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Date: 15th April 2026

**INDIVIDUAL CABINET
MEMBER DECISION**

Dear Sir/Madam,

The Cabinet Member for Housing (Councillor C. Watkins) is to consider the following reports and make a decision on **Thursday 23rd April at 2.00pm** 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. ASSET AND COMPLIANCE POLICIES - a report of the Assistant Director for Assets and Compliance, attached **(Page 4)**.
5. ACCESS POLICY – a report of the Assistant Director for Strategic Housing attached **(Page 55)**
6. HOUSING ALLOCATIONS POLICY– a report of the Assistant Director for Strategic Housing attached **(Page 82)**
7. MANAGEMENT MOVE POLICY – a report of the Assistant Director for Strategic Housing attached **(Page 127)**
8. SOCIAL HOUSING CONDUCT AND COMPETENCY POLICY – a report of the Assistant Director for Strategic Housing attached **(Page 146)**

NUNEATON AND BEDWORTH BOROUGH COUNCIL

Report to:	Individual Cabinet Member Decision – Councillor Christopher Watkins
Date:	23 April 2026
Subject:	Asset and Compliance Policies
Portfolio:	Housing & Communities (Councillor C Watkins)
Responsible Officer:	Lynn Joy – Assistant Director – Assets and Compliance
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:	Yes
Subject to Call-in:	Yes

1 Purpose of Report

1.1 The purpose of this report is to seek approval for the adoption of updated policies to ensure compliance with legislative and regulatory responsibilities. These policies aim to improve transparency, fairness, and accessibility for tenants while meeting statutory requirements under the Housing Act 1985 and the Social Housing (Regulation) Act 2023.

2 Recommendations

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

- Tenant Alteration And Home Improvement Policy
- Right To Buy Policy
- Leasehold Management Policy
- Damp And Mould Policy

3 Background

3.1 Nuneaton and Bedworth Borough Council (the Council) is committed to providing homes that are safe for our tenants to live in and are maintained to a decent standard. To achieve this we need to comply with relevant legislative and regulatory requirements. We have, therefore, reviewed our policies to ensure transparent for our tenants and have identified updates which are needed to the following policies:

- Tenant Alteration And Home Improvement Policy
- Right To Buy Policy
- Leasehold Management Policy
- Damp And Mould Policy

4 Reason for Recommendations

4.1 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.

4.2 Below is an explanation of each policy:

Tenant Alteration and Home Improvement Policy

4.3 The Policy sets out the Council's procedures when progressing applicant, leaseholder or ex-Council homes' applications to carry out applicant alterations and home improvements.

4.4 The Policy aims to enable applicants, leaseholder and owner/occupiers of ex-Council homes to understand what is considered an alteration and, should they wish to carry one out, how they can apply to the Council to undertake any works.

Right to Buy Policy

4.5 The Policy sets out the Council's approach to administering the statutory Right to Buy scheme for secure tenants.

4.6 It ensures that all applications are processed in accordance with relevant legislation and government regulations, while maintaining fairness, accuracy, and transparency throughout the process. The policy aims to provide clear guidance to tenants, safeguard vulnerable applicants, and promote responsible home ownership.

4.7 By adhering to published timeframes and eligibility criteria, the Council seeks to deliver an efficient and customer-focused service that supports tenants in making informed decisions about purchasing their homes

Leasehold Management Policy

4.8 The Policy outlines the Council's approach to meeting its obligations to leaseholders in accordance with the terms of their lease agreements and relevant legislation.

4.9 It aims to ensure that leaseholders receive a clear understanding of their rights and responsibilities, as well as the services provided by the Council.

4.10 The Policy explains how we will maintain and manage properties, administer service charges, and uphold standards of safety and compliance.

4.11 By following this policy, the Council seeks to deliver a fair, transparent, and consistent service that supports leaseholders in maintaining their homes and fosters positive relationships between all parties involved.

Damp and Mould Policy

4.12 The Council is committed to providing homes that are safe for our tenants to live in and are maintained to a decent standard.

4.13 This Policy sets out the activities and responsibilities involved in the control of Damp and Mould within our tenants' homes.

4.14 Under Awaab's Law all social housing landlords have a legal duty to respond to dangerous Damp and Mould within their properties within specific timeframes. Awaab's Law was introduced following the death of Awaab Ishak, a two year old child who tragically died in December 2020 due to prolonged exposure to mould in his home. His death highlighted systematic failures within the social housing sector as his parents had repeatedly reported the mould issue which was dismissed by their Landlord – a social housing provider. This Policy set out how the Council will comply with our duties under Awaab's Law.

5 Consultation with the public, members, officers and associated

- Capital Investment Service Manager
- Senior Leadership Team and their Directorates including Legal and Housing
- Housing Involved Tenant – Assets Panel
- Service Manager – Responsive Repairs and Maintenance
- Equalities and Safeguarding Officer

6 Financial Implications

6.1 There are no direct financial implications as a result of this report.

7 Legal Implications

7.1 The revised policies align with legislative and regulatory requirements.

8 Equalities

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

9 Health implications

9.1 None.

10 Climate and environmental implications

10.1 None.

11 Section 17 Crime and Disorder Implications

11.1 None.

12 Risk management implications

12.1 None.

13 Human resources implications

13.1 None.

14 Options considered and reason for their rejection

14.1 In formulating this report and recommendations, the following options were identified.

Option Ref	Option Title	Reason for reject or why the option and recommendation proposed in Section 2 of the report has been selected.
A	Do Nothing	Would result in noncompliance and reputational risk.
B	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:

- Appendix A – Tenant Alteration and Home Improvement Policy
- Appendix B – Right to Buy Policy
- Appendix C – Leasehold Management Policy
- Appendix D – Damp and Mould Policy

17 Background Papers

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

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Tenant Alteration and Home Improvement Policy

DRAFT

Document Title	Tenant Alteration and Home Improvement Policy
Document Owner	Assistant Director – Assets and Compliance
Version	1.0 to review outdated policy
Issue Date	
Next Review Date	2029

Stage	Description	Agreed
1 st revision	Review of outdated policy	3 February 2026
Equality Impact Assessment	EQIA completed and no further action	5 February 2026
Consultation	Housing – Involved Tenant Scrutiny Panel – Assets Panel	2 March 2026
	Senior Leadership Team	13 March 2026
Approval	Senior Leadership Team	
Single Member Decision	Portfolio Holder	

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1.0 Introduction

- 1.1 This Policy sets out Nuneaton and Bedworth Borough Council's (the Council's) procedures when progressing applicant, leaseholder or ex-Council homes' applications to carry out applicant alterations and home improvements (alterations).
- 1.2 The Policy aims to enable applicants, leaseholder and owner/occupiers of ex-Council homes to understand what is considered an alteration and, should they wish to carry one out, how they can apply to the Council to undertake any works.

2.0 Purpose

- 2.1 The purpose of this Policy is to:
- Explain what types of changes require consent.
 - Explain why consent might be refused
 - Outline what additional costs might be payable by the applicant
 - Outline the Council's and the applicant's responsibilities.
 - Outline the process for applying for consent including retrospective consent

3.0 Scope

- 3.1 This Policy applies to all Applicants, leaseholders and owner-occupiers of ex-Council homes who wish to carry out alterations or home improvements.
- 3.2 Proposed disability adaptations to Council properties are covered by the Council's Aids and Adaptations Policy for which there is a separate approvals process.

4.0 Definition

- 4.1 The Council defines an alteration to a property a change, installation, addition, removal or modification to the structure, layout, fixture, fitting, service, fabric, or external appearance of the property that was not originally provided by the Council. For the avoidance of doubt this includes:
- 4.2 any addition or alteration to the property's standard fixtures and fittings
- any addition or alteration connected to the services of the property
 - the carrying out of external decoration to the property
 - any structural alteration to the property
 - gardens works including decking, patios, sheds, etc
 - CCTV including video doorbells
 - adding a dropped kerb vehicle access onto the property
 - removal of ventilation
 - removal of flooring
 - any other adaptation or alteration completed at a property which would require Housing consent to meet with covenants that are noted within a lease agreement or house deed document.

5.0 Eligibility

- 5.1 Introductory Applicants are not eligible to apply or undertake any alterations in the property with the exception of the installation of utilities and the internet.

- 5.2 Applicants who are in arrears with their rent account, outstanding repair recharges, or have any active court cost account(s) with balances owed to the Council will not be eligible and any application will be refused.
- 5.3 Applicants of new build property will not be eligible to make alterations whilst the property is within the warranty period.

6.0 Council's Responsibilities

- 6.1 The Council will be fair and consistent when determining requests for alterations and improvements.
- 6.2 The Council will consider applications on a case by case basis.
- 6.3 When making decisions the Council will consider the effect of the works on neighbouring properties as well on their own asset.
- 6.4 The Council will not unreasonably withhold consent for application requests to undertake alterations to the premises.
- 6.5 Decisions will be confirmed in writing giving reasons for refusal if applicable.
- 6.6 The Council will aim to make a decision on the consent within 1 month of receipt of the application. Where further information or permissions are required the timescale may be extended.
- 6.7 Any inspection carried out by the Council does not constitute approval of workmanship nor acceptance of responsibility for future maintenance or repair of the alteration.
- 6.8 The Council will review the works once they have been completed to ensure they have been carried out in line with the consent granted. If the applicant has deviated from the consent granted the Council will work the applicant to make the necessary changes to bring the works in line with the permission. If this is not possible, the Council reserves the right to remove the alterations and return the property to its original condition with all costs being borne by the applicant.

7.0 The Applicant's Responsibilities

- 7.1 The applicant should seek permission from the Council for any alterations before applying for building control and planning approval. This is to ensure the applicant does not incur any unnecessary expense if they are refused permission by the Council
- 7.2 Written consent must be obtained for all alterations to a property from the Council prior to any works commencing as stated within the following:
- The Tenancy Agreement.
 - The Lease Agreement
 - The House Deed Documents (relating to ex-council homes)
- 7.3 Applicants must clear any debts owed to the Council including rent arrears, court costs, recharges and sundry debts prior to their request receiving consideration.
- 7.4 The tenant indemnifies the Council for any loss incurred as a result of any alteration that a tenant has completed at a property.

7.5 Applicants must ensure all other permissions, approvals or licences are obtained before any works commence together with paying for any fees or charges that may arise from such permissions. This may include:

- Planning consent
- Building regulations
- Permissions from utilities providers.

7.6 The applicant is responsible for ensuring that all works comply with relevant legislation, regulations and safety requirements.

7.7 Any conditions attached to the consent from the Council must be adhered to and failure to do so will be considered a breach of tenancy conditions.

7.8 Any alteration, fixture, fitting or installation introduced to the property by the applicant will remain the responsibility of the applicant for the repair, maintenance and replacement unless the Council confirms in writing that it has adopted responsibility for that item.

Works to be completed

7.9 All electrical work must be carried out by a qualified electrician and a certificate of compliance provided in accordance with the applicable Electrical Regulations.

7.10 In compliance with the Gas Safety (Installation and Use) Regulations 1998 (as amended), all work relating to the installation, removal or relocation of a gas appliance must be completed by a Gas Safe registered engineer.

7.11 In accordance with the Control of Asbestos Regulations (CAR) 2006 (as modified) any work on materials containing asbestos must be done by a suitably qualified individual including any asbestos removal works.

7.12 All works must be completed by a knowledgeable and appropriately qualified tradesperson and be carried out in line with current regulations.

7.13 Copies of all certification documents must be given to the Council for our records.

7.14 All approved alterations must be completed within a reasonable timeframe, to the appropriate standard of workmanship and in accordance with any other conditions applied. Consent is valid for a period of 6 months.

7.15 If the applicant needs to move out of the property whilst the works are undertaken this will be at their own expense. Rent will be charged regardless of whether the applicant vacates the property.

8.0 Decisions on Consent

8.1 The Council may add conditions to their consent for alterations which may include:

- Ensuring improvements adhere to current legislation or regulations.
- Ensuring the alteration meets with the appropriate Council standard specification, for example kitchen installation, window upgrade, fire door upgrade.

- Requesting information about the person carrying out the works to ensure they are being undertaken by a competent and registered person or company.
 - Provision of certificates, guarantees or warranties such as Gas Safe registration details.
 - Allowing access for the Council to inspect the works at any time during or after the works.
- 8.2 Consent for the alterations under this Policy is not Planning Consent therefore any alterations or adaptation the applicant wishes to progress will still be subject to the applicant submitting a separate Planning application where applicable.
- 8.3 The applicant will need to ensure the alterations comply with the relevant Building Regulations, obtaining and applying separately for any relevant Building Control approval.
- 8.4 The outgoing applicant will be recharged for any repairs the Council must carry out if they relate to or arise from alterations.
- 8.5 Rent will not be changed because of any alteration, even if the alteration effects the value of the property.
- 8.6 Consent for alterations are valid for a period of 6 months from the date of the consent letter being issued. It is then the applicant's responsibility to provide the Council with any requested documentation set out within the conditions of the consent. Failure to provide the documentation to the Council following the works within the 6 month period will result in the consent being revoked.

9.0 Refusals

- 9.1 If the Council refuses consent to a request for alterations it will provide the applicant with a written response giving a full explanation of the reasons for the refusal.
- 9.2 Where permission is refused the Council will not be liable for any costs incurred by the applicant in connection with the alteration or improvement. Nor will the Council be liable for any alterations carried out by the applicant with or without written consent by the Council.
- 9.3 Whilst each application is considered on a case-by-case basis, it is likely alterations will be refused if they result in:
- access being restricted to service points such as stopcocks
 - overcrowding
 - increased maintenance costs for the Council eg installation of solar panels
 - an increased fire risk
 - a reduction in living space
 - breaches any planning, building or other relevant legislation
 - any neighbouring properties being negatively impacted
 - the value of the property being reduced
 - reduce ventilation and increase damp risk
 - the home being considered difficult to let to future applicants
- 9.4 As a result of the above the following works are likely to be refused:

- fencing on open plan areas
- log burners or other solid heating appliances
- pet flaps in fire doors or doors leading to communal areas including front doors
- removal of internal walls to reduce the number of bedrooms
- removal and non replacement of any asset within the home such as heating
- installation of structures in communal areas

9.5 The above list should not be considered exhaustive.

9.6 If works are carried out without consent and retrospective consent is not granted and the applicant does not return the home to its previous condition the Council may do so and charge the applicant for these works.

10.0 Rechargeable Repairs

10.1 If upon inspection the work is found to be substandard or non-compliant the Council may stop the works and recharge the applicant for any works needed to make the property safe.

10.2 If the works cause unnecessary damage to the property either during or after they are carried out the Council may seek compensation to put the works right.

10.3 The Council retains the right to return a house to its original condition if it is dangerous or damaging the property or any neighbouring property's structure. Any costs associated with this will be payable by the applicant.

11.0 End of Tenancy

11.1 Applicants will be responsible for maintaining any alterations carried out during their tenancy. At the end of their tenancy the Council may ask the applicant to remove the works and return the property back to its original condition. Any costs associated with this request will be payable by the applicant.

12.0 Retrospective Consent

12.1 Applicants who are applying for retrospective consent following alterations that they have already completed will be required to pay the relevant retrospective permission administration fee. The Council will not progress with any application until the fee has been paid.

12.2 If the applicant has carried out alterations in the property, which have not been completed by a competent or suitably qualified person, or the works completed are to a poor standard resulting in a potential risk, property damage or hazard, then the Council will require the applicant to undertake the necessary remedial works to rectify the issue. If the applicant fails to resolve the problem within the notified timeframe, the Council may carry out the necessary works or appoint a suitably competent contractor to complete these works. The applicant will be recharged the costs associated for this work, in accordance with the Council's Recharging Policy.

13.0 Right to Buy

13.1 If an application for a Right to Buy is submitted and alterations have been completed without obtaining consent, the retrospective consent process will be progressed. This

will result in the applicant paying the relevant fee. The alteration will require consent to meet with the conditions of the deed or lease agreement.

14.0 Applying for Consent

14.1 In order to apply for consent including retrospective consent the applicant should contact customer.services@nuneatonandbedworth.gov.uk or 02476 376376.

15.0 Complaints Procedure

15.1 If there is dissatisfaction with any part of the process or the Council's actions, a formal complaint may be raised in any of the following ways.

- Via the Council's website www.nuneatonandbedworth.gov.uk
- By emailing Customer Services at customer.services@nuneatonandbedworth.gov.uk
- By letter to:
Customer Services
Nuneaton and Bedworth Borough Council
Town Hall
Coton Road
Nuneaton
CV11 5AA
- In person at the Town Hall.

15.2 Complaints should be resolved as soon as possible and within 10 days of the acknowledgement; for complex cases this may be extended for a further 10 working days. If matters cannot be resolved within the maximum timescale of 20 working days, we will contact the complainant to let them know of the delay and advise when we will be able to respond by.

15.3 The Housing Ombudsman can also be contacted at any point to offer free, impartial advice to applicants and leaseholders. Their contact details are as follows:

www.housing-ombudsman.org.uk

Telephone: 0300 111 3000

The Housing Ombudsman Service
PO Box 1484
Unit D
Preston
PR2 0ET

16.0 Equality and Diversity

16.1 The Council is committed to promoting equality of opportunity and to eliminating unlawful discrimination on the grounds of any of the Protected Characteristics listed within the Equality Act 2010 and any other difference that can lead to discrimination or unfair treatment fully considering the principles of legislation. The Council will also

be fully compliant with the Public Sector Equality Duty and take this into consideration within any decision-making process.

17.0 Legislation and Related Policies

17.1 The following legislation is relevant to this procedure:

- The Housing Act 1985
- The Town and Country Planning Act 1990 (as amended)
- Building Regulations 2010
- The Building (Approved Inspectors) Regulations 2010

17.2 The following Council policies are relevant to this procedure:

- Repairs Policy
- Tenancy Agreement
- Leasehold Policy
- Right to Buy Policy
- Recharge Policy

17.3 A full list of Council policies can be found at www.nuneatonandbedworth.gov.uk

18.0 Training and Awareness

18.1 Training and awareness of this Policy will be raised with relevant staff and published on our intranet system.

18.2 We will make people aware of this Policy through our website, social media, newsletters and information leaflets.

19.0 Monitoring and Review

19.1 This Policy has been written in line with current relevant Legislation and in consideration to other Council policies. This Policy will be reviewed and revised to reflect any legislation requirements and/or other guidance of good practice.

19.2 We will collect and provide monitoring and performance data as required to meet statutory and regulatory requirements.

19.3 This Policy will be reviewed every 3 years or when a change in legislation is received.

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Right to Buy Policy

DRAFT

Assistant Director – Assets
and Compliance
Nuneaton and Bedworth
Borough Council
2026 - 2029

Right to Buy Policy

Document Title	Right to Buy Policy 2026-2029
Document Owner	Assistant Director – Assets and Compliance
Version	Update to outdated policy
Issue Date	
Next Review Date	2029

Stage	Description	Agreed
1 st revision	To update the existing policy	3 February 2026
Equality Impact Assessment	EQIA completed and no further action	5 February 2026
Consultation	Housing – Involved Tenants Scrutiny Panel – Asset Panel	2 March 2026
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1.0 Introduction

- 1.1 This Policy sets out Nuneaton and Bedworth Borough Council's (the Council's) approach to administering the statutory Right to Buy scheme for secure tenants.
- 1.2 It ensures that all applications are processed in accordance with relevant legislation and government regulations, while maintaining fairness, accuracy, and transparency throughout the process. The policy aims to provide clear guidance to tenants, safeguard vulnerable applicants, and promote responsible home ownership.
- 1.3 By adhering to published timeframes and eligibility criteria, the Council seeks to deliver an efficient and customer-focused service that supports tenants in making informed decisions about purchasing their homes

2.0 Purpose

2.1 The purpose of this Policy is to:

- Set out the Council's procedures for processing Right to Buy applications.
- Ensure all applications are handled accurately, fairly, and in compliance with relevant legislation and regulations, including adherence to government response timeframes and eligibility criteria.
- provide a structured approach so that tenants receive clear communication and support throughout the process, while safeguarding vulnerable tenants from making hasty decisions.
- promote responsible home ownership ensuring transparency and consistency in the administration of the Right to Buy scheme.

3.0 Scope

3.1 This Policy applies to all secure tenants of the Council who are eligible to exercise their statutory Right to Buy under the Housing Act 1985 and subsequent amendments.

4.0 Operational Principles

4.1 To assist the effective delivery of the scheme, the Council will:

- provide essential financial information to tenants who intend to purchase a leasehold property, ensuring they fully understand the financial implication and the changes from a tenancy agreement to that of a lease agreement. These include for example, service charge implications for annual service charge and Section 20 major works.
- safeguard the interests of potentially vulnerable tenants by assisting in reducing the incidents of tenants making hasty decisions to buy their property.
- provide tenants with clear and easily understood communications regarding progression of their application.
- provide an efficient and effective service in processing Right to Buy applications, adhering to the relevant response timeframes.

- seek to provide such information and assistance as necessary, to ensure tenants and/or family members fully understand the process of the scheme.
- inform applicants of the progress of their application at all times to meet with the Government published key response timeframes.
- maintain full and accurate records of the processing of all Right to Buy applications in order that compliance with the relevant legislation can be clearly demonstrated.

4.2 This Policy sets out the Council's approach to its discretion to allow persons who meet the requirements or a relevant family member, but who are not resident at the property for the full 12 months prior to applying, to join in a Right to Buy application.

5.0 Council Responsibilities

5.1 The Council's legal services will act on behalf of the Council in the processing of Right to Buy sales once the tenant accepts their Section 125 offer.

5.2 The Council will appoint and pay for a Royal Institute of Chartered Surveyors (RICS) accredited surveyor to undertake the initial right to buy property valuation.

5.3 The Council will provide a limited repair service when a tenant submits a right to buy application. The Council will ensure it maintains the heating, water and sanitation services at the property, along with keeping the main dwelling watertight whilst the tenant has made their application to purchase.

5.4 The Council will obtain a signed authority to disclose form from the applicants and will progress with enquiries to seek confirmation of any previous tenancy history with a view to include any eligible years within the overall discount entitlement. Ultimately it is the tenant's responsibility to provide such evidence in relation to all historic tenancies held, in the event the Council's enquiries do not provide a conclusive outcome. The Council will then review any supporting evidence on a case by case basis.

5.5 The Council will issue the right to buy offer notice based on the confirmed total number of eligible years discount, applying the principle that only complete years of tenancy can be used. However, partial years will be added together from different tenancies to make up a complete year where applicable.

6.0 Tenant Responsibilities

6.1 Tenants must appoint and pay for their own Solicitor or a Licensed Conveyancer to undertake their legal conveyancing necessary to assist with their purchase

6.2 It is the tenant's responsibility to seek and pay for any specialist advice including arranging independent surveys which may be required to assist in the purchase of their home.

6.3 Tenants will be required to provide evidence/proof of previous tenancies held, which the Council can consider in their overall discount entitlement.

6.4 It is the responsibility of the tenant to appreciate the different types of property tenures - freehold and leasehold - and fully consider the effects of the lease or deed covenants.

- 6.5 If the property is sold as Leasehold, then service charges will apply. It is the responsibility of the tenant to enquire and understand the future cost implications of annual and major works service charges.
- 6.6 Where a property is deemed as non-traditional construction type, it is the tenant's responsibility before the sale takes place, to consider the purchase regarding mortgage availability and the future resale conditions of the property.

7.0 Performance Standards

7.1 The performance standards that the Council aims to achieve in relation to processing Right to Buy applications are outlined below. The following letters are issued by the Housing Team as part of the initial application processes:

- Issue the RTB2 form (notifying tenants whether their application has been accepted, denied or partly denied) within 4 weeks of receiving the RTB1 form, 8 weeks if the three-year qualifying period needs to be confirmed by another Public Sector Landlord.
- Issue offer notices within 8 weeks of issuing form RTB2 for a house, 12 weeks for a flat or maisonette.
- Submit a counter notice within 4 weeks of receipt of form RTB6 (from tenant giving initial notice of delay) explaining the reasons for the delay.
- If no reply has been received to the Section 125 offer letter after 12 weeks following issue, then a reminder will be sent to the tenant(s) by Nuneaton and Bedworth Borough Council giving a final 28 days to respond.
- If there is no response upon expiry of the 28 day notice letter period the application will be cancelled and a final letter sent to the tenant(s) confirming that their right to buy application has been withdrawn.

7.2 When the tenant has accepted their Section 125 notice and the Council's Legal Services team have been instructed to conduct the conveyancing process the following letters/notices may be issued by the Council's Legal Services team if no contact has been received from the tenant or their appointed legal representative:

- Where 3 months' have elapsed from the date of Section 125 notice, a first notice to complete will be issued to the applicant(s) in accordance with s140 of the Housing Act 1985, providing a period of 56 days for them to complete the Right to Buy purchase.
- If there is no reply received from the first notice to complete, then a final notice will be sent in accordance with s141 Housing Act 1985 giving a further (and final) 56 days to complete the transaction. If no contact is made, then the Right-to-Buy will automatically be deemed withdrawn and the file will be closed. The applicant will then need to submit a new application, if they still wish to exercise their right-to-buy.

