and Scrutiny Committee on 16th September, 2024](#),

RECOMMENDED to Executive that:

1. The Council Tax Policy is amended to remove the 100% Council Tax exemption (1 month period) for empty, unfurnished properties. This revokes a decision made by Full Council on 15 January 2013 and concerns only the Class C discount
2. The Discretionary Non-Domestic (Business) Rate Relief Policy is amended to reflect the following changes:
 - a. £1,500 Cap (no step or phasing) to be introduced across all discretionary relief regardless of organisation type
 - b. 50% maximum award for 'Not for Profit' Organisations (£1,500 Cap would also still apply)
 - c. Maximum two years awards at any one time. After that organisations must re-apply and then depending on circumstances relief can be re-awarded on a one or two year basis if eligible
 - d. The policy will be strengthened to make it clear that Teignbridge District Council view Discretionary Rate Relief as a short-term assistance to allow the organisation to establish itself and achieve financial stability and are not minded to use discretionary rate relief as a financial top-up for organisations that are not otherwise financially viable.
3. Councillors Community Fund to continue at £1,000 per annum per member with a minimum grant level of £150 to improve the benefits received by the applicant and to ensure that Council resources are used more efficiently
4. All Service managers to present options for Fees and charges for their area of control to generate an additional 10% income (5% over the assumed MTFP level) from 1 April 2025 together with the implications. In addition, the following charges will be implemented in all Teignbridge Council Car-Parks where the fees currently apply:
 - i. Coach parking to be increased to a flat rate of £10 from £4 (Up to 4 hours) /£6 (All day transferable). All tickets will be transferable

- ii. between Teignbridge Car-Parks that have Coach Parking spaces
Sunday Parking to be increased to £2 from £1.20 (+67%) in all Car-Parks where that rate applies. In the resorts, this is only during the low season of 1 November – 31 March as at other times of the year, charges apply Monday to Sunday
- 5. Approval of Council tax increases at the maximum allowed, currently £5.70 (2.99%) in 2024/25.

- 8. **Teignbridge Housing Management Policies** (Pages 9 - 60)
- 9. **Pest Control Contract** (Pages 61 - 72)
- 10. **Update on Future High Street**
- 11. **For Information - Individual Executive Member Decisions**
[Executive Member Decisions](#)

If you would like this information in another format, please telephone 01626 361101 or e-mail info@teignbridge.gov.uk

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EXECUTIVE

10 SEPTEMBER 2024

Present:

Councillors Buscombe, Goodman-Bradbury, Hook, Keeling (Leader), Nutley, Palethorpe (Deputy Leader), G Taylor and Williams

Members in Attendance:

Councillor Clarence

Apologies:

Phil Shears, Managing Director

Officers in Attendance:

Sarah Selway, Democratic Services Team Leader & Deputy Monitoring Officer

Neil Blaney, Head of Place & Commercial Services

Colin Bignall, Principal Environmental Health Officer

David Eaton, Environmental Protection Manager

Paul Woodhead, Head of Legal Services & Monitoring Officer

Becky Wotton, Technical Officer, Environmental Protection

Vanessa Coon, Democratic Services Admin Assistant

Martin Flitcroft, Chief Finance Officer & Head of Corporate Services

These decisions will take effect from 10.00 a.m. on 17 September 2024 unless called-in or identified as urgent in the minute

64. MINUTES

The Minutes of the Executive held on 9 July 2024 were agreed as a correct record and signed by the Leader.

65. DECLARATIONS OF INTEREST

None.

66. EXECUTIVE FORWARD PLAN

RESOLVED that the forward plan be noted.

67. 2023/24 DRAFT FINAL ACCOUNTS & TREASURY MANAGEMENT, 2024/25 BUDGET MONITORING - REVENUE & CAPITAL, TREASURY MANAGEMENT LENDING LIST

The Leader presented the report detailing the 2023/24 draft final revenue results including draft closing general reserves and to bring the 2023/24 draft final capital and updated ongoing programme for members' approval.

RESOLVED to:-

- (1) Note the draft revenue results for 2023/24;
- (2) Approve the draft year end capital and updated programme as shown at appendix 1;
- (3) Approve the revenue budget variations for 2024/25 as shown at appendix 2;
- (4) Note the updated lending list as shown at appendix 3; and

RECOMMENDED to Full Council that the draft treasury management results for 2023/24 at appendix 4 are noted.

The vote was unanimous.

68. REVISION AND REPLACEMENT OF CURRENT AIR QUALITY ACTION PLAN

The Executive Member for Recycling, Household Waste & Environmental Health presented the report to consider the updated Air Quality Action Plan and approve the actions to reduce the levels of Nitrogen Dioxide within the Air Quality Management Areas to below the national objective. He proposed the recommendation with the deletion of measure No.22 - Bypass for Wolborough Street - that would go through Bradley Lane, Newton Abbot in the Air Quality Action Plan. This was agreed by the Executive Members.

RESOLVED to approve the revised Air Quality Action Plan (2024-2029) with the amendment of the deletion of measure No.22- Bypass for Wolborough Street - in the Air Quality Action Plan.

The vote was unanimous.

69. UPDATE ON FUTURE HIGH STREET

The Executive Member for Estates, Assets, Parking & Economic Development thanked officers for all their work on this project. He advised that:-

- Queen Street works were on target would be completed by the end of November

- The Market Hall works had gone out to tender and clarified that Market Square would remain as an open space with removable seating
- Following the Bradley Lane approval by Full Council on 30 July the works had gone out to tender, and the security fence had been completed. The decision taken on the demolition was in the best interest of the residents of Teignbridge to be able to provide high quality and affordable housing on a brownfield site. A report would be taken to Council in due course to rescind the previous requirement for reports to come to Executive now that the project was in the delivery stage.

The update was noted.

70. FOR INFORMATION - INDIVIDUAL EXECUTIVE MEMBER DECISIONS

The decisions were noted.

The meeting started at 10.00 am and finished at 10.20 am.

Chair

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**Teignbridge District Council
Executive Committee
7th October 2024
Part i**

Teignbridge Housing Management Policies

Purpose of Report

To seek approval for additional Housing Management Policies to ensure Teignbridge comply with the expectations of the Housing Regulator in respect of Housing Stock.

Recommendation

The Executive RESOLVES to approve the following –

1. The Housing Adaptations Policy
2. The Housing Complaints Policy
3. The Housing Anti Social Behaviour Policy
4. The Housing Right to Buy Policy
5. The Housing Mutual Exchange Policy

Financial Implications

There are no financial implications in relation to the adoption of these policies.

Martin Flitcroft Chief Finance Officer & Head of Corporate Services
Email: martin.flitcroft@teignbridge.gov.uk

Legal Implications

There are no specific legal implications arising from this report. However, the documentation is necessary to help ensure that the Council conforms to the Tenancy Standards set by the Housing Regulator.

Paul Woodhead Head of Legal Services and Monitoring Officer
Email: paul.woodhead@teignbridge.gov.uk

Risk Assessment

Failure to have adopted a full suite of policies could leave the Council susceptible to noncompliance with the Housing Regulator.

Graham Davey, Housing Enabling and Development Manager
Email: graham.davey@teignbridge.gov.uk

Report Author

Graham Davey, Housing Enabling and Development Manager
Email: graham.davey@teignbridge.gov.uk

Executive Member(s)

Councillor Linda Goodman Bradbury Portfolio Holder for Homes and Communities.

Councillor Richard Buscombe Portfolio Holder for the Teignbridge 100.

1. Background

The commencement of the Teignbridge 100 housing development pipeline has produced the first new Council Houses for many years. With stock ownership comes regulation. The Housing Regulator for Social Housing requires the Council as a social landlord to conform to the Tenancy Standards it sets for Social Housing.

On 3rd May 2022 the Executive approved the Teignbridge Tenants Handbook and the Rent Setting Policy.

To compliment this North Star Consulting and Research were commissioned to produce further Housing Management Policies for Teignbridge District Council which are presented today.

The documents are designed specifically for our purposes but were produced in consultation with Teign Housing, (with whom we have a Management and Maintenance contract, to manage our permanent housing stock) and our neighbouring stock holding Council, Exeter City Council.

As part of this commission North Star were also asked to review our existing policies, approved by the Executive in May 2022 as well as the current Management and Maintenance Agreement with Teign Housing and its appendices.

All have been assessed as *“comprehensive and cover all the relevant aspects of the relationship between landlord and the Property Manager”*.

2. Appendices/Background Papers

Appendix A - The Housing Adaptations Policy
Appendix B - The Housing Complaints Policy
Appendix C - The Housing Anti Social Behaviour Policy
Appendix D - The Housing Right to Buy Policy
Appendix E - The Housing Mutual Exchange Policy

3. Conclusion

The adoption of these Policies will ensure the Council's compliance with its duties as a social landlord.

Housing

Adaptations Policy

October 2024 Teignbridge District Council



| | | |
|----------------|---------------------|-----------------------------|
| Document | Adaptations Policy | |
| Date Approved | Date | October 2024 |
| Expiry Date | Date | October 2029 |
| Approval Route | Approval body/group | Council Executive Committee |
| Lead Officer | Name | Graham Davey |
| | | |
| Change Dates | Date | Note |
| | | |

1. Purpose

- 1.1 We are committed to providing an adaptations service to improve the independence, safety and dignity of our tenants.
- 1.2 This policy sets out our approach to carrying out adaptations to support tenants and make sure they experience a good quality of life within their homes. It includes our eligibility criteria, assessment process and conditions.
- 1.3 Through implementation of the policy, we aim to provide individually tailored solutions that improve the quality of life and promote the social inclusion of our tenants who are sick and/or disabled.
- 1.4 The policy and associated service will strike a balance between continuously improving levels of provision and customer service, making best use of available housing stock, and the need to achieve value for money.

