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Date: 12<sup>th</sup> December 2025

**INDIVIDUAL CABINET  
MEMBER DECISION**

Dear Sir/Madam,

The Cabinet Member for Housing (Councillor C. Watkins) is to consider the following reports and make a decision on **Monday 22<sup>nd</sup> December 2025 at 4.00pm** in Committee Room D, Town Hall, Nuneaton.

Yours faithfully,

TOM SHARDLOW  
Chief Executive

**A G E N D A**  
**PART 1**  
**PUBLIC BUSINESS**

1. **EVACUATION PROCEDURE**

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

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

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

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

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

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

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

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

Declaring interests at meetings

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

Arrangements have been made so that interests that are declared regularly by members can be viewed in a schedule on the Council website ([Councillor Declarations of Interests](#)). Any interest noted in the schedule on the website will be deemed to have been declared and will be minuted as such by the Democratic Services Officer. As a general rule, there will, therefore, be no need for those Members to declare those interests as set out in the schedule. There are, however, TWO EXCEPTIONS to the general rule:

1. When the interest amounts to a Disclosable Pecuniary Interest that is engaged in connection with any item on the agenda and the member feels that the interest is such that they must leave the room. Prior to leaving the room,

the member must inform the meeting that they are doing so, to ensure that it is recorded in the minutes.

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

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

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

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

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

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

4. TENANCY MANAGEMENT POLICIES - a report of the Assistant Director for Strategic Housing, attached (**Page 4**).

**AGENDA ITEM NO.4**

**NUNEATON AND BEDWORTH BOROUGH COUNCIL**

**Report to:** Individual Cabinet Member Decision – Councillor Christopher Watkins

**Date of Meeting:** 22<sup>nd</sup> December 2025

**Subject:** Tenancy Management Policies

**Portfolio:** Housing (Councillor C. Watkins)

**Responsible Officer:** Sharon Clinton – Assistant Director for Strategic Housing

**Corporate Plan – Theme:** 2 Housing, Health and Communities

**Corporate Plan – Aim:** To provide quality, affordable housing, promote healthy lifestyles, support vulnerable residents, and strengthen community cohesion.

**Ward Relevance:** All Wards within the Borough of Nuneaton and Bedworth

**Public or Private:** Public

**Forward Plan:** No

**Subject to Call-in:** Yes

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1. **Purpose of report**

- 1.1. The purpose of this report is to seek approval for the adoption of updated policies that ensure compliance with the Regulator of Social Housing (RSH) standards. These policies aim to improve transparency, fairness, and accessibility for tenants while meeting statutory requirements under the Housing and Regeneration Act 2008 and the Social Housing (Regulation) Act 2023.

2. **Recommendations**

- 2.1. It is recommended that the following policies be formally approved and implemented:

- Tenancy Assignment Policy
- Mutual Exchange Policy
- Landlord Services Reasonable Adjustment Policy
- Hoarding Policy

### 3. Background

- 3.1. Local authorities that own or manage social housing must comply with the Regulator of Social Housing (RSH) standards, which are set out under the Housing and Regeneration Act 2008 and strengthened by the Social Housing (Regulation) Act 2023.

To meet these standards, we have reviewed our policies and procedures to ensure transparency for tenants. The council identified the following policies as necessary for compliance:

- Tenancy Assignment Policy
- Mutual Exchange Policy
- Landlord Services Reasonable Adjustment Policy
- Hoarding Policy

### 4. Body of report and reason for recommendations

The adoption of these policies will ensure compliance with statutory and regulatory requirements, provide clear guidance for staff and tenants, and promote fairness and consistency in decision-making.

Below is an explanation of each policy:

#### Tenancy Assignment Policy

This policy sets out the circumstances under which a tenant can assign their tenancy to another person. It ensures compliance with legal requirements and provides clarity for tenants wishing to transfer their tenancy due to changes in family circumstances or other valid reasons. The policy promotes fairness and prevents unlawful assignments.

#### Mutual Exchange Policy

This policy governs the process by which tenants can swap homes with another tenant, either within the council's housing stock or with another social landlord. It supports tenant mobility, helping households find accommodation that better suits their needs, while ensuring exchanges comply with legal and regulatory standards.

### Landlord Services Reasonable Adjustment Policy

This policy ensures that tenants with disabilities or specific needs receive appropriate adjustments to access housing services. It demonstrates the council's commitment to equality and compliance with the Equality Act 2010, ensuring services are inclusive and accessible to all.

### Hoarding Policy

This policy provides guidance on how the council will manage cases of hoarding within its properties. It balances tenant welfare with property safety, outlining support mechanisms and interventions to reduce risks associated with hoarding, such as fire hazards and health concerns.

#### 5. Consultation with the public, members, officers and associated stakeholders

- 5.1. Housing Solutions Manager
- 5.2. Equalities and Safeguarding Officer
- 5.3. Tenancy Management Officer
- 5.4. Environmental Health
- 5.5. Legal
- 5.6. Health & Safety
- 5.7. Safeguarding
- 5.8. Tenancy Support Officer

#### 6. Financial Implications

- 6.1. There are no direct financial implications as a result of this report. The service is required to manage from within its approved budget envelope when implementing the strategy

#### 7. Legal Implications

- 7.1. The Council has a legal requirement under the Housing Regulator to be transparent and have policies in place

#### 8. Equalities implications

- 8.1. No specific equality implications have been identified following the completion of an equality impact assessment.

9. Health implications

- 9.1. No specific health implications have been identified following the completion of an impact assessment.

10. Climate and environmental implications

- 10.1. No direct climate and/or environmental implications have been identified.

11. Section 17 Crime and Disorder Implications

- 11.1. No direct Section 17 crime and disorder implications have been identified.

12. Risk management implications

- 12.1. No direct risk management implications have been identified.

13. Human resources implications

- 13.1. No direct human resource implications have been identified.

14. Options considered and reason for their rejection

- 14.1. In formulating this report and recommendations, the following other options were identified. Reasons for their rejection or why the option and recommendation proposed in section 2 of the report has been selected are outlined below.

Option Ref	Option Title	Reason for rejection or why the option and recommendation proposed in section 2 of the report has been selected
A	Do nothing	Would result in non-compliance and reputational risk.
B	Partial Policy Update	Would leave gaps in compliance and create inconsistency.
C	Delay Implementation	Would prolong non-compliance and negatively impact tenants.

15. Conclusion

- 15.1 The recommended approach ensures full compliance with statutory and regulatory requirements, promotes transparency, and improves service delivery for tenants. Adopting these policies will strengthen governance, reduce risk, and demonstrate the council's commitment to meeting the highest standards of social housing management.

16. Appendices

16.1. Please note the following appendices:

- i. Appendix A – Mutual Exchange Policy
- ii. Appendix B – Tenancy Assignment Policy
- iii. Appendix C - Landlord Services Reasonable Adjustment Policy
- iv. Appendix D - Hoarding Policy

17. Background papers

17.1. Please note there are no background papers attached to this report.

18. Report Writer Details:

Officer Job Title: Assistant Director for Strategic Housing

Officer Name: Sharon Clinton

Officer Email Address: sharon.clinton@nuneatonandbedworth.gov.uk



2025

# Mutual Exchange Policy

DRAFT

Housing & Community Safety  
Nuneaton and Bedworth  
Borough Council  
7/1/2025

## Tenancy Assignment Policy Quality Record

Revision	Date	Description	Stage	Agreed
Draft	29 August 2025	First revision	Draft	
Draft	3 October 2025	Second revision	Draft	
		EqIA	Draft	
Draft		Single Member Decision	Draft	

### Author and Version information

**Name:** Thomas Venus and Kayleigh Garner

**Approved by:** IN DRAFT

**Version No:** 1

**Date:** 3 October 2025

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## 1. Introduction

- 1.1 This Mutual Exchange Policy sets out the framework through which tenants of Nuneaton and Bedworth Borough Council with a Secure or Flexible tenure may apply to exchange their home with another eligible tenant.

This Policy ensures that Mutual Exchanges are carried out fairly, transparently, and in accordance with the relevant legislation and statutory guidance. This Policy will also support the Council's commitment to making best use of its housing stock, promoting tenant mobility and fostering sustainable communities.

## 2. Purpose

- 2.1 The purpose of this Policy is to:

- To provide clear guidance on tenants' rights and responsibilities concerning a mutual exchange.
- Ensure the assignment of council owned properties complies with legislation, statutory guidance and good practise.
- Treat all tenants for housing fairly, whilst being sensitive to their circumstances.
- To enable tenants to move to more suitable or preferred properties whilst ensuring the Council maintain control and make best use of its housing stock; and
- To promote sustainable, inclusive communities through effective housing management.

## 3. Legal Framework

- 3.1 This Mutual Exchange Policy is governed by:

- Housing Act 1985
- Landlord & Tenant Act 1985
- Equality Act 2010
- Localism Act 2011
- Anti-Social Behaviour, Crime and Policing Act 2014
- Social Housing Regulation Act 2023
- Consumer Standards Code of Practise 2024

## 4. Responsibility

- 4.1. The Assistant Director for Social Housing & Community Safety retains overall responsibility for the implementation of this policy.
- 4.2. The operational day to day delivery of the policy is the responsibility of the Landlord Services Manager.

4.3. Compliance with this policy from Officers will be randomly monitored through monthly 121's and quality & assurance exercises by the respective Team Leaders.

4.4 All staff managing cases are responsible for reading and familiarising themselves with this policy and the associated procedures.

## 5. Eligibility Criteria

5.1. Tenants that hold a Secure and Flexible tenure with the Council are eligible to apply for a mutual exchange, subject to the Council's consent. Tenants are not permitted to exchange without the express consent of their Housing Provider.

5.2. Tenants that hold an Assured tenancy with a Housing Association are eligible to apply for a mutual exchange, subject to their landlord's consent. Please refer to the relevant Housing Association/landlord for further guidance.

5.3. Tenants that hold an Introductory (including extended introductory/starter tenancy), Demoted, Licences, and Leaseholders are *not* eligible to apply for a mutual exchange.

5.4. Where applications are made under a joint tenancy, both tenants must consent to the mutual exchange.

5.5. Both, the in-coming and out-going tenants must meet the eligibility criteria.

## 6. Searching for a Mutual Exchange

6.1. The Council subscribes to 'HomeSwapper' [www.homeswapper.co.uk](http://www.homeswapper.co.uk). This service allows tenants to access, free of charge, a national register of tenants looking to mutual exchange. From this register tenants will potentially be able to identify matches in their area of choice.

6.2. The Council operates a dedicated webpage for mutual exchanges [www.nuneatonandbedworth.gov.uk/mutual-exchanges](http://www.nuneatonandbedworth.gov.uk/mutual-exchanges). This page publishes guidance on eligibility, legal implications, advisory leaflet, an information guide and the procedure for applying and completing a Mutual Exchange. We encourage tenants to review this information before searching and applying for a mutual exchange.