8.0 Regeneration

- 8.1 The Council reserves the right to serve Demolition Notices under the Housing Act 2004, upon properties in specified neighbourhoods as part of any regeneration programme. Once an initial Demolition Notice has been served, the Council (as the Landlord) has the power to suspend any Right to Buy application before the sale is completed for a period of up to 5 years.
- 8.2 If a final Demolition Notice is served during the 5-year period, the right to buy is no longer available to any tenant of that property and any suspended Right to Buy applications in respect of that property will not be completed. The individual retains the right to apply to buy any other property belonging to Nuneaton and Bedworth Borough Council that they may subsequently occupy, so long as all other legislative criteria are met.

9.0 Repurchase of Properties

- 9.1 Leases and Deeds consider a buy back first refusal offer covenants, in accordance with Section 188 of the Housing Act 2004. If an individual has purchased their property under the Right-to-Buy scheme and wishes to sell it within 10 years from the date of purchase, they are first required to contact the Council of their intention to do so and offer the Council first-refusal to purchase it back. This must be done before the property is advertised for sale on the open-market and could affect the subsequent sale, if this condition is not complied with. It is the owners responsibility to ensure that they comply with the covenants in their deeds and to ensure that the Council is offered first refusal before the property is marketed for sale on the open market. Any individual's request to buy-back a property previously sold under Right to Buy will be dealt with and considered on a case-by-case basis. In accordance with Right-to-Buy provisions, any sale/transfer of the property (which is not exempted by statute) will trigger a repayment of the discount that was applied at the time of purchase.

10.0 Discount Waiver

- 10.1 In some scenarios, property sales may be exempt from the repayment of the discount, depending upon the circumstances surrounding the sale. An individual's request to waive the discount will be reviewed and considered on a case-by-case basis at the discretion of the appropriate officer on behalf of the Council.

11.0 Legislation and Family Members

- 11.1 The Right to Buy is protected by the Housing Act 1985. The legislation provides landlords with the discretion to allow persons who meet the requirements, or a relevant family member but who are not resident at the property for the full 12 months prior to applying, to join in a Right to Buy application.
- 11.2 Section 123 of the Act allows a tenant to include not more than three family members who are not joint tenants but who occupy the dwelling house as their only or principal home to share the Right to Buy.
- 11.3 Where the member of the tenant's family shares the Right to Buy with the tenant, the right belongs to the tenant and those members jointly and, they shall be treated as joint tenants in the conveyance. This means all the names will appear on all of the conveyancing documents.

- 11.4 In order for a family member to exercise their right to join in the Right to Buy, they must satisfy all three of the following requirements:
- 11.4.1 They must be a family member as defined by the Act in section 113 1) (a) who are specified as:
- The spouse or civil partner of the tenant; or the tenant and that person live together as if they were husband and wife or civil partners, or The tenant's parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece. The Act also specifies further at section 113 1) (b) how step relationships and relationships of half-blood or marriage are to be treated.
- 11.4.2 All family members should live at the property as their only or principal home.
- 11.4.3 All family members need to have been living at the property for 12 months immediately preceding the application.
- 11.5 All the above will require documentation and supporting evidence before an application can be processed and proceed. Failure to provide documentation will result in the family member denied to be part of the application
- 11.6 The Council could at its discretion allow persons who meet the requirement of a relevant family member, but who are not resident at the property for the full 12 months prior to application, to join in the right to buy application. Such requests would be reviewed by the appropriate Officer.
- 11.7 The Right to Buy cannot be exercised by the tenant or family members if they are subject to a pending bankruptcy petition, they have been made a bankrupt, they have a composition or arrangement with creditors outstanding, or they are subject to a debt relief order.
- 11.8 To promote responsible home ownership, the Council's policy is that it will not normally exercise its discretion to allow persons who have been resident at the tenant's property for less than 12 months to share the tenant's Right to Buy. Consent to applications to share the Right to Buy will not be granted unless this condition is met. Evidence must be produced to clarify residency.

12.0 Eligible Discount

- 12.1 The Council will also consider previously held tenancies that have been confirmed and evidenced, relating to other Local Authorities, Armed Forces Accommodation and eligible Housing Associations, when calculating a tenant's overall eligible discount entitlement.
- 12.2 The discount applicable is determined by Government Legislation and may change from time to time. Currently, a tenant exercising their Right to Buy will require a minimum of three years tenancy. The discount available for 3, 4 and 5 years tenancy is 35% for a house or bungalow or 50% for a flat or maisonette.
- 12.3 House sale tenants will be eligible for an additional 1% discount for each extra year they have lived in the property. This will be up to a maximum of 70%. The Council will also apply the relevant capped cash sum maximum as per regulations.

12.4 If the property is a flat, the tenant will be eligible for an additional 2% discount for each extra year they have lived in the property. This will be up to a maximum of 70%. The Council will also apply the relevant capped cash sum maximum as per regulations.

12.5 If a property is sold within five years of the date of purchase, some or the entire discount must be repaid back to the Council, as per legislation. The calculation for the repayment takes into account any change in the valuation of the property since it was purchased, together with the length of time since the property was purchased. The actual amount to be repaid will reduce by one-fifth for each of the five years remaining are required by current legislation as follows:

- In the first year: the entire discount – 100%
- In the second year: four-fifths - 80%
- In the third year: three-fifths - 60%
- In the fourth year: two-fifths - 40%
- In the fifth year: one-fifth -20%

13.0 Alterations to the Property before Purchase

13.1 Where alterations to the Property have been carried out without Council permission (refer to the Tenant Alteration Policy and Tenancy Agreement), the Council will aim to provide any necessary retrospective permissions to comply with the covenants noted with the deed/lease documents

14.0 Escalation to the Valuation Agency Office

14.1 Should a tenant wish to escalate a dispute or challenge following receipt of their Section 125 offer, they will need to place this request in writing. The Council will then escalate this request to the Valuation Agency Office who will progress with their dispute.

14.2 The Council will ensure they supply all requested documents to the Valuation Agency Office to assist them with the redetermination of the property valuation.

14.3 Following receipt of the outcome decision from the Valuation Agency Office, the Council will then reissue the tenants S125 Notice in accordance to the valuation figure supplied. The tenant will then have a further 12 weeks from the date of their reissued offer to decide if they wish to purchase.

15.0 Legislation and Policies

15.1 The Council operates the Right to Buy scheme for its secure tenants in accordance with regulations and time limits set out in the relevant Government legislation and regulations:

- Ministry of Housing, Communities and Local Government – Right to Buy a guide for local authorities.
- Housing Act 1980 (Amended 1985).
- Housing Act (1988, 1996, 2004).
- Housing (Right to Acquire) Regulations 1997.

- The Housing (Right to Buy) (Cost Floor) (England) Determination (1998).
- The Housing (Preservation of the Right to Buy) Amendment) Regulations (1999).
- Housing and Regeneration Act 2008.
- The Government Housing Strategy for England (Laying the foundations 2011).
- Housing (Right to Buy) (Limit on Discount) (England) Order 2012.
- The Equality Act 2010

15.2 A copy of all Council policies can be found at www.nuneatonandbedworth.gov.uk

16.0 Complaints Procedure

16.1 If there is dissatisfaction with any part of the process or the Council's actions, a formal complaint may be raised in any of the following ways.

- Via the Councils website www.nuneatonandbedworth.gov.uk
- By emailing Customer Services at customer.services@nuneatonandbedworth.gov.uk
- By letter to:

Customer Services
Nuneaton and Bedworth Borough Council
Town Hall
Coton Road
Nuneaton
CV11 5AA

- In person at the Town Hall.

16.2 Complaints should be resolved as soon as possible and within 10 days of the acknowledgement; for complex cases this may be extended for a further 10 working days. If matters cannot be resolved within the maximum timescale of 20 working days, we will contact the complainant to let them know of the delay and advise when we will be able to respond by.

16.3 The Housing Ombudsman can also be contacted any at point to offer free, impartial advice to tenants and leaseholders. Their contact details are as follows:

www.housing-ombudsman.org.uk

Telephone: 0300 111 3000

The Housing Ombudsman Service

PO Box 1484
Unit D
Preston
PR2 0ET

17.0 Equality and Diversity

17.1 The Council is committed to promoting equality of opportunity and to eliminating unlawful discrimination on the grounds of any of the Protected Characteristics listed within the Equality Act 2010 and any other difference that can lead to discrimination or unfair treatment fully considering the principles of legislation. The Council will also be fully compliant with the Public Sector Equality Duty and take this into consideration within any decision-making process.

18.0 Legislation and Related Policies

18.1 The following legislation is relevant to this procedure:

- Ministry of Housing, Communities and Local Government – Right to Buy a guide for local authorities.
- Housing Act 1980 (Amended 1985).
- Housing Act (1988, 1996, 2004).
- Housing (Right to Acquire) Regulations 1997.
- The Housing (Right to Buy) (Cost Floor) (England) Determination (1998).
- The Housing (Preservation of the Right to Buy) Amendment) Regulations (1999).
- Housing and Regeneration Act 2008.
- The Government Housing Strategy for England (Laying the foundations 2011).
- Housing (Right to Buy) (Limit on Discount) (England) Order 2012.
- The Equality Act 2010

18.2 Copies of Council Policies can be found at www.nuneatonandbedworth.gov.uk

19.0 Training and Awareness

19.1 Training and awareness of this Policy will be raised with relevant staff and published on our intranet system.

19.2 We will make people aware of this Policy through our website, social media, newsletters and information leaflets.

20.0 Monitoring and Review

20.1 This Policy has been written in line with current relevant Legislation and in consideration to other Council policies. This Policy will be reviewed and revised to reflect any legislation requirements and/or other guidance of good practice.

20.2 This Policy will be reviewed every 3 years or when a change in legislation is received.

2026-
2029

Leasehold Management Policy

DRAFT

Document Title	Leasehold Management Policy 2026-2029
Document Owner	Assistant Director – Assets and Compliance
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Issue Date	
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1.0 Introduction

- 1.1 This Policy outlines Nuneaton and Bedworth Borough Council's (the Council's) approach to meeting its obligations to leaseholders in accordance with the terms of their lease agreements and relevant legislation.
- 1.2 It aims to ensure that leaseholders receive a clear understanding of their rights and responsibilities, as well as the services provided by the Council.
- 1.3 The Policy explains how we will maintain and manage properties, administer service charges, and uphold standards of safety and compliance.
- 1.4 By following this policy, the Council seeks to deliver a fair, transparent, and consistent service that supports leaseholders in maintaining their homes and fosters positive relationships between all parties involved.

2.0 Purpose

- 2.1 The purpose of this Policy is to:
 - 2.1.1 Define the Council's responsibilities in managing leasehold properties and delivering a high standard of service to leaseholders.
 - 2.1.2 Explain service charges and other costs leaseholders are liable to pay under the terms of their lease.
 - 2.1.3 Clarify leaseholder rights and obligations ensuring transparency and compliance with relevant legislation.
 - 2.1.4 Promote consistency and fairness in how leasehold management decisions are made and communicated.
 - 2.1.5 Support positive relationships between the Council and leaseholders by providing clear guidance and accessible information.

3.0 Scope

- 3.1 This Policy applies to:
 - 3.1.1 All residential leasehold properties where the Council owns the freehold.
 - 3.1.2 Properties purchased under the Right to Buy Scheme.
 - 3.1.3 Leaseholders who have entered into a lease agreement with the Council, including those who subsequently sublet their property.
 - 3.1.4 Services and obligations relating to management, maintenance, service charges, and compliance with relevant legislation.
- 3.2 This Policy does not apply to privately owned leasehold properties where the Council is not the freeholder.

4.0 Definitions

- 4.1 Leasehold Management - covers the range of services provided by the Council to those who own their property on a leasehold basis.
- 4.2 Leaseholder Is a person who has purchased a property on a lease basis from the Council.
- 4.3 Freeholder – this is the Council who retains the full ownership of the piece of land or building
- 4.4 Annual Service charges - are defined under section 18 of the Landlord and Tenant Act 1985 as “an amount payable as part of or in addition to the rent (a) which is payable directly or indirectly for services, repairs, maintenance, improvements or insurance or the landlord’s costs of management (b) and the whole or part of which varies or may vary according to the relevant costs”.
- 4.5 Major qualifying works - are works that are usually planned and necessary to maintain the structure/fabric of the building. In some circumstances these could be carried out as emergency works in the event of storm damage which may not be covered by the buildings insurance policy.
- 4.6 Enfranchisement - is a group (block) ‘a right’ for leaseholders to buy the freehold of the building they live in subject to meeting certain conditions known as ‘The Right to Manage’.
- 4.7 Lease agreement - is the binding contract between the Council and the leaseholder, which outlines rights, responsibilities, liabilities and duties for both parties.
- 4.8 Major Works Service charges - are progressed in accordance with the section 20 of the Landlord and Tenant Act 1985, major works service charges can offer extended repayment terms for these works

5.0 Leasehold Management

- 5.1 The Council will comply with legislation relating to its leasehold management and service charges calculation.
- 5.2 The Council expects leaseholders will be provided with a copy of their lease by the Solicitor acting on their behalf, when they purchased their home and, are made fully aware of the covenants and service charge implications. If however, the leaseholder requires a copy of their lease, this can be obtained in various ways, for example from the Land Registry or from the Council subject to paying the relevant noted fee for this service.
- 5.3 The Council will collect from leaseholders all service charge monies due from them in accordance with the terms of their lease and in considering the Council’s Corporate Debt Policy.
- 5.4 Where a leaseholder is experiencing financial hardship, they will be signposted to appropriate agencies who provide financial advice and guidance. The Council recognises financial hardship and therefore provides a variety of payment options for leaseholders.

- 5.5 Leaseholders will be provided with a copy of the Leaseholder's Handbook, which contains key information and advice regarding the services they can expect to receive.
- 5.6 The Council will issue relevant and appropriate Section 20 consultation notices, in compliance with relevant legislation, to leaseholders in relation to major qualifying works or when entering into long term service agreements.
- 5.7 If Pets/Animals are to be kept within the Property, the leaseholder should ensure they obtain written permission from the Council. Requests will be dealt with in accordance with the Council's Pet Policy.
- 5.8 Where gas central heating or gas appliances are installed within a leasehold property, it is mandatory by law that these are serviced annually where the property is sub-let. The leaseholder in effect becomes a landlord and a duty under The Gas Safety (Installation and Use) Regulations 1998 Act, to carry out an annual service of all such appliances will apply. Leaseholders should consider the safety of themselves along with other residents in blocks of flats ensuring appliances are safe.

6.0 Leasehold Improvements

- 6.1 Leaseholders are responsible for maintaining and repairing the internal parts of their home including maintenance of fixtures and fittings.
- 6.2 The Council are supportive of leaseholders wishing to improve their homes. Leaseholders are required under the terms of their leases to obtain written consent from the Council to make any alterations or improvements. Where permission is refused, this will be confirmed in writing with the reasons for the decision. Requests for improvements will be considered in conjunction with the Council's Tenant Alterations and Home Improvement Policy. Work should not commence until consent has been granted.
- 6.3 Leaseholders will not be given permission for any alterations or improvements that:
- make the property or part of the property dangerous or unstable
 - create a risk to the health and safety of others
 - encroach upon land which is not defined within the leaseholders lease agreement
 - impact on the structure or changes the appearance of the building or the shared or communal parts in any way
 - prevent light or air reaching other residents
 - affect the legal rights of other residents, for example a right of way
 - reduce access to other neighbouring properties
 - invalidate the Council's building insurance
 - make maintaining neighbouring properties more difficult or expensive
 - result in the lease floor plan being changed either by removal of walls or change of use of rooms.

- 6.4 Any written consent given will be on condition the leaseholder has provided details of the proposed works and subject to meeting conditions, such as obtaining Planning Permission and/or Building Regulations.
- 6.5 In relation to a flat or a maisonette above ground floor, the leaseholder must cover the floors of the flat except in the kitchen and the bathroom with carpets throughout or such other appropriate floor coverings as may be required to deaden sound in the Flat, to such extent that any noise does not become a nuisance to others within the building.
- 6.6 The future maintenance of any improvements or alterations to the property will be the responsibility of the leaseholder. Should there be any damage caused to adjacent properties due to any works carried out, the leaseholder will be responsible for making good and for any costs incurred for putting it right.
- 6.7 The loft space within a block of flats remains the property of the Freeholder and should not be used or accessed by any tenant or leaseholder for any purpose including the storage of goods or conversion extensions.
- 6.8 Retrospective permission for alterations that affect the structure/fabric of the building or appearance should be requested to the Council. A charge will be payable for this, as advertised in the Council's Fees and Charges document.
- 6.9 The Council is responsible for all communal areas including shared cupboards within the building. Some cupboards may be available to utilise, however, this will be at the discretion of the Council. The leaseholder would need to obtain written permission from the Council prior to accessing and using.

7.0 Repairs and Maintenance

- 7.1 The Council will maintain the external fabric/structure of the building and shared communal areas in accordance with lease responsibilities and obligations. This will include the upkeep of the building and under the terms of the lease, leaseholders will then be charged for their share of relevant costs incurred where appropriate.

8.0 Section 20 Consultation

- 8.1 The Council will ensure that leaseholders are fully consulted in compliance with Section 20 of the Landlord and Tenant Act 1985 (as amended). This requires consultation with leaseholders on proposed qualifying major works or improvements for which they are required to pay and proposed changes to contracts for long-term agreements.
- 8.2 The Council will issue any relevant information on a Section 125 notice relating to a Right to Buy and which considers the five-year timeframe.

9.0 Subletting

- 9.1 Leaseholders may be able to sublet their property, subject to written consent from the Council. Leaseholders are advised to refer to their lease for clarification.
- 9.2 If a leaseholder is authorised to sublet their property, they will become a landlord and will be subject to the legislation and regulations imposed on landlords.

9.3 The leaseholder will remain ultimately be responsible for:

- payment of service charges
- providing up to date contact details, details of their tenant and any management company (if applicable) in case of emergencies or problems caused by defects within the property
- ensuring that the property does not become overcrowded by allowing other people to live or stay on a permanent/long stay basis if there is not adequate bedroom space
- obtaining consent from their mortgage company to sublet, (where applicable)
- servicing the gas supply and appliances in the property annually and providing their tenant with a copy of the safety check certificate
- installing carbon monoxide detectors and smoke detectors
- providing their tenant with an Energy Performance Certificate
- ensuring that the leaseholder's tenant does not breach the conditions of the lease. We will take legal action against any breach of conditions, which are not resolved.
- inspecting and testing of the electrical installation system every 5 years providing their tenant with a copy of the inspection report

9.4 It is noted that the above list is not exhaustive of all scenarios.

10.0 Garden Maintenance

10.1 This section is applicable to leaseholders who have been allocated a garden space within the lease agreement, and not communal garden spaces.

10.2 Where a garden is allocated to a leaseholder within their lease agreement, the leaseholder is required to ensure the area is maintained to a reasonable standard (even if they sublet the property). Should the garden area become overgrown and neglected, the Council will notify the leaseholder and provide them with a reasonable timeframe to undertake the relevant maintenance. If the leaseholder fails to take action the Council will appoint a contractor to undertake the relevant maintenance and the costs associated for their works will be recharged to the leaseholder.

10.3 It is reasonable to expect a leaseholder to maintain their allocated garden themselves or to appoint someone else if they are not keen or physically able to undertake gardening themselves. The minimum to expect from any leaseholder or their tenant living in the property, is that the garden should be kept litter free, reasonably tidy and not overgrown. If there are hedges/trees, they should be kept trimmed to a reasonable height and not allowed to encroach onto a neighbour's property or public area and the grass should be cut regularly to prevent it from becoming overgrown.

10.4 Boundaries are allocated and noted within either the lease agreement or title deeds. Boundaries which are assigned to the leaseholder are also expected to be maintained and renewed when necessary by the leaseholder.

10.5 Communal Gardens will be maintained by the Council utilising their appointed Grounds Maintenance Contractors. Any issues surrounding this maintenance should be reported to the Council in the first instance for the relevant progression.

11.0 Anti-Social Behaviour

11.1 Should a leaseholder be subject to incidents of anti-social behaviour with neighbouring residents or their tenants, they are advised to report these concerns directly to the Council. These incidents will then be dealt with in accordance with the Council's Anti-Social Behaviour policies, procedures and Lease agreement.

11.2 The Council does have access to mediation services and can offer these services to assist in the resolution of such matters.

12.0 Breaches of the Lease

12.1 The Council will take appropriate action, which may include escalation to legal action, whenever we become aware that a leaseholder is in breach of the terms of their lease. This will also apply if the property is sub-let.

12.2 Such breaches could include but are not limited to:

- unapproved alteration or improvement works which have a detrimental effect on the structures integrity
- improper use of property including illegal activities including substance dealing/use or any other illicit activities
- failure to pay service charges
- incidents of anti-social behaviour associated from either the occupiers residing in the property and their family or visitors or the leaseholder themselves. Where the Council has suitable evidence to support the anti-social behaviour incidents then a breach will be escalated
- failure to maintain the property or cause damage, neglect or health and safety concerns which has an impact to their individual leasehold property as well as neighbouring properties or the block as a whole
- failure to allow Council employees, contractors or agents to access the property following suitable notice to undertake essential maintenance or repair works
- failure to notify the Council within one month following a notice of transfer, assignment or other devolution, or under lease or charge of or upon the property to give notice thereof in writing and provide the Council with such assignment paying the relevant noted fee.

12.3 If the leaseholder does not remedy the breach of their lease, the Council may consider applying for forfeiture of the lease.

12.4 Where legal action is sought the leaseholder may be responsible for charges incurred.

13.0 Further Advances and Postponement of Charges

- 13.1 The Council has no influence over whether a leaseholder refinances to release equity from their lease, however when a charge against a property in respect of the repayment of Right to Buy discount is in place, the Council will consider requests on a case by case basis.

14.0 Lease Extensions or Variations

- 14.1 The leaseholder has the Right to Buy an extension to the term of their lease and can apply for a new lease at any time as long as they meet certain conditions. To qualify, they must be the leaseholder and no proven breaches to the lease have taken place previously. The leaseholder may be eligible to apply for a lease extension subject to any conditions/ requirements imposed by law in force at the time of applying (and as may come into force under the reforms proposed in accordance with the Leasehold & Freehold Reform Act 2024)
- 14.2 Where a leaseholder applies for a new lease during enfranchisement, their application will not go ahead until the enfranchisement process has ended.
- 14.3 The terms of a lease can be varied only by specific agreement between the parties to the lease and, where appropriate, their mortgagees or through an order by a Leasehold Valuation Tribunal (LVT).
- 14.4 Lease variations where required, will be by mutual consent and compensation may be awarded in the cases whereby sheds require demolition or encroachment to garden plots, or allocation has been proven to be wrongly allocated on site in accordance with the legal documents. These will be formalised by a Deed of Variation (for which legal fees may apply).

15.0 Enfranchisement

- 15.1 Subject to certain conditions, leaseholders of flats may have the right to collective enfranchisement, if they and the building in which they live in qualifies. They are advised to seek independent advice.
- 15.2 Should leaseholders seek to acquire the freehold of a block of flats, the Council must comply only where the statutory criteria is met as required by the Leasehold Reform, Housing and Urban Development Act 1993.

16.0 Right to Buy Discount Rules

- 16.1 In accordance with Right-to-Buy provisions, any sale/transfer of the property (which is not exempted by statute) will trigger a repayment of the discount that was applied at the time of purchase (refer to Right To Buy policy for further detail)

17.0 Selling the Property

- 17.1 When a leasehold property is being sold, the Council will provide on request to the current and/or prospective leaseholder and their legal advisors, all the necessary information regarding service charges and any planned major works. A fee for this service will be charged in accordance to the current noted Fees and Charges and referred to as the leasehold management pack LPE1 response.