2. Definitions and Scope

- 2.1 For the purpose of this policy, an adaptation is a physical alteration or adaptation to any aspect of the property which is provided to make it easier or safer to use for an older or disabled person or a person.
- 2.2 Adaptations in this context do not include free standing or removeable aids and equipment such as toilet frames, bath seats and so on, which are not provided by the landlord.
- 2.3 Applicants must have a recognised disability which has an effect on their ability to carry out normal day-to-day activities. This might include any impairment to speech, sight or hearing; any kind of mental impairment or disorder; or being physically substantially disabled by illness, injury or impairment.
- 2.4 Applicants for an adaptation must be a Teignbridge Council tenant, their child, partner or spouse, or another member of their immediate household who is permanently resident for council tax or child benefit purposes.
- 2.5 For the purposes of this policy, there are two categories of Adaptation:
 - Minor Adaptations (works under £1,000)¹
 - Major adaptations (works up to £30,000)

Examples of Minor and Major Adaptations are provided at **Appendix 1**.

¹ Regulations made under The Care Act 2014 state 'an adaptation is minor if the cost of making the adaptation is £1,000 or less' and it is 'for the purposes of assisting with nursing at home or adding daily living.' The £1,000 limit applies to each adaptation.

- 2.6 Adaptations will not be funded in leasehold or shared ownership properties, although we may provide advice and assistance on making an application for a Disabled Facilities Grant where appropriate.

3. Statutory and Regulatory Requirements

- 3.1 We are committed to meeting our statutory obligations contained in the following legislation and any future legislation or codes of practice:

- Chronically Sick and Disabled Persons Act 1970.
- Housing Act 1988.
- Housing Grants, Construction and Regeneration Act 1996: Mandatory Disabled Facilities Grant.
- Disabled Facilities Grants (Maximum Amounts and Additional Purposes) (England) Order 2008.
- Equality Act 2010.
- Social Housing (Regulation) Act 2023.

A full list of relevant statutes can be found at **Appendix 2**.

- 3.1 The Regulatory Standards require that registered providers must assist tenants seeking housing adaptations to access the appropriate services.² Specifically, landlords are expected:

- To clearly communicate to tenants and relevant organisations how they will assist tenants seeking housing adaptations services.
- To co-operate with tenants, appropriate local authority departments and other relevant organisations so that a housing adaptations service is available to tenants where appropriate.

4. Policy

- 4.1 As far as reasonably possible, we will support tenants and enable them and their household members to live independently within their home and community, ensuring their home remains safe and convenient to use, whilst ensuring efficient use and management of resources.
- 4.2 We will provide a range of adaptations to our homes to enhance the confidence, dignity and quality of life of our residents, providing the adaptations are deemed reasonable and practicable, having regard to the age and condition of the property, and the resources available.
- 4.3 Wherever possible, we will follow the principles that govern the provision of Disabled Facilities Grants (DFGs), so that there is equality of treatment between our tenants and people living in other tenures.

² Gov.UK Regulatory Standards, Safety and Quality Outcome 1.5, <https://www.gov.uk/government/publications/safety-and-quality-standard>, accessed April 2024.

- 4.4 Eligible works for an occupant can include:
- Facilitation access to and from the property,
 - Making the property safe for a disabled tenant and other occupants,
 - Facilitating access to living and sleeping space, toilet and bathroom within the property,
 - Facilitating the safe preparation and cooking of food,
 - Facilitating the safe use of heating, lighting and ventilation controls,
 - Facilitating the access and movement around the property to enable the care of another person who is normally resident there,
 - Facilitating safe access to and from a garden.
- 4.5 Tenants will be supported to apply for Disabled Facility Grant Funding or funding from another supporting agency. Applications for mandatory Disabled Facilities Grants (DFGs) can be made by residents directly to Teignbridge District to fund essential adaptations.³ Having regard to exceptions detailed in 4.8
- 4.6 The assessment process will be in accordance with current regulations and guidance from the government regarding Disabled Facilities Grants: This will therefore include an assessment of household income to determine any financial contribution by tenants where appropriate.
- 4.7 Adaptations funding will generally only be available to eligible residents as defined at Section 2 above.

Exceptions

- 4.8 Requests will not be considered in the following circumstances:
- To properties where there is an active Right to Buy application in place,
 - Where the tenant is registered with Devon Home Choice for a move to an alternative property, and/or
 - Where suitable alternative accommodation is (or will become) available within a reasonable timescale, that meets the needs of the applicant, and it is reasonable for them to move to it.
 - Where the works would adversely affect the ability of the council to re-let the property to a future tenant.
 - Where the adaptation is required to a property already in need of major repairs, or the property has access issues (such as an above floor flat with no lift access), or the adaptation is not otherwise reasonable or practicable at the property,
 - Where a request will adversely affect the safety and amenity of the area or of other residents (for example parking bays and ramps or stairlifts in common areas).
 - Where the council is seeking repossession of the property because of unreasonable behaviour or other serious breach of tenancy conditions.

³ The 1996 Housing Grants, Construction and Regeneration Act.

- Where the applicant is waiting for a medical procedure which may improve their disability within a reasonable timescale.

Major Adaptations

- 4.9 All requests for major adaptations must be supported by an Assessment of Need provided by an Occupational Therapist (OT). This should confirm that the adaptations to the property will fully meet the immediate and longer term needs of the disabled occupant.
- 4.10 OT referrals for major adaptations will be assessed on a case-by-case basis taking the following factors into consideration:
- Property age, type, condition and suitability for the required adaptation,
 - Availability of funding within the current year budget. (Referrals received after the budget has been depleted will be placed on a date order waiting list),
 - Applicant circumstances, and any issues that might affect the work taking place,
 - Whether the cost of the required work is reasonable.
- 4.11 If the tenant leaves the property within five years of a major adaptation being completed, they may be requested to make a proportionate contribution to the cost of the adaptation.
- 4.12 Structural adaptations to new build properties will be considered where they can be reasonably incorporated into the construction of the property during development. Major structural adaptations will not be carried out retrospectively at completed properties. (Although requests for disabled adaptations may still be made by individual occupants in accordance with this policy).
- 4.13 Where it is deemed not reasonable or practicable to carry out major adaptations, any temporary or minor adaptations that are needed to ensure the health and safety of the tenant will be carried out.
- 4.14 Where referrals for major adaptations are declined and rehousing to more suitable housing is recommended; the tenant will be offered advice and support from a housing professional in liaison with an Occupational Therapist. Assistance may be provided with the reasonable costs of moving to a more suitable property. (See **Appendix 3**).

Minor Adaptations

- 4.15 Requests for minor adaptations (up to £1,000) can be made by the tenant or any adult providing care to another person within the household without the need for an OT assessment or referral. These will be agreed and installed providing they are deemed reasonable and practicable, and do not have an adverse effect on the fabric of the property and subject to available budget. Referrals will be made to Devon County Council for minor adaptations where budget is not available.

After Installation

- 4.16 An adaptation installed by the Council will be maintained and serviced (where appropriate) by us, but may be subject to a recharge. Where it has deteriorated beyond economic repair, it may be replaced, or removed if no longer needed.
- 4.17 To make best use of available social housing, where adaptations have been undertaken in properties such as ground floor units that subsequently become void, where possible a match will be made to an applicant on the housing list with a need for such an adaptation. Consideration will be given to removing the adaptation where there is no identified need for it.
- 4.18 We will ensure that all relevant staff receive appropriate training to carry out their duties under the terms of the policy, and that all work is carried out by appropriately qualified contractors.

5. Complaints / Appeals

- 5.1 A decision about whether works are 'reasonable or practicable' will be a matter for the Council, taking into consideration the advice and recommendations of professional colleagues and other appropriate stakeholders.
- 5.2 Any exceptional requests that sit out with the normal eligibility of this policy must be agreed in writing by the Head of Housing, after giving due consideration to the circumstances of each case and resources available.
- 5.3 Applicants have a right to appeal where permission for the installation of aids or adaptations are refused, or where they believe unreasonable conditions have been set, through our Complaints procedure.
- 5.4 Appeals should be submitted within 28 days of the date the decision is notified to the applicant.

6. Monitoring and Review

- 6.1 We will monitor the quality and performance of this policy through the use of Customer Satisfaction Surveys, Post Inspections, and Key Performance Indicators.

- 6.1 Case numbers and outcomes will be subject to regular monitoring and review to ensure compliance with regulatory Consumer Standards, and to ensure that lessons are learned and acted upon timeously.
- 6.2 Key performance indicators will be reported to our Governing Body and to the Regulator of Social Housing as appropriate, and at least annually.
- 6.2 We will review this policy, procedures and any staff training requirement at least every five years to ensure that it continues to operate within best practice, achieve measurable results and to achieve continuous service improvement.
- 6.3 The policy and all associated procedures will alternatively be reviewed immediately following any change to government policy, regulation or legislation, or as operational issues require.

Examples of Adaptations

The following lists are indicative, and not exhaustive.

Minor Adaptations

- Handrails
- Additional stair rails
- Outside handrails by steps
- Half steps to front and back doors
- Window winders
- Lever taps
- Level internal thresholds
- Moving door intercoms
- Door frame and wall protectors for wheelchair users
- Relocating electric sockets and lights switches
- Wider paths

Major Adaptations

- Stairlifts
- Through floor lifts
- Step lifts
- Ramps
- Wet rooms/Walk in showers
- Facilitate installation of hoists and tracks (the hoist and track equipment itself will usually be provided, serviced and maintained through social work / health and social care services).
- Heating
- Vehicular hardstanding
- Widening doorways
- Mobility standard kitchens
- Altering entry and accessways to the property.