6.3. It is the responsibility of tenants to search for and apply for a mutual exchange.

### Implications for a Mutual Exchange

6.4. The original rights granted in the tenancy agreements can be lost during mutual exchange, for example – there may be different rules regarding

succession rights; rent levels and assignment. All tenants are advised to read their tenancy agreements thoroughly and take their own legal advice from a Solicitor or Specialist before agreeing to an exchange.

The right to succession is personal to the individual tenant and this right transfers with the tenant when they move in a mutual exchange. For example – a tenant who is a successor under the original tenancy remains a successor following the mutual exchange, under their 'new' tenancy.

We will ensure that tenants who decide to make an application for a mutual exchange are aware of any implications to their tenancy, including:

- Any changes to their secure/assured status.
- Any difference in rules regarding succession.
- Any change in rent level between Social Rent and Affordable Rent; and
- Any gain or loss of Right to Buy.

- 6.5. The tenants wishing to complete a mutual exchange must identify another tenant who they wish to exchange with. Both tenants must meet the eligibility criteria and agree to the exchange.

The tenants are responsible for viewing the property they are considering for exchange. This is a crucial step because when tenants exchange, they are agreeing to take the property on its present condition, which may mean taking responsibility for alterations that the out-going tenant has completed.

The tenants are also responsible for confirming the weekly rent charges at the property they wish to exchange with, and confirm the tenure type for the property.

Once an application has been received, the Council will assume that the tenants have completed viewings of each other's property, are satisfied with the condition of the property and wish to proceed.

#### Applying for a Mutual Exchange

- 6.6. All tenants wishing to complete a Mutual Exchange must complete the Mutual Exchange Application Form and submit it to all Housing Providers (the current provider and prospective new provider). Applications must include:

- Full details of both properties, and tenants.
- Consent from all tenants, including any joint tenants; and
- All supporting documents requested (*ID, medical information, tenancy agreements etc*)

Any failure to disclose all requested information accurately and truthfully will be deemed a fraudulent application. This will result in the exchange being refused, and a report may be made to the Council's Legal team and/or Fraud Officer.

6.7. The Landlord Services Team will review the application within 10-working days of receiving all applications for the proposed exchange. The Landlord Services Team will:

- Review the application to ensure efficient use of the housing stock. Applications will not be accepted where the size of the accommodation exceeds the households needs as per the Allocations Policy.
- Review the tenure status and check for tenancy breaches.
- Complete a property inspection at our tenant's current property, including gas & electrical safety checks. An inspection report, including photos will be sent to the incoming tenant; and
- Ask the incoming tenant to sign an indemnity form confirming their acceptance of the new property and its current condition.

If the tenant is moving to a home owned by another Social Housing landlord, we will provide a full tenancy reference and will request one for the incoming tenant. If providing a reference to other landlords, we will disclose known criminal activity related to the property, any known safeguarding issues, and all reports of anti-social behaviour and other tenancy breached, including rent arrears. The application form will include a consent to disclosure statement to this effect.

If any of the checks undertaken are not satisfactory, the exchange will be refused, or conditional consent may be issued. Reasons for any refusal or conditional consent will be issued to all tenants' party to the exchange.

6.8. A formal decision will be made within 42-calendar days of receiving a complete application. The Council may:

- approve the exchange
- approve the exchange with conditions
- refused based on the statutory grounds

An exchange will only take place once written permission has been given from all landlords. If for any reason, the exchange is not approved, the reason for the refusal will be put in writing to all tenants within the exchange.

The Council can only refuse to agree to an exchange on specified grounds in law that governs mutual exchanges – these are set out in either the Housing Act 1985 or Localism Act 2011.

## Adapted Properties

- 6.9. Where appropriate, the Council will have regard to household members that have a disability as defined by the Equality Act 2010. Properties that have been adapted for medical reasons will not be let to households that do not require the adaptations.

Any incoming tenant requiring an adapted property that is not already adapted, will not have the exchange approved on the grounds of property suitability in line with the Allocations Policy.

Within two years post mutual exchange, the Council will not carry out any major adaptations to the property that has been exchanged into, nor will any applications be accepted for adaptations. Major adaptations are explained in the Aids and Adaptations Policy.

If a property that has been exchanged into becomes unsuitable due to existing medical needs that were not declared as part of the application, the matter may be referred to the Council's Legal team and/or Fraud Officer.

If there has been no fraudulent application made, and all medical needs were declared as required, but the medical needs of the tenant changes post mutual exchange, these situations will be reviewed on a case-by-case basis by the Aids and Adaptations Panel.

## 7. Grounds for Refusal and Conditional Consent

### 7.1. Grounds for Refusal

The Council may refuse consent or grant conditional consent for a mutual exchange only on lawful grounds, including but are not limited to:

- Possession Orders or Legal Action: If either tenant is subject to possession proceedings, or Notices under Schedule 3 of Housing Act 1985.
- Rent Arrears or Tenancy Breaches: Where there are rent arrears, or other tenancy breaches may delay or prevent consent unless the arrears are cleared.
- Property Size: The in-coming tenants household size must reasonably fit the property (no overcrowding or under-occupation).
- Aids and Adaptations: If adaptations or special housing needs are no longer met by the in-coming tenant.



- Unsuitability: Where the property is unsuitable for the in-coming tenants' household due to physical, support or other specific needs.
- False or Misleading Information: Any dishonesty in the application process.
- Failure to meet conditions: If there are any outstanding repairs or required approvals that remain unaddressed.

## 7.2. Conditional Consent

Conditional consent can be given in cases where there are additional breaches of tenancy, including but not limited to:

- Rent arrears
- Poor property condition
- Damages to property
- Anti-social behaviour (ASB)

7.3. The mutual exchange will not proceed until the tenancy breaches have been resolved. Tenants will be given 21 days to remedy any breaches. Any tenants failing to remedy any breaches within this timeframe will result in the mutual exchange being refused.

7.4. The Landlord Services Team will complete a 6-week follow up visit at the new tenant's property, to ensure the exchange was completed satisfactorily and to discuss any concerns with the tenants rent account, tenancy breaches, or support needs.

### Indemnity

7.5. The property inspection form will be signed by the Tenancy Management Officer, Inspector and existing tenant(s). A copy will be provided to the existing tenant and proposed incoming tenant.

If there are any non-Council standard elements to the property, the incoming tenant must accept full responsibility for these. An Indemnity Form will be issued to the incoming tenant which they will sign to accept. A copy will also be issued to the outgoing tenant. This Indemnity form absolves the Council for any liability for the items listed within.

The Council will not repair, replace or maintain any non-Council standard items or any defects to Council standard items that have not been caused by normal wear and tear. If we need to repair or replace any items, this is a rechargeable service to the previous tenant, the new tenant or both.

Tenants still have access to the Right to Repair Scheme.

Council Standard items may include (excluding any elements altered by tenants):

- Windows
- Fire doors
- Kitchens
- Bathrooms
- Heating and hot water provisions
- Electrical elements
- Roof
- Water supply
- Council installed adaptations

If any Council standard elements are removed or damaged, we will replace these, but our costs will be recharged to the party who removed/damaged the elements.

Non-Council Standard items include those not covered by the Right to Repair scheme and are:

- Floor coverings and any underlay
- Window coverings
- Decoration
- Outbuildings, e.g. sheds, greenhouses
- All other tenant alterations
- Items left by the outgoing tenant
- Damage caused by moving out/in
- Damage caused at any stage via animals to any element

#### Affordability

7.6. Some tenants aged 18 – 24 years may be impacted by reductions in benefit levels that assist with housing costs. The Council recognise that for Tenancy Agreements where Schedule 3 of the Housing Act 1985 or Schedule 14 of the Localism Act 2011 apply, we are only able to refuse a mutual exchange on specific grounds – affordability if not included in these grounds.

7.7. The Tenancy Management Officer will discuss affordability and complete a financial statement with tenants wishing to complete a mutual exchange, to ensure they are able to afford their proposed rent amount. The Tenancy Management Officer will also discuss what happens if the tenant is unable to pay their rent, so the tenant can make an informed decision on whether to proceed with the mutual exchange.

#### Unauthorised Mutual Exchanges

7.8. If tenants have completed a mutual exchange, without the Council's knowledge or consent, the tenants will be treated as unauthorised

occupiers and the tenants will be instructed to return to their own property within 7-days.

- 7.9. If the tenants have not returned to their own property, the Council will serve them with a Notice and commence legal proceedings. If the tenants have returned to their own property, the Council will then consider an application for a Mutual Exchange upon receipt of completed application forms.

#### Nuneaton and Bedworth Borough Council Policy Grounds

- 7.10. The following grounds for refusal and conditions apply to any mutual exchange, where neither Schedule 3 of the Housing Act 1985 nor Schedule 14 of the Localism Act 2011 are referred to in the Tenancy Agreement:

- All grounds for refusal set out in Schedule 3 of the Housing Act 1985 and Schedule 14 of the Localism Act 2011 (this includes any rent lawfully due from a tenant under one of the existing tenancies has not been paid).
- Where the property is too large for the incoming tenant, and will result in under-occupation (in accordance with the Allocations Policy).
- Where the property is too small for the incoming tenant, and will result in overcrowding (in accordance with the Allocations Policy).
- Where the incoming tenant would require adaptations to the property for it to be suitable for their needs, the adaptation and necessary funding needs to be approved in-line with the Council's Aids & Adaptations Policy, and procedure before the mutual exchange can take place.
- The incoming tenant's landlord has not provided a satisfactory tenancy reference.
- Where any conditions of planning agreements, covenants, head leases, Section 106 agreements that relate to the property would prohibit the incoming tenant from moving to the property, for example – where housing is only to be provided for people with a local connection.
- Where the incoming tenant cannot demonstrate that they have sufficient level of income to afford the rent (e.g. as a result of either benefit entitlement, or general lack of income) unless they are an existing NBBC tenant and the rent would be lower than their current rent.

- Where the incoming tenant plans to bring any pets that the Council would not give permission for under the Pet Policy.
- Where money has been exchanged between parties to facilitate the exchange.
- Exceptional circumstances where it would not be reasonable to consent to the mutual exchange, as such where there are significant safeguarding concerns or members of the public are at risk. These decisions must be approved by the Assistant Director of Social Housing & Community Safety.

## 8. Appeals

- 8.1. Where an application has been refused, the case officer will confirm their decision and outline the reason for their decision in writing with the tenant.
- 8.2. A tenant can appeal the decision for the Mutual Exchange, and they must put their appeal in writing to the Landlord Services Manager within 10-working days from the date the decision was made and provide supporting evidence of their appeal.
- 8.3. The respective Team Leader will review the case in full, including the documents/evidence provided for the application. Their decision will be confirmed with the tenant in writing within 20-working days of receiving the appeal request.
- 8.4. If the tenant is dissatisfied with the decision, they can make a formal complaint, and this will be investigated in-line with the Council's Housing Complaint Handling Policy and Housing Ombudsman's Complaint Handling Code.