- 17.2 A leaseholder who is selling their property is legally obliged to notify the prospective purchase of any section 20 notices or other notices that have been served on them or the property. The Council will provide copies of such notices to the legal representative upon request as part of the LPE1 response.
- 17.3 Leaseholders are not required to seek permission from the Council if they wish to sell their home. However if a leaseholder has purchased their property under the Right-to-Buy scheme and wishes to sell it within 10 years from the date of purchase, they are first required to contact the Council of their intention to do so and offer the Council first-refusal to purchase it back. This must be done before the property is advertised for sale on the open-market and could affect the subsequent sale, if this condition is not complied with.
- 17.4 It is a requirement of the new leaseholder's legal representative to notify the Council of the sale/purchase within one month following completion. This should be done by way of a serving formal Notice of Transfer by the purchaser's Solicitors to the Council. There is a fee for serving this Notice and it is charged in accordance to the value noted within the lease agreement. If a Notice is not received, the last recorded leaseholder will still be liable for any charges made against the property.
- 17.5 It is the responsibility of both parties of any prospective sale and their Solicitors, to ensure that all the outstanding debts relevant to the property are paid in full prior to completion. This could include district heating charges, service charges and any council tax payments if they are moving out of the Borough.
- 17.6 When a leasehold property is sold mid-year, the service charge account must be settled in full by the current leaseholder prior to completion. The relevant years estimate is then apportioned between the parties' solicitors as part of the conveyance process. The Council do not apportion the service charge. Provision by both parties' solicitors should also be made for ground rent as this is invoiced in arrears and will appear on the following years estimate invoice for the new leaseholder.

18.0 Right to Manage

- 18.1 The Common-hold and Leasehold Reform Act 2002 provides a right to leaseholders (of flats, not houses) to force the transfer of the Landlord's management function to a management company set up by them. The right empowers leaseholders to take responsibility for the management of their block as long as they meet certain conditions to qualify. The Council will provide a management service that is to a good standard and value for money to encourage leaseholders to continue to be provided with this service from the Council.

19.0 Service Charges

- 19.1 Leaseholders are responsible for paying a reasonable share of the Council's costs for repairing and maintaining the exterior and communal areas relating to their home in accordance to their lease agreement obligations.
- 19.2 Service charges that leaseholders are responsible for include:
- Ground rent (where applicable)
 - Buildings insurance

- District heating consumption charges (if applicable)
- Qualifying Major Works and Long Term Service Agreements
- Communal Area internal painting (five year planned programme)
- Management and administration fees

19.3 Annual Service charges to include services and maintenance contracts to works and services to communal areas for such services as:

- building cleaning/caretaking service
- grounds maintenance
- communal area window cleaning
- electric to supply communal services
- landlords lighting maintenance and repairs
- repairs and maintenance to communal areas

19.4 This list is not exhaustive as each block may differ in design and service requirement.

19.5 The Council will provide service charge estimate costs within the section 125 Notice (the right to buy offer notice detailing the sale) to the current tenant /prospective leaseholder.

19.6 Estimate Charges for Annual Service charge invoices are raised during April each year. A copy of this estimate breakdown is sent to leaseholders at that time. The final account summary invoice will then be raised during September/October following the financial year end. This considers the adjustment from the estimate to the actual costs for works and services to the block/sub block.

19.7 Payment arrangement is required within 30 days of the date of all service charge invoices.

19.8 Major Works invoices are raised separately to the annual service charge invoices, as the Council are willing to offer a longer repayment term for these invoices (usually up to 5 years), as typically they are of a considerable value.

19.9 Leaseholders will be offered a variety of different ways to pay their service charges. Methods of payment include monthly or annual direct debit, telephone services, bank transfer, cheque, Post Office, standing order, internet payment, or by debit or credit card at our offices or over the phone.

19.10 It is not the Council's intention to place any leaseholder into hardship to repay their major works service charges. The Council will seek to identify leaseholders who may be on low incomes or certain qualifying government benefits, to obtain funding from Central Government to assist them to repay their annual and major works invoices.

20.0 Service Charge Arrears

- 20.1 Any leaseholder who falls into arrears with repayments will be notified of this in accordance to the Council's Corporate Debt Policy.
- 20.2 If a leaseholder refuses to pay for service charges or where other options of recovery action have failed, legal proceedings may be considered to include:
- obtaining a County Court Judgement, which will affect a leaseholder's credit rating
 - an Attachment of Earnings
 - a Charging Order on the property, which will affect the leaseholders credit rating
 - contact to their mortgage company to request payment of the outstanding charges, which could then be added onto the active mortgage account
 - escalation for forfeiture of the lease.

21.0 Summary of Service Charge Accounts

- 21.1 Leaseholders have a statutory right to seek a summary of the service charge account under section 21 of the Landlord and Tenant Act 1985. The request must be in writing and, can request a summary of the 'relevant costs in relation to the service charges payable' in respect of the last accounting year, or where accounts are not kept by accounting years, the past twelve months preceding the request.
- 21.2 The Council will provide the summary within one month to six months of the end of the twelve-month accounting period, whichever is the later.

22.0 Management and Administration Fees

- 22.1 The Council are legally entitled to charge for management fees. A management fee is for managing the services funded and provided. This charge is intended to cover the cost of staff time in providing and managing services, for example managing the grounds maintenance contract, cleaning contract, managing reactive and major works to the communal areas, preparing service charge accounts, consultant fees and administration.
- 22.2 Administration charges will be made when a leaseholder requests a particular service or when we have to carry out special work because a lease has been breached, for example, non-payment of service charges which may have incurred additional court costs.

23.0 Complaints

- 23.1 The Council will deal with any complaints about its service in accordance with this Leasehold Management Policy and in conjunction with the Council's own Complaints Policy. A formal complaint may be raised in any of the following ways:
- 23.1.1 Via the Councils website www.nuneatonandbedworth.gov.uk

23.1.2 By emailing Customer Services at customer.services@nuneatonandbedworth.gov.uk

23.1.3 By letter to:

Customer Services
Nuneaton and Bedworth Borough Council
Town Hall
Coton Road
Nuneaton
CV11 5AA

23.1.4 In person at the Town Hall.

23.2 Complaints should be resolved as soon as possible and within 10 days of the acknowledgement; for complex cases this may be extended for a further 10 working days. If matters cannot be resolved within the maximum timescale of 20 working days, we will contact the complainant to let them know of the delay and advise when we will be able to respond by.

24.0 Leasehold Valuation Tribunal (LVT)

24.1 If a leaseholder is dissatisfied with a service or the charge levied for that service and, they cannot resolve the matter, they can seek a determination on works or services. However, there are certain restrictions where a leaseholder cannot make an application to the Leasehold Advisory Service. Leaseholders are advised to seek further guidance from the government website, www.gov.uk. or Leasehold Advisory Service at www.lease-advice.org

25.0 Equality, Diversity and Inclusion

25.1 The Council is committed to promoting equality of opportunity and to eliminating unlawful discrimination on the grounds of any of the Protected Characteristics listed within the Equality Act 2010 and any other difference that can lead to discrimination or unfair treatment fully considering the principles of legislation. The Council will also be fully compliant with the Public Sector Equality Duty and take this into consideration within any decision-making process.

26.0 Legislation and Related Policies

26.1 The following legislation is relevant to this Policy:

- Leasehold Reform, Housing and Urban Development Act 1993
- The Leasehold and Freehold Reform Act 2024
- Common hold and Leasehold Reform Act 2002
- Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025 (Awaab's Law)
- Housing Act 1985

- Housing (Service Charge Loans) Regulations 1992
- Landlord and Tenant Act 1985.
- Lease Agreements
- Leaseholder's Handbook
- Housing Tenancy Management policies and procedures
- The Leasehold Advisory Service. www.lease-advice.org

26.2 There are a range of related Council policies, the main ones being:

- Right to Buy Policy
- Pet Policy
- Corporate Debt Policy
- Tenant Alterations

26.3 All Housing related policies can be found at www.nuneatonandbedworth.gov.uk.

27.0 Training and Awareness

27.1 Training and awareness of this Policy will be raised with relevant staff and published on our intranet system.

27.2 The Council will make people aware of this Policy through our website, social media, newsletters and information leaflets.

28.0 Monitoring and Review

28.1 This Policy has been written in line with current relevant Legislation and in consideration to other Council policies. This policy will be reviewed and revised to reflect any legislation requirements and/or other guidance of Good Practice.

28.2 This policy will be reviewed every 3 years unless business need, regulation or legislation prompts an early review.

2026-
2029

Damp and Mould Policy

DRAFT

Assistant Director – Assets
and Compliance
Nuneaton and Bedworth
Borough Council
2026-2029

Document Title	Damp and Mould Policy 2026-2029
Document Owner	Assistant Director – Assets and Compliance
Version	3.0 to incorporate Awaab’s Law and provide clarity around the process for reporting damp and mould
Issue Date	
Next Review Date	2029

Stage	Description	Agreed
1 st revision	Document revised to take into account Awaab’s Law and the process for reporting damp and mould	1 February 2026
Equality Impact Assessment	Completed by Craig Dicken – No further action	5 February 2026
Consultation	Housing Involved Tenant Scrutiny Panel – Assets Panel	2 March 2026
	Senior Leadership Team	13 March 2026
Approval	Senior Leadership Team	
Single Member Decision	Portfolio Holder	

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1.0 Introduction

- 1.1 Nuneaton and Bedworth Borough Council (the Council) is committed to providing homes that are safe for our tenants to live in and are maintained to a decent standard.
- 1.2 This Policy sets out the activities and responsibilities involved in the control of Damp and Mould within our tenants' homes.
- 1.3 Under Awaab's Law all social housing landlords have a legal duty to respond to dangerous Damp and Mould within their properties within specific timeframes. Awaab's Law was introduced following the death of Awaab Ishak, a two year old child who tragically died in December 2020 due to prolonged exposure to mould in his home. His death highlighted systematic failures within the social housing sector as his parents had repeatedly reported the mould issue which was dismissed by their Landlord – a social housing provider. This Policy set out how the Council will comply with our duties under Awaab's Law.

2.0 Purpose

- 2.1 The purpose of this Policy is to:
- Demonstrate how the Council will deal with cases of Damp and Mould.
 - Demonstrate how the Council will comply with the requirements of Awaab's Law.
 - Outline timeframes for responding to reports of Damp and Mould.

3.0 Scope

- 3.1 This Policy applies to all residential properties owned by the Council including:
- General Purpose Housing – properties let under secure or introductory tenancy agreements.
 - Independent Living Units – schemes offering additional support services.
 - Temporary Accommodation – homes provided for households in housing need.
 - Communal Areas – internal and external spaces within blocks.
- 3.2 This policy does not apply to:
- Private sector housing
 - Commercial properties

4.0 Understanding Damp and Mould

- 4.1 Damp is unwanted moisture in a building and happens when water enters or becomes trapped in walls, floors or ceilings. It can cause structural problems, mould growth and health issues if it isn't addressed.
- 4.1.1 Rising Damp happens when moisture moves upward through walls from the ground when a damp proof course (DPC) is missing, damaged or failing. Signs of rising damp include tide marks on walls, salty white powder or peeling paint/plaster near the floor.
- 4.1.2 Penetrating Damp happens when water comes through the building from the outside and can be the result of leaky roofs, cracked walls or pointing, blocked gutters or problems with the plumbing in the property.
- 4.1.3 Condensation Damp is the most common type of damp and happens when moisture in the air meets cold surfaces and turns into water droplets. This can be linked to poor ventilation, high humidity (cooking, drying clothes indoors) and cold walls and windows. Signs of this type of damp include a musty smell, water on the windows and black mould especially behind furniture and in corners.
- 4.1.4 Mould is caused when too much moisture meets a cold surface and creates the ideal conditions for mould spores to grow. Mould can cause health problems as well as damage to buildings.
- 4.2 Different types of damp and mould can provide different risks to our tenants. We will ensure we deal with all types of mould and remove the hazard to our tenants.

5.0 Reporting Damp and Mould

- 5.1 If you find any damp or mould in your property you should report it to us immediately using one of the methods below:
- Telephone: 02476 376344 or 02476 376376
 - Email: repairs@nuneatonandbedworth.gov.uk
 - Out of Hours: 02476 376999

6.0 The Council's Responsibilities

- 6.1 The Council is committed to ensuring all our homes are safe, healthy and maintained to a decent standard. To achieve this we will:
- Fulfil our legal obligations under Awaab's Law and other relevant housing standards by responding to reports of dangerous Damp and Mould within specified timeframes.
 - Work to identify the root cause of the Damp and Mould and take all reasonable steps to eradicate it.
 - Take a proactive approach to identifying and addressing Damp and Mould issues during regular inspections, stock condition surveys and preventative maintenance.

- Establish and adhere to defined timeframes for investigating and resolving Damp and Mould problems, ensuring Emergency and Significant cases are prioritised in line with Awaab's Law.
- Provide clear guidance to tenants on how to report Damp and Mould, offer advice on prevention and keep tenants informed throughout the resolution process.
- Require all officers and contractors who visit homes to report Damp and Mould issues and provide the appropriate training.

7.0 Tenants' Responsibilities

7.1 Tenants play an important role in preventing and managing Damp and Mould within their homes. To support the Council in maintaining safe and healthy living conditions, tenants are expected to:

- Report any signs of Damp or Mould immediately to the Council.
- Provide reasonable access for inspections, surveys and repairs when requested by the Council or our contractors.
- Act on advice provided by the Council regarding ventilation, heating and moisture control to help prevent condensation and mould growth.
- Use heating and ventilation systems appropriately and avoid practices that may contribute to damp, such as drying clothes indoors without adequate ventilation.
- Regularly check and report any leaks or faulty heating, windows or extractor fans.
- Regularly check for signs of mould and clean them immediately if they occur.
- Keep rooms heated and ventilated adequately. Open windows when cooking and showering.
- Make sure extractor fans are kept clean and are not blocked.

7.2 We recognise that sometimes it is difficult to carry out all of the things we have outlined above and we will work with tenants to help maintain their home and prevent damp and mould.

8.0 Identifying Damp and Mould

8.1 When Damp and Mould is identified we will:

- Check our tenant's circumstances and wellbeing.
- ensure an assessment is made of the Damp and Mould to determine its severity and the course of action to be taken adhering to the timescales outlined in Awaab's Law (see Section 10 – Timescales).
- consider the tenant's and the household's specific circumstances when determining how the Damp and Mould should be dealt with and whether a decant is necessary to ensure the health and safety of the tenant and other household members.

- deal sensitively with the situation and ensure the tenant is kept updated throughout the whole process.
- take photographs and record the Damp and Mould prior to any removal to ensure the root cause can be determined.
- record every aspect of the process and the justification for the decisions made for future scrutiny as appropriate.
- explain to the tenant any remedial works to be undertaken and agree the works with them before providing a written overview.
- explain and justify any unavoidable delays to the tenant.
- provide the tenant with any health and safety advice which they may need to adhere to until the hazard caused by the Damp and Mould is removed.
- review the situation at 3, 6 and 12 months to ensure the problem does not reoccur.

9.0 Triage

9.1 Once Damp and Mould is identified it will be triaged by our Responsive Repairs Team to determine the appropriate response:

Hazard Category	Definition	Response Time	Example
Emergency Hazard	Imminent and significant risk of harm to tenant.	Make safe within 24 hours	Severe mould in a child's bedroom where the child has asthma.
Significant Hazard	Significant risk of harm, but not immediate.	Investigate within 10 working days	Condensation-related mould in kitchens/bathrooms with poor ventilation.
Standard Response	Low risk; neither imminent nor significant.	Normal repairs timescales	Small isolated mould patches on a ceiling with no health impact.

10.0 Tenant Vulnerabilities

10.1 When determining the category of the hazard we will consider any vulnerabilities the tenant or household members may have to determine the impact of the Damp and Mould. This could include:

- Physical or mental health conditions - tenants with respiratory illnesses such as asthma, weakened immune systems, or mental health issues may be at greater risk from mould exposure.
- Household Composition - properties occupied by children, the elderly or people with disabilities require higher priority because these groups are more susceptible to health complications.

- Other Social Factors - situations where tenants have limited ability to manage ventilation or heating due to financial hardship or accessibility challenges will also be considered.

11.0 Timescales

11.1 In line with Awaab's Law, once the Damp and Mould has been triaged the Council will adhere to certain timescales depending on whether an Emergency or Significant hazard has been identified.

- An Emergency Hazard will be made safe as soon as practicably possible and within 24 hours.
- An investigation into the cause of the Damp and Mould will be carried out within 10 working days. A physical inspection will be carried out within these timeframes if requested by the tenant.

11.2 If the inspection confirms a significant hazard we will:

- provide a written summary of the investigation and its findings to the tenant within 3 working days of the conclusion (unless the property is made safe and works are completed within 3 working days). If no hazard is found, tenants must be provided with a report detailing this.
- complete relevant safety works and begin or take steps to begin any further supplementary works to prevent the hazard from reoccurring within 5 working days of concluding the investigation
- where further supplementary works are required and it is not possible to begin them within 5 working days, we must start these as soon as reasonably practicable and within 12 weeks of the investigating concluding.

12.0 Access

12.1 It is important we have full access to the property to investigate and carry out any remedial works to deal with the Damp and Mould and we will work collaboratively with our tenants to achieve this by:

- Arranging with the tenant a suitable time to visit the property, offering a range of timeslots and considering the tenants' needs (e.g. their working pattern, any accessibility requirements or adjustments)
- Making multiple attempts at various times of the day to contact tenants and using different routes if one fails (e.g. phone calls, emails or letters)
- Making best efforts to engage with tenants and provide information on why access is needed and what they can expect, in a way that meets their needs (e.g. providing translation services and accessible communications, or information about who will be attending to provide reassurance)
- Considering any issues or barriers to allowing access and working with the tenant to overcome them, including enabling a representative of the tenant such as a family member, friend or support worker to be present during a visit.

- 12.2 If access to the property within the agreed timeslot is not possible, a notice stating that an attempt was made and providing contact details to arrange an alternative slot should be left. If all attempts fail then suitable legal remedies will taken.

13.0 Complaints Procedure

- 13.1 If there is dissatisfaction with any part of the process or the Council's actions, a formal complaint may be raised in any of the following ways.

- Via the Councils website www.nuneatonandbedworth.gov.uk
- By emailing Customer Services at customer.services@nuneatonandbedworth.gov.uk

- By letter to:

Customer Services
Nuneaton and Bedworth Borough Council
Town Hall
Coton Road
Nuneaton
CV11 5AA

- In person at the Town Hall.

- 13.2 Complaints should be resolved as soon as possible and within 10 days of the acknowledgement; for complex cases this may be extended for a further 10 working days. If matters cannot be resolved within the maximum timescale of 20 working days, we will contact the complainant to let them know of the delay and advise when we will be able to respond by.

- 13.3 The Housing Ombudsman can also be contacted any at point to offer free, impartial advice to tenants and leaseholders. Their contact details are as follows:

www.housing-ombudsman.org.uk

Telephone: 0300 111 3000

The Housing Ombudsman Service
PO Box 1484
Unit D
Preston
PR2 0ET

14.0 Equality and Diversity

- 14.1 The Council is committed to promoting equality of opportunity and to eliminating unlawful discrimination on the grounds of any of the Protected Characteristics listed within the Equality Act 2010 and any other difference that can lead to discrimination or unfair treatment fully considering the principles of legislation. The Council will also be fully compliant with the Public Sector Equality Duty and take this into consideration within any decision-making process.

15.0 Legislation and Related Policies

15.1 The following legislation is relevant:

- Housing Act 1985
- Landlord & Tenant Act 1985
- Commonhold & Leasehold Reform Act 2002
- Defective Premises Act 1972
- Environmental Protection Act 1990
- Equality Act 2010
- Right to Repair Regulations 1994
- Building Regulations
- Health & Safety at Work Act 1974
- Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025 (Awaab's Law)
- Housing Act 2004 – Housing Health and Safety Rating System
- Homes(Fitness for Human Habitation) Act 2018
- The Regulator of Social Housing's Consumer Standards
- There are a range of related Council policies.

15.2 The following policies may also be relevant to this Policy:

- Compensation Policy
- Tenant Alteration and Home Improvement Policy
- Decant Policy
- Downsizing Policy
- Hoarding Policy
- Tenancy Policy
- Void Property Management Policy
- Void Property Letting Standard

16.0 Training and Awareness

16.1 Training and awareness of this Policy will be raised with relevant staff and published on our intranet system.

16.2 We will make people aware of this Policy through our website, social media, newsletters and information leaflets.

17.0 Monitoring and Review

17.1 This Policy has been written in line with current relevant Legislation and in consideration to other Council policies. This Policy will be reviewed and revised to reflect any legislation requirements and/or other guidance of good practice.

17.2 We will monitor and review all Damp and Mould cases to ensure they are dealt with effectively.

17.3 We will contact tenants around 3, 6 and 12 months to ensure the Damp and Mould has not reoccurred.

17.4 We will collect and provide monitoring and performance data as required to meet statutory and regulatory requirements.

17.5 This Policy will be reviewed every 3 years or when a change in legislation is received.

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AGENDA ITEM NO.5

NUNEATON AND BEDWORTH BOROUGH COUNCIL

Report to: Individual Cabinet Member Decision

Date of Meeting: 23rd April 2026

Subject: Access Policy

Portfolio: Housing

Responsible Officer: Sharon Clinton – Assistant Director for Housing Services

Corporate Plan – Theme: 4 – Your Council

Corporate Plan – Aim: Strategic Aim 7 – Deliver a modern organisation with agile an effective structure that meets the needs of residents.

Ward Relevance: All

Public or Private: Public

Amendment to Budget: No **Council Tax Related:** No

Recommendation to Council/Cabinet/Committee: Yes

Forward Plan: Yes

Subject to Call-in: Yes

-
1. Purpose of report
 - 1.1. To seek approval for the Access Policy, following a comprehensive review involving tenants, internal service teams, and the Senior Leadership Team (SLT).

 2. Recommendations
 - 2.1 That the Individual Cabinet Member:

- a) Approves the Access Policy at Appendix A.
- b) Approves its implementation and publication following ICMD approval.
- c) Notes that SLT has endorsed the policy through the full governance route.

3. Background

- 3.1 The Council has a range of statutory obligations requiring access to tenants' homes, including gas safety checks, electrical inspections, damp and mould assessments, fire safety, and wider Decent Homes and compliance activity.
- 3.2 A comprehensive review was undertaken to strengthen the policy, align it with updated legislation including the Social Housing (Regulation) Act 2023 and Awaab's Law to ensure it supports operational consistency and regulatory assurance.

4. Body of report and reason for recommendations

- 4.1. The Access Policy provides a clear, robust and legally compliant framework for gaining access to Council homes. It clarifies roles, responsibilities, expected behaviours, and the step-by-step access procedure, including escalation routes where tenants withhold access
- 4.2. The Regulator of Social Housing requires providers to demonstrate strong compliance arrangements, particularly in relation to the Home Standard, safety checks, and the new Consumer Standards. The policy forms part of the Council's core compliance framework and ensures that access-related risks such as refusals, delays, and safeguarding issues are properly managed and recorded.
- 4.3. The policy also strengthens governance by moving to full SLT approval rather than ICMD only endorsement, ensuring corporate oversight and consistent cross directorate scrutiny.
- 4.4. Clearer wording improves transparency for tenants, supports communication, and reduces the risk of inconsistent practice or legal challenge.

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

- 5.1. Feedback gathered during the SLT/Legal consultation stage has been reviewed and incorporated into the final version of the policy to ensure it reflects operational and governance requirements

- 5.2. Consultation with tenants through the Tenant Asset Panel, internal teams. Key feedback focused on improving communication and ensuring tenant focus
6. Financial Implications
 - 6.1. There are no additional financial implications. The amendments provide policy clarification rather than introducing new expenditure
7. Legal Implications
 - 7.1. The revised policy ensures compliance with statutory landlord duties, including obligations under the Landlord and Tenant Act 1985, Gas Safety Regulations, Fire Safety Regulations 2022, and the Social Housing (Regulation) Act 2023. The policy has been reviewed by Legal to ensure compliance.
 - 7.2. Clearer criteria and decision processes reduce the risk of legal challenge.
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. The policy strengthens the Council's ability to undertake essential compliance checks, reducing risks associated with damp and mould, electrical hazards, gas safety, fire safety and other health-related issues
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 Crime and Disorder Implications
12. Risk management implications

12.1. The policy reduces governance and operational risk by ensuring consistent access processes and clear escalation where access is refused, thereby supporting regulatory assurance

13. Human resources implications

13.1. No direct human resource implications have been identified.

14. Biodiversity Implications

14.1. No direct biodiversity implications have been identified.

15. Local Government Reorganisation (LGR) Implications

15.1. No direct LGR implications have been identified.

16. Options considered and reason for their rejection

16.1. 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	Rejected as it would leave the Council with an unclear, outdated and insufficiently robust policy that does not meet regulatory expectations or support consistent practice.
B	Rely on existing practice	Rejected. Informal processes are not sufficient to meet current legal and regulatory requirements, and they do not provide the clarity or governance assurance now expected.

17. Conclusion

17.1 The Access Policy provides a strengthened governance framework, improves clarity for tenants and officers, and ensures compliance with statutory and regulatory requirements. Its implementation will support improved safety outcomes, consistent service delivery, and transparent decision-making across Housing Services.