Related Legal and Regulatory Frameworks Governing this Policy

The following Statutory Legislations have been regarded relevant in developing this policy:

The Chronically Sick and Disabled Persons Act (1970, Section 2): Applicable to children, this act gives local authorities a duty to assess and assist disabled or chronically sick children, that may require necessary and appropriate assistance in arranging adaptations or the provision of additional facilities to promote safety, comfort and convenience.

Disabled Person (Services, Consultation and Representation) Act 1986: This act strengthens the provisions of the Chronically Sick and Disabled Person Act 1970 and requires local authorities to meet the various needs of disabled people, including the provision of aids and adaptations.

National Health Services and Community Care Act 1990: Under this act the Local Authority (LA) (County Level) has an obligation to carry out an assessment of needs and provide an individually tailored service to meet the assessed needs. The broad requirement is for Local Housing Authorities/Associations to help vulnerable/disabled adults remain in the community, preventing or delaying admission to an institutional care setting.

The Housing Act 1996 (as amended): In determining this policy, regard has been given to the Devon Home Choice Policy, which complies with and supports the obligations placed on the council under the Act to recognise those individuals identified as vulnerable and in need of priority, and/or who are or are at risk of being homeless or inadequately housed.

Housing Grants, Construction and Regeneration Act 1996: Part 1 Chapter 1 of the Act allows for the provision of adaptations to disabled persons homes. In accordance with the Act, the Council will only carry out adaptations that are reasonable and practicable for the property and are not valued above £30,000. Although, the council is able to use its discretionary powers to increase the value of the works where it is deemed necessary in order to meet the assessed needs, and where more suitable accommodation is unavailable in a reasonable amount of time or where a move would be impractical/detrimental.

Human Rights Act 1998: Section 14 of the Act ensures that people with disabilities are not disadvantaged and are able to maximise their independence and support family life. We will endeavour to work with our tenants and their families, partners and contractors to provide individual solutions which could benefit our vulnerable tenants. We aim to treat all customers of the Home Adaptations Service fairly and with respect.

The Equality Act 2010: The act prohibits discrimination against people with protective characteristics that are specified in Section 4. Section 29 provides that the council, in providing a service to a section of the public, must not discriminate against a person with a protected characteristic who requires the service, by not providing the person with the service. However, Section 15 provides that discrimination on grounds of disability may be justified in law if the council has appropriately balanced the needs of the person with a disability and those of others in need of accommodation. Making better overall use of the housing stock and meeting more needs, including those with disabilities, is a legitimate aim.

The cost of adaptations and the suitability of the current accommodation (including under/over-occupation and tenure type) are also relevant factors when considering proportionality.

Exploring alternative means of meeting the eligible needs, other than adapting the current property, including direct transfers to more suitable accommodation within the councils housing stock, or assistance to join the Devon Home Choice scheme, or customers contributing to costs, are also options which may be considered acceptable under this Act.

Sections 20, 21 and 36 and Schedules 4 and 5 of the Equality Act 2010 provides that landlords have a 'duty to make reasonable adjustments' to enable disabled occupants to live safely within a property, a reasonable adjustment is characterised as something that does not have an adverse effect on the property or alter the physical features of the property.

The Care Act 2014: The Care Act is applicable to adults, and it makes clear that local authorities must provide or arrange services that help prevent people developing needs for care and support, or delay people deteriorating to such a degree that they would need on- going care and support.

The Local Housing Authority has a power under **Article 3 of the Regulatory Reform (Housing Assistance) (England and Wales) Order 2002** to give discretionary assistance, in any form (e.g. grant, loan or equity release) for adaptations.

The Social Housing (Regulation) Act 2023 under the new Safety & Quality standards to be introduced as part of the strengthened powers of the Regulator of Social Housing from April 2024. 'For tenants who need them, home adaptations mean they can live safely and independently in their home. This requirement says landlords need to help tenants who need adaptations in their homes to find and make use of relevant services, and clearly communicate how they will do this.'

Moving Allowances

Where a referral for a major adaptation has been received and after discussion with the applicant and specialist advisors a decision is made to move to more suitable accommodation, the following allowances may be paid:

- Up to £1,500 disturbance allowance (for carpets, curtains, re-installation of white good appliances etc).
- Up to £1,000 towards removal costs.

Housing

Anti-Social Behaviour Policy

October 2024 Teignbridge District Council



| | | |
|----------------|------------------------------|-----------------------------|
| Document | Anti Social Behaviour Policy | |
| Date Approved | Date | October 2024 |
| Expiry Date | Date | October 2029 |
| Approval Route | Approval body/group | Council Executive Committee |
| Lead Officer | Name | Graham Davey |
| | | |
| Change Dates | Date | Note |
| | | |

1. Purpose

- 1.1 The Housing Act 1996 requires social landlords to publish policies and procedures in relation to anti-social behaviour. This policy outlines to our customers, colleagues and other stakeholders how we will approach the management of anti-social behaviour relating to our homes.
- 1.2 This policy aims to prevent and reduce harm caused by anti-social behaviour to our customers and the communities they live in.

2. Definitions & Scope

- 2.1 We adopt the definition of anti-social behaviour (ASB) provided in the Anti-Social Behaviour, Crime and Policy Act 2014:
 - Conduct that has caused or is likely to cause harassment, alarm or distress to any person, or
 - Conduct capable of causing nuisance or annoyance to a person in relation to that person's occupation or residential premises, or
 - Conduct capable of causing housing-related nuisance or annoyance to any person.

Examples of incidents that may be considered anti-social behaviour are provided at **Appendix 1**.

- 2.2 Behaviour that results from different lifestyles, or which would not be considered unreasonable by most people is **not** ASB. Examples of this might include the following, (which is not an exhaustive list)
 - Lifestyle clashes
 - Children playing or youths innocently congregating
 - Ball games
 - Parking disputes
 - One off party
 - Reasonable living noise such as lawn mowing, household DIY, hoovering, toilets flushing, doors banging, noise from household appliances, cooking smells
- 2.3 This policy relates only to our landlord responsibilities and applies to anyone living in or visiting a property owned or managed by us.

3. Legal and Regulatory Requirements

- 3.1 This policy fulfils the requirements of section 218A of the Housing Act 1996 (as amended by the Anti-Social Behaviour Act 2003) that requires all social landlords to publish their policy and approach to managing anti-social behaviour.¹
- 3.2 This policy also recognises our duties as defined in the Crime and Policing Act 2014 (Section 12).² The Act provides local authorities, social housing providers and partners with a range of powers to tackle anti-social behaviour and introduces the Case Review (or Community Trigger) for victims of anti-social behaviour.
- 3.3 The Social Housing Regulation Act 2023 extends the regulatory framework for social housing and introduces a new proactive, consumer regulation regime focussed on meeting the needs of tenants.³
- 3.4 Under the Neighbourhood and Community Standard,⁴ The Regulator of Social Housing (RSH) requires all registered providers to publish a policy setting out, how in consultation with their tenants, they will maintain and improve the neighbourhoods associated with their homes.

Registered providers are required to publish a policy on how they work with relevant partners to prevent and tackle anti-social behaviour. In addition, registered providers must:

- have a policy on how they work with relevant organisations to deter and tackle ASB in the neighbourhoods where they provide social housing.
- clearly set out their approach for how they deter, and tackle hate incidents in neighbourhoods where they provide social housing.
- enable ASB and hate incidents to be reported easily and keep tenants informed about the progress of their case.
- provide prompt and appropriate action in response to ASB and hate incidents, having regard to the full range of tools and legal powers available to them.

¹ Legislation.gov.uk, *Housing Act 1996*, <https://www.legislation.gov.uk/ukpga/1996/52/contents>, and *Anti-Social Behaviour Act 2003*, <https://www.legislation.gov.uk/ukpga/2003/38/contents>, accessed April 2024.

² *Crime and Policing Act 2014*, <https://www.legislation.gov.uk/ukpga/2003/38/contents>, accessed April 2024.

³ *Social Housing Regulation Act 2023*, <https://www.legislation.gov.uk/ukpga/2023/36/contents>, accessed April 2024.

⁴ Regulator of Social Housing, *Consumer Standards: Neighbourhood and Community*, April 2024, <https://www.gov.uk/government/publications/neighbourhood-and-community-standard>, accessed April 2024.

- support tenants who are affected by ASB and hate incidents, including by signposting them to agencies who can give them appropriate support and assistance.

3.5 Teignbridge District Council also has wider powers to deal with anti-social behaviour in the wider community. This policy complements the statutory duties of Teignbridge District Council under the Crime and Disorder Act 1988, which places a legal duty on local authorities to work in partnership with other agencies to tackle crime and disorder priorities across all tenures.

4. Policy

4.1 We recognise that everyone has the right to live in the way they want as long as it does not unlawfully spoil the quality of life of others or breach the terms of their tenancy agreement.

Tenant Responsibilities

4.2 Our relationship with our tenants is a two-way process with responsibility on both sides. We ask that our tenants take responsibility, with our support if needed, for looking after their home and respecting their neighbours, their community and our staff and contractors.

4.3 We encourage our residents to be tolerant of other people's lifestyles and to be understanding of differences. Behaviour that results from different lifestyles, or which would not be considered unreasonable by most people is not anti-social behaviour. Where we believe the behaviour does not constitute anti-social behaviour, advice will be given to support residents to decide a course of action to resolve matters between themselves.

Prevention

4.4 We aim to prevent anti-social behaviour from happening through the following approaches:

- We will apply the allocations policy appropriately to ensure the relevant tenancy checks are made before a tenancy starts, and to let our homes sensitively where necessary.
- We may refuse applicants who have a history of serious anti-social behaviour within the last two years, in line with our Allocation Policy.
- We will make sure all new customers are made aware of their rights and responsibilities at the start of their tenancy and encourage considerate behaviour for other neighbours.