## 9. Related Documents

- 9.1. This policy refers to the following documents:
  - Tenancy Agreement
  - Sign-up check list
  - Mutual Exchange Procedure
  - Mutual Exchange Application Form
  - Property Inspection Form
  - Financial Assessment (income & expenditure form)

## 10. References

- 10.1. This policy refers to:
  - Housing Act 1985
  - Localism Act 2011

- Equality Act 2010
- Pet Policy
- Allocations Policy
- Aids & Adaptations Policy
- Housing Complaint Handling Policy

## 11. Review Date

- 11.1. This policy will be reviewed every three years or on the introduction of new legislation; regulation; or good practise.
- 11.2. Delegated authority to change; amend; and update this policy will be given to the Landlord Services Manager or Director for Social Housing & Community Safety in consultation with the Portfolio Holder.

### Equality Impact Assessment - Screening



Name of Policy/Procedure/Service	Mutual Exchange Policy
Service Unit	Housing and Community Safety
Date of Implementation	TBC

Does this policy/procedure/service have any differential impact on the following groups/people? (please tick):

Group	This may have a positive impact	This may have a negative impact	No adverse impact
Age			X
Disability	X		
Gender			X
Gender Reassignment			X
Marriage and Civil Partnership			X
Pregnancy and Maternity			X
Race – which includes ethnic or national origins, colour, caste or nationality			X

Religion or Belief – this also includes no religion/belief			X
Sexual Orientation (Including LGBT)			X
impact on Serving and/or Ex Serving Armed Forces Personnel and their families			X

Please tick if you believe that this document:

Should proceed to a Full Impact Assessment

☐

Red

Needs some minor changes, but does not need a Full Impact Assessment

☐

Amber


Needs no further action

☒

Green

Recommendations (If any):

No adverse impact identified. Section 6.9 highlights the Councils consideration for tenants who may have disabilities.

Signed	
Officer completing assessment	Craig Dicken
Date	10 <sup>th</sup> December 2025

2025

# Tenancy Assignment Policy

DRAFT

Housing & Community Safety  
Nuneaton and Bedworth  
Borough Council  
7/1/2025

## Tenancy Assignment Policy Quality Record

Revision	Date	Description	Stage	Agreed
Draft	4 June 2025	First revision	Draft	17 July 2025
Draft	17 September 2025	Second revision	Draft	
Draft	18 September 2025	EqIA	Draft	
Draft		Single Member Decision	Draft	

### Author and Version information

**Name:** Kayleigh Garner

**Approved by:** IN DRAFT

**Version no:** 1

**Date:** 04/06/2025



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DRAFT

## 1. Introduction

- 1.1 Secure tenants of Nuneaton and Bedworth Borough Council can make an application to complete an assignment of tenancy; this includes adding or removing a name from an existing tenancy.
- 1.2. This Policy sets out Nuneaton and Bedworth Borough Council's position regarding the rights to making an application for a mutual exchange, joint to a sole tenancy and a sole to a joint tenancy.
- 1.3. This Policy will outline the process of how the Council will deal with mutual exchanges, joint to soles and sole to joint requests. This Policy will also outline the criteria in which a tenant will be able to complete an assignment.

## 2. Purpose

- 2.1 The purpose of this Policy is to:
  - Ensure the assignment of council owned properties complies with legislation, statutory guidance and good practise.
  - Treat all tenants for housing fairly, whilst being sensitive to their circumstances.
  - Make best use of its housing stock; and
  - Provide a high-quality service which are clear and understandable to those who use them and help tenants understand the operation of the Tenancy Assignment Policy.

## 3. Scope

- 3.1 This Policy applies to tenants that hold a secure tenancy with Nuneaton and Bedworth Borough Council.

## 4. Responsibility

- 4.1. The Assistant Director for Social Housing & Community Safety retains overall responsibility for the implementation of this policy.
- 4.2. The operational day to day delivery of the policy is the responsibility of the Landlord Services Manager.
- 4.3. Compliance with this policy from Officers will be randomly monitored through monthly 121's and quality & assurance exercises by the Anti-Social Behaviour Team Leader and Independent Living Team Leader.
- 4.4 All staff managing cases are responsible for reading and familiarising themselves with this policy and the associated procedures.

## 5. Tenure Types

- 5.1. Introductory Tenancy

All new Council tenants will be offered an introductory tenancy for 12-months. This 'trial' period allows tenants to demonstrate that they can sustain a tenancy and comply with the terms of the Tenancy Agreement. Introductory tenants do not have the same rights as tenants on secure tenancies, this includes:

- Cannot apply for a Right to Buy.
- Cannot make any alterations or improvements to the property.
- Cannot make an application for a Mutual Exchange (swap).

Throughout this 12-month period, the tenancy will be monitored. The Tenancy Management Officer / Independent Living Officer will complete 3 post-tenancy visits (PTV's) throughout the tenants first year of tenancy to ensure the terms & conditions of the Tenancy Agreement are being adhered to. This includes ensuring the tenant(s) have appropriate support to manage and maintain their tenancy.

Where breaches of an introductory tenancy are identified, the Council can extend an introductory tenancy for a further 6-months; however, if the breach(es) identified are serious and the Council feels it is reasonable & proportionate, a Notice of Possession Proceedings will be served, and possession proceedings will commence.

Introductory tenancies will not be used where:

- Someone is a secure tenant of the Council immediately before the offer of accommodation, or a secure or assured tenancy of a Housing Association.
- Where a secure tenancy is being assigned, including by way of a mutual exchange; or
- In exceptional circumstances, where it would not be appropriate to grant an Introductory Tenancy, the Council will grant a Secure Tenancy.

The Council offers both sole and joint tenancies to new households moving into our stock – this is subject to eligibility, and it is the household's decision whether to apply for a joint or sole tenancy.

Please refer to the Introductory Tenancy Procedure for further information.

## 5.2. Secure Tenancy

Once a term of an introductory tenancy has been successfully completed, the tenancy will automatically become a secure tenancy. A secure tenancy is a 'lifetime tenancy', meaning it cannot expire, and the tenant(s) keep their protection of a secure tenancy so long as they continue to live in their premises as their main & principal home.

Secure tenants have security of tenure and the following statutory rights:

- Making an application for a Right to Buy (excluding Independent Living Schemes).
- Repair their home if we fail to do so.
- Make alternations and improvements to their home (with written permission from the Capital Projects Team).
- Have lodgers or sublet part of their property (with written permission).
- Apply for a Mutual Exchange with another Social Housing tenant (with written permission); or
- In some circumstances, pass on their tenancy when they pass away (refer to the Succession Policy 2024 for further information).

Secure tenants will be granted to:

- Existing secure tenants of the Council (transfers).
- A secure or assured tenant of a Social Housing landlord.
- An introductory tenant who has successfully completed their introductory period; or
- Existing secure tenants who need to move for their safety (Management Moves or Domestic Abuse)

### 5.3. Equitable Tenancy / Under 18's

Where an applicant is under the age of 18, they cannot legally hold their own tenancy. The Council will require another member of the minor's family or another trusted adult to hold the tenancy in trust until they have reached the age of 18 when the tenancy will pass to them.

The Council also work in partnership with Warwickshire County Council's House Project who work with young people to support them into their own accommodation and are their guarantors.

### 5.4. Flexible Tenancy

Some tenants will be offered Flexible tenancies at sign-up, which is another type of secure tenure, and the rights are the same as those with a secure tenancy; however, they have a time limit (usually 5 years).

Flexible tenants have tenant security of tenure and the following statutory rights:

- Making an application for a Right to Buy (excluding Independent Living Schemes).
- Repair their home if we fail to do so.

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- Make alternations and improvements to their home (with written permission from the Capital Projects Team).
- Have lodgers or sublet part of their property (with written permission).
- Apply for a Mutual Exchange with another Social Housing tenant (with written permission); or
- In some circumstances, pass on their tenancy when they pass away (refer to the Succession Policy 2024 for further information).

Flexible tenants will be granted to:

- Existing secure tenants of the Council (transfers).
- A secure or assured tenant of a Social Housing landlord.
- An introductory tenant who has successfully completed their introductory period; or
- Existing secure tenants who need to move for their safety (Management Moves or Domestic Abuse)

#### 5.5. Licence Agreement

Where a tenant cannot remain in their home due to major repair works or violence, a decant to temporary accommodation will be offered whilst works are being completed or whilst an investigation carried out. The tenant will be offered a licence agreement for the alternative accommodation for their duration in temporary accommodation.

When the temporary accommodation is no longer required, the Council will serve a Notice to Quit to end the licence agreement. The tenancy will continue whilst the tenant(s) is decanted to the temporary address.

Please refer to the Decant Policy 2024 for further information.

### 6. Tenancy Assignment

#### 6.1. Assignment

An assignment is the legal way in which a tenancy can be passed from a tenant to someone else.

The Court can order an assignment of tenancy under matrimonial proceedings or civil partnership proceedings. A copy of the Court Order will be requested to evidence the assignment.

Secure tenants may have the right to assign their tenancy with the agreement of the landlord where:

- A succession of tenancy has not previously taken place.

- An assignment of the tenancy (other than because of a mutual exchange or by Court order) has not previously taken place; and
- The proposed assignee would be eligible for housing under the [Allocations Policy](#) and eligible to succeed the tenancy on the death of the tenant.

Assignments use up the right of succession and a tenancy can only be a succession or assignment. If someone was granted their tenancy as a succession, they will not be able to carry out an assignment.

Where we receive an application to assign a tenancy and upon receipt of all required information, a decision will be made within 20 working days. The Council will only withhold consent on the following grounds:

- The existing tenant succeeded to the tenancy.
- The tenancy was assigned to the existing tenant.
- Legal action is in progress to recover possession of the property; or
- The person the tenant wished to assign the tenancy to is not a person who would be entitled to succeed the tenancy, if the tenant died immediately before the assignment.

The Council will advise the tenant of the outcome in writing, where the Council provides consent, the tenant and the assignee will be invited into the office to sign the Deed of Assignment paperwork. The Council will advise the assignee of their rights & responsibilities as a secure tenant, the date the tenancy was commenced and the balance of the rent account. A full sign-up check list will also be completed to ensure we have all the relevant details for the assignee, and a copy of the tenancy agreement will be provided.

Unauthorised assignments are a breach of the Tenancy Agreement and legal action will be considered to remove unlawful occupiers. All costs associated with the court application will also be the tenant's liability.

## 6.2. Mutual Exchange

The Council encourages the use of a mutual exchange for tenants who wish to downsize, upsize, or those who wish to move to alternative accommodation. However, tenants must ensure they adhere to the Council's Allocations Policy in terms of suitability of the accommodation.

The Council subscribes to 'HomeSwapper' – this service allows tenants to access, free of charge, a national register of tenants looking to mutual exchange. From this register tenants will potentially be able to identify matches in their area of choice.