18. Appendices

18.1. Please note the following appendices:

- i. Appendix A – Revised Access Policy
- ii. Appendix B – Equality Impact Assessment

19. Background papers

19.1 No background papers

Appendix A



Access Policy

April 2026

Review Date: March 2029

1. Purpose

1.1 Tenants and Leaseholders that reside in properties owned and/or managed by Nuneaton and Bedworth Borough Council (the Council) have a duty to provide access to Council staff or their contractors to provide various services under Tenancy and Lease Agreements and to:

- Ensure council homes meet the Decent Homes Standard by reducing refusals/no access for programmed improvement works, repairs, and surveys.
- Maintain compliance with legal and health & safety regulations and tenancy agreements.

2. Scope

2.1. For tenants, this includes:

Granting immediate access to the Property in an emergency; and granting access upon us giving 48-hours' notice in all other circumstances to:

- Carry out any inspections at the Property (including electrical inspections, and inspections of the condition of the Property).
- Carry out any works to the Property we consider necessary on health and/or safety grounds including checking fire alarms and fire door inspections)
- Carry out any of our obligations under the Tenancy Agreement or imposed on the Council by law (including the carrying out of an annual gas safety inspection)
- Granting access for welfare visits or discussions about their tenancy and/or property
- Granting access to carry out works to a Council-owned property which may be affecting a neighbouring property which may or may not be owned by the Council.

2.2. The Tenancy Agreement also stipulates that if the Council agrees an appointment date with tenants to carry out any of our obligations under the Tenancy Agreement, or imposed by law; and tenants do not allow access to us, our employees, agents and/or contractors on that date, the tenant shall pay to us our reasonable costs and/or losses incurred as a result of any failure to allow access within four weeks of us requesting payment.

2.3. Leaseholders should consult their individual lease agreements regarding reasons for access and notice. However, the principles of this procedure will apply when requesting access to a leasehold property.

3. Definitions

3.1. Decent Homes Standard

A standard set by Government to ensure social housing is in a decent state of repair and has a reasonable level of modern facilities and thermal comfort.

3.2. Structure

These are the elements of the property that give it its essential appearance, stability and shape including walls, ceilings, foundations, staircases, bannisters, internal and external plasterwork.

3.3. Exterior

These are elements to the outside of the building, including external walls, roof, windows, drains, guttering and external pipes.

3.4. “We”

This term refers to the Council or any contractor, supplier or agent acting on behalf of the Council.

3.5. Categories of works:

Emergency access is required to deal with a hazard (such as a significant leak or a broken boiler) when the hazard presents an imminent or significant risk of harm to health, life, property or the environment requiring action within 24 hours of being reported.

Route access is required to deal with anything that is not deemed an emergency (see Section 4 below)

4. Context – Reasons for Access

4.1. Repairs and Maintenance

Section 11 of the Landlord and Tenant Act 1985 places obligations on landlords to:

- keep in repair the structure and exterior of the property. We must keep in repair and working order, all parts of the installations for the supply of:
 - gas and electricity
 - water and sanitation
 - heating

We also must repair any installation we own or control which directly or indirectly serves the property.

The following property elements are not covered by section 11 of the Landlord and Tenant Act 1985:

- Decorations and fittings, such as mirrors, blinds, wardrobes, curtains etc.
- Appliances that make use for the supply of gas, water and electricity, e.g. ovens, washing machines unless the tenancy agreement states otherwise

4.2 Health and Safety

Maintaining the health and safety of our tenants is one of our main priorities as a responsible housing provider; it is not just a regulatory requirement.

To support this priority, we will require access from time to time to:

- assess and remedy hazards under the Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025, “Awaab’s Law and/or the Housing Health and Safety Rating System (HHSRS)
- assess properties under the Decent Homes Standard
- assess properties for damp and mould
- carry out gas related inspections and works
- carry out electric related inspections and works
- carry out fire related inspections and works
- carry out energy performance related surveys and works
- carry out other asset related inspections
- assess tenant alterations

4.3 Planned or Cyclical Works

There will be times when we need access to properties to plan and carry out planned works, improvements and upgrades. This may include but is not limited to:

- Kitchens
- Bathing facilities
- Windows
- Doors
- Ventilation

4.4 Anti-Social Behaviour (ASB) and Tenancy Management

Where we need access to a property to carry out any of the following, where access is not granted after exhausting this procedure, the need to pursue an Access Injunction will be considered on a case-by-case basis. Visits will include:

- Interviews
- Service of Notices or legal documentation
- Monitoring of compliance with Court Orders
- Property inspections (dec checks, pre vacation inspections etc.)
- Post tenancy visits
- Garden inspections
- Discuss rent accounts
- Property condition
- Hoarding
- Investigating tenancy breaches, e.g. subletting, fraud, abandonments etc.

- Housing occupancy review, e.g. under occupation, overcrowding, use & occupation
- Discuss any matter relating to the tenancy agreement

If access is not granted by tenants to properties after we have exhausted this procedure, a case review will be conducted to determine the most proportionate and appropriate course of action which can include enforcement proceedings being commenced.

4.5 Welfare and Tenancy Support

Access for welfare visits are not mandatory but are there to give tenants support when they require it. If access is not granted for a visit, access may not be enforced unless there are safeguarding concerns or where there is a threat to life. Safeguarding referrals and safe and well checks will be made and/or requested where there are concerns for the safety of a tenant.

Visits for welfare needs may be carried out for many reasons, including but not limited to:

- Tenancy Support
- Tenancy/Property sustainment
- Downsizing
- Decants

5. Emergency Access Procedure

- 5.1. If there is an emergency such as those outlined in sections three and four, or when executing a warrant, entry may be forced to the property (where it is deemed proportionate and necessary) if the tenant or a designated person acting on behalf of the tenant cannot give us access to the property. Any damage from forced entry will be put right by the Council. For execution of warrants, tenants will be recharged our costs of forcing entry.
- 5.2. Before access is attempted, all efforts will be made to speak with the tenant and their next of kin to gain access to the property. Contact will be made using all available communication methods for the tenant(s) and their next of kin.
- 5.3. If no contact is established, or if consent (verbal or written) is granted to force entry due to the emergency, we will force entry to the property, fix what is required and secure the property when we leave.
- 5.4. New keys will be left at the Town Hall for collection by the tenant(s) upon showing ID.

6. Routine Access Procedure

- 6.1. Outside of an emergency, or an issue that requires immediate access, e.g. reports of damp and mould, where we require access to a property within 24 hours, and/or less than 48 hours' notice, an appointment will be agreed with the tenant.
- 6.2. Before making an appointment, the Council will carry out holistic checks on the tenant and the asset to ascertain if there could be any issues around access, e.g.:
 - Disabilities and/or Vulnerabilities
 - Active ASB or Tenancy Management matters
 - Rent arrears
 - Employee Safety
 - Disrepair claim
 - Pending legal action
 - Other support related matters
- 6.3. Where reasonable adjustments may be required to support the Council and/or its contractors' access to properties, these will be made in accordance with the Landlord Services Reasonable Adjustments Policy.

7. Responsibility

- 7.1. All Council staff and contractors are responsible for making appointments and keeping them with tenants and leaseholders for the reasons given above and adhering to the access procedure fully and must record and provide evidence of all endeavours to gain access to a property.
- 7.2. The Council's Legal department are responsible for making applications to the Court and presenting cases in Court (except for matters covered by the Environmental Protection Act 1990) for access.
- 7.3. Team Leaders, Senior Officers and Service Managers have overall responsibility for ensuring the procedure is implemented.

8. Monitoring and Review

- 8.1 A comprehensive record will be maintained for all cases where access has been difficult to obtain. This record will include the reasons for refusal, barriers to access, and all methods and attempts made to gain entry. A periodic review, undertaken at least annually, will analyse the data to identify root causes, gaps in service delivery, and any required improvements to the procedure. These reviews will be carried out in consultation with tenants to ensure their experience and feedback informs service development.
- 8.2 A full record of all injunction applications and their outcomes will also be maintained. These records will be reviewed regularly to identify lessons learned from past proceedings and to support continuous improvement in how the Council manages access-related enforcement.

9. References

- Tenancy Agreements
 - Tenancy Agreement 2017
 - Introductory to Secure Tenancy Agreement 2023
 - Secure Tenancy Agreement 2024 – for tenancy start dates pre-01 April 2012
 - Secure Tenancy Agreement 2024 – for tenancy start dates post 01 April 2012
 - Introductory to Flexible Tenancy Agreement 2023
 - Flexible Tenancy Agreement 2024
 - Equitable Tenancy Agreement 2019
 - Housing Health and Safety Rating System (HHSRS)
 - Decent Homes Standard
 - Introductory Tenancy Procedure
 - Mutual Exchange Procedure
 - Anti-Social Behaviour Policy and Procedure
 - Repairs Policy
 - Damp and Mould Policy and Procedure
 - EPA Procedure – Gas

10. Legislation

- Landlord and Tenant Act 1985
- Environmental Protection Act 1990
- Fire Safety (England) Regulations 2022
- The Control of Asbestos Regulations 2012
- The Gas Safety (Installation and Use) Regulations 1998
- Social Housing (Regulation) Act 2023
- Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025
- Awaab's Law (Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025)
- Anti-Social Behaviour, Crime and Policing Act 2014
- Equality Act 2010

Access Procedure

1. Purpose

- 1.1. The purpose of this procedure is to support Officers of the Council and/or contractors in ensuring the necessary steps are taken to support access into properties when required.
- 1.2. Failure to support tenants to grant the Council and/or its contractor's access to properties could result in failed access causing delays in service delivery which could impact negatively on our tenants and properties.

2. Access Procedure

2.1. First Appointment

- 2.1.1. When we require access to a property for any reasons as outlined in the Access Policy, we will advise the tenant in writing and/or using their preferred method of communication of the appointment and will include the following details:

- Date and time of appointment (this may be a specific time or a general timeframe)
- What we are attending to do and why
- Who will be attending
- How to rearrange an appointment

Please see Appendix A – example appointment letter one

- 2.1.2. If when attending the property, no access is given, a phone call will be made to the tenant on site to advise we are on site and waiting to be given access.
- 2.1.3. If there is no answer, a calling card will be left asking the tenant to contact the Council/contractor to rearrange the appointment within 7 days. Time and date stamped photographs to be taken of all calling cards left and front door as proof of visit.
- 2.1.4. If the tenant does not contact us within 7 days to rearrange the appointment, a second appointment will be arranged with the tenant. Steps 2.2 through to 2.4 will be followed again.

Please see Appendix B – second appointment letter

2.2. Second Appointment

- 2.2.1. After booking and attending a second appointment, if access is not granted for a second time, we will:
- 2.2.2. Call or email the tenant to confirm that access has not been granted for the first two appointments and give details of the third appointment (a letter can also be sent).

Please see Appendix C – phone call crib sheet

Please see Appendix D – email template

2.3. Third Appointment

- 2.3.1. If access is not granted at the third appointment, an unannounced visit to the property to try and gain access should be made within 5 working days of the third appointment.

Please see Appendix E – third appointment letter

NB – if the property is in Independent Living or temporary accommodation, seek the support of the relevant Officer managing this accommodation.

- 2.4. If after three arranged appointments, one unannounced visit, at least one phone call and email (where available), access has still been unsuccessful, the file of actions taken along with the transfer checklist will be issued to the Tenancy Management Officer for further action.

Please see Appendix F – file transfer checklist

- 2.5. If any of this process has not been completed, the file will be passed back to the relevant Officer to complete fully.

- 2.6. When the file is transferred to the Tenancy Management Officer or appro, provided the procedure has been followed, they will issue a final letter to the tenant(s) advising:

- A summary of the actions taken to gain access to the property
- All breaches to their tenancy agreement
- The final appointment date and time (the Officer requiring access must provide an appointment to be included)
- Reasons for the appointment
- Consequences for the tenant if access is not granted

- 2.7. The Tenancy Management Officer will issue the final letter using the preferred method of contact for the tenant, by email and post (or hand deliver), and may also send a text message to advise of the letter being issued.

- 2.8. If access is still not granted, the Tenancy Management Officer will assess the case and tenancy, including completing Equality and Impact and Public Sector Duty to Review assessments to determine the most proportionate course of action to enforce the tenancy agreement.

- 2.9. Enforcement action may include:

- 2.9.1. A Notice of Intent to the tenant that we are applying for an Access Injunction

- 2.9.2. A Notice of Intent to the tenant advising we are commencing possession proceedings
- 2.10. If the property is suspected to be abandoned, an investigation into this will be commenced by the Tenancy Management Officer and the Officer/team requiring access will be advised of the situation.
- 2.11. Should enforcement action be required, the Tenancy Management Officer will request a witness statement from the relevant Officer(s) who has made endeavours to gain access to the property to support the legal proceedings.
- 2.12. If at any point access is granted, the Officer/team must advise the Tenancy Management Officer of this so legal proceedings can cease. The Tenancy Management Officer will issue a warning against the tenancy agreement for failing to allow access to the property.
- 2.13. If access is not granted before any legal proceedings, the Tenancy Management Officer will compile the legal bundle for Court and progress to Court.
- 2.14. Once an Order is granted, an appointment for when we will attend the property to gain access (forced or granted) must be issued in accordance with the terms of the Court Order and we must be prepared to complete all necessary works during this appointment.
- 2.15. Regular updates will be provided to the relevant team/Officers requiring access as to the progress being made.

NB – whilst legal proceedings are being prepared, endeavours must continue to be made to gain access to the property using the steps in this procedure.

3. Performance Management

- 3.1. Team Leaders, Senior Officers and Service Managers will monitor performance at monthly 1:1s and contract meetings.
- 3.2. Audits may be carried out to ensure we are following the procedure accordingly.

4. Review

- 4.1. This procedure will be reviewed every three years, or upon publication of new legislation, requirements or guidance.

Appendix A – First Appointment Letter

Dear

Appointment Title – Date and Time

I am writing to you to confirm the appointment for at your property. [Name] will attend your property on:

Date and time

We require access to your property to [reasons why we need access].

If there are reasons why you are unable to keep the above appointment, please contact [team/Officer] using any of the details above to rearrange.

If you have any questions, please contact us.

Yours sincerely

Name

Team

Dear

Appointment Title – New Appointment Date

I am writing to you following the missed appointment on [date and time] for [reason for appointment] at your property.

Another appointment has been made for an [who] to attend your property on:

Date and time

It is essential that we have access to your property to [reasons why we need access].

If there are reasons why you are unable to keep the above appointment, please contact [team/Officer] using any of the details above to rearrange.

Important Information

As stated in your Tenancy Agreement, you must allow the Council and/or its contactors access to your home for inspections, upgrades, repairs, surveys and interviews and meetings to be carried out. Failure to allow access is a breach of your Tenancy Agreement and can lead to further action being taken against you.

If you have any questions, please contact us.

Yours sincerely

Name
Team

Appendix C – phone call crib sheet

Telephone Call Note	
Tenant(s) Name	
Address	
Phone Number Used	
Person spoken to	
Reasons why access was not granted for the arranged appointment	
Any disabilities/vulnerabilities/barriers meaning access will be difficult in the future?	
When can access be granted?	
What reasonable adjustments/support need to be considered to secure access?	
New appointment arranged	
Any new disabilities/vulnerabilities to be added to tenancy record?	
Any new communication methods/preferences to be added to tenancy record?	
Officer Name/Designation	
Date and Time of Call	

1. Telephone conversation held

Dear

Missed Appointment Notification – New Appointment Date

I am writing to you following the missed appointments on [date and time] and [date and time] for [reason for appointment] at your property.

Further to our conversation, you have informed me of [confirm details of conversation]

A further appointment has been made for [who] to attend your property on:

Date and time

It is essential that we have access to your property to [reasons why we need access].

If there are reasons why you are unable to keep the above appointment, please contact [team/Officer] using any of the details above to rearrange.

Important Information

As stated in your Tenancy Agreement, you must allow the Council and/or its contactors access to your home for inspections, upgrades, repairs, surveys and interviews and meetings to be carried out. Failure to allow access is a breach of your Tenancy Agreement and can lead to further action being taken against you.

If you have any questions, please contact us.

Yours sincerely

Name

Team

2. Telephone conversation NOT held

Dear

Missed Appointment – New Appointment Date

I am writing to you following the missed appointments on [date and time] and [date and time] for [reason for appointment] at your property.

I tried to call you on [date and time] but my call was not answered.

A further appointment has been made for [who] to attend your property on:

Date and time

It is essential that we have access to your property to [reasons why we need access].

If there are reasons why you are unable to keep the above appointment, please contact [team/Officer] using any of the details above to rearrange.

Important Information

As stated in your Tenancy Agreement, you must allow the Council and/or its contactors access to your home for inspections, upgrades, repairs, surveys and interviews and meetings to be carried out. Failure to allow access is a breach of your Tenancy Agreement and can lead to further action being taken against you.

If you have any questions, please contact us.

Yours sincerely

Name
Team

Appendix E – Third Appointment Letter

Dear

Missed Appointments – New Appointment Date

I am writing to you following the missed appointments on [date and time], [date and time] and [date and time].

The reasons for my visits was to [reason for appointment].

To date, you have not granted access to your property. This is a breach of your tenancy agreement.

New Appointment

A further appointment has been made for [who] to attend your property on:

Date and time

It is essential that we have access to your property for the reasons given above.

If there are reasons why you are unable to keep the above appointment, please contact [team/Officer] using any of the details above to rearrange.

Important Information

If you do not give access to your property at the appointment given above, the matter will be referred to your Tenancy Management Officer who may commence further action against your tenancy agreement for failing to grant access to your property.

Please be aware that if legal action is taken against you and your tenancy agreement, entry may be forced to your property and/or you may risk losing your home.

If you have any questions, please contact us.

Yours sincerely

Name
Team

Appendix F – File Transfer Checklist

Please send to tenancy.officers@nuneatonandbedworth.gov.uk

Instructing Officer and Role			
Department			
Contact Details			
Summary of Facts <i>(Summary of issue requiring access, and breaches and any other relevant information)</i>			
Relief being sought and why			
Tenant(s) Name(s)			
Address			
Date of Birth			
Date Breach Commenced			
Persons known to be resident with the tenant			
Pets? If yes, what			
Any other relevant information regarding the tenant <i>(disabilities, vulnerabilities etc.)</i>			
List all contact with the Tenant <i>(should be min of three attempted access, all with proof of notice, details of methods of contact)</i>			
Provide Documents			
Letter 1			
Letter 2			
Letter 3			
Telephone Calls			
Emails			
Unannounced Visits and/or Calling Cards			
Officer			
Signed		Date	
Name of Officer <i>(Block capitals)</i>			

Appendix G – Final Appointment Letter

Dear [Name]

Final Warning – Reason for Access

I write in relation to the appointments upon which you have failed to grant access to your property.

I have been advised that we contacted you on [list all dates of contact] to arrange access to your property for [reasons]. To date, you have still not provided access to your property. This is a breach of your tenancy agreement.

Action Required

A final appointment has been arranged for you on:

Date and time

You must grant access to your property on the above appointment to avoid further action being taken against you.

Important Information

I am extremely concerned that you have failed to grant access to your property to allow for the necessary [inspection/works/etc.] to be completed and you have failed to take steps for appointments to be rearranged. Furthermore, I must inform you that by acting in this way, you have failed to comply with the terms and condition of your Tenancy Agreement specifically:

[insert relevant clauses from TA]

Please be aware that failure to comply with the above will result in the Council considering applying to the Court for an Injunction and I shall pass your file to our Legal Services Team. Should this become necessary the Council shall seek the costs of such application from you which could be in the region of £1,000-£1,500 (Any recovery of costs will be subject to the Court's discretion).

I must also advise you that if an Injunction is sought and awarded, further enforcement action may be taken which may result in Possession Proceedings being taken against you and you could lose your home.

You may wish to seek independent legal advice regarding the contents of this letter.

Yours sincerely

Name
Tenancy Management Officer

Dear [Name]

DO NOT IGNORE – COURT ACTION

Notice of Intent – Civil Injunction for Access to your Property

I write in relation to the appointments upon which you have failed to grant access to your property on several occasions.

You have been contacted you on:

[list all dates of contact]

The reason access to your property is required are: [reasons].

Despite all previous communications and warnings, you have still withheld access to your property. This is a breach of your tenancy agreement and Nuneaton and Bedworth Borough Council is now notifying you of our intent to pursue a Civil Injunction against you to gain access to your property so the necessary works can be completed.

Important Information

You can avoid legal action by arranging a new appointment and granting access to your property so the necessary works can be completed.

To make a new appointment, you must contact:

- Telephone
- Email
- Etc.

This must be done immediately because once an application has been made to the Court and a hearing date provided, this will not be withdrawn.

As previously advised, you are already in breach with the terms and condition of your Tenancy Agreement specifically:

[insert relevant clauses from TA]

Please be aware you will be recharged all costs incurred through legal action which could be in the region of £1,000-£1,500.

I must also advise you that if an Injunction is awarded, the Council reserves the right to pursue further enforcement action which may result in Possession Proceedings being taken against you and you could lose your home.

You may wish to seek independent legal advice regarding the contents of this letter.

Yours sincerely

Name
Tenancy Management Officer

APPENDIX B

Equality Impact Assessment - Screening



Name of Policy/Procedure/Service	Access Policy
Service Unit	Housing
Date of Implementation	1 st April 2026

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 equality issues identified. If any issues with access were in connection with a protected characteristic, adjustments would be made in line with other NBBC Policies.

Signed	
Officer completing assessment	Craig Dicken
Date	30 th March 2026

AGENDA ITEM NO.6

NUNEATON AND BEDWORTH BOROUGH COUNCIL

Report to:	Individual Cabinet Member Decision		
Date of Meeting:	23 rd April 2026		
Subject:	Approval for Housing Allocations Policy Amendments		
Portfolio:	Housing		
Responsible Officer:	Sharon Clinton – Assistant Director for Housing		
Corporate Plan – Theme:	4 – Your Council		
Corporate Plan – Aim:	Strategic Aim 7 – Deliver a modern organisation with agile and effective structure that meets the needs of residents.		
Ward Relevance:	All		
Public or Private:	Public		
Amendment to Budget:	No	Council Tax Related:	No
Recommendation to Council/Cabinet/Committee: Yes			
Forward Plan:	Yes		
Subject to Call-in:	Yes		

1. Purpose of report

- 1.1. To seek approval for the amendments to the Housing Allocation Policy, including the formal integration of the Move On Protocol, the introduction of Section 1.8 outlining criteria for applicants ready to move on from supported accommodation, and endorsement of the full revised policy via the Senior Leadership Team (SLT) governance route.

2. Recommendations

- 2.1. Approve the inclusion of the Move On Protocol as an appendix within the Housing Allocation Policy.
- 2.2. Approve the addition of new Section 1.8 outlining Move On eligibility and requirements within the main policy.
- 2.3. Approve the revised Housing Allocation Policy through the SLT route, noting previous versions were endorsed only through ICMD.

3. Background

- 3.1. A review of the Housing Allocation Policy has identified the need to clarify processes for Move On applicants, strengthen governance, and ensure the policy reflects current practice and statutory duties. The Move On Protocol has historically existed as a standalone document; the amendments bring it formally into the policy framework

4. Body of report and reason for recommendations

- 4.1. The review of the Housing Allocation Policy identified the need to bring the existing Move On Protocol into the main policy to create a single, coherent framework for all move-on arrangements. Keeping the protocol separate has led to inconsistency in interpretation for partners and applicants. Integrating it strengthens transparency, ensures consistent application of procedures, and provides a clearer audit trail that supports statutory housing responsibilities.
- 4.2. The addition of a new Section 1.8 further improves clarity by setting out explicit eligibility criteria, evidence requirements, and assessment processes for applicants moving on from supported accommodation. This addresses an existing gap in the policy and ensures that decisions made by the Housing Solutions Team are consistent, fair, and supported by clear expectations for both applicants and support providers. These changes improve operational efficiency and support better partnership working, helping to prevent delays and contributing to more effective homelessness prevention.
- 4.3. Moving the policy through the Senior Leadership Team provides stronger oversight and ensures that the policy aligns with current organisational governance standards. Overall, the amendments enhance clarity, consistency, and governance, ensuring the policy remains robust and fit for purpose.

5. Consultation with the public, members, officers and associated stakeholders
 - 5.1. Consultation has been undertaken through the Homeless Housing Forum beginning 2 March 2026, with final feedback due 19 March 2026. No recommendations have been received.
 - 5.2. Feedback gathered during the SLT consultation stage has been reviewed and incorporated into the final version of the policy to ensure it reflects operational and governance requirements

6. Financial Implications
 - 6.1. There are no additional financial implications. The amendments provide policy clarification rather than introducing new expenditure

7. Legal Implications
 - 7.1. The revisions ensure compliance with:
 - Housing Act 1996 (as amended)
 - Homelessness Reduction Act 2017
 - Statutory guidance on allocations

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. Biodiversity Implications

14.1. No direct biodiversity implications have been identified.

15. Local Government Reorganisation (LGR) Implications

15.1. No direct LGR implications have been identified.

16. Options considered and reason for their rejection

16.1. 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	Not recommended policy clarity and governance gaps would remain
B	Update policy but leave the Move On Protocol separate	Would perpetuate inconsistency and confusion; integration is needed.
C	Delay amendments pending further review	Amendments reflect current practice and statutory duties delay would hinder operational consistency.