- We will use Starter Tenancies to promote positive behaviour during the probationary period of a tenancy.
- We will apply our Estate Management policies at the earliest opportunity to prevent escalation of issues into anti-social behaviour complaints.
- We will work closely with partner agencies and colleagues to refer or signpost customers with identified support needs as required.
- Where appropriate, we may host introductory events at new developments to promote a sense of shared community and responsibility.

Reporting Anti-Social Behaviour

- 4.5 We will actively publicise our commitment to tackling anti-social behaviour through our website and in communications to customers, to encourage early reports of incidents.
- 4.6 We recognise that anti-social behaviour can have a detrimental impact on the quality of people's lives. We also understand that reporting incidents can be a daunting prospect that victims may be reluctant to pursue. We therefore aim to make the process of reporting incidents and gathering evidence as straightforward as possible.
- 4.7 We will support complainants through the process where we can, which may include through the following means:
- Arranging interpreters
 - Making referrals to support services
 - Accessing noise monitoring equipment
 - Accompanying those attending court to give evidence and arranging practical support as required.
- 4.8 We will not generally investigate anonymous reports unless there is clear evidence of anti-social behaviour occurring and an immediate risk to others. To investigate reports, we rely on evidence supplied by complainants and witnesses. We cannot take action where no evidence or corroboration is available.
- 4.9 All information received will be treated as personal information under the General Data Protection Regulations 2018 and will not be disclosed to another party unless for such purposes as prosecution, a safeguarding concern, where it is in the public interest, or with the person's consent.
- 4.10 We may share information with other organisations for the prevention or detection of crime or disorder, in accordance with data protection law and appropriate data sharing protocols.

How we Manage Cases of Anti-Social Behaviour

- 4.11 We support the anti-social behaviour principles developed by the UK Anti-Social Behaviour Strategic Board,⁵ and will apply them as far as possible to ensure consistent approaches are taken to understand and address anti-social behaviour in local communities.
- 4.12 When we receive a report of anti-social behaviour, we will take a customer-focussed approach and work together with the complainant to agree actions and conclude a case within reasonable timescales.
- 4.13 We will investigate all reports fairly, impartially and promptly.
- 4.14 We will be clear with the customer about what they can and cannot expect from us and ensure that we consistently manage expectations in terms of our available options to respond to reports of anti-social behaviour.
- 4.15 We will investigate reports of anti-social behaviour, evaluate the evidence available, and work with complainants to develop an appropriate action plan.
- 4.16 We will engage with customers to try to resolve issues through early intervention or mediation and be clear with them that formal legal enforcement action is always considered as the last resort.
- 4.17 We will ensure that alleged perpetrators of anti-social behaviour are aware of the consequences of their actions, attempt to identify support needs (where appropriate), and introduce 'positive requirements' where possible to ensure perpetrators of anti-social behaviour work with us to manage their behaviour and conduct and to resolve matters where possible.
- 4.18 We will work collaboratively with key partner agencies, including the Police, Social Services, other housing providers, other colleagues across the local

⁵ Home Office, *Guidance: Anti-Social Behaviour Principles*, updated March 2023, <https://www.gov.uk/government/publications/anti-social-behaviour-principles/anti-social-behaviour-principles>, accessed April 2024.

authority and residents to respond effectively and to use the full range of tools available to us.

- 4.19 The range of approaches we might use are included at **Appendix 2**.
- 4.20 Legal action will take into account an alleged perpetrator's capacity as well as any issues raised under the Equality Act 2010 and will only be taken once a proportionality assessment has been concluded.⁶
- 4.21 We will ensure that appropriate training is provided to Officers, including regular refresher training, so that our staff are equipped with the necessary skills and knowledge to manage a variety of ASB issues.

5. Complaints / Appeals

- 5.1 If a customer is not satisfied with how a case has been managed, we will direct them to our internal Complaints process.
- 5.2 If a complaint is referred for a statutory Anti-Social Behaviour Case Review (commonly known as a Community Trigger Review), this will not be considered as an internal complaint. We will instead participate in the review meeting to determine if there are any outstanding actions or lessons learned from the case review and will respond accordingly.

6. Monitoring and Review

- 6.1 Case numbers and outcomes will be subject to regular monitoring and review to ensure compliance with regulatory Consumer Standards, and to ensure that lessons are learned and acted upon timeously.
- 6.2 Key performance indicators will be reported to our Governing Body and to the Housing Regulator as appropriate, and at least annually. Indicators will include but may not be limited to those required under the Tenant Satisfaction Measures published by the Regulator of Social Housing.⁷
- 6.2 We will review this policy, procedures and any staff training requirement at least every five years to ensure that it continues to operate within best

⁶ Gov.uk, *Public Sector Equality Duty guidance*, December 2023, <https://www.gov.uk/government/publications/public-sector-equality-duty-guidance-for-public-authorities/public-sector-equality-duty-guidance-for-public-authorities>, accessed April 2024

⁷Regulator of Social Housing, *Regulatory Standards for Landlords*, <https://www.gov.uk/government/collections/transparency-influence-and-accountability-including-tenant-satisfaction-measures>, accessed April 2024.

practice, achieve measurable results and to achieve continuous service improvement.

- 6.3 We will conduct any review in co-operation with all relevant stakeholders, including tenants, the police and other colleagues in the local authority with statutory responsibilities relating to anti-social behaviour, noise nuisance or environmental issues within the wider community.
- 6.4 The policy and all associated procedures will alternatively be reviewed immediately following any change to government policy, regulation or legislation, or as operational issues require.

Examples of Anti-Social Behaviour

The following are examples of anti-social behaviour incidents. The list is not exhaustive, nor does it guarantee that all incidents will fall within the remit of this policy. Each incident will be investigated and managed according to the circumstances and evidence available to us.

| | |
|--|---|
| Verbal abuse, intimidation, threatening behaviour and harassment | Threats to cause harm to an individual(s), persistent behaviours which cause harm or upset |
| Hate Crimes | Hate crime incidents based on race, sexual orientation, belief, gender, disability |
| Domestic Violence | The physical, mental or financial abuse of a partner or household member |
| Noise nuisance | Where there is a noise from persistent dog barking, loud music, DIY or loud music during unsociable hours |
| Communal nuisance | Where people are congregating near and around our properties and are causing rowdy/threatening behaviour or vandalism to our property |
| Animal related problems | Animals persistently fouling in communal areas and animals not under proper control |
| Neighbour disputes | Two neighbours have a disagreement – for example over noise, boundaries, the communal area |
| Environmental abuse | Fly-tipping in communal areas, bonfires, graffiti, tagging etc. |
| Drugs, substance or alcohol abuse | Use and supply of illegal drugs. Alcohol related ASB. Cuckooing, prostitution and related behaviours |
| Vehicle related nuisance | Abandoned cars, unnecessary noise pollution from cars and car repairs on communal land |
| Other criminal behaviour | Violence against people and property. Arson, prostitution and other sex related offences, gang-related activities, gun and knife crime, social media abuse. |

Actions to Manage Anti-Social Behaviour

The following is a summary of the range of actions we may consider to resolve issues of anti-social behaviour. The list is not exhaustive, and not all will apply in every case. The appropriate action plan will be developed on a case-by-case basis taking into consideration all circumstances and evidence available to us.

Early Interventions

- Signposting to support agencies / services
- Verbal and written warnings
- Acceptable Behaviour Contract (ABC)
- Mediation
- Final Warning letters
- Community Protection Warning (CPW)
- Case meetings of the multi-agency Community Safety Partnership

Legal Actions (may be taken in liaison with other statutory agencies)

- Community Protection Notice (CPN)
- Notice Seeking Possession (NoSP)
- Injunctions
- Closure Orders
- Forfeiture of lease action
- Court action to seek Mandatory Possession
(Ground 7a of the Anti-Social Behaviour, Crime and Policing Act 2014)
- Eviction

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Housing

Housing Complaints Policy

October 2024 Teignbridge District Council



| | | |
|----------------|---------------------------|-----------------------------|
| Document | Housing Complaints Policy | |
| Date Approved | Date | October 2024 |
| Expiry Date | Date | October 2029 |
| Approval Route | Approval body/group | Council Executive Committee |
| Lead Officer | Name | Graham Davey |
| | | |
| Change Dates | Date | Note |
| | | |

1. Purpose

- 1.1 We aim to provide homes and services that meet our customer needs and aspirations, to continuously adapt and improve customer service and customer satisfaction. But we acknowledge that at times we can get things wrong.
- 1.2 This policy ensures that when customers contact us with a complaint or to tell us they are not satisfied with any aspect of our services, we have a clear and straightforward process to investigate the issue thoroughly, to make things right, and to avoid problems in the future.
- 1.3 This policy ensures we follow the Housing Ombudsman Code of Conduct and meet the expectations of the Regulator of Social Housing.
- 1.4 It ensures we monitor complaints, to ensure we learn from them, improve our learning where we can, to improve our services, practices and procedures.
- 1.5 It helps to ensure we have a positive approach to receiving complaints, that we resolve complaints in a timely fashion, and that we are open and accountable to our customers.

2. Definitions & Scope

- 2.1 We follow the Housing Ombudsman's definition of a complaint.

A **complaint** is an expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the landlord, its own staff, or those acting on its behalf, affecting a customer or group of customers.

- 2.2 Customers can make a complaint if they consider that we have:
 - done something wrong.
 - behaved unfairly or impolitely.
 - not carried out a service to an agreed standard.
 - not responded to their request for a service within our stated timescale.
- 2.3 A **service request** can come from a customer or someone who might have visited their home. For example, reporting a repair issue, or to report incidents of anti-social behaviour or other neighbourhood complaints.