Applications for a mutual exchange can be accepted from any Social Housing tenant who has a secure, flexible or secure tenancy. The Council will not permit exchanges involving introductory, equitable, or private tenants.

The tenant is responsible to view any property considered for exchange. This is crucial because when you exchange, you are agreeing to take the property in its present condition, which may mean taking responsibility for alterations that an existing tenant has carried out. Once a tenant applies for a mutual exchange, the Council will assume that tenants have already viewed each other's properties and are satisfied with the condition of the property and want to proceed with the mutual exchange.

Once an application for a mutual exchange has been received from all parties, the Tenancy Management Officer / Independent Living Officer will:

- Review the application to ensure efficient use of the housing stock. Applications will not be accepted where the size of the accommodation exceeds the households needs as per the Allocations Policy.
- Complete a property inspection at our tenant's current property, including gas & electrical safety checks. An inspection report, including photos will be sent to the incoming tenant; and
- Ask the incoming tenant to sign an indemnity form confirming their acceptance of the new property and its current condition.

If the tenant is moving to a home owned by another Social Housing landlord, we will provide a full tenancy reference and will request one for the incoming tenant.

An exchange will only take place once written permission has been given from all landlords. If for any reason, the exchange is not approved, the reason for the refusal will be put in writing to the tenant.

The Council can only refuse to agree to an exchange on specified grounds in law that governs mutual exchanges – these are set out in either the Housing Act 1985 or Localism Act 2011.

Conditional consent can be given in cases where there are breaches of tenancy, such as rent arrears; poor property condition; damages to property; or anti-social behaviour. The mutual exchange will not proceed until the tenancy breaches have been resolved.

Where appropriate, the Council will have regard to household members that have a disability as defined by the Equality Act 2010. Properties that have been adapted for medical reasons will not be let to households that do not require the adaptations.

The Council will give or refuse consent within 42-days upon receipt of the mutual exchange application.

The original rights granted in the tenancy agreements can be lost during mutual exchange, for example – there may be different rules regarding succession rights; rent levels and assignment. All tenants are advised to read their tenancy agreements thoroughly and take their own legal advice from a Solicitor or Specialist before agreeing to an exchange.

The right to succession is personal to the individual tenant and this right transfers with the tenant when they move in a mutual exchange. For example – a tenant who is a successor under the original tenancy remains a successor following the mutual exchange, under their 'new' tenancy.

We will ensure that tenants who decide to make an application for a mutual exchange are aware of any implications to their tenancy, including:

- Any changes to their secure/assured status.
- Any difference in rules regarding succession.
- Any change in rent level between Social Rent and Affordable Rent; and
- Any gain or loss of Right to Buy.

Please refer to the Mutual Exchange Procedure for procedural guidance.

### 6.3. Sole Tenancies

A sole tenancy is where one member of the household is the tenant responsible for ensuring their household adheres to the terms & conditions of the Tenancy Agreement. This includes payment of rent, property condition and anti-social behaviour. Where a breach of tenancy is identified, the sole tenant is accountable, even if a member of their household or visitors responsible for the breach.

Sole to Joint Applications – It is not legally possible for a sole tenant to 'add' a joint tenant to their tenancy. The Council may agree to a surrender of an existing sole tenancy where there has been no succession and re-grant to the original tenant and a new joint tenant, but we are not obliged to do so.

Requests for a Sole to Joint will be considered on a case-by-case basis in accordance with Section 91 of the Housing Act 1985. It is essential that tenants seek their own independent legal advice if they are considering requesting a joint tenancy.



The Council will refuse applications for a Sole to Joint tenancy under the following circumstances:

- The household cannot provide proof of marriage or civil partnership, or joint residency for at least 12-months.
- The applicant is a parent, child, sibling or other family member related to the sole tenant (otherwise known as intergenerational tenancy).
- There is an outstanding action against the household for tenancy breaches.
- There are outstanding rent arrears.
- There is a history of tenancy breaches.
- The tenancy has been demoted, or Notice has been served.
- The applicant is already named on another tenancy.
- The tenancy has already been assigned to the sole tenant.
- The tenancy has been succeeded to by the sole tenant; and
- The applicant is under 18 years of age, unless it can be showed that the joint tenancy is necessary for the minor.

Where applications are accepted, a Notice to Quit (termination of tenancy) must be completed by the existing tenant and a new joint tenancy with the same level of security as the original tenancy will be granted.

Please refer to the Sole to Joint Tenancy Procedure for procedural guidance.

#### 6.4. Joint Tenancies

A joint tenancy is where both people are responsible for ensuring their household adheres to the terms & conditions of the Tenancy Agreement. Both tenants are entitled to stay in the home until the end of the tenancy and both joint tenants will be responsible for rent, regardless of whether they live in the property or not. The Council will offer this tenancy to a maximum of 2 people and recognise applications for joint tenancies where two people are married, in a civil partnership or couples who have been cohabiting for at least 12-months.

Joint tenancies will not be offered to siblings or anyone else who may be living in the property. The Council will not grant inter-generational tenancies, for example, a parent & child, or grandparent & child. Joint tenants have equal rights and responsibilities to the tenancy.

A joint tenant can serve a Notice to Quit / Termination of Tenancy to end the joint tenancy, even without the knowledge or consent of the other joint tenant. The tenancy will come to an end and both tenants will have to move out of the property, or the Council may commence possession proceedings.

Joint to Sole Applications – When one tenant in a joint tenancy decides to no longer resident in the property, they must request for the tenancy of the property to be in the sole name of the remaining occupant.

It is not possible for a joint tenancy to be passed on by Deed of Assignment or Deed of Release except in the case where it is required by a Court Order. The change can only be made if we agree to create a new sole tenancy agreement for the remaining tenant.

A joint tenancy can be brought to an end by one of the joint tenants, acting unilaterally. There may be circumstances where one joint tenant does this with unfair consequence for the other joint tenant, for example – a relationship breakdown. In such circumstances, the Council may agree to grant the other joint tenant a new sole tenancy of the property, or of another property.

A joint tenant may terminate the tenancy by serving a valid notice, which will have the effect of ending the tenancy for both. The Council can either:

- Commence possession proceedings against anyone continuing to occupy the property.
- Offer a few sole tenancies to the remaining occupier, although we are not obliged to do so; or
- Offer appropriate, alternative accommodation.

The Council may refuse requests for a sole tenancy in situations where:

- There has been a previous succession to the tenancy, or an assignment to a potential successor.
- There are outstanding rent arrears.
- There is legal action being taken against the property, including but not limited to a Notice being served; an injunction is in place; possession proceedings have commenced; or a suspended possession order is in place (this will not apply where the absent tenant was a sole cause of the breach).
- The property would become overcrowded or under occupied by one or more bedrooms (in these cases, the households need would be considered in-line with the Allocations Policy and alternative, appropriately sized property may be offered).
- The property is adapted specifically for the outgoing/absent tenant (in this case, alternative accommodation may be offered).
- The Council have previously taken enforcement action against the joint tenancy, or are known to be anti-social or engaging in criminal acts; or
- The remaining tenancy is unable to afford the rent.

Discretion to grant a sole tenancy or provide alternative accommodation will be decided by the Landlord Services Manager on a case-by-case basis, in-line with the Allocations Policy.

If the application is successful, a Notice to Quit / Termination of Tenancy from the joint tenants is required to end the joint tenancy. A replacement sole tenancy will be created for the remaining tenant with the same level of security of tenure and as their current tenancy.

Domestic Abuse – Where a joint tenant or occupier is a victim of domestic abuse, the Council will offer advice and support to the tenant(s) and ensure referrals to partner agencies are made, including (if appropriate) to liaise with the Council's Domestic Abuse Co-ordinator who may consider a Multi-Agency Risk Assessment Conference (MARAC) is appropriate. Please refer to the Domestic Abuse Policy for further guidance.

Upon recommendations from Warwickshire Police, the Council will complete basic security enhancements such as new locks for doors & windows. A further referral to Warwickshire Polices' 'Design out Crime' Team will be made for additional security services.

Where a joint tenant is convicted by the Courts of a domestic abuse related offence, the Council will encourage victims to serve a Notice to Quit / Termination of Tenancy, ending the existing tenancy for both parties. During the 4-week notice period, the Council will work with the victim to determine whether the property is safe and suitable for them to remain and may:

- Issue a new sole tenancy of the property. If the perpetrator fails to vacate the property, then the Council will commence possession proceedings.
- Issue a new sole tenancy in alternative, suitable accommodation.
- Assist the victim in relocating via a referral to the Housing Solutions Team (housing options & homelessness service) if appropriate.

Relationship Breakdown – If a tenant is experiencing a relationship breakdown, they may need support to sort what happens to their home and finances when the relationship ends. The Council recommends that tenants seek their own legal advice from a Solicitor or Specialist to look at their situation and ensure they have considered their rights.

The Council will not decide or liaise with the tenants regarding who is to stay at the property and who leaves at the end of the relationship – this remains a civil matter between the joint tenants.

Some services for are free but the tenants may have to pay Solicitors charges or Court fees (tenants may be eligible for support with these costs

– the .GOV website has a Legal Aid Checker that can be useful. To check eligibility, visit: [Check if you can get legal aid - GOV.UK](https://www.gov.uk/check-legal-aid)).

If the relationship between joint tenants ends, the options may be:

- One person remains at the property.
- Both tenants leave the property and secure alternative accommodation; or
- Continue to live together, but as separate household (not as a couple).

Discussing the issues and negotiating a mutual agreement may avoid long term legal processes. Mediation and/or relationship counselling may help but if the tenants cannot agree, they may have to go to court.

It is possible for a non-tenant occupier to obtain a Court Order in family or matrimonial proceedings to have a sole tenancy transferred into their name. It is also possible for a court to order that a joint tenancy be transferred into a sole name. This can be under matrimonial or family law, under the Children Act 1989. If the Court orders this, the Council will transfer the tenancy as per the order, unless the tenancy has already been brought to an end or will be brought to an end by a notice to terminate which was served before the court order.

Please refer to the Joint to Sole Tenancy Procedure for procedural guidance.

## 7. Capacity

7.1. The Council will always assume a tenancy has capacity, unless it is confirmed or stipulated otherwise. In cases where a tenant does not have capacity to be assigned a tenancy, or continue with their tenancy, there are legal, and safeguarding checks the Council must complete to ensure we are compliant with the Mental Capacity Act 2005.

7.2. Capacity is decision specific and time specific. A formal capacity assessment must be completed to determine whether the tenant understands and can comply with their tenancy agreement. If a tenant cannot understand, retain or communicate decisions about their tenancy, they may be considered to lack capacity for that decision – a further referral for safeguarding will also be completed.

7.3. Only certain individuals can legally sign or manage a tenancy for someone who lacks capacity, this includes:

- Attorney under registered Lasting Power of Attorney (LPA) for property and financial affairs.
- Deputy who has been appointed by the Court of Protection; or

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- An authorised person by a specific Court of Protection Order.