17. Conclusion

17.1 The amendments improve clarity, consistency, and transparency in the Housing Allocation Policy, strengthen governance, and ensure compliance with statutory responsibilities. The integration of the Move On Protocol is a significant improvement, ensuring partners and applicants operate under a unified framework.

18. Appendices

18.1. Please note the following appendices:

- i. Appendix A – Revised Allocation Policy
- ii. Appendix B – Equality Impact Assessment

19. Background papers

19.1 No background papers

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Section One - Housing Allocation Policy

1. Key Aims and Objectives

1.1 Key Aim

Nuneaton and Bedworth Borough Council (hereafter referred to as NBBC) Housing Allocation Policy aims to ensure that all social housing within the Borough is allocated fairly and objectively, to those in greatest housing need, having regard to any legislative requirements and Codes of Guidance issued by both the Ministry of Housing Communities and Local Government and the regulator for social housing providers.

1.2 Key Objectives

This policy has been developed with a view to meeting the following principles and key objectives:

- To operate a Choice Based Lettings Scheme that offers realistic informed choice for all
- To improve and encourage a balanced and sustainable community
- To ensure that every application is dealt with fairly and consistently irrespective of race, disability, gender, age, sexual orientation, gender reassignment, religion and/or belief, pregnancy/maternity or marriage status
- To operate a Choice Based Lettings Scheme that is simple, easy to understand, transparent, open and fair
- To give appropriate priority to applicants who fall within the 'Reasonable Preference' and 'Additional' categories as set out in Part 6 of the Housing Act 1996
- To empower applicants by giving them more opportunity to express choice and preferences about where they want to live, whilst taking into consideration both the availability of housing resources and the high demand for housing

- To assist those applicants who are vulnerable in accessing the lettings scheme, to identify and support vulnerable people to access our housing application process through to securing permanent accommodation.
- To provide appropriate advice and assistance to all.
- To provide information in other formats such as Warwickshire Housing Options Guide - easy read
- To work in partnership with support agencies
- To translate key documents when requested
- To ensure appropriate support is available for customers using the System.

2. Service Standards

2.1 Service Standards to our customer

As part of our commitment to our customers, NBBC will:

- Treat applicants with courtesy and respect
- Listen – all housed tenants within NBBC stock and Registered Provider stock will be invited to complete a satisfaction survey when they have moved into their new home which will be used to improve the services we provide.
- Be helpful and polite
- Try to deal with applicants at first point of contact
- Make things as easy as possible the policy has been produced in consultation with partner, agencies, customers and Register Providers
- Deal with any complaint in line with our complaint's procedure

The Council wholeheartedly endorse the Tenancy Standard set by the Housing Regulator. This requires social landlords to let their homes “in a fair, transparent and efficient way” and that they shall consider the housing needs and aspirations of tenants and potential tenants and be able to demonstrate how their lettings make the best use of available housing.

There must be a clear application, decision making and appeals process in place. Registered providers are expected to co-operate with local authorities strategic housing function and their duties to meet local housing needs. This includes assistance with local authorities' homelessness duties and through meeting obligations in nomination agreements.

2.2 Advice and Support for Customers

If you do not have access to the internet or you do not have a postal address, we can support you to register and if you are not able to express an interest on the properties we advertise, we can support you. If you need support the Choice Based Letting team and the Customer Services team will be able to help you register and search for properties and express your interest.

You may not be eligible to join the Housing Register, or you may wish to consider all other housing options to resolve your housing circumstances. Our Homelessness Prevention Team focus on early intervention initiatives to try and resolve housing issues and give advice on options available may be able to help you. In addition, you may find the Enhanced Housing Options Wizard useful, and that has the facility to produce a document with the housing options available tailored to you; to use this, you must register onto NBBC Homes and follow the steps to view your options. NBBC along with our neighbouring authorities provide an easy read Housing Options booklet that can be found on our website by searching for Warwickshire Housing Options Guide – easy read.

Some vulnerable people will need additional support throughout their housing allocation journey to ensure they have the same opportunities to secure a home of their own. The support we provide will be agreed with the applicant and personalised to their specific needs.

3. Equality

3.1 Policies and Practices

NBBC will ensure its policies and practices are non-discriminatory and will promote equality by preventing and eliminating discrimination on the grounds of race, disability, gender, age, sexual orientation, gender reassignment, religion and/or belief, pregnancy/maternity or marriage status. The scheme will be accessible, responsive and sensitive to the diverse needs of individuals. NBBC's aim is to create an environment where equality is at the heart of everything we do.

The impact of this policy will be monitored, to ensure that it promotes equality to everyone. To achieve this, all applicants will be asked to provide details of their circumstances and any personal information when they apply to join the register.

3.2 Equal Opportunity to apply and receive offers of accommodation.

NBBC will ensure all potential applicants have equality of information about the service and equal opportunity to apply, express an interest in and receive offers of accommodation. To ensure that vulnerable groups are not disadvantaged by the Choice Based Lettings Scheme NBBC will:

- provide practical assistance to those who may have difficulty in understanding the requirements of the system
- provide practical assistance in the applicants preferred way, where the applicant may have difficulty completing an application
- provide tailored assistance to those who may have difficulty expressing an interest in properties, including expressing an interest on their behalf, if that is necessary

- monitor the profile of those who are applying and expressing an interest in properties, to ensure that minority and hard to reach groups are actively engaged in the service

4. Applications from Elected Members and Employees

4.1 Elected Member and Employee disclosure

Applications to the Housing Register can be accepted from employees, elected members and their close relatives, provided they are eligible to apply and subject to the rules in Schedule 1 of Housing Act 1996. Applicants must disclose any such relationship at the time of registration.

5. Deliberately withholding information or providing false information

5.1 Withholding details fraudulently

Fraudulent behaviour is not acceptable to the Council and appropriate action will be taken. It is a criminal offence (punishable by a fine of up to £5,000) if an applicant gives false information or withholds information related to their housing application.

If a tenancy was obtained by giving false information possession proceedings can be instigated.

Section Two - Eligibility and Qualification

1. Introduction

1.1 What is the Housing Register

The Housing Register is a single list of all the people (hereafter referred to as applicants) who have applied to register or been accepted onto the Housing Register. It includes both new applicants and existing social housing tenants wishing to transfer.

Housing Authorities are given the power to determine who is, or is not, eligible to apply to their Housing Register and Social Housing may only be allocated to 'qualifying persons'.

1.2 Who can join the Register

To be eligible to join the Housing Register, applicants must be aged 16 or over; and meet the qualifying criteria.

Joint applications will be accepted, provided both applicants are eligible and intend to occupy the property together as their only or main home.

2 Eligibility to join the Register

2.1 Are you eligible to join the Register

When assessing applications to join the register we will ascertain whether an applicant is eligible to register or, if the household qualifies for an allocation.

The assessment will be in accordance with the regulations and guidance from The Ministry of Housing, Communities and Local Government issued to local housing authorities ('housing authorities') in England under s.169 of the Housing Act 1996 ('the 1996 Act').

This explains that certain applicants cannot be placed on the housing register because they are ineligible due to immigration status as detailed in Section 160A of the Housing Act 1996. At the application stage verification checks will be made to confirm the eligibility status of all applicants. If you are not sure if this section applies to you, please contact the Choice Based Lettings Team. If you are subject to this and we have no duty to offer you a home our Homelessness Prevention Team can offer you advice on your other housing options.

3 Qualification Criteria

3.1 Do you qualify to join the Register

The qualifying criteria for applicants who can join the housing register are those who:

- are age 16 or over
- have a local connection to Nuneaton and/ or Bedworth
- have no current housing related debt, or previous housing related debt, owed to a social or private landlord
- have not caused unacceptable or anti-social behaviour
- are not a homeowner

See below for the details:

3.1.1. Age 16 or over

Applicants aged 16 or 17 can join the Housing Register but will not be made an allocation, or be able to bid for properties, until they reach the age of 18. Unless they have been accepted as statutorily homeless or are a subject of a Special Agency Referral.

In these cases, applicants must provide details of a guarantor. A guarantor is a responsible person, such as a parent or other close family member, or a representative from a support agency, such as Childrens Services.

3.1.2 Local Connection

To qualify to join the housing register, applicants must meet at least one or more of the following criteria. Applicants must:

- have lived within the Borough for at least 6 out of the last 12 months, or 3 out of the last 5 years
- have immediate family in the Borough with the family members concerned currently living in the Borough and have done for at least 5 years or more. This would normally be parents, adult children, brothers or sisters provided there are sufficiently close links in the form of frequent contact, commitment or dependence. Other family associations such as grandparents and adoptive parents would also be considered if sufficiently close links are evidenced
- work permanently in the Borough
- give to, or receive support from, a close family member who is resident in the Borough. Applicants will need to supply supporting evidence from a medical professional or social worker together with full details of the support that is being given/received

Independent Living Stock

The local connection criteria will not apply to certain properties within the Independent Living Stock where the property has not been occupied for a 6-month period and this will be shown on the property advert.

3.1.3 Exclusion Due to Unacceptable Behaviour

When deciding whether an applicant is eligible for housing, NBBC will consider the behaviour of not only the applicant but also that of the other members of their household. NBBC may decide that an applicant and/or any member of the applicant's household be treated as ineligible for housing and exclude them from the Housing Register on grounds of their behaviour. This applies to existing tenants applying to transfer and to new applicants joining the register as well as those who register a change of circumstance.

Behaviour that may be regarded by NBBC as unacceptable includes:

- Physical assaults (such as domestic and racial violence). Perpetrators of domestic abuse who are subject to a non-molestation order, an injunction order, an occupation order or a restraining order
- Convicted of using a property for immoral or illegal purposes
- Committed an act of fraud, withheld falsified or misrepresented any information pertaining to access to public funding and/or services
- Owing a housing related debt to a Council, Housing Association or Private Landlord
- Perpetrators of abuse causing damage or threats to kill
- Noise nuisance continuing for long periods of time
- Current or former tenants who are, or have been, in serious breach of their tenancy conditions due to anti-social behaviour or are subject to a court order
- Anyone with a history of serious anti-social behaviour and/or criminal behaviour such as intimidation, drug dealing or discrimination/harassment (due to any of the protected characteristics in the equality section). Where an applicant has a history of anti-social behaviour or has breached their tenancy conditions or has a housing related debt, all relevant facts will be considered before a decision is made
- Anyone who has caused damage to a Council/Housing Association or private rented property. This includes the tenant, a member of tenant's household or visitors to the property
- Anyone who has been violent to or threatened staff of NBBC
- Applicants who deliberately worsen their housing circumstances in order to improve their housing priority. For example, if a household in privately rented accommodation, with no overcrowding issues were to give up that tenancy to move in with relatives where they are overcrowded, this action would be seen as intentionally making their circumstances worse
- Their behaviour will be such that it either reflects the applicant's unsuitability to become a tenant or that a current tenancy is not being conducted in a satisfactory manner. The behaviour may include a breach of tenancy obligations
- Independent Living Accommodation – Their behaviour reflects the applicants' unsuitability to be housed as this could have an impact on other applicants who have high, medium or low, welfare, medical or hardship needs.

In determining whether an applicant does not qualify due to unacceptable behaviour, the Council will consider:

- Has the applicant or a member of the applicant's household been guilty of unacceptable behaviour
- Was the unacceptable behaviour serious enough to deem the applicant or a member of their household unsuitable to be a tenant
- At the time of the application or allocation, is the applicant still unsuitable to be a tenant by reason of that behaviour, or the behaviour of a member of their household

Actions which are considered to make an applicant unsuitable to be a tenant will lead to the applicant being excluded from the housing register for a 6-month period. This is deemed as sufficient time for the applicant to provide evidence that their behaviour has shown consistent improvement. Applicants will need to evidence that they have been living independently with improved behaviour for the 6-month period.

Applicants will be required to re-apply after 6 months following exclusion.

In some circumstances applicants who have relevant spent/unspent convictions for serious criminal offences which caused issues with their previous accommodation and neighbourhood, may be ineligible for an allocation following thorough investigation.

Investigations will be carried out by Choice Based Lettings Officers and will give applicants the right to appeal the decision made, which will then be investigated by an independent officer not previously involved with the decision.

3.1.4 Homeowners

Homeowners will not be eligible unless they have exceptional circumstances. This could be because of significant financial hardship or serious medical circumstances.

This criteria does not apply to applicants who wish to be considered for Independent Living properties this is to allow applicants with medical and welfare needs to access the Independent Living support services

Income and Savings

Applicants with sufficient income levels of assets or savings that would enable them to access market housing within the Borough will not be eligible.

An applicant will not qualify for the Housing Register if the household's gross income is more than, £45,000 (gross income before deductions for tax, national insurance, etc.) per year for a couple or single person with children or

£25,000, (gross income before deductions for tax, national insurance, etc) per year for a single person without children, or having savings (including shares, investments, etc) of more than £16,000.

This criteria does not apply to applicants who wish to be considered for Independent Living properties this is to allow applicants with medical and welfare needs to access the Independent Living support services.

3.1.5 Housing Related debt

Applicants and current/former tenants who owe a housing related debt to a Council, Housing Association or Private Landlord will not be eligible. Registered applicants will be asked to confirm on the allocation of a property that they do not owe a debt. If a debt is owed their application will be deemed not eligible, at this stage, offers to clear the debt to gain the offer of accommodation will not be considered.

This could include current or former rent arrears, current or former court costs, temporary accommodation or other debts such as clearance, damage or repayment of rent deposit where the Council is not satisfied about the reasons why the arrears have occurred.

Applicants who consider the debt to be through no fault of their own will need to provide information about the reasons for the debt and the action taken by them to resolve the issue. The Council will consider the facts, including documentary information before determining these applicant's eligibility. The onus will be on the applicants who wish to join the register to provide details and for those registered to inform the Council of any change of circumstances.

4 No Housing Need

4.1 Identifying a housing need

Households who are assessed as being in 'no identified housing need' will be unable to join the NBBC Housing Register. These applicants will be given further information and assistance and will be advised to approach NBBC's Homelessness Prevention Team prevention@nuneatonandbedworth.gov.uk

All applicants who have been identified as having no housing need will receive an email notification of the decision. If the applicant disagrees with the decision the NBBC website will advise them how to request a review of that decision.

5 Transferring Tenants

5.1 Existing social housing tenants who wish to move

Existing social housing tenants can apply to move and will have their priority assessed in the same way as other housing register applicants.

Any tenant whose property has not been kept to a standard deemed acceptable by NBBC, for example poor decorative standard and internal damage to fixtures and fittings that are not classed as normal wear and tear, will not be offered accommodation. These applicants will be unable to apply until the required work has been completed and passed by their Tenancy Management Officer.

Exceptional circumstances will be investigated by the Landlord Services Team. Where emergency re-housing is necessary, these requirements may on occasion be waived.

Some transfer moves are exempt from the requirements of Part 6 of the Housing Act 1996 and will be dealt with separately. This includes assignment or succession by a relative on death of a tenant.

In certain circumstances NBBC may approach their tenant to initiate a move to a different property. This could be to meet an urgent housing need or to make better use of their housing stock. In these cases, the property concerned will be allocated outside of the lettings scheme.

Where NBBC or a Housing Association uses introductory tenancies, a transfer to another property will not be allowed during the introductory tenancy period until the tenancy becomes secure.

5.1.1 Releasing under occupied properties

NBBC Local Lettings Plan for Downsizing details the process for the allocation of current tenants who are under-occupying properties and need to downsize to smaller accommodation in accordance with the Downsizing Policy 2023.

Tenants who wish to downsize can be offered downsizing incentives, help to move, and support with your NBBC Homes application registration and expressions of interest in suitable properties. These documents are available on our website.

A tenant who is currently under-occupying at least one bedroom and wishes to move to a smaller property will be given priority to move into more suitable accommodation.

Priority can only be awarded where NBBC will be given vacant possession of the under-occupied property on the applicant being allocated a smaller property. For example, if the tenant of the property wishes to move to a smaller property, but is currently living with other people who will not be moving with him/her, the priority will not be awarded until NBBC is satisfied that the other people in the household have made their own arrangements for rehousing.

Tenants with debt or disrepair would need to demonstrate that they have an exceptional circumstance to move with debt or disrepair from their current tenancy and this will be investigated by the Landlord Services Team

5.2 Exceptional Circumstances

5.2.1 Management Moves

In certain exceptional circumstances NBBC may need to move an existing tenant to a different property. The Council will authorise the need to move, and the type/area of accommodation required. The Management Move Policy can be found on The Nuneaton and Bedworth Borough Council website <https://www.nuneatonandbedworth.gov.uk/>

5.2.2 Decanting Moves

In certain circumstances NBBC may need to move an existing Tenant to a different property so urgent work can be carried out within or on their property. This move can either be temporary or permanent in accordance with the NBBC decant policy which is available on the NBBC website.

In these circumstances to meet this urgent housing need, the property concerned will be allocated outside of the Lettings Policy and will be authorised by the Landlord Services Manager.

5.2.3 Homeless Applicants

The Head of Strategic Housing can use discretion for the purposes of making direct matches to 50% of NBBC's available void properties and Registered provider stock with their agreement for Homeless Households in temporary accommodation as and when appropriate, liaising with the Housing Portfolio Cabinet member.

In all cases of exceptional circumstances all available stock will be considered, therefore existing properties on advert could be withdrawn and existing shortlists where a property has not been formally offered to an applicant could be withdrawn.

6. Refusals

6.1 Refusal to accept an offer of accommodation

If an applicant refuses three offers of accommodation within a period of six months, unless there has been a considerable change of circumstances, their application will be suspended for a six-month period of time. During this time

the applicant will not be able to express their interest on any properties that become available.

Section Three - How to Apply

1. How to Apply

1.1 How to apply to join the register

Choice Based Lettings enables applicants to express an interest in advertised properties.

To apply for housing, all applicants must join the Housing Register by completing an on-line housing application form via the website. For those applicants who are unable to do this they may call NBBC on 02476 376406 for assistance.

All applicants will need a National Insurance number, or correspondence address to apply. If an applicant does not have a national insurance number, email address or correspondence address applicants can contact NBBC for assistance.

The purpose of the application form is to correctly identify the housing need for each applicant. The registration of an application may be delayed or cancelled unless all the information required is provided.

Once an application has been registered, the applicant will receive an email/letter advising whether they have been accepted onto the housing register or not. If their application has been successful, their email/letter will direct the applicant to the website, where they will be notified of the:

- date of registration (date the application was received)
- priority banding awarded
- application reference (for expressing an interest in properties)
- right to request a review against the decision on their priority banding.

NBBC will require confirmation of an applicant's current or previous housing history at the point of application, and updates should there have been any changes circumstances before they are offered a property. Failure to provide these details could result in their application being cancelled

NBBC will provide written confirmation of any further information that is required, and the timescales for providing these details. The timescale to provide documents will usually be within a 7 day period from the date on the letter. If the applicant is unable to provide the information that has been requested they should contact NBBC. Failure to do so may result in their application being cancelled.

If an applicant has been nominated to a Housing Association they will be notified via email or telephone and advised that they will be contacted in due

course by the Housing Association directly. This will be treated as an offer of accommodation any further expressions of interests made for properties will be disregarded.

NBBC will work to assist and support all applicants through the process of applying for, and expressing an interest on properties:

2. Banding

2.1 How bands are determined

All applicants will have their housing needs assessed and be placed in a suitable housing needs band according to their circumstances. In order to ascertain each individual applicant's requirements, the application form asks a series of questions relating to housing need. These questions are designed to ensure that those in greatest housing need are given preference when accommodation is allocated. It is essential that all of these questions are answered to ensure that we can determine and award the correct priority band.

3. Advertising Properties and Expressing Interests

3.1 How properties are advertised

NBBC will not advertise 50% of our general purpose stock, this stock will be directly matched to a family or individual, that is currently homeless, and occupying emergency temporary accommodation, this will assist the council to fulfil its duties under the Homeless Reduction Act 2017.

NBBC will advertise the remaining vacant properties through the system. However, there may be occasions, such as a property being used for an exceptional circumstance, when this is not possible.

All adverts will be clearly labelled to show the property features, if the tenancy is a flexible tenancy, local neighbourhood information and the types of households that can register an interest in the property.

Flexible tenancy agreements are five-year fixed term tenancies for all new lettings of the Boroughs' four, five and substantially adapted homes. The ability for councils to use flexible tenancy agreements was introduced in the Localism Act 2011 to protect this limited resource for the future.

There will sometimes be other restrictions in the advert e.g.: No Pets. Expressions of interest from applicants will only count if they can match all the requirements in the advert.

Properties are allocated in accordance with our Tenancy Policy which ensures that our tenants received the correct form of tenancy agreement and that the Council meets all applicable legal and regulatory requirements in relation to the form, use and management of its tenancy agreements.

3.2 How applicants express their interest of a property

Applicants will be able to search and view properties advertised without logging in. However, to express an interest in a property the applicant will be required to log in.

Each time an applicant expresses an interest in a property they will be reminded of the property's individual eligibility criteria. Expressions of interest from applicants will only count if they can match all the requirements in the advert. When expressing an interest in a property the applicant will be asked to confirm their contact details to ensure they are up to date.

Properties will be advertised daily on a weekly cycle. If an applicant's expression of interest for a property is successful they will be contacted within three working days, by telephone or in writing, depending on the applicant's communication choice, by a member of the Choice Based Lettings team. It is important therefore that your contact details are kept up to date on the register in order that officers can contact you by telephone/writing or you risk an offer being withdrawn.

3.3 Offers of accommodation

Applicants will be advised of an offer of accommodation by a member of the Choice Based Lettings team and applicants will be advised if the property is currently still occupied, if the property is being repaired or if the property is ready to let.

In all circumstances and where appropriate applicants housing officers will make contact for a viewing of the property.

When the property is ready to let the applicants Tenancy Management Officer will contact the applicant.

4. Pending Status

4.1 Further investigation of applications made

If an applicant's housing need falls under certain categories, their application will become 'pending'. This allows the Choice Based Letting team to further investigate their application before making a final banding decision. Applicants who may experience this include:

- Members or former members of the Armed Forces
- Those who require accessible adapted accommodation
- Those who have indicated rent arrears or previous unacceptable behaviour
- Those applicants needing to move urgently on hardship grounds. Priority at this level will only be awarded if the current situation is so significant that it will cause considerable hardship to the applicant or to others

- Those deemed as being severely, statutorily overcrowded. NBBC will determine over-crowding after considering best use of the rooms available to the household and whether the applicant has deliberately worsened their own circumstances
- Applicants who are in short-term supported housing and are required to move on to alternative accommodation urgently. Confirmation of these circumstances will be required from the organisation providing the supported accommodation
- Families forced to live apart (where they have previously lived together) except where it could reasonably be expected for both parents to live in either of the homes that they occupy

5. Accessible Properties for applicants with Disabilities

5.1 Applicants with disabilities

Accessible properties are homes which have been designed for, or significantly adapted to meet the needs of, applicants with physical or sensory disabilities.

Applicants with an assessed need for accessible accommodation will be given priority over other applicants who are in the same band rating who do not have need for accessible accommodation. The property advert will make this clear. The advert will also describe the accessible features, together with local neighbourhood information, to help customers choose whether to express an interest in that property or not.

In selecting an applicant for an accessible property from the short-list of qualifying applicants, the full circumstances of each case will be considered before deciding who will be offered the property. In some circumstances priority may be given outside of date order if the vacancy is particularly suitable for the needs of an applicant.

On occasions the Authority may seek the assistance of an occupational therapist for guidance of property suitability. Applicants will be advised if this is a requirement and the reasons why by the Choice Based Lettings team. Where required, the occupational therapist / housing assessment officer will either be requested to accompany the applicant to view a property to ensure that the property is suitable for the applicant's needs, or be asked for professional advice to support the Authority with the allocation process.

Applicants with an existing Occupational Therapist will need to liaise with the Choice Based Lettings team to organise an accompanied viewing or to seek advice. An allocation will not routinely be awarded unless the property is deemed suitable for the applicants needs with minor adjustments. Allocations requiring major adaptations will be assessed on an individual basis and the availability of adaptable homes.

Applicants in this category can also express an interest in properties which do not have accessible features. However, if they are short-listed during the selection stage, NBBC will assess whether it is reasonable and practicable for the property to be adapted. These applicants will be considered for the property on the same basis as the other applicants who have submitted an expression of interest.