A service request is not a complaint and will be logged and forwarded to the relevant department for action. However, service requests can become formal complaints when, for example a customer is not satisfied with the way their request has been handled.

- 2.4 An expression of dissatisfaction made through a general customer survey is not a complaint.

- 2.5 This policy applies to any tenants, applicants, or other residents who receive services or have applied to receive services from us. We have referred to them collectively as **customers** throughout this document.

3. Legal and Regulatory Requirements

- 3.1 As a result of The Social Housing (Regulation) Act 2023, the Housing Ombudsman issued a Complaint Handling Code which will be statutory from 1st April 2024. This code was introduced to enable 'a positive complaints culture across the social housing sector'. All social landlords are expected to have a Housing Complaints Policy, and this policy incorporates guidance from the Housing Ombudsman Service. It follows the Dispute Resolution Principles of Being Fair; Putting things Right; and Learning from Outcomes.
- 3.2 The policy recognises and complies with the Regulatory Standards of the Regulator of Social Housing. The Transparency, Influence and Accountability standard introduced in April 2024 provides: 'Outcomes that landlords must deliver about being open with tenants and treating them with fairness and respect, so that tenants can access services, raise complaints, influence decision making and hold their landlord to account.'¹
- 3.3 This Policy also complies with other relevant legislation including:
- Localism Act 2011.
 - Housing Act 1996 (schedule 2).
 - General Data Protection Act 2018.
 - Equality Act 2010.
 - Social Housing (Regulation) Act 2023.

4. Policy

Receiving Complaints

- 4.1 Any customer can make a complaint in the way that best suits them. This includes in writing, by email, by webmail, verbally to an officer, by telephone or through social media. (Complaints received by social media will be handled through our usual process and outside of the social media or any other public platform).
- 4.2 Anyone who uses or is affected by our services can make a complaint. This includes individuals and groups.
- 4.3 Elected members, organisations and people who advocate for other people can also make a complaint on behalf of somebody else, but we must have signed authority from the person concerned to deal with the representative

¹ Gov.UK, *Regulatory Standards for Landlords: Transparency, Influence and Accountability (including Tenant Satisfaction Measures)*, <https://www.gov.uk/government/collections/transparency-influence-and-accountability-including-tenant-satisfaction-measures>, sourced April 2024.

acting on their behalf, and be sure that the matter is being raised in the best interest of the customer/s concerned.

- 4.4 We will deal with anonymous complaints where they involve individual or public safety, alleged corruption, waste or other impropriety and where we have sufficient information to allow an investigation to proceed.
- 4.5 We are committed to be fair, accruable and transparent, and to promote equality of opportunity to make sure that all customers are treated fairly. We recognise that our residents may have vulnerabilities, and in considering each complaint we will make reasonable adjustments as required. Customers are free to seek support and advice from other organisations or agencies, and we will signpost to these as appropriate.
- 4.6 We will make details of our Complaint policy and process and of the services of the Housing Ombudsman widely and freely available to residents, including on our website, through newsletters and customer information outlets, at our offices, and through contacts with our housing staff.

Processing Complaints

- 4.7 Our approach is local resolution of the complaint as soon as possible, with a focus on putting things right.
- 4.8 Where the complaint concerns the conduct or attitude of staff, an investigation will be made by someone independent of the situation to avoid bias. A complaint in this instance is a service complaint directed at an individual staff member or a person acting on our behalf. It will not include alleged misconduct issues, which will be handled through our HR and disciplinary procedures.

Stage 1 complaints

- 4.9 Where a member of staff is aware of an area of dissatisfaction or receives a complaint from a customer or customer representative, they must log this as a Stage 1 complaint and acknowledge receipt within 5 working days.
- 4.10 An investigation of the issues must be made by the appropriate officer, who will aim to agree an action with the customer to address their concerns and resolve their issues where a complaint is fully or partially upheld. A full response including lessons learned and actions taken must be sent to the customer within 10 working days of the acknowledgement.
- 4.11 Where the investigation is complex, the response time may be extended by a further 10 working. Reasons for the extension must be clearly explained to the complainant, with information on how to contact the Housing Ombudsman. Responses must be made within the extended timescale unless there are exceptional circumstances.

- 4.12 Additional complaints raised within the investigation period will be included in the same complaint unless they are unrelated or will unreasonably delay the outcome of the complaint. In such instances they will be logged as a separate complaint.

Stage 2 Complaints

- 4.13 If all or part of the complaint is not resolved to the customer's satisfaction, it will be progressed to Stage 2 of the complaints process.
- 4.14 All complaints involving a third-party response (for example, a contractor or another organisation working on our behalf) will also be dealt with at Stage 2 of the process, without first being dealt with at Stage 1. We aim to avoid a customer having to make the same complaint to two organisations in all circumstances.
- 4.15 All requests for a Stage 2 complaint must be logged, defined and acknowledged within 5 days of receipt.
- 4.16 A customer may be asked to clearly state why they disagree with a decision and what more they want to put things right but is not obliged to provide this before a further investigation is made.
- 4.17 The person involved at Stage 1 must not be involved in investigation or review of a Stage 2 complaint.
- 4.18 A final response should be provided within 20 days of the acknowledgement.
- 4.19 An extension to this timescale can be considered where the complaint is complex. Any extension must be no more than 20 working days without good reason, and the reason(s) and expected timescale must be clearly explained to the complainant.

Housing Ombudsman

- 4.20 If the complaint remains unresolved at the end of our complaints process, the customer has the following options available:
- i. They can use the Housing Ombudsman's Early Resolution Service. This is an alternative process to formal investigation, where they will work with the customer and us to resolve the dispute as fairly and quickly as possible.
 - ii. The customer can refer their complaint to the Housing Ombudsman for a formal investigation.

Actions from Complaints

- 4.21 Where a complaint is fully or partially upheld at either Stage 1 or Stage 2, a range of actions may be taken. These include but may not be limited to:

- An officer contacts the complainant to discuss the issue and explain any actions proposed.
- An apology and acknowledgement of where things have gone wrong is offered to the complainant.
- A decision is reconsidered or changed.
- A record is amended or corrected.
- A policy, procedure or practice is reviewed and changed.
- An issue is dealt with and concluded – for example a repair is carried out or completed.
- Financial compensation is offered to recompense for any inconvenience, distress or material losses caused.

4.22 Compensation and redress offered will be in line with the *Housing Ombudsman Compensation Policy – Guidance for Landlords* and will reflect the impact of the incident on the customer.

Responding to Complaints

4.23 We will ensure that all complaints receive a written response, which clearly shows the following;

- The complaint stage.
- The complaint definition.
- The decision on the complaint.
- The reasons for any decisions made.
- The details of any remedy offered to put things right.
- Details of any outstanding actions.
- Details of how to escalate the matter if the complainant is not satisfied with the response.

4.24 Clear guidance will be included to explain how customers can escalate a complaint if they remain dissatisfied.

4.25 The complaint will be closed when:

- A resolution is agreed, and we have committed to taking an action or actions.
- The investigation is complete, and a response has been sent to the complainant.
- After sending a response and attempting to make contact with the complainant, there is no further contact after 90 days.

Exclusions

4.26 Early complaints give us the best opportunity to resolve an issue quickly, We will not normally consider a complaint made more than twelve months after the issue of the complaint happened.

4.27 We reserve the right to refuse a complaint in the following circumstances:

- The issue is an initial service request, for example and enquiry or repair request.
- It duplicates another complaint already made or in the process of investigation. Complaints that have already been taken through our complaints process and concluded will not be re-investigated unless it is a new issue or significant new information becomes available.
- The issue is an accident or incident. This will be dealt with as a compliance issue through our Health and Safety or other appropriate policy and procedures.
- There is a Housing Disrepair Protocol in progress.
- Legal proceedings connected to the claim have commenced.

4.28 For some services there are alternative statutory appeal or tribunal processes in place which must be used rather than the complaints procedure. These services include:

- Appeals against the refusal of planning permission or planning enforcement.
- Appeals against statutory notices.
- Housing benefit appeals.
- Homelessness decisions.

4.29 We will not accept complaints made in a vexatious manner. A vexatious complaint may be:

- Obsessive, harassing, abusive, malicious or repetitive behaviour.
- Insisting on unrealistic or unreasonable outcomes.
- Designed to cause disruption.
- Demanding redress without serious purpose or merit.

This list is not exhaustive. We will always aim to fully understand the perspective of the complainant and gather all available facts so that genuine issues of concern are addressed.

5. Monitoring and Review

- 5.1 We recognise the need to monitor our complaints, both in terms of ensuring deadlines are met, and to determine the type of complaints we receive and any trends occurring.
- 5.2 We will log all complaints on a database to provide tracking information on the progress of individual complaints and to extract key performance indicators.
- 5.3 The number of complaints received and handled within Complaint Handling Code timescales will be reported annually to the Regulator of Housing in accordance with any reporting requirements set.²
- 5.4 The Housing Ombudsman has a statutory duty to monitor compliance with the Complaint Handling Code.³ Each year, we will self-assess our service against the Code and will produce an Annual Complaints and Performance Improvement Report.
- 5.5 Key performance indicators will be reported to our Governing Body and to the Regulator of Social Housing as appropriate, and at least annually. Indicators will include but may not be limited to those required under the Tenant Satisfaction Measures published by the Regulator.⁴
- 5.6 Feedback about our complaints and lessons learned will be provided in our annual report and in customer bulletins and newsletters and will be publicly available on our website.
- 5.7 We will review this policy, procedures and any staff training requirement at least every five years to ensure that it continues to operate within best practice, achieve measurable results and to achieve continuous service improvement.
- 5.8 The policy and all associated procedures will alternatively be reviewed immediately following any change to government policy, regulation or legislation, or as operational issues require.