If none of the above are in place, an application to the Court of Protection is required. The tenant, or person supporting the tenant are encouraged to seek their own legal advice and guidance for further information.

- 7.4. If the tenant lacks capacity, there must be a Lasting Power of Attorney; a Deputy appointed by Court of Protection; or an authorised person by a specific Court of Protection Order (as per paragraph 7.3). If the tenant requires any additional support with this, the Landlord Services Team can refer or signpost the tenant to appropriate agencies or partners to access the support services the tenant needs.
- 7.5. For the Council to continue with a request for an assignment of tenancy, the Council must be satisfied that the tenant has capacity to understand and comply with their tenancy agreement.

## 8. Appeals

- 8.1. An applicant can appeal the decision for assignment / mutual exchange / sole to joint / joint to sole – they must put their appeal in writing to the Landlord Services Manager within 10-working days from the date the decision was made and provide supporting evidence of their appeal.
- 8.2. The Landlord Services Manager will review the case in full, including the documents/evidence provided for the application; and the outcome/decision letter sent by the Tenancy Management Officer / Independent Living Officer.
- 8.3. Regardless of the appeal outcome, this will be confirmed in writing with the applicant within 20 working days of receiving the appeal request.
- 8.4. If the applicant has discussed their application with the relevant Team Leader and are still dissatisfied, the applicant should make a formal complaint, and this will be dealt with through the Council's Complaints Policy.

## 9. Related Documents

- 9.1. This policy refers to the following documents:
  - Tenancy Agreement
  - Introductory Tenancy Procedure
  - Joint to Sole Procedure
  - Sole to Joint Procedure
  - Mutual Exchange Procedure
  - Succession Procedure

## 10. References

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10.1 This policy refers to:

- Housing Act 1985
- Localism Act 2011
- Equality Act 2010
- Children Act 1989
- Domestic Abuse Policy 2023
- Complaints Policy 2024
- Succession Policy 2024
- Decant Policy 2024
- Allocations Policy 2024
- Mental Capacity Act 2005

#### 11. Review Date

11.1. This policy will be reviewed every three years or on the introduction of new legislation; regulation; or good practise.

11.2. Delegated authority to change; amend; and update this policy will be given to the Landlord Services Manager or Director for Social Housing & Community Safety in consultation with the Portfolio Holder.

#### Equality Impact Assessment - Screening



Name of Policy/Procedure/Service	Tenancy Assignment Policy
Service Unit	Housing and Community Safety
Date of Implementation	TBC

Does this policy/procedure/service have any differential impact on the following groups/people? (please tick):

Group	This may have a positive impact	This may have a negative impact	No adverse impact
Age			X
Disability	X		
Gender			X
Gender Reassignment			X
Marriage and Civil Partnership			X
Pregnancy and Maternity			X

Race – which includes ethnic or national origins, colour, caste or nationality			X
Religion or Belief – this also includes no religion/belief			X
Sexual Orientation (Including LGBT)			X
impact on Serving and/or Ex Serving Armed Forces Personnel and their families			X

Please tick if you believe that this document:

Should proceed to a Full Impact Assessment

☐

Red

Needs some minor changes, but does not need a Full Impact Assessment

☐

Amber


Needs no further action

☒

Green

Recommendations (If any):

No adverse impact identified.
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Signed	
Officer completing assessment	Craig Dicken
Date	10 <sup>th</sup> December 2025

2025

# Landlord Services Reasonable Adjustments Policy

Nuneaton and Bedworth  
Borough Council  
5/16/2025



# Title page

Sub-heading

Author and Version information

Name

Approved by

Version no

Date

## Contents

Page Description

Description

Landlord Services  
Reasonable Adjustment Policy

[www.nuneatonandbedworth.gov.uk](http://www.nuneatonandbedworth.gov.uk)

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# 1. Introduction

- 1.1 As part of Nuneaton and Bedworth Borough Council's corporate approach to improve both the accessibility of Council services and the quality of service we deliver; we will make sure that the people of our Borough get a good quality, consistent level of service, however they choose to contact the Council.
- 1.2 Nuneaton and Bedworth Borough Council is committed to ensuring that all residents, including those with disabilities, have access to our services. The Council recognises its legal obligation to make reasonable adjustments to its services and facilities to remove barriers and ensure that disabled people can participate fully in public life.
- 1.3 The policy defines what a 'reasonable adjustment' is, in what type of circumstances changes will be made, how a request for a reasonable adjustment can be made and how the Council will deal with this request.

# 2. Scope of Policy

- 2.1 This policy sets out Nuneaton and Bedworth Borough Council's commitment and legal obligation to consider adjustments and to make adjustments where reasonable under the Equality Act 2010.
- 2.2 The Council is committed to ensure that the way it works does not place a specific person with disabilities at a disadvantage. The Equality Act 2010 calls on organisations to take such steps as it is reasonable to have to take to avoid the disadvantage. This is to ensure that individuals receive the same quality and level of service as someone without a disability, where this is possible.
- 2.3 This policy does not aim to explain how the Council will approach every circumstance where a customer with disabilities requires a service to be adjusted. Adjustments only have to be made if it's reasonable to do so. What's a reasonable adjustment will be factored in with considerations including:
  - the disability.
  - how practicable the changes are.

- if the change you ask for would overcome the disadvantage you and other disabled people experience.
  - how much money and resources are available.
  - the cost of making the changes.
  - if any changes have already been made.
- 2.4 Many of the adjustments we offer to our services can also be made available to our customers without disabilities.
- 2.5 This policy applies to all services provided by the Nuneaton and Bedworth Borough Council's Landlord Services functions, including those accessed online or in person.

### 3. Definition of disability under the Equality Act 2010

- 3.1 Under the Equality Act 2010, a person is considered as having a disability if they have a physical or mental impairment that has a 'substantial' and 'long term' negative effect on their ability to carry out normal day-to-day activities.
- 3.2 What 'substantial' and 'long-term' mean:
- 'substantial' is more than minor or trivial, e.g., it takes much longer than it usually would to complete a daily task like getting dressed.
  - 'long-term' means 12 months or more, e.g., a breathing condition that develops as a result of a lung infection.

There are special rules about recurring or fluctuating conditions, e.g., arthritis.

- 3.3 The Equality Act 2010 provides a legislative framework to protect the rights of individuals and to advance equality of opportunity for all. In order to achieve equality, you can treat a disabled person better or 'more favourably' than non-disabled person and sometimes this may be part of the solution.
- 3.4 Definition of disability under the Equality Act 2010 can be found here: <https://www.gov.uk/definition-of-disability-under-equality-act-2010>

## 4. When Adjustments Should be Made

- 4.1 The Council will comply with the Equality Act 2010 and its duty to make reasonable adjustments for disabled people. The duty is anticipatory, meaning that the Council must think proactively about what adjustments might be required and make them in advance, rather than waiting for a specific request. This is particularly important with hidden disabilities when an individual may feel unable to volunteer their need for a reasonable adjustment until asked. The Council already has a number of reasonable adjustments in place for customers.
- 4.2 Under the Act, there is a legal duty to make adjustments in the following three circumstances:
- Where there is a provision, criterion or practice which puts a person with a disability at a substantial disadvantage. This could be in relation to a relevant matter that puts a disabled person at a disadvantage in comparison to a non-disabled person.
  - Where a physical feature of a building or other premises may put a person with a disability at a significant advantage compared to a non-disabled person.
  - Where a person with a disability would, but for the provision of an auxiliary aid or additional service, be put at a substantial disadvantage in comparison to a non-disabled person.

## 5. What is a Reasonable Adjustment?

- 5.1 Reasonable adjustments are changes made to the council's usual practices or provision of services to reduce the disadvantage that disabled people may face in accessing them. The adjustments made will depend on the specific needs of the individual and the situation.
- 5.2 Examples of reasonable adjustments that may be made include:
- a) Providing documents or correspondence in larger print or in a specific colour contrast to aid those with visual impairments or dyslexia.
  - b) Providing documents or correspondence in an alternative format to aid those with learning or cognitive disabilities.

- c) Allowing extra time for responses or providing alternative means of communication such as email or telephone for those with communication difficulties
- d) Providing sign language interpretation or other communication support
- e) Ensuring physical access to council buildings or facilities, including ramps, lifts, and accessible toilets
- f) Adjusting workspaces or equipment to accommodate disabilities.
- g) Providing alternative accessible formats for council events or public meetings

## 6. Requesting a Reasonable Adjustment

- 6.1 The Council will routinely ask if reasonable adjustments are required when individuals access its services. However, individuals are also encouraged to contact the Council at any time to request an adjustment.
- 6.2 The Council will make every effort to accommodate requests and will suggest additional adjustments where appropriate. The Council may also recommend adjustments that the individual may not have thought of, to ensure that their needs are fully met.
- 6.3 In some cases, people will not know what adjustments they require or what can be provided, and in these circumstances, we can discuss a range of possible options to meet the individual needs.
- 6.4 Customers can request that we make reasonable adjustments in the following ways:
  - in person
  - in writing for example by email, by post, text
  - by telephone
  - by a family member when we have been given permission to do so; and or
  - a member of staff may suggest for one to be made, when they are aware it will support the customer needs.

## 7. The Council's assessment and response to a request

- 7.1 We will not assume what reasonable adjustments a disabled person may need. But we will consider any request and discuss this with the person to agree any possible changes.
- 7.2 Before making reasonable adjustments, we need to consider some important factors:
- what the disadvantage would be if the change was not made.
  - whether the change will be effective in reducing the disadvantage
  - how practical it is to make it.
  - whether it would disrupt our other activities
  - the cost and availability of resources, including external help and finance.
- 7.3 The Council will assess requests for reasonable adjustments on a case-by-case basis, taking into account factors such as the nature of the adjustment, the cost and practicality of making the adjustment, and the availability of resources. The Council will aim to agree on reasonable adjustments with a minimum of delay and implement them in a timely way. If the Council cannot agree to make an adjustment, it will provide a clear explanation of why it is not possible and suggest alternative adjustments where appropriate.
- 7.4 It needs to be remembered that there may be several different options to providing a reasonable adjustment. A customer may be insistent that they are provided an adjustment that they have suggested, however, the Council can suggest an alternative adjustment which it believes is reasonable also.

## 8. Keeping a Record of Customer's Needs

- 8.1 Any request by a person will be recorded onto Nuneaton and Bedworth Borough Council's relevant internal systems and will be used to meet the person's specific needs (each time they contact the relevant service where relevant) throughout their interactions with the Council.

- 8.2 We are committed to ensuring that individuals' privacy is protected and will only collect, use and store their personal data in line with the General Data Protection Regulation 2016 and the Data Protection Act 2018.

## 9. Our Employees

- 9.1 Our employees will be made aware of the principles of reasonable adjustments, to ensure that they can provide an inclusive service to all residents. This will be included within the Council's equality training course, which all Council employees must attend every three years.