6. Home Visits

6.1 Home visit to access applicant's household need

Home visits may be carried out to assess some applications where appropriate. A home visit can enable a landlord to better understand an applicant's individual circumstances, ensure the correct category has been given to their application and give advice about how their housing needs can be met. If a home visit is deemed necessary, NBBC or the Housing Association, will inform the applicant directly.

7. Change of Circumstances

7.1 Applicants circumstance changes

Applicants who move to a new address or whose circumstances change after they have been accepted onto the Housing Register (e.g. someone joining or leaving their household) should immediately update their application. This can be done via the website. Failure to do so could result in their application being rejected.

If the change of circumstances affects the applicant's banding priority, the outcome of the applicant's reassessment will be sent to them via email.

8. Housing Register Review

8.1 Annual Review of housing applications

A review of all applications on the Housing register will be administered every 12 months. This review will ask applicants if they wish to remain on the register, if so applicants will be asked to log into their application and tick the appropriate box, to advise that they wish to remain on the register.

On the 12 month anniversary of registration an email or letter will be triggered, depending on the applicant's communication method. The applicant will be asked to confirm whether they still wish to remain on the Housing Register or not. The email/letter will ask the applicant to login within 28 days, to tick the box to advise they wish to remain. If, after this period of time, the applicant has failed to log in as requested, their application will be deleted and the applicant's status with NBBC will be set to "cancelled" and removed from the Housing Register.

If applicants have any difficulties with the system, they are advised to contact NBBC for assistance.

9. Cancelling Applications

9.1 NBBC Cancelling Applications

Applications will only be cancelled (and removed from the Housing Register) in the following circumstances:

- A request has been received from the applicant (or via their advocate) in writing
- The applicant has been re-housed
- Notification has been received from an executor or personal representative that the applicant is deceased and s/he was the sole applicant
- It is discovered that the applicant has given false or misleading information in their application
- Evidence is obtained that the applicant is no longer eligible
- If information requested remains outstanding after exceeding the timescale date of the email/letter being sent to the applicant requesting the information

Applicants will be notified by email/letter, depending on the applicant's communication method, of the reason(s) why their application has been cancelled and informed of their right to request a review of the decision.

Should an applicant whose application has been cancelled wish to re-join the register they will receive a new effective date.

Section Four - Reasonable and Additional preference

1. Reasonable Preference and Additional Preference

NBBC will give 'reasonable preference' and 'additional preference' to certain applicants as outlined in the Housing Act 1996

1.1 Housing Need (Reasonable Preference)

The reasonable preference categories as set out in s167 (2) of the Housing Act 1996 and the Homelessness Act 2002 are detailed below. The NBBC letting scheme places applicants who meet this criteria into Band 1 or 2

- Applicants who have been accepted by the Local Authority of owing a Prevention or Relief Duty. This band will only be awarded where all of the qualification criteria of the policy is met
- Applicants occupying insanitary or overcrowded housing or otherwise living in unsatisfactory housing conditions
- Applicants who need to move on medical or welfare grounds, including grounds relating to a disability
- Applicant who need to move to a particular locality in the district of the housing authority, where failure to meet that need would cause hardship(to themselves or others)
- Applicants with succession rights to a council property or No Succession Rights who are 'Left in Occupation' where it has been determined that a suitable alternative property is required

1.2 Exceptional Housing Need (Additional Preference)

The Housing Act 1996 allows those applicant that have high needs to be awarded additional preference. Applicants must meet a reasonable preference category to be considered for 'additional preference'. The additional preference categories are:-

- Those who need to move urgently because of a life threatening illness or sudden disability
- Families in severe overcrowding which poses a serious health hazard
- Those who have been accepted as homeless and are owed a full housing duty in accordance with the Homeless Reduction Act
- Tenants releasing under occupied properties
- Member of the Armed and Reserve Forces
- Members of the Armed Forces and former Service personnel, where the application is made within five years of discharge
- Bereaved spouses and civil partners of members of the Armed Forces leaving Services Family Accommodation following the death of their spouse or partner

- Serving or former members of the Reserve Forces who need to move because of a serious injury, medical condition or disability sustained because of their service

Domestic Abuse

- NBBC are committed to ensuring the safety of its tenants, leaseholders and applicants who wish to apply for housing.
- The Council believes that all forms of domestic abuse are unacceptable as detailed in the Domestic Abuse Policy which sets-out not only the Council's responsibilities under the Domestic Abuse Act 2021, but what further action the Council will take to support domestic abuse victims and their families in partnerships with other agencies.
- Victims of domestic abuse or threats of domestic abuse, or escaping domestic abuse or harm, will be exempt from local connection requirements and other requirements of the Housing Allocation Policy as defined in the Domestic Abuse Act 2021, as will those who have sought a place of safety in a refuge or other form of temporary accommodation in the Local Authority area.
- NBBC have a dedicated Domestic Abuse Co-ordinator to support customers and work with partners to deliver the requirements of the Domestic Abuse Act 2021.

Section Five - Banding

1. Banding

1.1 The banding process

There are 4 priority bands that an applicant can be placed into. Each question on the application will be weighted so the system is able to determine housing need.

The four bands are:

- Band 1+ - Highest need with additional preference for re-housing
- Band 1 - Urgent need for re-housing
- Band 2 - Priority need for re-housing with no statutory duty
- Band 3 - Low need for re-housing with no statutory duty

The bands described above also refer to different levels of High, Medium and Low, Medical/Welfare and Hardship. In each case evidence will be required to support each applicant's case.

Medical - The information received will need to indicate that a move will benefit the health of the applicant or their household for medical priority to be awarded.

When determining the level of medical need, an applicant will be assessed to consider whether the provision of adaptations in their existing accommodation as an alternative will assist with improving their housing circumstances.

Welfare - Applicants with care or support needs, or other social needs, may need to move to alternative accommodation on welfare grounds. For priority to be awarded on welfare grounds evidence will be required to support the case; this could be from the police, social services or other professional agencies involved with the applicant.

Hardship – Applicants need to move to a specific locality in order to give or receive care, be able to access specialised medical treatment or take up particular education, employment or training opportunity in a particular Local Authority district, and/or applicants who have specific financial hardship related to their housing.

1.2 The Bands in More Detail

1.2.1

Band 1+ This is the highest priority band. Applicants in the following circumstances will be placed in this band	
Additional Preference	<p>Applicants assessed as having a priority and an additional preference</p> <ul style="list-style-type: none">• Those who need to move urgently because of a life threatening illness or sudden disability.• Families in severe overcrowding which poses a serious health hazard.• Those who are homeless and require urgent re-housing as a result of violence or threats of violence, including intimidated witnesses, and those escaping serious anti-social behaviour or domestic violence.• Those who have been accepted as homeless and are owed a full housing duty as described in the Homeless Reduction act• Tenants Releasing Under Occupied properties• Member of the Armed and Reserve Forces

1.2.2

Band 1	
This banding is for applicants who are deemed to have an urgent need for re-housing. Applicants in the following circumstances are deemed to have an urgent need	
Homeless	Applicants assessed as homeless under the Prevention or Relief duty of the Homeless Reduction Act. Applicants must meet the qualification criteria of the policy to be eligible.
Emergency	Applicants who are required to leave their homes as a result of an emergency Prohibition Order served in relation to the premises under the Housing Act 2004. This will also apply to applicants affected by any regeneration schemes
Overcrowded	Applicants who are overcrowded because their present home is short of at least 3 bedrooms.
Harassment or Violence	In circumstances of serious harassment or violence, evidence will be required to support the case.
Housing Conditions	Applicants living in unsafe or unsanitary housing conditions (as defined by the Housing Health and Safety Rating System (HHSRS)) where there is a high risk of harm.
Left in Occupation of a Council Tenancy	Applicants with succession rights to a council property or No Succession Rights who are 'Left in Occupation' where it has been determined that a suitable alternative property is required
High Hardship Need	<p>Where an applicant needs to move as their current situation is causing significant hardship to the applicant or to others of which could relate to:</p> <ul style="list-style-type: none"> • Giving or receiving care, being able to access specialised medical treatment. • Specific financial hardship related to their housing need will be required to provide evidence to support their case.
High Welfare Need	<ul style="list-style-type: none"> • Where an applicant needs to move as their current situation is causing a significant impact of the wellbeing of the applicants • Where there is a life threatening situation developing if the applicant is not re-housed from their existing neighbourhood. • There is evidence of a dangerous and unsafe physical environment. • There is clear evidence that there would be significant health improvement if re-housed • An applicant with a high degree of vulnerability and their housing situation is having an effect on their quality of life.
High Medical Need	<ul style="list-style-type: none"> • Where applicants are unable to continue to occupy their current accommodation due to a significant high need or disability. • Where the illness is likely to seriously deteriorate, become life threatening or it is no longer reasonable for the

	<p>applicant or household member to stay in the present accommodation.</p> <ul style="list-style-type: none"> • Where the accommodation is causing an increasingly detrimental effect on their mental illness. As a result there is in an inability to cope. • When there is a high risk of or actual breakdown. • When moving is essential to avoid loss of life.
Occupants of Supported Housing	NBBC work with partners who supply move on accommodation and have adopted a move on protocol (see appendix 1. For qualification criteria)

1.2.3

Band 2	
Applicants in the following circumstances are deemed to have a priority need for re-housing with no statutory duty	
Homeless	Applicants who are assessed as homeless or threatened with homelessness but where there is no statutory duty to provide housing.
Overcrowded	Applicants who are overcrowded because their present home is short of at least 2 bedrooms.
Sharing facilities	Applicants who have to share facilities with more than one household. A household is defined as an applicant or somebody who normally resides with them and it is deemed reasonable that they would continue to live with them
Living Apart	Applicants who have no permanent address and have to move between family and friends
Medium Hardship Need	Take up particular education, employment or training opportunities in a particular Local Authority district
Medium Medical Need	<ul style="list-style-type: none"> • When change of property would significantly improve the applicant's or household member's illness or disability. • Where the illness is likely to deteriorate, it is no longer reasonable for the applicant or household member to stay in the present accommodation. • Where the accommodation is causing a detrimental effect on their mental illness and a change of property would assist.
Medium Welfare Need	<ul style="list-style-type: none"> • Where the current accommodation may be one of the causes of stress/distress to the applicant or household member. • Where there are concerns that the type of property and surroundings are affecting the situation and a change in property would significantly improve this • Where the applicant or a member of the household is experiencing difficulties within the household that is affecting the wellbeing of the applicant or a household member.

1.2.4

Band 3	
Applicants in the following circumstances are deemed low priority with no statutory duty:	
Overcrowded	Applicants who are overcrowded because their present home is short of 1 bedroom.
Single applicants low housing need	Single applicants who have always resided at their parental home and have low housing need
Low Hardship Need	Applicants who needs to move to a particular area due to a low need of supporting a vulnerable relative.
Low Medical Need	<ul style="list-style-type: none"> • Where there is some concern about physical safety, and re-housing may improve health, and a change in property would moderately improve the health of the applicant or household member • Where there is some concern that the type of property and surroundings may affect illness and the applicant may need assistance from other agencies. A change of property would moderately improve this.
Low Welfare Need	Where there is some concern that the current accommodation contributes to social isolation, restricts independence and re-housing may be required to prevent deterioration in health

2 Further Information about Certain Categories

2.1 Homeless Applicants

All Local Authorities have a legal duty under Part VII of the Housing Act 1996 (as amended by the Homelessness Act 2002) and the Homeless Reduction Act 2017 to ensure that homeless applicants owed a full housing duty are provided with suitable accommodation. Applicants meeting this criteria will be placed into band 1+.

The Housing Solutions team will express an interest on the behalf of homeless applicants on all 'suitable' properties that become available. NBBC will not advertise 50% of our general purpose stock, this stock will be directly matched to a family or individual, that is currently homeless, and occupying emergency temporary accommodation, this will assist the council to fulfil its duties under the Homeless Reduction Act 2017. Only one offer of suitable accommodation will be allocated per homeless applicant.

When acknowledged as being homeless, the applicant's acceptance letter will provide any exemptions to this e.g. to be housed in Nuneaton only, Bedworth only or not to be housed in a specific area for a reason that is supported and evidenced by the Housing Solutions Officer before determining the homeless case.

NBBC will work with all applicants who are in the Prevention or Relief stage of the Homeless Reduction Act to provide them with assistance and options appropriate to their individual situation in accordance with their personal housing plan.

Please note: Where the Authority owes a statutory duty under the Homelessness Legislation, certain criteria within the Allocations Policy may be waived and applicants may be placed within the additional preference category.

Alternatively applicants could be exempt from the additional preference category and given a reduced preference.

All cases will be referred to either the Tenancy Services Manager and the Housing Solutions Manager for authorisation. All of the facts, including documentary information will be considered before deciding if the criteria is to be waived or if an exemption is reasonable. For example, in terms of an exemption, applicants with rent arrears will need to provide clear information about the reasons for the rent debt explaining the steps they have taken to address the issue.

Where authorisation is not granted the application will be given a reduced preference for a sufficient time to give applicants the opportunity to address the issue. For example applicants with former tenant rent arrears will need to reduce the arrears.

2.2 Serious Harassment or Violence

In circumstances of serious harassment or violence, evidence will be required to support the case. An investigation will be carried out in conjunction with other agencies as appropriate. Examples of serious harassment or violence include, but are not limited to:

- An applicant suffering domestic abuse from a partner, former partner or relative with whom they currently reside and for whom the use of an injunction or other form of legal action may not be appropriate
- An applicant suffering serious harassment and legal remedies are not working or are inappropriate. Harassment implies a degree of deliberate intent with some underlying motive and can be distinguished from neighbour disputes or nuisance

2.3 No Priority

No award will be given if the:

- stress/illness will not be improved by re-housing
- interruption is of a temporary nature
- existing property is adapted to meet the needs of the applicant/ family members or further adaptations are required and are practical
- the applicant is adequately housed

Section Six - Allocation of Properties

1. Allocation of Properties

1.1 Application Shortlist

Once the deadline of the advertising cycle has been reached, and before the properties are allocated, a short list of applicants is created for each property

Expressions of interest in a property are shortlisted in a number of ways:

Banding - Expressions of interest on a property are sorted by order of priority, with Band 1+ coming top of the list as this banding represents those applicants in highest housing need, followed by band 1, band 2 and finally applicants in band 3.

Application Date - If two or more applicants within the same band have expressed an interest in the same property for which they qualify, their application date, or the date they entered their current band, will be used to determine the higher priority. In the rare instance that the band date is the same, whichever applicant expressed an interest in the property first will be successful.

Assessed Housing Need - Where properties are targeted at specific people, they will be advertised as such and those applicants with assessed need for that type of accommodation e.g. accessible accommodation for people with disabilities or new build properties where certain eligibility rules apply under special Planning requirements (Section 106 Agreements) will be given priority over those applicants without an assessed need.

Local Connection Criteria - Local Connection Criteria, as outlined in section two will also be taken into consideration when prioritising applicants.

If an applicant is positioned first for more than one property, and provided the eligibility criteria are met, they will be contacted to make a decision about which property they wish to accept.

1.2 Best Use of Stock

Accommodation will normally be offered according to an applicant's needs. All properties will be clearly labelled in a way that provides as much information as possible to show who is allowed to apply for the property concerned – for example by indicating family size or age of applicant. Properties will be allocated in a way that makes the best use of the housing stock.

1.2.1 Best use of housing stock criteria:

- One bedroom for each adult or couple, who live together as a 'household' or family unit. Two adults in the same property who are not a couple will be allowed a bedroom each
- A child under the age of 16 will be expected to share with another child of same sex, while children under the age of 10 will be expected to share with other children regardless of sex
- A bedroom will be allowed for a non-resident carer where it is proven that they provide overnight care to a person with a disability and need a bedroom to deliver the care
- Independent Living accommodation will be allocated to applicants aged 55 or over (50 to 55 with high needs).
- Bedsits will be allocated to single people only
- Ground-floor accommodation will only be allocated to applicants with an assessed medical or mobility need for ground-floor living.
- An expected child is included once the applicant is over 24 weeks pregnant unless the applicant falls under an Additional Preference category

Where an applicant does not meet the criteria outlined, they will not be considered for the property. In certain circumstances NBBC reserves the right to modify the criteria at their discretion particularly where enforcing the criteria would result in unfairness to the particular applicant or other applicants generally. For example, the size of the bedrooms in a property and the relationship between those sharing a bedroom may be taken into account as well as the sex of the children when carrying out an overcrowding/bedroom shortage assessment.

The Council recognise that there may be exceptional circumstances where it becomes necessary to reconsider the criteria in the case of individual applicants who would not normally qualify.

The Council may reconsider the qualification of individuals in extreme exceptional circumstances, where there is a threat to life, no other housing options are available for homeless applicants where all prevention and relief options have been exhausted.

In addition for extremely vulnerable homeless applicant's to move from a temporary tenancy to an introductory tenancy. In this circumstance to meet this urgent housing need, the property concerned will be allocated outside of the Lettings Policy and will be authorised by the Housing Solutions Manager.

1.3 Succession Rights and 'Left In' Occupation

For new tenancies that began after the 1st April 2012, the succession rights have changed for tenants. Under the new regulations only a spouse or partner can succeed to a tenancy after the death of a tenant. For all other tenancies which started before 1st April 2012 succession rights remain the same.

When a tenant has succeeded to a tenancy, but the property is more extensive than they need, the tenant may be asked to move to more suitable accommodation.

In these circumstances, a reasonable alternative housing offer will be made. If this offer is not accepted, possession of the property may be sought through the Court.

No Succession Rights and 'Left in Occupation

When an applicant does not have a right to succeed to a tenancy but is left in occupation on the death of the tenant, NBBC may consider whether the applicant:

- Has been living with the tenant for 12 months before the tenants' death as his or her main and only accommodation
- OR**
- Has accepted responsibility for the tenants' dependants and therefore requires occupation of this property in order to comply with their legal guardianship of the deceased's dependants

Depending on the applicant's circumstances, NBBC may consider granting a tenancy to the remaining person or persons. This could be either in the same home or in suitable alternative accommodation.

Applicants must be able to evidence that they have lived in the property for a minimum of 12 months using the property as their main and principal home.

Applicants who have not lived in the in property for 12 months must be able to evidence that they used the property as their main and principal home to give care and support.

Each case will be investigated by the Landlord Services Team.

If the applicant is to be allocated another property, the applicant will be awarded a reasonable preference and one reasonable offer only may be made. If that offer is refused, possession of their current residence may be sought through the Court.

1.4 Access to Children

For those applicants who require an additional bedroom for access purposes, appropriate information to verify these circumstances will be required. Examples of suitable documentation include (but are not limited to) a copy of the Court Order, if one is in place, or a Residency Order and proof of Child Benefit. Each case will be assessed on an individual basis.

If an applicant has regular access to their children but there is an arrangement for them to live mainly elsewhere, they will be able to express an interest in

properties that are advertised, but preference will be given to applicants with children who are permanently living with an applicant.

It should be noted that Housing Associations who provide nomination rights to the Council may not allow applicants with access to children an extra bedroom. Advice with regard to welfare benefit entitlements will be given before applicants are selected for properties where they may be deemed to have a spare bedroom.

1.5 Local Lettings Policies

From time to time NBBC may agree a Local Lettings Policy for specific areas, individual properties or developments in order to reflect local circumstances. Any such policy will have regard to considerations such as the social mix, density, and age and community stability of the area. Any such policy will be time limited, but during that time properties may be let to applicants outside the normal rules for priority and banding included in this policy.

1.6 New Affordable Housing Developments

The Local Lettings plan for new builds confirms the process by which the Council's new build properties, and those of partner Registered Providers will be allocated. Applicants will be able to use the Council's Choice Based Lettings system to register as normal and become LIVE applicants, banded according to their housing need in line with the current Housing Allocations Policy. At the point of advert however, reference to this Local Letting Plan divide the allocation of the properties by the following percentages:-

1. 40% of units will be advertised for those applicants that are currently Council or Housing Association tenants needing to upsize, or downsize, according to their housing needs. (Transferring tenants)
2. 30% of units will be advertised for those applicants registered in Band 1+
3. 30% of units will be advertised for those in bands 1 to 3 (inclusive)

1.7 Support for Vulnerable Applicants

NBBC will ensure that vulnerable applicants are able to access the scheme. When a vulnerable applicant is identified, every effort will be made to assist and support them through the application process. Some applicants will require or request support and assistance with accessing information about available properties, expressing an interest or making a decision about an offered property. In all cases the level and type of support required will be decided on an individual basis. In some cases however, NBBC may have to use specialist staff to express an interest on their behalf.

A number of measures will be put in place to ensure that vulnerable applicants are not disadvantaged for example through:

- Providing appropriate advice and assistance
- Providing information in other formats
- Partnership working with support agencies
- Translating key documents
- Ensuring appropriate support is available for applicants using the system

NBBC would like applicants, whatever their background or presumed ability, to become active participants in the choice based lettings process. However, NBBC recognises that in limited circumstances it may be necessary to place certain vulnerable applicants outside of this process, and to allocate properties to them.

1.8 Applicants ready to move on from Supported Accommodation

Applicants moving on from agreed partnership accommodation (see Appendix 1) must register on NBBC Homes and follow the application process set out in Section 3: How to Apply. Applicants will normally be required to have successfully completed a minimum of nine months in supported accommodation before being considered ready to move on. An email referral will need to be sent to the Choice Based Lettings at CBL@nuneatonandbedworth.gov.uk

Where an applicant is considered ready to move on prior to completing six to nine months, the relevant Support Agency must confirm that the applicant has fully met all agreed support outcomes and can sustain independent accommodation.

Applicants who have not yet completed the required six to nine month period may be registered on NBBC Homes in a suspended status. The application will remain suspended until the Support Agency confirms that the applicant is ready to move on.

The Choice Based Lettings Team will consider all information when determining whether the application can be made active.

1.9 Viewing Properties and Receiving Offers

When an applicant is offered a property, NBBC will contact the applicant to request any outstanding documentary evidence required for an offer. Applicants will be contacted by the telephone number and email address provided on their application. If the Choice Based Lettings team are unable to make contact within a three working day period the potential offer will be withdrawn. It is the applicant's responsibility to be available for any potential offers and advise the Choice Based Lettings team of any unavailability.

Once the applicant has been formally offered a property, they will have the opportunity to view the accommodation with a Tenancy Management Officer before signing for the tenancy. For Independent Living accommodation the Independent Living Officer will show the applicant around the property.

The Tenancy Management Officer will make contact by the telephone number and email address provided on their application to view the property before signing for the tenancy. If the Tenancy Management Officer is unable to make contact within a three working day period the offer will be withdrawn. It is the applicant's responsibility to be available for any viewings/offers and advise the Choice Based Lettings team of any unavailability

1.10 Mutual Exchange

A mutual exchange is the swapping of homes by two or more council housing tenants without having to go through the housing application and bidding process. In a mutual exchange tenants can not only swap properties but may also step into each other's shoes in respect of the terms and conditions which govern the tenancy.

Council housing tenants can register with [HomeSwapper](#) free of charge to search for a mutual exchange

HomeSwapper can help you to swap your council or housing association home with other social housing tenants (secure tenants only).

You can add your mutual exchange to the website, it is quick and easy. Your advert will be seen by thousands of people that use the website to arrange a Council house swap.

1.11 Independent Living Accommodation

The following criteria explains the eligibility criteria for applicants who wish to express an interest in Independent Living Accommodation.

Independent Living Accommodation aims to give our tenants, security of tenure, support to enable them to remain independent in their own home for as long as possible, time to listen to views, concerns and questions, dignity, respect and excellent customer care

All properties are linked to the Councils control centre to provide 24 hours, 7 days a week, 365 days a year emergency cover.

Properties are allocated to applicants aged 55 or over with a low, medium or high, welfare, medical and hardship need and to those aged 50-55 with a very high, welfare, medical or hardship need. A full explanation is available in the, Bands in More Detail Section, below is a summary:-

Medical Grounds

Evidence will need to be provided to understand how a move from the applicants' current accommodation will assist with their housing need. Priority may be awarded as High, Medium or Low the evidence received should

advise how the move will directly benefit the health of the customer or their household.

Welfare Grounds

Evidence will need to be provided to understand how a move from the applicants' current accommodation will assist with care or support needs. Priority may be awarded as High, Medium or Low depending on if the evidence received will assist with care or the support needs of the customer or their household.

Hardship Grounds

Evidence will need to be provided to understand how a move from that applicants' specific locality will improve hardship or in order to give or receive care or take up particular education, employment or training in a particular Local Authority district.

Applying for properties

Once your need level has been established you will be awarded a band on the system which will enable you to express an interest in properties. If applicants need any further assistance on how to express an interest, please contact a member of the Choice Based Lettings Team.

Pets

All tenants must request permission before bringing a pet into their home. This generally relates to cats and dogs as they have the potential to have an impact on the scheme.