² Gov.uk, *Regulatory Standards for Landlords, Tenant Satisfaction Measures – Technical Requirements CH01 and CH02*, <https://www.gov.uk/government/publications/tenant-satisfaction-measures-technical-requirements#perception>, sourced April 2024.

³ Housing Ombudsman, *Complaint Handling Code 2024*, <https://www.housing-ombudsman.org.uk/landlords-info/complaint-handling-code/>, sourced April 2024.

⁴Regulator of Social Housing, *Regulatory Standards for Landlords*, <https://www.gov.uk/government/collections/transparency-influence-and-accountability-including-tenant-satisfaction-measures>, accessed April 2024.

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Housing

Mutual Exchange Policy

October 2024 Teignbridge District Council



Document Control

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|----------------|------------------------|-----------------------------|
| Document | Mutual Exchange Policy | |
| Date Approved | Date | October 2024 |
| Expiry Date | Date | October 2029 |
| Approval Route | Approval body/group | Council Executive Committee |
| Lead Officer | Name | Graham Davey |
| | | |
| Change Dates | Date | Note |
| | | |

1. Purpose

- 1.1 The purpose of this policy is to support residents with housing options, recognising that mutual exchange is an important way of enabling tenants within social housing to move between properties and make best use of housing stock.
- 1.2 It supports tenants to increase their housing option, meet unmet or changed housing needs, and meet regulatory expectations.
- 1.3 The policy sets out the conditions under which a tenant may mutually exchange their tenancy with another tenant.
- 1.4 It also explains any restrictions, and the process for a tenant to appeal a decision where permission has not been granted or they do not agree with any conditions imposed.

2. Definitions and Scope

- 2.1 A mutual exchange is the mechanism by which social housing tenants can swap properties without having to make an application for a transfer or new tenancy allocation.
- 2.2 A mutual exchange occurs by way of an Assignment of the tenancy. Assignment is where the tenancy is passed on to someone else. It does not create a new tenancy but passes the existing tenancy to the assignee. Each tenant will therefore take on the terms of the tenancy agreement as well as the home of the person they have exchanged with.

3. Statutory and Regulatory Requirements

- 3.1 The legal rights to mutual exchange are complex and are governed by the type of tenancy agreement held by each party and the date it was granted.
- 3.2 The provisions made within the Housing Act 1985¹ and the Localism Act 2012² set out the rights to exchange for most tenants, and the factors that can be considered for refusing a mutual exchange application. These are summarised at Appendix 1.
- 3.3 Section 158 of the Localism Act creates a mechanism to protect the rights of assured lifetime tenants whose tenancy was granted before 1 April 2012. If they wish to exchange with a fixed term tenant, then each tenancy is surrendered and a new Assured Tenancy is granted to the pre 2012 tenant.

¹ Legislation.gov.uk, *Housing Act 1985*, <https://www.legislation.gov.uk/ukpga/1985/68/contents>, accessed April 2024. An Act to consolidate previous Housing Acts.

² Legislation.gov.uk, *Localism Act 2011*, <https://www.legislation.gov.uk/ukpga/2011/20/contents>, accessed April 2024. The Localism Act contains a wide range of measures to devolve more powers to councils and neighbourhoods and give local communities greater control over local decisions like housing and planning.

3.3 It is a requirement of the Regulator of Social Housing (RSH) that all registered social housing providers have a policy for mutual exchanges. Their expectations are outlined in the Tenancy Standard section of the regulatory standards.³ The key points are as listed below:

(Expectation 2.1.2) Registered providers shall develop and deliver services to address under-occupation and overcrowding in their homes. These services focus on the needs of their tenants.

(Standard 1.4) Registered providers must support relevant tenants living in eligible housing to mutually exchange their homes.

- Registered providers shall subscribe to an internet based mutual exchange service (or pay the subscriptions of individual tenants who wish to exchange), allowing a tenant to easily access details of all (or the greatest practicable number of) available matches without payment of a fee.
- Registered providers shall take reasonable steps to publicise the availability of any mutual exchange service(s) to which it subscribes to relevant tenants.
- Registered providers shall provide reasonable support in using the service to tenants who might otherwise be unable to use it.
- Registered providers must offer tenants seeking to mutually exchange information about the implications for tenure, rent and service charges.

4. Policy

- 4.1 We will promote mutual exchanges as a viable housing option to tenants.
- 4.2 All tenants that have a Secure or Fixed Term tenancy have the right to a mutual exchange, unless they are on a starter tenancy or a demoted tenancy.
- 4.3 Starter tenants may register an interest for a mutual exchange but will generally not be allowed to carry out the exchange until their tenancy has been converted.
- 4.4 To support tenants to seek a mutual exchange with another social tenant, we will subscribe to Home Swapper or an equivalent service or will pay the subscription of individual tenants who wish to exchange.
- 4.5 Reasonable support will be provided to tenants who are not able to access the online exchange service, by providing access at our office premises or a mutually convenient location where there is internet access and a suitable device available. Support may include access to a device with internet access, assistance to set up login details, setting up an advert and finding matches. Monthly paper exchange registers will also be available at our office premises.

³ Regulator of Social Housing, Regulatory Standards: Tenancy Standards (April 2024 update) <https://www.gov.uk/government/publications/tenancy-standard>, accessed April 2024.

- 4.6 We aim to inform a tenant on our decision, which will be an approval, conditional consent or a refusal, within 42 days of the receipt of an application from all parties involved.
- 4.7 On receipt of an application for an exchange, our staff will carry out the following checks:
- A property inspection to identify any repairs or alterations that are our responsibility or the responsibility of the tenant.
 - Any necessary health and safety checks on the property.
 - A check to make sure there are no breaches to the tenancy agreement of either party.
 - A tenancy reference will be sought where either party is the tenant of another social landlord.
- 4.8 Advice and information will be provided to our tenant that will include but may not be limited to:
- The tenancy type they will be signing to.
 - An overview of tenant and landlord responsibilities for alterations and repairs.
 - The known condition of the property they are taking on (taking into account the limitations of inspections to a furnished and occupied home) and what liabilities they may be taking on (including any housing debts, alterations and repair responsibilities, for example).
- 4.9 An exchange will normally be approved unless the tenant or proposed exchange partner:
- are on a starter tenancy,
 - are behind with rent,
 - have had a court order made against them for breach of tenancy, or are under a notice of seeking possession of their home,
 - have damaged their home and we need to make repairs to put this right first,
 - or
 - either home has been designed or significantly adapted for people with special needs and the incoming tenant does not have the relevant needs,
 - either property is classified for older people, and the exchanging tenant does not meet the age criterion,
 - either property would be too big or too small for the number of people involved.

All the reasons we may refuse consent are set out in the Housing Act 1985 and the Localism Act 2011 and are summarised at **Appendix 1**.

- 4.10 All exchanges will be effected by a signed and witnessed Deed of Assignment
- 4.11 A move date will generally be agreed within 14 days of approval, to allow time for safety checks including for gas and electrics. Wherever possible, these will

be arranged on the date of the move, and no later than 7 days following the exchange.

- 4.12 An exchange request will be cancelled where a completed application form has not been received from all parties within 14 days of the original request.
- 4.13 If an exchange takes place without consent being granted or before the agreed exchange date, it is unauthorised. In these instances, each tenant will remain liable for their original tenancy and may have lost security by not occupying their home. We will review the circumstances on a case-by-case basis to consider:
- making the exchange legal by completing the new Tenancy Agreements or Deed of Assignment, and Licence to Assign forms retrospectively; or
 - terminate the tenancies by serving a Notice To Quit (NTQ) and without prejudice Notice of Seeking Possession (NOSP) on the original homes to seek possession of the properties.; or
 - Demand that both tenants return to their original homes.

When making our decision we will consider whether the exchange meets the relevant criteria and would otherwise have been agreed.

- 4.14 We will ensure that our staff are appropriately trained so that they can advise customers and manage exchange requests efficiently.

5. Appeals

- 5.1 Our tenants have a right to appeal where a mutual exchange is refused, or where they believe unreasonable conditions have been set, through our Complaints policy and procedures.
- 5.2 Appeals should be submitted within 28 days of the refusal.

6. Monitoring and Review

- 6.1 Case numbers and outcomes will be subject to regular monitoring and review to ensure compliance with regulatory Consumer Standards, and to ensure that lessons are learned and acted upon timeously.
- 6.2 Key performance indicators will be reported to our Governing Body and to the Regulator of Social Housing as appropriate, and at least annually. Indicators will include but may not be limited to those required under the Tenant Satisfaction Measures published by the Regulator.⁴

⁴Regulator of Social Housing, *Regulatory Standards for Landlords*, <https://www.gov.uk/government/collections/transparency-influence-and-accountability-including-tenant-satisfaction-measures>, accessed April 2024.

- 6.2 We will review this policy, procedures and any staff training requirement at least every five years to ensure that it continues to operate within best practice, achieve measurable results and to achieve continuous service improvement.
- 6.3 The policy and all associated procedures will alternatively be reviewed immediately following any change to government policy, regulation or legislation, or as operational issues require.