## 10. Equality within the Council decision making process

- 10.1 As part of the Council's decision making process, each report the Council produces requires the report writer to consider any impact the decisions of the report will have on equality matters.
- 10.2 Where it has been deemed there are equality matters to address, that report will include an Equality Impact Assessment which will set out the potential equality issues the decision poses and how the Council is going to work to mitigate any impact on Protected Characteristics.

## 11. Review

- 11.1 If an individual is unhappy with the council's response to a request for reasonable adjustments or with the adjustments made, they can ask for this to be reviewed. The Council will respond to a review in a timely manner, and work with the individual to resolve any issues.
- 11.2 Details of how to make comments, give feedback or make a complaint can be found here:  
<https://www.nuneatonandbedworth.gov.uk/contact-us/customer-feedback>

The Council website is compliant with all legal requirements for accessibility.



Equality Impact Assessment - Screening

Name of Policy/Procedure/Service	Reasonable Adjustments Policy
Service Unit	Housing and Community Safety
Date of Implementation	TBC

Does this policy/procedure/service have any differential impact on the following groups/people? (please tick):

<i>Group</i>	This may have a positive impact	This may have a negative impact	No adverse impact
Age	X		
Disability	X		
Gender			X
Gender Reassignment			X
Marriage and Civil Partnership			X
Pregnancy and Maternity	X		
Race – which includes ethnic or national origins, colour, caste or nationality	X		
Religion or Belief – this also includes no religion/belief	X		
Sexual Orientation (Including LGBT)			X
Impact on Serving and/or Ex Serving Armed Forces Personnel and their families			X

Please tick if you believe that this document:

Should proceed to a Full Impact Assessment	<input type="checkbox"/>	Red
Needs some minor changes, but does not need a Full Impact Assessment	<input type="checkbox"/>	Amber
Needs no further action	X	Green

Comments (If any):

No issues identified. Policy is intended to have a positive impact on several of the protected characteristics.

Signed	
Officer completing assessment	Craig Dicken
Date	16 <sup>th</sup> May 2025

2025

## Hoarding Policy (Social Housing)

Nuneaton  
&  
Bedworth   
**United to Achieve**

Housing & Community Safety  
Nuneaton and Bedworth  
Borough Council  
07/11/2025

## Hoarding Policy (Social Housing) Quality Record

Revision	Date	Description	Stage	Agreed
V1.0	12 <sup>th</sup> September 2025	First Revision	Draft	Sent to Amy Pittam, Kayleigh Garner, Vicki Hibbs, Lydia McLeod, Faheem Sheikh, and Craig Dicken 12.09.25
V1.1	3 <sup>rd</sup> October 2025	Second Revision	Draft	Sent to Capital, Repairs, Health & Safety, Environmental Health, Joy Smith 03.10.2025
V1.2	7 <sup>th</sup> November 2025	Third Revision	Draft	Feedback reviewed and implemented
V1.3	7 <sup>th</sup> November 2025	Equality & Impact Assessment	Draft	Equality and Impact Assessment Completed
		Single Member Decision	Final	

### Author and Version information

**Name:** Thomas Venus

**Approved by:** IN DRAFT

**Version no:** V1.3

**Date:** 07/11/2025

V1.3 November 2025

Hoarding Policy 2025  
[www.nuneatonandbedworth.gov.uk](http://www.nuneatonandbedworth.gov.uk)

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## 1. Introduction and Policy Statement

- 1.1 This Hoarding Policy outlines how Nuneaton and Bedworth Borough Council will effectively address, tackle, and reduce hoarding within Nuneaton and Bedworth Borough Council Social Housing properties owned and managed by the Council's Social Housing & Community Safety directorate.
- 1.2 This policy sets out how the Council identifies and supports tenants who are exhibiting hoarding behaviours. In addition, this policy outlines what actions will be taken to address hoarding within our properties to maintain safe homes for tenants to live in and to reduce any associated risk of harm to the tenant, property, and wider community.
- 1.3 The focus of this Hoarding Policy is to outline how the Council will use and exhaust all opportunities to support tenants to sustain their tenancy, maintain their wellbeing and property condition, and manage any associated risks to the tenant and wider community.

## 2. Purpose and Principles

### 2.1 Purpose

The purpose of this policy is to ensure that the Social Housing & Community Safety directorate adopts a consistent, fair, and transparent approach to:

- Safeguarding and Risk Management – ensure risks posed to anyone residing in a council property where there is hoarding are identified and assessed, e.g. level of hoarding, fire risks, obstructed access, inability to complete repairs and improvements, unsafe hoards, or unsanitary property conditions.
- Health and Wellbeing – supporting tenants to improve their health, wellbeing and living conditions by working in a human centred way to promote tenancy sustainment.
- Awareness and Education – ensure all staff that visit tenants in their homes have an awareness of why someone may exhibit hoarding behaviours, what to do if they encounter a hoarded property, and the support available to those that hoard.

## 2.2 Principles

Nuneaton and Bedworth Borough Council will be guided by the following principles when handling cases of Hoarding:

- We will have a fit for purpose hoarding policy and procedure in place, available to all staff to take the most effective action to manage hoarding within our properties.
- We will have dedicated Tenancy Support Officers (General Purpose) & Wellbeing Officers (Independent Living) employed to work directly with tenants exhibiting hoarding behaviours to assist and support them in managing the risk at the property.
- We will commit to ongoing review of best practice and training needs to ensure all Landlord Services staff are able to recognise hoarding and have the tools to talk to tenants about the issue and are aware of the support available.
- We will ensure new tenants are made fully aware of their responsibilities under the tenancy agreement. We will support all tenants to manage their tenancies appropriately, making referrals to external support services as and when necessary.
- We will only use legal powers available to us under housing legislation and the tenancy agreement as a last resort. We will ensure that all other reasonable avenues to assist the tenant in sustaining their tenancy have been explored before taking this option.

## 3. Definitions

### 3.1 What is Hoarding?

Hoarding is now being recognised as a distinct mental health difficulty of its own, with specific issues affecting access to services and psychological intervention. Hoarding can have a huge impact on a person's ability to function independently and can carry a high level of risk for themselves and others. It can cause high levels of distress for those sharing a home with or living close to the person who hoards and can cause difficulties for communities working with people who hoard.

Hoarding is recognised as the excessive accumulation of items and the inability to discard items to the extreme that a person is unable to manage

the clutter or their home. This also impacts the tenant's ability to properly and fully live in their home.

- 3.2 There are several key definitions in relation to the behaviour known as Hoarding which highlight some of the challenges presented when supporting a tenant who may have a property that could be considered hoarded.

The NHS defines Hoarding Disorder as follows:

*"A hoarding disorder is where someone acquires an excessive number of items and stores them in a chaotic manner, usually resulting in unmanageable amounts of clutter. The items can be of little or no monetary value."*

(<https://www.nhs.uk/mental-health/conditions/hoarding-disorder>, June 2025)

The NHS further explains that Hoarding is considered a significant problem if:

1. *"The amount of clutter interferes with everyday living – for example, the person is unable to use their kitchen or bathroom and cannot access rooms."*
2. *"The clutter is causing significant distress or negatively affecting the quality of life of the person or their family – for example, they become upset if someone tries to clear the clutter and their relationship suffers."*

- 3.3 The World Health Organisation (WHO) has developed a clinical classification of Hoarding Disorder and published it within the International Classification of Diseases (ICD). The most recent revision of this publication, known as ICD-11, defines Hoarding Disorder as:

*"Hoarding disorder is characterised by accumulation of possessions due to excessive acquisition of or difficulty discarding possessions, regardless of their actual value. Excessive acquisition is characterized by repetitive urges or behaviours related to amassing or buying items. Difficulty discarding possessions is characterized by a perceived need to save items and distress associated with discarding them. Accumulation of possessions results in living spaces becoming cluttered to the point that their use or safety is compromised. The symptoms result in significant distress or significant impairment in personal, family, social, educational, occupational or other important areas of functioning."*

(<https://icd.who.int/browse/2025-01/mms/en#1991016628>, World Health Organisation, June 2018)



## 4. Legal Framework and Self Neglect

4.1. The key legislation in relation to Hoarding is The Care Act (2014). The Care Act 2014 (<https://www.legislation.gov.uk/ukpga/2014/23/contents>) reformed adult social care in England, introducing a national eligibility threshold, new rights for carers, and duties on local authorities to focus on wellbeing, prevention, information, and integration of health and social care.

4.2. The Care Act 2014 (statutory guidance updated July 2025) included self-neglect as a category of abuse and neglect, and so the adult safeguarding duties outlined in the Care Act apply equally to cases of self-neglect. However, in relation to self-neglect, the Care Act statutory guidance acknowledges:

*"This covers a wide range of behaviour neglecting to care for one's personal hygiene, health or surroundings and includes behaviour such as hoarding. It should be noted that self-neglect may not prompt a section 42 enquiry. An assessment should be made on a case-by-case basis. A decision on whether a response is required under safeguarding will depend on the adult's ability to protect themselves by controlling their own behaviour. There may come a point when they are no longer able to do this, without external support."*

4.3. The Care Act 2014 introduced new responsibilities and duties for local authorities in England. The Act is clear that self-neglect is a form of abuse, and hoarding behaviours can be considered as self-neglect. In practice, this means that a person's hoarding may trigger a safeguarding investigation. The Act has led to the development of hoarding frameworks and hoarding boards, so a multi-agency approach can be taken to assess and manage risk

4.4. Alongside The Care Act (2014) there is additional legislation that may be relevant when supporting a tenant with suspected Hoarding Disorder. These include:

1. The Mental Health Act (1983) which was substantially amended in 2007 is the law in England and Wales that allows people with a 'mental disorder' (i.e. any disability or disorder of the mind) to be admitted to hospital, detained, and treated without their consent.

2. The Prevention of Damage by Pests Act (1949) can be used to enforce against hoarders but only if there is visible sight of rats or pests. Alternatively, under the Public Health Act 1936 or the Prevention of Damage by Pests Act 1949, a 'threat of disease' or 'nuisance' can be used to get a warrant to enter the tenant's home and can lead to compulsory clearing and/or removal of items from the home.
3. The Mental Capacity Act (2005) implemented in 2007, provides a statutory framework to empower and protect vulnerable people who cannot make their own decisions. This Act makes clear who can take decisions, in which situations, and how they should go about this.
4. The Anti-Social Behaviour, Crime and Policing Act (2014) can be considered where enforcement is deemed appropriate. Options include issuing Acceptable Behaviour Contract's (ABC) to outline expectations of tenant's behaviour. The Act also allows for consideration of a Civil Injunction in relation to access to the tenant's property or where nuisance behaviours are impacting the housing management function of the Council. A Community Protection Notice (CPN) can also be considered to allow remedial works to take place.
5. The Environmental Protection Act (1990) can be considered by local authorities to tackle the consequences of hoarding when the accumulation of waste or objects becomes a statutory nuisance or a risk to public health.
6. The Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025 are regulations also known as "Awaab's Law" after Awaab Ishak who died because of a respiratory condition in December 2020. In 2022 it was ruled that prolonged exposure to mould in his home contributed to his health condition and death. This legislation puts requirements onto Social Housing landlords to tackle the 29 hazards as identified in the Housing Health and Safety Rating System (HHSRS). These hazards may be identified in a hoarded home and require action within designated time frames.
7. The Animal Welfare Act 2006 is relevant to hoarding if there are animals being kept inside a hoarded property. This legislation places a duty on staff to ensure no unnecessary suffering of an animal through their actions or failure to act. In cases of hoarding a referral will be completed to the relevant animal agency such as the Royal Society for the Prevention of Cruelty to Animals (RSPCA) when

potential harm or unnecessary suffering is identified. Nuneaton and Bedworth Borough Council's Animal Warden will also be notified and involved where required.