Under no circumstances will permission be granted where the pet poses a potential risk or threat to other tenants, staff or visitors to the scheme. Permission will always be refused for animals that are restricted by law, for example under the Dangerous Dogs Act and the Protected Species Acts. For more details regarding the pet policy please visit the Nuneaton and Bedworth Borough Council <https://www.nuneatonandbedworth.gov.uk/>

Exclusion due to unacceptable behaviour

When deciding whether an applicant is eligible for Independent Living Accommodation, NBBC will consider the behaviour of not only the applicant but also that of the other members of their household. NBBC may decide that an applicant should be treated as ineligible for independent living housing. A decision letter will be given in writing advising of the applicant's rights to appeal this decision. It will also advise if the applicant qualifies for our general purpose stock or if the applicant is not eligible for housing.

1.12 Reviews

Applicants have the right to request a review of decisions made in the allocation process.

The applicant's request for a review of the decision must be made within 21 days of the date on their decision letter. The applicant should provide supporting evidence if necessary, and explain why they require a review of the original decision.

An independent Senior Officer will investigate the review (this Officer will not have been involved in the original decision making process). The Officer will consider the evidence provided and decide whether to overturn or support the original decision. The applicant will be informed in writing within 8 weeks of the day the review request was received. The reply will contain the decision made, the reasons for the decision and the facts taken into account when making the decision.

Whenever necessary, the Local Authority will also communicate with applicants via other means, such as email, telephone/videotelephone, letter/leaflet or in-person.

There is no further right of appeal if the applicant is not satisfied with the decision on review. Any further challenge would have to be through the Courts by way of Judicial Review or by taking their case to the Local Government Ombudsman.

1.13 Making a Complaint

If an applicant is dissatisfied with any aspect of the way in which their application for housing is dealt with they should contact NBBC. All applicants who make a complaint will be treated fairly, objectively and in line with NBBC's Complaints Policy. A reply to the complaint should be received in writing within 10 working days.

Whenever necessary, the Local Authority will also communicate with applicants via other means, such as email, telephone/videotelephone, letter/leaflet or in-person.

Applicants should seek their own legal advice if they are dissatisfied with any decision made by the authority in relation to an application made under this Scheme. If an applicant is dissatisfied with how their application and any subsequent complaint has been handled by the Local Authority, they will be informed of their right to make a claim of maladministration to the Local Government & Social Care Ombudsman.

Appendix 1

NBBC Move-On Protocol

To be considered for move-on, residents must meet all NBBC eligibility criteria and have engaged meaningfully with their supported accommodation for six to nine months, unless there are exceptional circumstances. They must also meet the NBBC Allocations Policy, including having a local connection, an identified housing need, and no unresolved barriers such as unmanaged ASB or outstanding risk concerns. Residents must show they have the skills, stability, and resilience required for independent or semi-independent living. Partners who have signed up the Move on Scheme are P3, Doorway and St. Basils

2. NBBC Responsibilities

NBBC is responsible for assessing all Move-On Protocol referrals consistently and fairly. This includes verifying that the resident meets Allocations Policy eligibility, reviewing evidence submitted by the provider, and awarding the appropriate band. Where information is missing or unclear, NBBC will request further clarification to ensure decisions are fully informed. Once a decision is made, NBBC will communicate outcomes to both the provider and the applicant and will ensure that reasons for refusal or delay are clearly explained.

NBBC also oversees the allocation process by advertising available properties through NBBC Homes and informing residents and providers when a bid has been successful. The council coordinates viewings, confirms suitability, and applies the reasonable refusal policy fairly and consistently across all applicants. In cases involving safeguarding or risk issues, NBBC will review updated risk assessments and engage with multi-agency partners where necessary.

3. Support Provider Responsibilities

Support providers are responsible for ensuring that residents engage fully with their supported accommodation placement, and for evidencing this through accurate and timely recording. They must communicate proactively with NBBC where suitability or engagement issues arise.

During the allocation process, providers must assist residents with bidding on NBBC Homes and ensure that regular bids are placed until a suitable offer is made. They are expected to help residents attend viewings, assess suitability, and prepare for tenancy start-up by supporting benefit claims, financial planning, and practical arrangements. Providers also hold a responsibility to

manage safeguarding and risk throughout the process, keeping NBBC informed of any changes that may impact the resident's ability to move on.

After the tenancy begins, providers must ensure that referrals for floating support are completed if required, deliver agreed levels of support, and report any tenancy concerns to NBBC promptly to prevent tenancy breakdown.

4. Applicant Responsibilities

Applicants are expected to take an active and responsible role in their move-on process. They must engage with their support plan over the required six-to-nine-month period, attend keywork sessions, and work toward developing the skills necessary for independent living.

Applicants are responsible for engaging proactively with the bidding process, attending viewings, and cooperating with both NBBC and their support provider.

They should only refuse property offers where there are reasonable grounds, as unreasonable refusals may impact their housing priority. Prior to moving, residents must complete necessary financial and practical steps to prepare for their tenancy and engage in floating support or ongoing support services where these are identified as necessary.

Appendix B

Equality Impact Assessment - Screening



Name of Policy/Procedure/Service	Housing Allocation Policy
Service Unit	Strategic Housing
Date of Implementation	March 2026

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			X


Partnership			
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 direct equality issues identified. This Policy potentially has a positive impact on several of the protected characteristics highlighted above.

Signed	
Officer completing assessment	Craig Dicken
Date	16 th March 2026



AGENDA ITEM NO. 7

NUNEATON AND BEDWORTH BOROUGH COUNCIL

Report to: Individual Cabinet Member Decision

Date of Meeting: 23rd April 2026

Subject: Management Move Policy

Portfolio: Housing

Responsible Officer: Sharon Clinton – Assistant Director for Housing

Corporate Plan – Theme: 4 – Your Council

Corporate Plan – Aim: Strategic Aim 7 – Deliver a modern organisation with agile an effective structure that meets the needs of residents.

Ward Relevance: All

Public or Private: Public

Amendment to Budget: No **Council Tax Related:** No

Recommendation to Council/Cabinet/Committee: Yes

Forward Plan: Yes

Subject to Call-in: Yes

-
1. Purpose of report
 - 1.1. To seek approval for the amendments to the Management Move Policy, following a full review undertaken with tenants, internal service teams, partner agencies and Senior Leadership Team (SLT).
 - 1.2. The revised policy strengthens clarity, consistency and transparency in decision-making, incorporating improved operational processes and governance expectation

2. Recommendations

- 2.1. Approve the proposed amendments to the Management Move Policy, which strengthen prevention outcomes and support the more effective use of supported and general needs housing resources.
- 2.2. Approve implementation and publication of the revised Management Move Policy following ICMD approval.
- 2.3. Approve the revised Management Move Policy through the SLT governance route, noting that previous versions were endorsed only through ICMD.

3. Background

- 3.1. A comprehensive review of the Management Move Policy was undertaken to ensure that it reflects current tenant needs, statutory requirements, operational practice, and best-practice guidance.
- 3.2. The review identified a need to enhance clarity around decision-making, evidence requirements, panel processes, partnership working and communication with tenants.
- 3.3. The revised policy ensures robust governance, consistent assessment criteria and improved cross-service alignment.

4. Body of report and reason for recommendations

- 4.1. The review of the Management Move Policy identified a number of areas where greater clarity, consistency and transparency were required in order to support effective and fair decision-making. The revised policy strengthens the Council's approach by clearly defining the criteria under which a Management Move may be approved, ensuring that decisions are based on robust evidence and a comprehensive assessment of risk. This includes clearer processes for responding to cases involving crime, anti-social behaviour, hate crime, medical needs, and property related hazards, including Category 1 hazards identified through the Housing Health and Safety Rating System.
- 4.2. The updated policy also introduces defined timescales for officer responses and panel decision making. This ensures tenants receive timely decisions and reduces uncertainty during what are often high-risk or distressing situations. The strengthened role of multi-agency working further supports effective risk assessment, allowing for better collaboration with partners such as Warwickshire Police, social care, health

professionals and specialist support agencies. This delivers a more holistic and informed approach to managing cases.

- 4.3. Feedback gathered through the consultation process highlighted the importance of regular communication with tenants throughout their application. In response, the policy has been updated to require consistent updates and improved signposting to available support. Similarly, consultation feedback emphasised the need to ensure that any accommodation offered is appropriate and meets the identified needs of the household. The updated policy now requires suitability checks as part of the assessment and decision-making process.
 - 4.4. Senior Leadership Team review has further strengthened the policy by ensuring alignment with corporate governance expectations. The revised policy reflects current organisational standards relating to transparency, accountability and evidence-based decision making. It supports fair treatment of tenants, safeguards consistency in approach across service areas and reduces the risk of challenge arising from unclear policy wording or inconsistent interpretation.
 - 4.5. Overall, the revised Management Move Policy provides a more robust, fair and transparent framework. The amendments improve the customer experience, reinforce good governance, and ensure that tenants in exceptional and high risk circumstances receive a timely and appropriate response.
5. Consultation with the public, members, officers and associated stakeholders
 - 5.1. Feedback gathered during the SLT consultation stage has been reviewed and incorporated into the final version of the policy to ensure it reflects operational and governance requirements
 - 5.2. Consultation with tenants, internal teams and Warwickshire Police showed broad support for the revised policy. Key feedback focused on improving communication and ensuring property suitability. Minor changes were made, including adding the CBL Team Leader to the decision panel and strengthening update requirements.
6. Financial Implications
 - 6.1. There are no additional financial implications. The amendments provide policy clarification rather than introducing new expenditure
7. Legal Implications

- 7.1. The revised policy ensures compliance with relevant legislation, including:
 - Housing Act 1985
 - Housing Act 1996 (Part 6 exemptions for landlord-initiated transfers)
 - Duties relating to tenant safety and secure tenancy rights
- 7.2. Clearer criteria and decision processes reduce the risk of legal challenge.
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. The revised policy strengthens partnership working with Warwickshire Police and other agencies when assessing risk to life, crime, anti-social behaviour and hate crime.
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. Biodiversity Implications
 - 14.1. No direct biodiversity implications have been identified.
15. Local Government Reorganisation (LGR) Implications

15.1. No direct LGR implications have been identified.

16. Options considered and reason for their rejection

16.1. 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	Not recommended policy clarity and governance gaps would remain
B	Retain existing policy without incorporating consultation feedback	Not recommended does not meet statutory, operational or governance expectations
C	Implement a partial update only	Not recommended would not provide sufficient clarity or address identified inconsistencies.

17. Conclusion

17.1 The amendments improve clarity, consistency, and transparency in the Management Move Policy. The revised policy improves tenant experience, enhances governance and ensures fair, evidence-based decision-making across services.

18. Appendices

18.1. Please note the following appendices:

- i. Appendix A – Revised Management Move Policy
- ii. Appendix B – Equality Impact Assessment
- iii. Appendix C – Consultation Summary

19. Background papers

19.1 No background papers

Appendix A

Management Move Policy Quality Record

Revision	Date	Description	Stage	Agreed
Draft	20 May 2025	First revision	Draft	1 August 2025
Draft	1 August 2025	Second revision	Draft	22 September 2025
Draft	22 September 2025	EqlA	Draft	22 September 2025
Draft		Single Member Decision	Draft	

Author and Version information

Name: Kayleigh Garner

Version no: 1

Date: 22 September 2025

Approved by: **IN DRAFT**

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1. Introduction

- 1.1 Nuneaton and Bedworth Borough Council is a Local Authority with approximately 5,600 properties across the Borough.
- 1.2. Our tenants are offered a variety of tenancies during their first 12-months (unless the allocation was a transfer from another social housing tenancy) in-line with the Tenancy Policy and they will become a secure tenant after this time.
- 1.3. The Local Authority has a high demand for social housing in the borough; and therefore, all options for assisting our tenants remain in their current accommodation should be exhausted before considering an application for a Management Move – this includes a mutual exchange, additional safety measures etc.

2. Policy Statement

- 2.1. When letting the Council's properties, we have a duty to house those in greatest need of housing. The Council recognises that there will be exceptional situations where existing tenants may require urgent re-housing in specific circumstances. Agreeing to a management move is exceptional, as the decision overrides the Choice Based Lettings process and as a result delays the rehousing of other applicants on the transfer list and housing register who may also have high needs.
- 2.2. The circumstances of the tenant will need to be extremely serious to justify a management move. The Council will consider every case on its individual merits, and ensure the approach is reasonable and effectively controlled and monitored.
- 2.3. The Council recognises that moving is difficult and will offer alternative remedies to allow tenants and their permanent household members to remain in their homes, safely and promptly. However, we understand there are occasions where this is not possible, and an urgent move is the only way to alleviate a problem.

3. Legislation

- 3.1. Management Move are exempt from the rules under Part 6 of the Housing Act 1996 as this is treated as a transfer that is initiated by the 'landlord'.

4. Purpose

- 4.1 This policy sets out the Council's approach to managing emergency situations where tenants are unable to remain living in their homes and require urgent permanent re-housing in specific circumstances.
- 4.2. The purpose of this policy is to ensure that Nuneaton and Bedworth Borough Council have a consistent; fair; and transparent approach in the way it deals with requests from tenants to urgently transfer to alternative accommodation in exceptional circumstances.

5. Scope

- 5.1 This policy outlines our approach to letting the Council's Housing Revenue Account (HRA) properties only in cases of a management move for existing Council tenants only.

- 5.2. This policy does not cover temporary or permanent decants where the tenant needs to or intends to return to the same property. These moves are covered in the Decant Policy.
- 5.3. Tenants who hold a tenancy with Nuneaton and Bedworth Borough Council may be considered for a Management Move depending on the assessment of their circumstances by the Local Authority.
- 5.4. Introductory tenants do not normally have the right to apply for a move until they become a Secure tenant. In cases where a Management Move is being considered, the Management Move Panel consisting of the Landlord Services Manager and Housing Solutions Manager must authorise the request.

6. Responsibility

- 6.1. The Assistant Director for Social Housing & Community Safety retains overall responsibility for the implementation of this policy.
- 6.2. The operational day to day delivery of the policy is the responsibility of the Landlord Services Manager, Housing Solutions Manager and Team Leaders.
- 6.3. Compliance with this policy from Officers will be randomly monitored through monthly 1-2-1s and quality and assurance exercises by Team Leaders.
- 6.4. All staff managing cases are responsible for reading and familiarising themselves with this policy and the associated procedures.

7. Criteria for a Management Move

- 7.1. Management Moves may be considered for existing tenants where they cannot remain in their current property or where it is demonstrated that remaining in their existing property would endanger their lives or the life of a permanent household member.
- 7.2. The following circumstances are where a management move may apply:
 - Risk to Life due to Crime, Anti-Social Behaviour and Hate Crime- this occurs when a tenant, or permanent household member of the tenant is the victim of a threat of serious physical harm or has already been physically harmed. A threat would be considered where it can be demonstrated that perpetrators have been physically engaged in actions aimed at causing personal injury to either the tenant and/or their permanent household member. This can include physical damage to their property or belongings.
 - Risk to Life due to Property Condition – this occurs where the Council or one of its duly appointed contractors identify any category one hazards as defined by the Housing Health and Safety Rating System (HHSRS) and that cannot be promptly resolved to reduce the risk posed to the tenant and their household.
 - Risk to Life due to Medical or Welfare Needs – this occurs where the tenant or a permanent household member has an exceptional need to be rehoused and applying and waiting for a move via the housing register would endanger their lives.
- 7.3. Criteria not considered under the Management Move Policy

The following situations will not be considered for management moves:

- For survivors of domestic abuse, support to remain in the property or to move urgently to alternative accommodation is covered in our Domestic Abuse Policy and Allocations Policy.
- If a property becomes uninhabitable (for example: fire, flood, extensive structural works, damp & mould, or major repair works are identified); these instances are covered in the Decant Policy.
- Instances of neglect, intentional damage or refusal to have remedial works carried out to a property by a tenant, their household members or visitors are excluded from this policy.

8. Management Move Applications

- 8.1. If a tenant or permanent household member's life would be in danger to remain in their property, they must contact the Council immediately. This can be done in the following ways:
 - Contact their Anti-Social Behaviour Officer
 - Contact their Tenancy Management Officer or Independent Living Officer
- 8.2. The Lead Officer will contact the tenant within one working day of receiving the request for a management move to ascertain details of the situation endangering lives.
- 8.3. The Officer will compile a Management Move Review Pack within two working days of the request, and the Management Move Panel will hear the case within five working days of the request.
- 8.4. The Lead Officer will determine if temporary accommodation is required whilst the Management Move decision is pending, and if approved, whilst waiting for an offer of alternative accommodation.
- 8.5. When offering temporary accommodation, this is at the Council's discretion, and we will only offer temporary accommodation in a location we deem suitable for the tenant and their permanent household members.
- 8.6. Temporary accommodation availability is limited, and we can only make offers to temporary accommodation where there are vacancies. Please note that temporary accommodation could mean moving out of the local area. Every effort will be made to minimise distress and inconvenience where practicable.

9. Supporting Documentation for a Management Move

- 9.1. To enable the Council to risk-assess every situation, supporting documentation and evidence will be needed to support every application for a management move. The Council will need explicit consent to request this evidence from any relevant party or organisation to support the application. Failure to provide this consent will lead to the management move request being refused.
- 9.2. Crime, Anti-Social Behaviour and Hate Crime

When determining if a threat is credible, we will consider any current or previous actions or patterns of behaviour displayed by the perpetrator. We will also consider where there is a continuous and escalating pattern of more severe threats to the victim. In these situations, the combination of all

previous incidents suggests that a serious threat, assault or other forms of physical harm is more likely to be carried out against the tenant or their permanent household members. Examples of this would include anti-social behaviour, hate crime and cuckooing.

Supporting documentation and evidence should include:

- Evidence from the Police (Inspector, or a Sargeant with Inspectors approval) which establishes that the tenant must move to reduce the risk to them and/or their permanent household members.
- Additional evidence from a third professional body (Victim Support for example) are also required to confirm how a move to alternative accommodation will solve/alleviate the issues.

In these cases, tenants will need to be assessed as being at significant risk of ongoing harm in their current property and/or locality and there are no other alternative remedies available to significantly reduce or eliminate the risk other than transferring to alternative accommodation.

Property Condition – Category One Hazards

The Housing Health and Safety Rating System (HHSRS) stipulates 29 potential hazards in the home which, when assessed alongside the likelihood of an incident occurring and how serious the outcome could be should the worst For any cases of overcrowding, we will signpost to the Local Authorities Choice Based Lettings Team and promote mutual exchange. Should we be aware of any severe cases of overcrowding, we will assess using the HHSRS and where it is determined that this is causing a Category 1 hazard, we will consider a Management Move application.

Where a tenant is being considered for a Management Move due to HHSRS and/or Cat1 Hazards, all evidence must be given to the case officer by the Local Authorities Capital Projects and Property Services Team as soon as possible – including photographs, referral forms, inspection forms, and evidence of conversations had with the tenant(s) involved.

Medical or Welfare Need

Where there is an urgent medical, disability or welfare need which means that the tenant cannot access or continue to occupy their current property, we will consider if remaining in the property would endanger their life. Examples of this include trauma, a life changing accident, a medical condition requiring specialist equipment that there is insufficient space for in the current property.

Supporting documentation and evidence should include:

- Confirmation of any diagnoses, medication, medical history and treatments by medical professionals
- An assessment provided by an Occupational Therapist to determine what accommodation is required
- Partnership working with agencies, where there are physical or mental health needs, is key to successfully considering a managed move and support needs for customers.

- If a Management Move is necessary for these reasons, the Landlord Services Team will complete a consultation with other residents that may be affected to ensure their properties are habitable.

10. Partnership Working

10.1. Where possible, we will work with other agencies to combine resources and take a partnership approach to find a suitable solution for our tenants, including gathering all evidence. Examples of our partner agencies include, but are not limited to:

- Warwickshire Police
- Warwickshire Fire & Rescue Service
- MARAC
- Warwickshire County Council and other relevant Local Authorities departments (including Environmental Health, Children and Adult Services, Housing and Education)
- Probation Service
- Youth Justice
- Refuge and other domestic abuse support services
- Substance misuse support services
- Warwickshire Modern Day Slavery Network

10.2. Where an agency such as the Police refer a tenant to us for assistance for a Management Move, the assigned Anti-Social Behaviour Officer for the area will contact the tenant(s) directly for further information and to start an investigation and consider whether the tenant and their permanent household members require temporary accommodation via the Decant Policy.

11. Panel Meetings

11.1. The Landlord Services Manager; Housing Solutions Manager; Anti-Social Behaviour Team Leader; Tenancy Management and Engagement Team Leader; Independent Living Team Leader; Choice Based Lettings Team Leader; and Housing Solutions Team Leader have authority to make decisions on Management Move applications.

11.2. The panel meetings must take place within 14-days of the application being submitted and there must be at least 2 Managers/Team Leaders sitting on the panel.

11.3. The tenants do have the option to attend the panel meetings for their Management Move applications and bring a friend/representative/family member along if they wish to do so.

11.4. The case officer must confirm the date and time of the panel meeting with the tenant and a member of the panel will write to the tenant to confirm the decision within 5-working days of the meeting.

12. Management Move Decisions

12.1. Once the Management Move Panel have made their decision, this will be communicated verbally and in writing to the tenant.

12.2. Approved

Where Management Moves are approved, the following applies:

- The type of accommodation that will be offered

- The elements of the property that are needed, e.g. level access bathing facilities, ground floor accommodation, wheelchair accessible accommodation
- The localities in which accommodation will be offered in

Refused

Where a Management Move has been refused, reasons for this decision will be provided to the tenant. The tenant has a right of appeal if they are dissatisfied with this decision.

12.3. Offers of Accommodation, Reviews and Monitoring

One offer of suitable accommodation will be made under the Management Move Policy. If this offer is refused, the Management Move status will be withdrawn and the tenant must return to their property as their main and principal home.

If the tenant does not believe the offer of accommodation is a suitable offer, they have the right of appeal.

When offering accommodation, the Council will work to the Allocations Policy to determine property and locality suitability depending on the needs of the tenant and/or their household members are identified in the Management Move Review.

Tenure will not be impacted by a Management Move.

Where there is a risk identified to the tenant and their permanent household in their current accommodation, the Council will not consider them for housing within a two-mile radius of their current property.

If the tenant requires rehousing outside of the Borough, the tenant must apply directly to the relevant Local Authority or Housing provider in the area they need.

- 12.4. Tenants who have been approved for a Management Move will have their cases reviewed bi-monthly by the Landlord Services Manager and Housing Solutions Manager. Each case will be reviewed individually to ascertain any significant changes. In some cases, some tenants will be removed.

Examples of cases being removed from the Management Move list could include:

- The perpetrator(s) have moved/terminated their tenancy
- Injunction(s) have been awarded and offer protection to the tenant(s)
- The tenant has refused a reasonable offer of alternative accommodation; and/or
- The tenants are failing to engage with the case officer.

- 12.3. The case officer will be responsible for contacting the tenant for regular updates and should their case be removed from the Management Move list; they must be informed via telephone or in person, and followed up in writing, outlining the reason for the removal.

13. Appeals

- 13.1. A tenant can appeal the decision for a Management Move – 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 all supporting evidence and supplementary information for their appeal.
- 13.2. The Landlord Services Manager or Housing Solutions Manager (either manager who is not involved in the original panel meeting) will review the Management Move review form; supporting evidence; decision letter; and case notes when completing the appeal.
- 13.3. Regardless of the appeal outcome, this will be confirmed in writing with the tenant within 10 working days of receiving the appeal request.

14. Related Documents

14.1. This policy relates to the following documents:

- Tenancy Policy
- Decant Policy
- Domestic Abuse Policy
- Allocations Policy

15. References

15.1. This policy refers to:

- Tenancy Policy
- Decant Policy
- Domestic Abuse Policy
- Allocations Policy
- Anti-Social Behaviour Policy
- Hate Crime Policy
- Anti-Social Behaviour Procedure
- Management Move Procedure
- Housing Solutions Procedure

16. Review

16.1. This policy will be reviewed every three years or on the introduction to new legislation; regulation; or good practice guidance.

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

Appendix B **Equality Impact Assessment - Screening**



Name of Policy/Procedure/Service	Management Move Policy
Service Unit	Housing and Communities
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 direct issues identified. There are possible positive impacts of the protected characteristics of disability as the policy considers a persons disability as grounds for a management move.

Signed	
Officer completing assessment	Craig Dicken
Date	25 th November 2025

APPENDIX C

NUNEATON AND BEDWORTH BOROUGH COUNCIL

MANAGEMENT MOVE POLICY CONSULTATION REPORT

Report to: Assistant Director and Strategic Director.

Date: 4 November 2025

From: Kayleigh Garner – Anti-Social Behaviour Team Leader

Subject: Management Move Policy (Draft) Consultation Report

Portfolio: Social Housing & Community Safety (Councillor Christopher Watkins)

Purpose of Report

The aim of the report is to provide an overview of the responses from our tenants of the Borough, the proposed Management Move Policy and provide recommendations for change to the proposed based on the feedback provided.