Appendix 1

The following table provides details of the Legislative reasons for a refusal for a mutual exchange:

| Schedule 3 of the Housing Act 1985 | Schedule 14 of the Localism Act 2011 | Grounds for refusing consent to the exchange |
|---|---|--|
| - | Ground 1 | When any rent lawfully due from a tenant under one of the existing tenancies has not been paid. |
| - | Ground 2 | When an obligation under one of the existing tenancies has been broken or not performed. |
| Ground 1 | Ground 3 | A court order for possession or a suspended possession order has been made for either property. |
| Ground 2 | Ground 4 & 5 | The landlord has served a notice of seeking possession and the notice is still in force, or possession proceedings have commenced. |
| Ground 3 | Ground 7 | The property is substantially larger than is reasonably needed by the proposed assignee. |
| Ground 4 | Ground 8 | The property is not reasonably suitable to the needs of the proposed assignee and their household. |
| Ground 5 | Ground 9 | The property is part of or close to a building that is held for non-housing purposes, or it is situated in a cemetery and was let in connection with employment with the landlord or with a local authority, a new town corporation, housing action trust, an urban development corporation, or the governors of a grant-aided school. |
| Ground 6 | Ground 10 | The landlord is a charity and the proposed assignee's occupation of the property would conflict with the objects of the charity. |

| | | |
|--------------------------------------|-----------|--|
| Additional Ground (Housing Act 2004) | Ground 6 | An injunction order under section 153 of the Housing Act 1996 or an anti-social behaviour order or a Demotion Order or a possession order under Ground 2 for secure tenancies or Ground 14 for assured tenancies is in force or an application for one of those is pending either against the tenant, the proposed assignee or a person who resides with either of them. |
| Ground 7 | Ground 11 | The property has been substantially adapted for occupation by a physically disabled person, and if the assignment went ahead a physically disabled person would not be living there. |
| Ground 8 | Ground 12 | The landlord lets properties to people in difficult circumstances (other than merely financial circumstances) and the proposed assignee would not fulfil these criteria. |
| Ground 9 | Ground 13 | The property is let to people with special needs and there is a social service or special facility nearby to the properties to assist people with those special needs, and if the assignment was to go ahead no person with those special needs would be living there. |
| Ground 10 | Ground 14 | The dwelling is the subject of a management agreement where the manager is a housing association of which at least half the members are tenants subject to the agreement and at least half of the tenants of the dwellings are members of the association, and also that the proposed assignee is not such a member nor is willing to become one. |

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Housing

Right to Buy Policy

October 2024 Teignbridge District Council



| | | |
|----------------|---------------------|-----------------------------|
| Document | Right To Buy Policy | |
| Date Approved | Date | October 2024 |
| Expiry Date | Date | October 2029 |
| Approval Route | Approval body/group | Council Executive Committee |
| Lead Officer | Name | Graham Davey |
| | | |
| Change Dates | Date | Note |
| | | |

1. Purpose

- 1.1 This policy will ensure that we implement the Right to Buy scheme for properties owned by us for social rent in accordance with the rules, regulations and time limits set out in the relevant legislation.

2. Definitions & Scope

- 2.1 The **Right to Buy** (RTB) scheme applies to any person who is a secure, flexible or assured shorthold council tenant, or who has held a public sector tenancy (such as a local authority, housing association or NHS) for 3 years or more. The 3 years need not be consecutive. Tenants have the right to buy their home at a variable discount, according to length of tenancy, but subject to a fixed maximum amount and cost floor adjustments as prescribed by the scheme regulations.
- 2.4 An **eligible tenant** can make a joint application with a joint tenant, a spouse or civil partner, or up to 3 family members who have lived in the property as their main home for the past 12 months or longer.
- 2.5 A tenant will **not be eligible** if:
- They have an introductory tenancy that has not yet been converted,
 - The home is leased from another owner or to a charitable organisation,
 - They live in sheltered housing, or other housing suitable for and let to the elderly, or designed people with a disability,
 - They work for us, and the home is part of conditions of service (a warden or caretaker, for example),
 - Their home is due to be demolished,
 - They have legal problems with debt such as undischarged bankruptcy or a debt relief order,
 - The court has awarded a possession order,
 - An application has been made to the court to suspend a Right to Buy for a specified period on the grounds of anti-social behaviour.

Other exclusions may apply as detailed in legislation.

3. Legal and Regulatory Requirements

- 3.1 The Right to Buy scheme is governed by rules included in the Housing Act 1985¹, as amended by the Housing and Planning Act 1986 and the Housing Act 2004.

¹ Legislation.gov.uk, *Housing Act 1985*, <https://www.legislation.gov.uk/ukpga/1985/68/contents>, sourced April 2024.

- 3.2 Information and guidance is currently produced and updated by the Department for Levelling Up, Housing and Communities.²

4. Policy

Due to the prescriptive statutory nature of the Right to Buy scheme, this policy focuses on those areas where we are able to exercise discretion.

- 4.1 We will provide all tenants interested in the scheme with the relevant information and assistance as necessary to ensure that those who are eligible are able to exercise their rights within the timescales set out in legislation.
- 4.2 We will also provide information and guidance to potential applicants to make sure they fully understand the operation of the schemes, including their rights and potential liabilities and risks as owners, and to ensure that are treated equally and fairly.
- 4.3 On receipt of a completed RTB1 application form, we will ensure that eligibility criteria are met and will respond to the applicant within the timescales currently set in legislation.
- 4.4 We will not allow an application to be shared with another person other than those who have a statutory right.
- 4.5 As soon as an RTB1 application is received, we will only carry out essential repairs, and any planned improvements or non-essential maintenance will be put on hold. If the application does not subsequently proceed, repairs and maintenance will be reinstated.
- 4.6 The offer price will reflect eligible cost floor rules, to take account of the amount of money the Council has spent over the last 15 years, including acquisition or building and improvement costs.
- 4.7 Properties purchased under the Right to Buy scheme is a Designated Rural Area or a National Park contain a covenant which restricts subsequent resales to purchasers who have lived or worked in the Devon area for a period of three years or more. We support this principle and will not release this covenant in any circumstances.
- 4.8 We will always require repayment of the maximum discount possible under current legislation when a former customer dispose of a property they purchased under the Right to Buy scheme within 5 years.
- 4.9 We are committed to recovering charges due following any sale and will require owners to fairly contribute to the upkeep of shared services and unadopted areas.

² Department for Levelling Up, Housing and Communities, *Your right to buy your home: a guide*, April 2024, <https://www.gov.uk/government/publications/your-right-to-buy-your-home-a-guide--2/your-right-to-buy-your-home-a-guide>, sourced April 2024.

- 4.9 We will seek to preserve the continued availability of affordable homes for rent by reserving and administering the right-to-buy-back properties that we sell under the scheme.
- 4.10 Where we have a Right of First Refusal on a property sold under the Right to Buy scheme, we will consider these requests on an individual basis, taking into account the property value, condition, local housing needs and available resources.
- 4.11 We will ensure sales receipts are treated in accordance with current legislation to benefit the residents of Teignbridge.

5. Complaints / Appeals

- 5.1 A tenant can appeal a decision to refuse a Right to Buy to the First-tier Tribunal (Property Chamber): Southern region. They must do this within 56 days of the date of the RTB2 notice, sent by the landlord to the tenant who has applied to buy their home and completed an RTB1 form.³

6. Monitoring and Review

- 6.1 We will review this policy, procedures and any staff training requirement at least every three years to ensure that it continues to operate within best practice, achieve measurable results and to achieve continuous service improvement.
- 6.2 The policy and all associated procedures will alternatively be reviewed immediately following any change to government policy, regulation or legislation.
- 6.3 Sales will be monitored through our Key Performance Indicators and reported to our governing body on a regular basis and to the Regulator of Social Housing, at least annually or as otherwise required.

³ <https://www.gov.uk/courts-tribunals/first-tier-tribunal-property-chamber>

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Teignbridge District Council

Executive

7th October 2024

Part i

Pest control fees review

Purpose of Report

To consider the proposal to charge a fee for the provision of a pest control service for rats and mice control and to agree the fee.

Recommendation(s)

The Executive RESOLVES to:

- (1) Charge a fee for the provision of a pest control service for rats and mice control and
- (2) The fee is £72 per service request with a 50% reduction for those on Council Tax Reduction.

Financial Implications

See section 3 for proposed charges and revenue savings generated.

Martin Flitcroft

Director of Corporate Services

Email: martin.flitcroft@teignbridge.gov.uk

Legal Implications

These are as set out in the report.

Paul Woodhead

Head of Legal and Democratic Services and Monitoring Officer

Email: paul.woodhead@teignbridge.gov.uk

Risk Assessment

See section 4.3 in the report.

David Eaton

Environmental Protection Manager

Email: david.eaton@teignbridge.gov.uk

Environmental/ Climate Change Implications

See section 4.4 in the report.

David Eaton

Environmental Protection Manager

Email: david.eaton@teignbridge.gov.uk

Report Author

David Eaton
Environmental Protection Manager
Email: david.eaton@teignbridge.gov.uk

Executive Member

Cllr Peter Williams
Executive Member for Recycling, Household Waste and Environmental Health

Appendices

Appendix 1 Demand Analysis
Appendix 2 Customer Satisfaction Survey Results
Appendix 3 Benchmarking Analysis

1. Background

The Council has provided a free of charge pest control service for the control of rats and mice in domestic properties for over 15 years. Prior to this the Council operated an in-house pest control service.

The Council has specific duties under the Prevention of Damage by Pests Act 1949 to take steps to ensure that the district is reasonably free from rats and mice and to:

- From time to time carry out inspections.
- Destroy rats and mice on land the Council owns or occupies.
- Enforce duties of owners and occupiers to keep other land free from rats and mice.

By providing a pest control service this has discharged the Council's duties under the Act.

As part of the overall review of Council statutory responsibilities and exploring opportunities for income generation, a review of the pest control service has been undertaken. This report sets out the details of the review and the options for charging for this service.

2. Customer demand survey and Benchmarking

A customer survey was undertaken of the users of the current free pest control service for rats and mice between June 2023 and December 2023.

Overall satisfaction with the service was high with 79% satisfied with the service and only 13% dissatisfied. 40% of those surveyed said that they would treat the problem themselves if there was no free service and 10% said they would do nothing. Based on this data the financial modelling for the proposed fees has used a 50% reduction in service demand.