## 5. Hoarding Management

- 5.1 Nuneaton and Bedworth Borough Council will handle hoarding situations sensitively recognising that they can be the result of the outlined Mental Health condition or past trauma and can negatively impact on the tenant if handled poorly. Tenants who hoard may have a strong emotional connection to their items regardless of how others may perceive their value. This fear of losing the items can cause distress for the tenant. Nuneaton and Bedworth Borough Council will take a human-centred and harm focused approach to supporting tenants with a hoarded property to manage and reduce the risk of harm.
- 5.2 Council Staff will take a collaborative multi-agency approach to determining what actions we take in relation to a Hoarding situation involving one of our tenants. This process will include a discussion with Team Leaders, Line Managers, Adult Social Care and Health Care professionals, Warwickshire Fire and Rescue Service, experienced colleagues, and the tenant themselves.
- 5.3 It is acknowledged that whilst tenants have certain responsibilities in relation to adhering to their Tenancy Agreement that Hoarding is considered a Mental Health Condition or Disorder. This means that a tenant in a Hoarding situation could be considered disabled under the meaning of the Equality Act (2010) definition of a protected characteristic. Staff Members representing the Council will therefore handle investigations of hoarding cases with sensitivity. This will require staff to balance the need to challenge breaches of tenancy with support for individuals to sustain their tenancy.
- 5.4 Engagement & Staff Safety
- Nuneaton and Bedworth Borough Council will engage with the tenant at the earliest opportunity where concerns of suspected hoarding are identified. This initial engagement will include rapport building to develop and engender trust between all involved parties. It must be clear to the tenant that our goal is to support the tenant to sustain their tenancy and we are there to facilitate every opportunity that we can towards this end. At the earliest opportunity the tenant will be made aware that if improvements to the property condition are not managed there is a risk to the tenancy which could result in legal action or eviction.

- 5.5 An in person visit to the Property will be arranged at the earliest opportunity through correspondence with the tenant via in person conversations, letters, phone calls, texts or e-mails. During the visit the Council's staff will take reasonable precautions in relation to their own personal health and safety.
- 5.6 The reasonable precautions Nuneaton and Bedworth Borough Council staff takes when visiting a hoarding property may include but is not limited to:
- PPE such as suitable gloves, masks, clothing and footwear.
  - Consider a two-person joint visit.
  - Ensure pets are kept away from staff where doors cannot be safely closed.
  - Consider sharps awareness and discuss with the tenant prior to moving room to room.
  - Council Staff will leave if the tenant becomes verbally abusive, aggravated or aggressive and a further risk assessment completed.
- 5.7 The Warwickshire Vulnerable Adult Risk Management (VARM) process will be considered at the earliest possible opportunity and discussed with the tenant. This will aim to:
- Identify the safeguarding risks with the adult
  - Convene a multi-agency discussion with the adult and/or their advocate alongside Adult Social Care and Mental Health Teams.
  - Agree agency responsibilities, actions and timeframe to manage risks
  - Record, monitor and review the risk management plan
  - Agree when risks have been sufficiently managed and record the outcome
  - Obtain consent for on-going referrals for the tenant.
- 5.8 During the initial engagement period with the tenant a discussion with the tenant will take place to determine their preferred method of communication and contact with Nuneaton and Bedworth Borough Council. This will be documented alongside any physical or mental health conditions and recorded on the Council's Housing Management System and adhere to all compliance requirements under the Data Protection Act (2018).
- 5.9 Risk Assessment
- During the initial engagement process with the tenant a full Risk Assessment of the tenant's circumstances will be initiated by the Tenancy

Management Officer (TMO) or Tenancy Support Officer (TSO). This will include, but is not limited to:

- Discussion with the tenant about their physical and mental health support needs. Identification of any tenant vulnerabilities including potential risky behaviours such as drug or alcohol dependence.
- Confirmation and details of any existing support networks such as Next of Kin, close friends, charities, professional agencies, or external third parties already engaged with the tenant.
- Consent to be obtained for onward referrals to Adult Social Care, Mental Health, General Practitioner, and Warwickshire Fire and Rescue Service.
- Identification of any risks within the tenants Property including fire risk, access and egress from the Property, electrical safety concerns and cleanliness and personal hygiene.
- Photographs being taken of the Property and saved to the Housing File and CX case.
- Completion of a Vulnerable Adult Risk Management (VARM) Assessment Form (See Appendix A).

5.10

#### Clutter Image Rating Scale

The Clutter Image Rating Scale (CIRS) was developed by the International OCD Foundation to provide a framework for professionals to determine the level of clutter within a property (See Appendix B).

Hoarding behaviours that are a fire risk with clutter within the home of CIRS level 7 or above will meet the threshold for Intervention and Support. If the tenant's property is assessed by the Tenancy Management Officer or Tenancy Support Officer as meeting level 7 on the Clutter Image Rating Scale a Hoarding Case is to be opened on CX and an appropriate Action Plan developed as part of a multi-agency approach to support the tenant and manage any associated risk.

5.11

#### Action Plan

Upon identification of a hoarded property, as part of our multi-agency approach to supporting tenants with a Hoarding Disorder or living in a hoarded dwelling an Action Plan will be developed. This Action Plan will be developed in partnership with Warwickshire Adult Social Care, Coventry and Warwickshire Mental Health Teams, Warwickshire Fire & Rescue Service, the tenants support network, and the tenant themselves.

Nuneaton and Bedworth Borough Council will always assume that our tenants have full Mental Capacity unless a suitability trained and qualified professional determines this not to be the case. Where Staff have

concerns around the Mental Capacity of a tenant then a suitable Safeguarding Referral will be completed as soon as reasonably possible.

The Action Plan will consider whether a temporary or permanent Decant or Management Move is required for the tenant taking into consideration the Decant and Management Move Policies. In addition, an assessment of the case will be made by the relevant staff member utilising any photographs taken or risk assessments completed.

This will determine if there are risks and concerns within the property such as:

- Lack of escape route from the property
- Poor electrical setup such as daisy chaining of extension cables or electrical appliances and sockets buried under possessions posing a fire risk
- Environmental concerns and unsanitary conditions
- Outstanding repairs including any concerns in the property around the Housing Health and Safety Rating System (HHSRS) contained within the Housing Act (2004).
- Any hazards identified in line with the 'Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025' known as "Awaab's Law". These will be referred to the Council's Repairs Hub for triage in line with Awaab's Law timeframes and to determine if the concerns fall outside of scope of Awaab's Law.

#### 5.11

As part of the Action Plan, Staff will take a phased Problem-Solving Approach and consider all possible options to resolve, improve, or manage the hoarding case in partnership with the tenant. The plan developed with the tenant will focus on the emergency or life-threatening issues first.

Options include but are not limited to:

- Tenant removal and disposal of items agreed and identified.
- Removal, storage, and disposal of items by the Council or outside agency. This may be re-charged to the tenant.
- Deep clean of the property or clearance. This may be re-charged to the tenant.
- Repairs Inspector visits and repairs completion over time, for example installation of extra fire alarms whilst the property is slowly being cleared.
- Joint visits with Adult Social Care or Mental Health professionals

#### 5.12

Information Sharing, Data Protection and GDPR

As part of the Action Plan with tenants every reasonable effort will be made to obtain consent from tenants to complete referrals to external outside agencies such as Adult or Children's Social Care, Mental Health, the Police and Warwickshire Fire and Rescue. On some occasions severe safeguarding concerns may override the requirement for consent. However, on every occasion all personal data and protected data will be treated in line with the Council's Privacy Notice in relation to the Data Protection Act (2018).

Under the UK GDPR, the Council must have a lawful basis to process personal data. For safeguarding purposes, we rely on the following:

- Article 6(1)(c) Processing is necessary for compliance with a legal obligation.
- Article 6(1)(e) Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority.

Where special category data is processed (e.g. health, ethnicity, or criminal offence data), we rely on:

- Article 9(2)(g) Processing is necessary for reasons of substantial public interest.
- Article 9(2)(h) Processing is necessary for the provision or management of health or social care services.

## 6. Safeguarding

### 6.1. Immediate Risk

Where an immediate and imminent risk of serious harm is identified the Staff Member engaging with the tenant will complete a dynamic risk assessment. If emergency services are required then contact will be made with the relevant service via 999, 101 or NHS 111. An urgent discussion will take place with Line Management to determine if a temporary decant is required in line with Nuneaton and Bedworth Borough Council's Decant Policy.

### 6.2 DASH Safeguarding Referral

Upon the identification of a possible Hoarding situation, whether meeting the Clutter Image Rating Scale (CIRS) level 7 or not, a Safeguarding Referral to Nuneaton and Bedworth Borough Council's Equality and Safeguarding Officer will be completed. This referral will then be assessed,



and a discussion will take place with involved staff to determine appropriate next steps.

### 6.3 Adult Social Care Referral

Where consent has been obtained, or consent refused but a high level of risk identified, a referral will be made to Warwickshire County Council's Adult Social Care Team. This will be completed by sending an e-mail to [adultreferrals@warwickshire.gov.uk](mailto:adultreferrals@warwickshire.gov.uk) with all relevant details of the tenant with the associated concerns and potential risks. Alternatively, a phone call can be made to Warwickshire Adult Social Care on 01926 412080. Any phone call will be followed up with an e-mail to the referral address and documented on the tenants Housing File.

### 6.4 Children's Social Care Referral

If a hoarded property is identified as also housing children, then a referral to Children's Social Services will be considered to obtain extra support for the family. Where consent has been obtained from the child's parents, or consent refused but a high level of risk identified, a referral will be made to Warwickshire County Council's Children's Social Care Team. This referral will be made through a call to Family Connect on 01926 414144 during working hours. Outside of working hours or late in a working day a referral will be made to the Emergency Duty Team on 01926 886922. Warwickshire County Council's Spectrum of Support can be consulted prior to any referral being made to decide if concerns require a referral.