Benchmarking has been undertaken with the local authorities within the CIPFA Family Group. This showed that six authorities make no provision for a pest control service and rely on the private contractors to deal with the demand.

There is no data on the impact of this decision on the authority's resources. Of the remaining authorities they charge for the provision of the service with a range of fees from £48 to £165 per service request. Five of the authorities offer a discount fee for those on a qualifying benefit. The current market price for a local private pest control contractor to undertake a minimum of two visits ranges between £120 and £144.

A procurement exercise has been undertaken and evaluated. The successful company has been notified and will provide the service at a fixed price with the new contract due to start on the 1st November 2024.

3. Proposed fees

The Local Government Act 2003 gives a general power for local authorities to charge for discretionary services. Therefore, officers have explored the various charging options for this service.

The demand for pest control services is dictated by several factors out of the control of the authority. The weather has a significant impact on the population of rats and mice as does the ability of residents to afford a service. Therefore, the

calculations used by officers have assumed a 50% reduction in current service demand to calculate the proposed fees.

The table below sets out a range of fees and the impact on the budget provision.

| Proposed Standard Fee inc VAT | Reduction for CTR inc VAT | Net Income generated | TDC Contribution per year | Revenue saving based on 23/24 revenue budget |
|--------------------------------------|----------------------------------|-----------------------------|----------------------------------|---|
| £96 | £48 | £36,600 | £600 | £29,900 |
| £84 | £42 | £32,025 | £5,175 | £25,325 |
| £72 | £36 | £27,450 | £9,750 | £20,750 |
| £60 | £30 | £22,875 | £14,325 | £16,175 |
| £48 | £24 | £18,300 | £18,900 | £11,600 |

4. Implications, Risk Management and Climate Change Impact

4.1 Financial

The Council currently has a revenue budget provision of £30,500 for the financial year 2024/25. The contract has been procured at a fixed price of £37,200 for two years with an optional 1-year extension. This allows the Council to closely monitor the demand and proposed fees to mitigate the risk of the council having an additional revenue budget pressure. The cost and fee will be reviewed periodically, and adjustments made during the contract period.

4.2 Legal

The Council has a legal responsibility to deal with rats and mice in the district and to take enforcement action if required. The provision of a pest control service is not a legal requirement but an effective method of discharging the duty.

4.3 Risks

The proposed charges for pest control would generate income but the demands for the service are influenced by factors which cannot always be controlled and there is a low risk that the income will not cover costs.

Charging for the service will lead to some residents trying to self-treat the problem in their property. This could lead to infestations that are not adequately controlled and increase the demand on the Council to undertake an investigation and enforcement activity.

4.4 Environmental/Climate Change Impact

Rodent infestations have a detrimental impact on the environment and an impact on the health and wellbeing of residents. The use of chemicals is regulated to ensure they are used safely, legally and effectively.

5. Alternative Options

The benchmarking survey identified that some authorities do not provide any service. The current free service has been processed mapped and this year to date 70% of the requests come via our website forms directly to the contractor with no handling by Teignbridge staff. The Environmental Protection team deal with over 100 service requests where rat infestations are not being dealt with by the owner of the property or land and cannot be referred to the Contractor. This requires an investigation and if necessary, the serving of statutory notices to ensure that our duties under the Prevention of Damage by Pests Act 1949 are met. If the Council was to cease the service provision this would increase the demand on the Council with no additional capacity. There would be an increased demand on the Customer Support team dealing with enquires and entering the case details into the system. There would also be an increased demand on the Environmental Protection Team to deal with those residents who wouldn't take any action and could create larger infestations that are untreated and impact more residents.

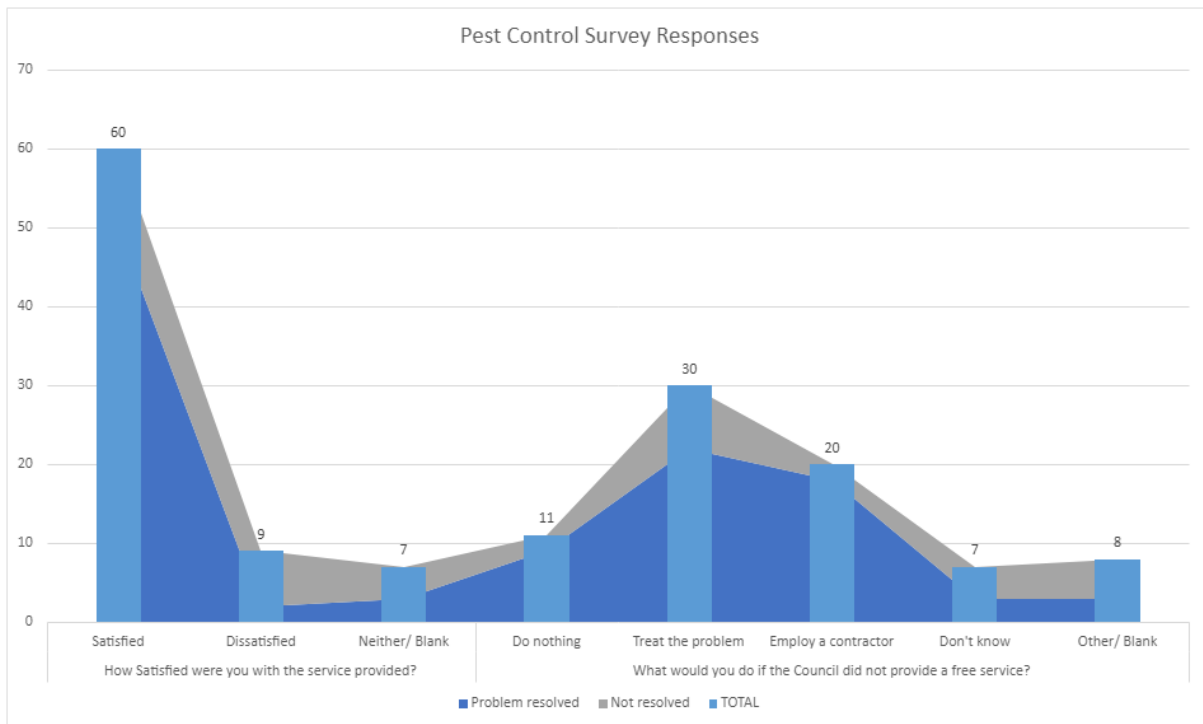
6. Conclusion

Setting a fee of £72 with a 50% reduction for those on Council Tax Reduction, will be comparable to our CIPFA Family Group, below the general private market price and continue to provide a service whilst reducing the overall cost of the service.

Appendix 1 Demand Analysis

| Financial year | Rats (Contractor) | Mice (Contractor) |
|----------------|----------------------|----------------------|
| 2020-2021 | 1049 | 70 |
| 2021-2022 | 1072 | 95 |
| 2022-2023 | 933 | 89 |
| 2023-2024 | 841 | 160 |

Appendix 2 Customer Satisfaction Survey Results



Appendix 3 Benchmarking Analysis

| CIPFA Nearest Neighbours | Service provided? | Free? | Rats/ Mice Fee | No of visits | Discounted fee scheme? | Qualifying benefits |
|---------------------------|--|-------|----------------|---------------------------------|------------------------|---|
| Fylde | No | | | | | |
| Mendip (now Somerset) | No | | | | | |
| North Devon | No | | | | | |
| Rochford | No | | | | | |
| Sedgemoor (now Somerset) | No | | | | | |
| Torrige | No | | | | | |
| Arun | Referral to preferred contractor | No | £54 | Survey, treatment and follow up | 50% | Guaranteed pension credit Housing Benefit Income based employment support allowance Income support Income based job seekers allowance Universal credit Tax credits on income of £15,050 or less Council Tax reduction (not single person discount) |
| Kings Lynn & West Norfolk | Referral to preferred contractor | No | £65 | up to 3 visits | No | |
| Wyre | Yes | No | £48 | Not stated | No | |
| Exeter | Yes - £25 for survey and advice plus additional costs for treatments | No | £70 | Treatment | 50% | income support, income based job seekers allowance, income related employment and support allowance and guaranteed pension credit |

| | | | | | | |
|------------|---------------------------------------|------------------------------|------|---|------|---|
| Fareham | Yes - by phone to EH Team | No | £77 | up to 3 treatments | 65% | Income-based Jobseeker's Allowance; Income-related Employment and Support Allowance; Income Support; Pension Credit (Guarantee); and/or Universal Credit (maximum award). |
| New Forest | Yes - in house | No | £165 | up to 4 visits Additional visits £45 | 50% | defined benefits |
| East Devon | Yes - online firmstep form to EH Team | No | £90 | up to 3 visits | 50% | Employment and Support Allowance (Income Related) (ESA) Income Support Job Seekers' Allowance (JSA) Disability Allowance Personal Independence Payment (PIP) Attendance Allowance Housing Benefit Council Tax Reduction Pension Credit Guarantee Universal Credit Council Tax Reduction (this does not include single occupancy discount) |
| Mid Devon | Referral to preferred contractor | Yes - for benefits claimants | £77 | Treatment plus follow up | Free | Income Support, Housing Benefit, Council Tax Relief, Pension Credit Guarantee or Housing Costs through Universal Credit, we can provide a maximum of 2 free mice or rat pest control treatments (4 visits) in one year |

| | | | | | | |
|-------------------------|--------------------------------|-----|----|--|--|--|
| South Hams & West Devon | Yes - benefits recipients only | Yes | £0 | | | Employment and Support Allowance (Income Related) (ESA) Income Support Job Seekers' Allowance (JSA) Disability Allowance Personal Independence Payment (PIP) Attendance Allowance Housing Benefit Council Tax Reduction Pension Credit Guarantee Universal Credit |
| Lewes | Yes - Rats only | Yes | £0 | | | |

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