### 6.5 Mental Health Referral

Where consent has been obtained, or consent refused but a high level of risk identified, a referral will be made to Coventry and Warwickshire Partnership NHS Trust. A referral will be made to the Mental Health Access Hub by calling 08081 966 798 or an e-mail will be sent to [mhreferrals@covwarkpt.nhs.uk](mailto:mhreferrals@covwarkpt.nhs.uk) with all relevant details of the concerns for the tenant, their contact details including registered GP surgery if known, their living circumstances, and any possible risks identified. Alternatively, a call will be made to NHS 111 and the Mental Health Option chosen to complete the referral.

### 6.6 Warwickshire Fire and Rescue Service Referral

Warwickshire Fire and Rescue are of particular importance where a Hoarding Case is identified or there is an increased risk of fire. Properties high on the Clutter Image Rating Scale present a high risk to any fire



officer in attendance to an incident. A safe and well check is key for these individuals and to ensure that Warwickshire Fire and Rescue are aware of the risk and can initiate their support processes. It is often the case that people are more willing to allow the Fire Service into their property than any other professionals. The Council will refer the adult for a safe and well check with Warwickshire Fire and Rescue Service by completing a referral form available online here: [Warwickshire Fire and Rescue Safe and Well Referral Form](#)

## 6.7 Mental Capacity

The Council will always assume a tenancy has capacity, unless it is confirmed or stipulated otherwise by appropriate professionals such as Social Services or trained NHS staff. In cases where a tenant does not have capacity to manage their tenancy there are legal and safeguarding checks the Council must complete to ensure we are compliant with the Mental Capacity Act 2005.

If a tenant is determined by professionals to lack capacity, then Nuneaton and Bedworth Borough Council will work in partnership with professionals, support agencies, Next of Kin, and designated Deputies or those with Lasting Power of Attorney to make decisions in the best interests of the tenant at all times.

## 7. Enforcement

- 7.1 Nuneaton and Bedworth Borough Council has a duty to ensure the appropriate use of its Housing Stock. This includes ensuring that the Decent Home Standard is met and that tenants are living in a property that is fit and suitable for human habitation. In certain circumstances, where all appropriate support and assistance has been offered, and the property condition remains poor and there is an on-going significant risk of harm to the tenant or wider community then enforcement action may be considered by Council. The tenant will be informed in writing any time that legal action is being considered. If the tenant requires reasonable adjustments, for example large print, braille, or in person notification via a conversation then this adjustment will be made.
- 7.2 Once all opportunities to assist the tenant in sustaining their tenancy have been exhausted, a referral to the Council's Homelessness Prevention Team and Housing Solutions Team will be completed.
- 7.3 A meeting will be arranged with the Tenancy Management Officer, Tenancy Support Officer, and either the Tenancy Engagement Team

Leader or the Landlord Services Manager to discuss and evaluate the case and associated risks.

- 7.4 Once this meeting has taken place, a joint decision will be made whether to proceed to Enforcement Action or to continue to manage, monitor and review the risk where appropriate.

Enforcement options include:

- Community Protection Notice (CPN)
- Referral to Environmental Health for Enforcement under The Prevention of Damage by Pests Act 1949
- Civil Injunction
- Possession (Eviction) Proceedings
- Item/Clutter Clearance and Deep Clean (possible re-charge to tenant)

- 7.5 Enforcement action will be taken as a last resort where all relevant support and safeguarding assistance has been offered and documented, or where the risk remains too high to be reasonably managed with the tenant remaining at the property.

## 8. Equality

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

- 8.2 Nuneaton and Bedworth Borough Council also understands the requirements to provide reasonable adjustments to vulnerable individuals, those with disabilities, or protected characteristics. Wherever possible in cases of hoarded properties Nuneaton and Bedworth Borough Council will make any reasonable adjustment where possible to assist the tenant to sustain their tenancy or to safeguard them from harm.

## 9. Related Documents

- 9.1. This policy refers to the following documents:

- Tenancy Agreement
- Hoarding Procedure
- Safeguarding Policy
- Vulnerable Persons Policy

- Dementia and Complex Needs Policy
- Anti-Social Behaviour Policy
- Damp and Mould Policy
- Recharge Policy
- Decant Policy
- Property Condition and Garden Policy
- Downsizing Policy
- Equality Policy
- Allocations Policy

## 10 References

### 10.1 This policy refers to:

- Care Act 2014
- Mental Capacity Act 2005
- Mental Health Act 1983
- Equality Act 2010
- Housing Act 2004
- Housing Act 1985
- Anti-Social Behaviour, Crime and Policing Act 2014
- The Prevention of Damage by Pests Act 1949
- Environmental Protection Act 1990
- Social Housing (Regulation) Act 2023
- The Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025
- Data Protection Act (2018)

## 11. Review Date and Responsibility

- 11.1 This policy will be reviewed every three years or on the introduction of new legislation; regulation; or good practice.
- 11.2 The Landlord Services Manager retains the overall responsibility for the implementation of this Policy. The Tenancy Management & Engagement Team Leader and Independent Living Team Leader are responsible for the operational delivery of this policy and the associated procedures. This includes responsibility for monitoring and reviewing, staff awareness and training, policy development and communication to tenants.
- 11.3 Delegated authority to change; amend; and update this policy will be given to the Landlord Services Manager or Director for Social Housing & Community Safety in consultation with the Portfolio Holder.

---

*This document has been published by Nuneaton and Bedworth Borough Council*

*7<sup>th</sup> November 2025*

*02476 376 406 (Housing)*

*[tenancy.officers@nuneatonandbedworth.gov.uk](mailto:tenancy.officers@nuneatonandbedworth.gov.uk)*

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## **APPENDIX A – Hoarding Risk Assessment**

### **VARM Risk Management Plan:**

*INSERT NAME OF ADULT*

DOB:

Address:

Unique VARM ID #:

Date of meeting:

Probability / Likelihood	Consequence/Impact				
	Insignificant / Negligible (1)	Minor (2)	Moderate (3)	Major (4)	Catastrophic (5)
Almost Certain (5)	5	10	15	20	25
Likely (4)	4	8	12	16	20
Possible (3)	3	6	9	12	15
Unlikely (2)	2	4	6	8	10
Rare (1)	1	2	3	4	5

The Risk	Potential Consequences of the Risk	RAG Score	Actions to Mitigate Risk (Include additional resources if required)	By whom	By When


**APPENDIX A – Continued:**

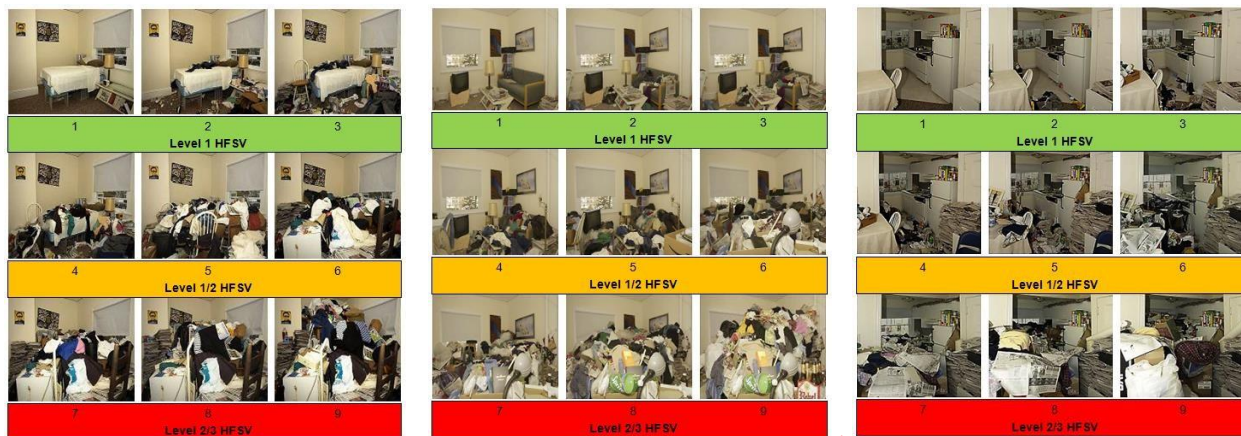
Agreed date to review plan:		Signature of Chair:	
		Date:	
Signature of Adult (if agreed):		Date:	

Triggers for Instigating Review of Plan	
Situation	Action to be taken

## **APPENDIX B – Clutter Image Rating Scale (CIRS)**

The Clutter Image Rating Scale is accessible here:

<https://hoardingdisordersuk.org/wp-content/uploads/2014/01/clutter-image-ratings.pdf>



Level 1 Clutter Image Rating Scale 1 - 3	Level 2 Clutter Image Rating Scale 4-6	Level 3 Clutter Image Rating Scale 7-9
Household environment is considered standard. No specialised assistance is needed. If the tenant would like some assistance with general housework or feels they are declining towards a higher clutter scale, appropriate referrals can be made subject to age and circumstances.	Household environment requires professional assistance to resolve the clutter and the maintenance issues in the property.  Carry out a Risk Assessment, confirm CIRS score. Consider DASH Safeguarding referral and referral to Warwickshire Fire and Rescue Service. Document support offered and signposting to relevant agencies such as Adult Social Care or Mental Health. Tenancy Management Officer engagement via Property and Garden Condition Policy.	<u>Multi-agency approach required.</u> Household environment will require intervention with a collaborative multi-agency approach with the involvement from a wide range of professionals. This level of hoarding constitutes a risk to health of the householders, surrounding properties and tenants. Safe and Well referral to Warwickshire Fire and Rescue Service. Carry out a Risk Assessment, confirm CIRS score, complete <u>ALL</u> Safeguarding referrals. Share risk information. Document everything.

## Equality Impact Assessment - Screening



Name of Policy/Procedure/Service	Hoarding Policy (Social Housing)
Service Unit	Housing and Community Safety
Date of Implementation	TBC

Does this policy/procedure/service have any differential impact on the following groups/people? (please tick):

Group	This may have a positive impact	This may have a negative impact	No adverse impact
Age			X
Disability	X		
Gender			X
Gender Reassignment			X
Marriage and Civil Partnership			X
Pregnancy and Maternity			X
Race – which includes ethnic or national origins, colour, caste or nationality			X
Religion or Belief – this also includes no religion/belief			X
Sexual Orientation (Including LGBT)			X
impact on Serving and/or Ex Serving Armed Forces Personnel and their families			X

Please tick if you believe that this document:

Should proceed to a Full Impact Assessment

☐ Red

Needs some minor changes, but does not need a Full Impact Assessment

☐ Amber

Needs no further action

X Green

Recommendations (If any):

No adverse impact identified. The Policy recognises hoarding as a mental health difficulty and is self-neglect (a type of abuse for adults). Mechanisms, such as a VARM and risk assessments, will be utilised in this policy to provide support for tenants.

Signed	
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Officer completing assessment	Craig Dicken
Date	10 <sup>th</sup> December 2025

DRAFT