The objective of the consultation was to review the feedback on our proposed policy to demonstrate compliance with the Consumer Standards issued by the Regulator of Social Housing. This will also ensure we treat tenants with fairness and respect, and to ensure they have a voice in shaping and improving the housing service we provide.

Consultation

The Management Move Policy went out for consultation from 18 September 2025 to 31 October 2025.

The draft copy of the policy was uploaded to the Council's website and contact was made to residents who have been involved in the assignment process over the last 12 months.

The Council wanted to hear from residents to understand their views/preferences before the policy was implemented; to increase transparency; and identify potential changes and improvements.

Summary of Consultation Feedback: Tenant Assignment Policy

Management Move Policy: The consultation was completed with residents who have been involved in the Management Move process since 1 April 2024.

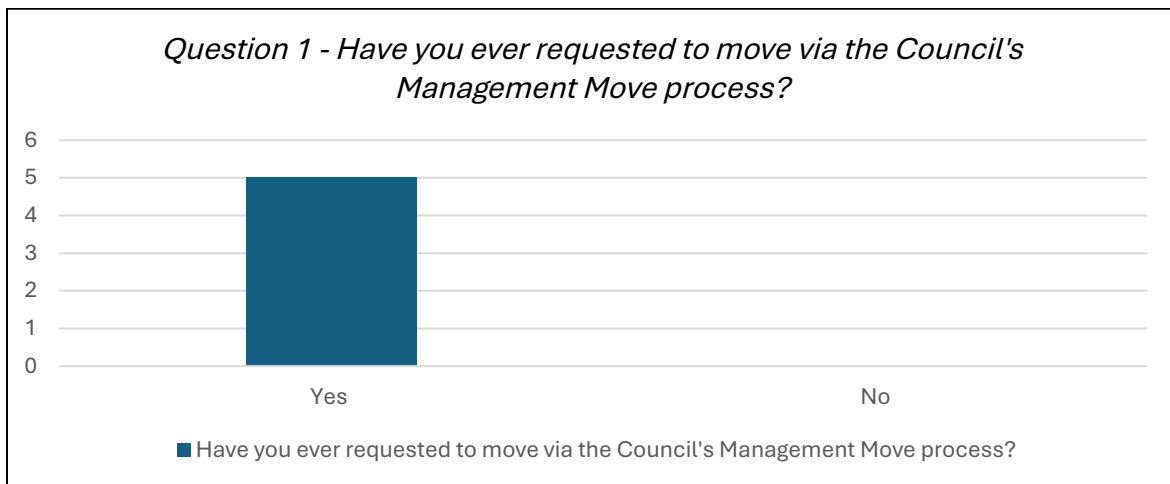
The Anti-Social Behaviour Team Leader also consulted with Anti-Social Behaviour; Tenancy Management; Tenancy Support; Domestic Abuse Co-ordinator; Property Services; Capital Projects; Choice Based Lettings; Housing Solutions and Customer Services Teams at NBBC – this is because they assist with assignment

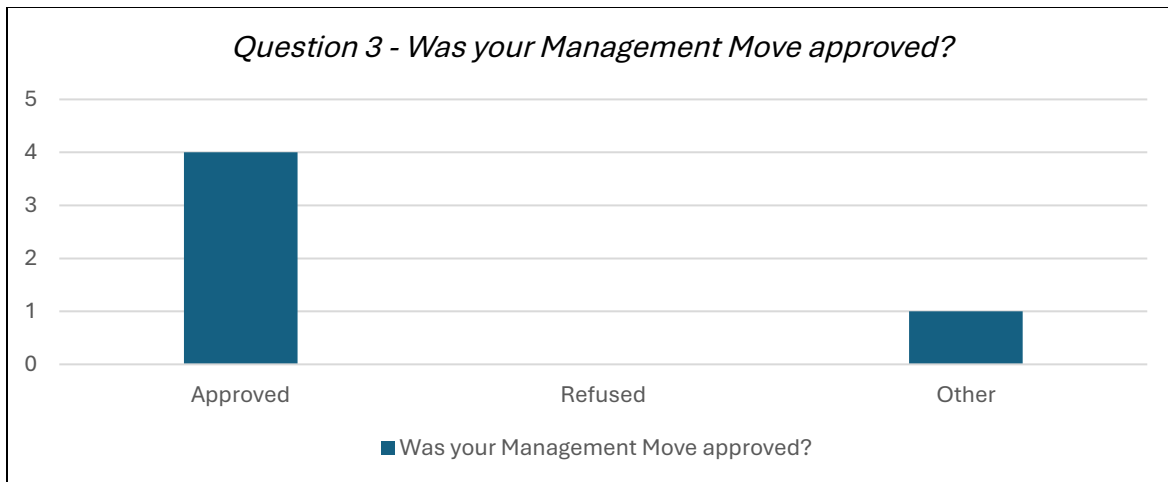
requests/enquiries and will be assisting us with implementing procedures when the new policy comes in.

Warwickshire Police were also consulted with on the proposed policy as the Anti-Social Behaviour Team rely on Warwickshire Police for providing the Council with evidence to confirm the tenants position in terms of safety to remain in their home.

Feedback from Tenants

The Tenant Engagement Team contacted residents and discussed the below questions regarding the proposed policy – the details and outcome of the consultation are detailed below. The Tenant Engagement Team received 5 out of a possible 13 responses, which equates to 38.46%.

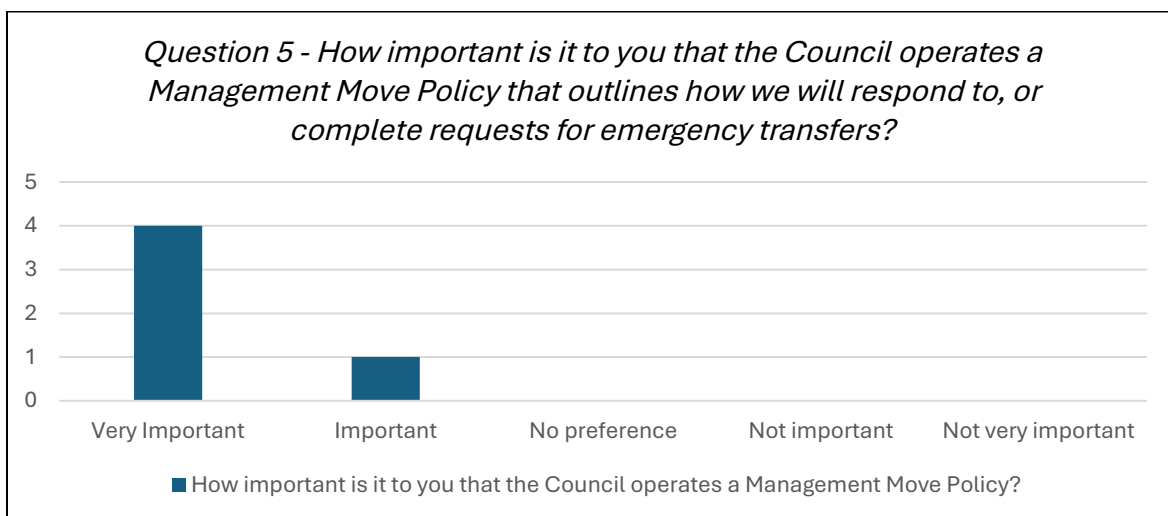




- 1 x tenants request was initially refused, then accepted after further evidence presented.

Question 4 – If your request was declined, can you confirm why it was declined?

- 1 x tenants advised their first request was declined due to lack of Police evidence; however, it was later accepted once further evidence was provided.



Question 6 – Do you feel the Management Move Policy is fair, and would you make any changes or recommendations to the policy?

- 1 x tenants advised that they would like to have been updated more frequently and recommended that the policy includes a section on updating tenants.
- 1 x tenants feel the Council should be keeping tenants updated regularly and kept updated on the process.
- 1 x tenants would like the Council to be mindful as to where they are placing people under the Management Move process.

- *1 x tenant advised that the staff member they dealt with was very helpful and thanked them for their support.*

Feedback from Customer Services Team

The Customer & Client Services Team Leader reviewed the proposed policy and confirmed they were satisfied with the proposed policy contents, no changes requested.

Feedback from Housing Solutions Team

The Housing Solutions Team Leader advised that the Choice Based Lettings Team Leader is authorized to be on the panel for management move decisions. The policy has been updated to reflect this.

Feedback from Choice Based Lettings Team

The Choice Based Lettings Team Leader advised they are now authorized to be on the panel for management move decisions. The policy has been updated to reflect this.

Feedback from Warwickshire Police

Inspection 1192 Ryan Walker, on behalf of Warwickshire Police, confirmed he has reviewed the policy and confirmed he is satisfied with the proposed policy contents, no changes requested.

Conclusion and Recommendations

All feedback will be reviewed for consideration, any changes to the draft policy will be updated accordingly. Based on the feedback shared, there are no recommendations made to change the overall policy; however, some updates have been made to the draft policy.

The Anti-Social Behaviour Team Leader has reviewed and updated the Management Move Procedure to ensure it adheres to the proposed policy.

The following recommendations have been made after reviewing the feedback:

1. Add the Choice Based Lettings Team Leader on the panels when creating meetings for Management Moves.
2. To build steps into the Management Move Procedure that ensures our tenants are being kept updated.
3. To ensure the Management Move application form includes a section on future property recommendations to ensure our tenants are not being considered for properties that aren't suitable to their needs.



AGENDA ITEM NO. 8

NUNEATON AND BEDWORTH BOROUGH COUNCIL

Report to: Individual Cabinet Member Decision

Date of Meeting: 23rd April 2026

Subject: Social Housing Competency and Conduct Policy.

Portfolio: Housing.

Responsible Officer: Sharon Clinton – Assistant Director for Housing Services

Corporate Plan – Theme: 4 – Your Council

Corporate Plan – Aim: Strategic Aim 7 – Deliver a modern organisation with agile an effective structure that meets the needs of residents.

Ward Relevance: All

Public or Private: Public

Amendment to Budget: No **Council Tax Related:** No

Recommendation to Council/Cabinet/Committee: Yes

Forward Plan: Yes

Subject to Call-in: Yes

-
1. Purpose of report
 - 1.1. To seek approval for the Social Housing Competency and Conduct Policy, following a comprehensive review involving tenants, internal service teams, and the Senior Leadership Team (SLT).
 2. Recommendations
 - 2.1 That the Individual Cabinet Member:

- a) Approves the Social Housing Competency and Conduct Policy. Appendix A.
- b) Approves its implementation and publication following ICMD approval.
- c) Notes that SLT has endorsed the policy through the full governance route.

3. Background

- 3.1 The Social Housing (Regulation) Act 2023 introduced a strengthened consumer regulation regime and placed new statutory expectations on all registered providers. In line with this, the Government issued a Direction to the Regulator of Social Housing requiring the introduction of a new Competence & Conduct Standard, which becomes enforceable from October 2026.
- 3.2 The Standard requires providers to ensure that all staff involved in the delivery of housing management functions possess the necessary skills, knowledge, experience, and professional behaviours. The Regulator will expect councils to demonstrate clear systems, records, and assurance mechanisms that evidence compliance.
- 3.4 The new Social Housing Competency and Conduct Policy, is designed to provide a structured framework for compliance, supporting service improvement, safer housing management, and a more professional, consistent tenant experience.

4. Body of report and reason for recommendations

- 4.1 The Social Housing Competency and Conduct Policy is required to meet the new regulatory Competence & Conduct Standard coming into force in October 2026
- 4.3 The policy strengthens governance, reduces regulatory and operational risks, and supports improved service delivery. It also enhances tenant involvement in shaping expectations around conduct and professionalism. Approval of the policy will allow implementation work to begin, including workforce mapping, training plans, and evidence-gathering for regulatory compliance.

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

- 5.1. Feedback gathered during the SLT/People Services Manager consultation stage has been reviewed and incorporated into the final version of the policy to ensure it reflects operational and governance requirements

- 5.2. Consultation with tenants through the Tenant Asset Panel, internal teams. Key feedback focused on improving communication and ensuring tenant focus.
- 6. Financial Implications
 - 6.1. Additional cost to corporate training/housing budget cost
- 7. Legal Implications
 - 7.1. The policy ensures NBBC meets regulatory obligations under the Government's Direction to the Regulator of Social Housing and the new Competence & Conduct Standard (effective October 2026).
 - 7.2. Clearer criteria and decision processes reduce the risk of legal challenge.
- 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 direct health implications have been identified
- 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 Crime and Disorder Implications
- 12. Risk management implications
 - 12.1. The policy strengthens governance and reduces several organisational risks:
 - 12.2. Risk of non-compliance with the Competence & Conduct Standard

13. Human resources implications

- 13.1. The policy introduces mandatory competence assessments, structured CPD requirements, and role-specific training obligations.
- 13.2. Human Resources will support workforce mapping, job description updates, supervision frameworks, and the integration of competence assessment into performance management.
- 13.3. Qualification requirements for senior housing managers (e.g., CIH Level 4/5) may require HR oversight of funded study agreements and monitoring.

14. Biodiversity Implications

- 14.1. No direct biodiversity implications have been identified.

15. Local Government Reorganisation (LGR) Implications

- 15.1. No direct LGR implications have been identified.

16. Options considered and reason for their rejection

- 16.1. 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.	This option was rejected because NBBC must comply with the Competence & Conduct Standard from October 2026. Not adopting the policy would leave the Council at risk of non-compliance and regulatory challenge.
B	Adopt a reduce version of the policy.	This option was rejected because a simplified approach would not meet regulatory expectations or provide sufficient assurance around staff competence, conduct, and training.

17. Conclusion

- 17.1 The Social Housing Competency and Conduct Policy provides a clear framework for meeting the new regulatory requirements from October 2026, strengthening staff competence, conduct, and accountability across

Housing Services. It addresses identified gaps, supports safer and more consistent service delivery, and reduces regulatory risk. Adoption of the policy will enable NBBC to progress the implementation work needed to ensure compliance and improve the overall tenant experience.

18. Appendices

18.1. Please note the following appendices:

Appendix 1– Social Housing Competency and Conduct Policy including two appendices, Appendix A, Suggested Test for substantive roles and Appendix B, Competence & Conduct Delivery Plan

Appendix 2 – Equality Impact Assessment

19. Background papers

19.1 No background papers

Appendix 1



Social Housing Function Competence and Conduct Policy

April 2026

Review Date: April 2027

1. Policy Statement

- 1.1 This policy sets out Nuneaton and Bedworth Borough Council's (NBBC) commitment to ensuring that all Housing staff responsible for delivering social housing services possess and maintain the necessary skills, knowledge, experience, and behaviours required to provide safe, effective, and respectful services to tenants.
- 1.2 The introduction of the Competence & Conduct Standard reflects the government's strong expectation that social housing providers take proactive responsibility for workforce capability, following clear evidence of sector-wide failings highlighted after the Grenfell Tower tragedy and other incidents. These events demonstrated that inconsistent standards, inadequate training, and weak professional behaviours can have life altering consequences for tenants, particularly those who are vulnerable or living in high-risk environments.
- 1.3 This policy ensures that NBBC meets the expectations set out in the Government's Direction to the Regulator of Social Housing and embeds a culture of professionalism across all services.

2. Purpose

- 2.1 The purpose of this policy is to provide a clear framework for NBBC to comply with the forthcoming Competence & Conduct Standard, which becomes a regulatory requirement from October 2026. This includes setting out how we will develop, assess, and monitor staff competence, alongside the behaviours expected when engaging with tenants and stakeholders. The policy also supports the broader national objectives of improving service quality, strengthening resident voice, and ensuring safer, more responsive housing

management services key commitments arising from extensive government consultation and regulatory reform.

- 2.2 Furthermore, this policy aims to promote clarity and transparency for staff, tenants, contractors, and the Regulator by outlining consistent expectations and aligning professional practice with the principles of respect, safety, and accountability.

3. **Scope**

- 3.1 This policy applies to all employees and managers whose roles involve delivering “housing management services,” as defined in government guidance. Such services include tenancy and estate management, income recovery, lettings and allocations, anti-social behaviour, repairs and maintenance oversight, customer service, building and fire safety activities, and the delivery of major works or asset management programmes. These areas are explicitly identified by the government as being within the scope of the Standard.

- 3.2 In addition to our directly employed staff, this policy also applies to service providers and contractors who deliver any part of a comprehensive housing management service on our behalf, recognising that the Regulator expects providers to ensure contractors meet the same competence and conduct standards as internal staff.

4. **Competence Requirements**

Competence is defined as the combination of skills, knowledge, experience, and behaviours that enables an individual to perform their role safely and effectively. In line with the government’s requirements, NBBC must ensure that all relevant staff demonstrate the competence needed to deliver high quality services.

4.1 Competence will be assessed and maintained through:

- Clear job descriptions and role profiles
- Regular supervision and performance reviews
- Mandatory and role-specific training
- Continuous professional development (CPD)
- Quality assurance checks and case audits
- Tenant feedback and service satisfaction data

4.2 Observations of behaviour and professionalism in practice

NBBC will maintain a structured approach to identifying competence gaps through the Council’s Capability policy and Probationary Policy and will put in place tailored development plans to address them. Particular priority will be given to areas that directly impact tenant safety, vulnerability, and legal compliance.

- 4.3 To ensure NBBC correctly identifies which roles identified as in scope is noted on the JD/PS as requirements of the Competence & Conduct Standard,

Appendix B sets out the Substantive Role Test. This provides a consistent framework for determining whether an individual's role constitutes a 'substantive housing management role' for the purposes of professional competence and qualification requirements.

5. **Conduct Requirements**

5.1 All staff must adhere to NBBC's Code of Conduct, which sets expectations for professional behaviour, communication standards, ethical practice, and respectful engagement with tenants. The government requires providers to embed a robust and well understood conduct framework that is consistently applied across NBBC and reviewed regularly. Staff must comply with the Council's Constitution, Section 5B: Code of Conduct for Employees.

5.2 This includes behaviours such as:

- Treating residents/customers with dignity, empathy, and fairness
- Listening actively and taking tenant concerns seriously
- Demonstrating professionalism in challenging or high-pressure situations
- Maintaining a safety-first mindset, especially where risks such as fire safety, damp/mould, or vulnerability are involved

Conduct issues will be addressed through either performance management or formal disciplinary processes as appropriate.

6. **Learning & Development**

6.1 NBBC is committed to providing high-quality, accessible training and development opportunities to support staff competence through its Training and Development Policy. This includes a structured induction programme, and specialist technical training for roles such as ASB officers, building safety staff, income officers, and repairs operatives. The Competence & Conduct Standard requires NBBC to maintain systems for developing staff skills and knowledge and ensuring training is appropriate, current, and relevant to each role.

6.2 Training programmes will cover essential topics such as:

- Fire and building safety
- Damp and mould
- Customer service and respectful communication
- Tenancy law and enforcement
- Repairs diagnostics
- Anti-social behaviour interventions
- Equality, diversity, and inclusion
- Safeguarding and vulnerability awareness

CPD logs will be maintained by all employees.

7. **Qualification Requirements**

- 7.1 Under the government's qualification requirements, Senior Housing Managers and Senior Housing Executives must hold or be actively working towards an approved housing management qualification (e.g., CIH Level 4/5) within the transition period.
- 7.2 The qualification requirement recognises that senior leaders are responsible for setting culture, overseeing high risk decisions, and embedding professional standards across the workforce. Evidence gathered during national reviews confirmed that inadequate leadership competence contributed to failures in several high-profile incidents.

Transition allowances:

- 3 years for most providers
- 4 years for small providers (<1,000 homes)

A qualifications register will be maintained, and NBBC will support accredited training routes.

8. **Contractor Competence**

- 8.1 Contractors must demonstrate that their staff delivering housing management-related functions have the skills, knowledge, and behaviours expected under this policy. The regulator requires providers to hold contractors to account for competence and conduct.

Contractors must:

- Provide training and qualification evidence upon request
- Participate in competence audits
- Ensure their staff act in accordance with the law and with the behavioural expectations set out in the contract.
- Demonstrate awareness of tenant safety obligations

Contract compliance reviews will include assessment of competence expectations.

9. **Tenant Influence**

- 9.1 NBBC will involve tenants in shaping the competence and conduct expectations for staff, as required by the new Standard.

Tenant involvement may include:

- Focus groups to review behavioural expectations
- Scrutiny panel feedback
- Resident-led service testing
- Consultation on policy updates
-

Tenant input will directly inform training priorities, conduct standards, and policy refresh cycles.

10. **Monitoring & Assurance**

10.1 In accordance with the Regulator's expectations, NBBC will maintain detailed evidence demonstrating compliance with the Competence & Conduct Standard, including:

- Competence assessments
- Training and qualification logs
- Performance and appraisal records
- Contractor audits
- Case audits and service quality data
- Tenant feedback

This evidence will form part of our annual assurance to the Senior Leadership Team and will be available for regulatory inspection.

11. **Roles & Responsibilities**

- Communities and Place Directorate Management Team
- Champion competence and conduct standards and ensure adequate resourcing.
- Managers
- Assess competence, identify training needs, and lead culture-building.
- Maintain competence frameworks, training pathways, and qualification systems.
- Employees
- Demonstrate professionalism, engage in training, and uphold conduct expectations.
- Contractors

Evidence compliance and align with organisational and regulatory standards.

12. **Review Cycle**

This policy will be reviewed annually, or sooner if required due to Regulatory changes findings from audits or service failures, significant tenant feedback or major organisational changes

13. **Delivery and Evidence of Compliance**

13.1 NBBC will deliver this policy through clear systems that show how we meet the Competence & Conduct Standard. The Regulator requires providers to have effective arrangements in place so staff have the necessary skills, knowledge, experience and behaviours to deliver good-quality services.

- 13.2 Senior Leadership Team will oversee delivery, monitor risks, and track progress throughout the transition period, in line with the government’s requirement for providers to complete qualification changes within three years (or four for smaller providers). NBBC have over 1000 homes so changes within three years would apply.
- 13.3 To evidence compliance, NBBC will keep clear records, including role profiles, training logs, qualification registers, CPD records, supervision notes, tenant feedback, and contractor assurance checks. This supports the regulatory expectation that providers demonstrate robust systems and documented evidence of competence and conduct.
- 13.4 Tenant involvement will continue through workshops, resident panels and service reviews, and feedback outcomes will be captured and used to adjust training or policy requirements. Providers must ensure tenants can meaningfully influence competence and conduct frameworks.
- 13.5 Appendix B sets out NBBC’s Competence & Conduct Delivery Plan, which translates this policy into a clear, practical framework for implementation. It outlines the governance arrangements, workforce mapping, training and development programmes, qualification requirements, contractor assurance measures, tenant involvement methods and monitoring processes that together demonstrate how NBBC will meet the Competence & Conduct Standard.

Appendix A

Suggested test for Substantive Role:

Test	Question	Yes/No
Time spent on Housing Management (most important test)	Does the person spend the majority (usually over 50%) of their working time delivering housing management service	
	If not the majority, is housing management an important and substantial part of their role?	
	Does the role take up more than half of the persons working time?	
If “Yes” to any of the above – strong indicator of a substantive role		
Core Housing Management Activities Involved. Does the role manage any of the following: (not exhaustive)	Tenancy Management	
	Repairs and Maintenance Oversight	
	Estate management	
	Customer Services	
	Lettings	
	Income Management	

	Asset Management /Building and Fire safety	
	ASB	
	Capital and Major works oversight	
If the role manages several of these services likely substantive.		
Level of Responsibility & Decision-Making	Does the individual have responsibility for service delivery?	
	Do they make decisions affecting tenants or service outcomes?	
	Do they oversee performance, compliance or quality?	
	Are they accountable for meeting standards?	
If YES to multiple - strong indicator of a substantive role.		
Staff Leadership or Supervision. These are for roles with focus on “managing delivery” within housing.	Does the individual supervise staff delivering housing management services?	
	Do they set expectations, targets and/or oversee appraisals/performance of staff delivering services?	
If YES - contributes to substantive-role status.		
Determination of whether role classed as substantive focuses on “substance”, not “Job Title”	Does the nature of the work carried out by a role (rather than the job title) place the person in ongoing responsibility for housing management service delivery?	
If YES - Title doesn’t matter; substance determines inclusion.		
How to use the checklist:		
Tick 3 or more boxes? The role almost certainly qualifies as substantive		
Ticking the time-based criteria alone? Automatically meets the definition		
Mixed duties? Consider the proportion and significance of housing management responsibilities		

Appendix B – Competence & Conduct Delivery Plan

A1. Governance

- Establish and maintain the Professionalisation Programme Senior Leadership Team.
- Quarterly progress reporting to Communities and Place Directorate Management Team and annual reporting to the Senior Leadership Team.

- Maintain a risk register covering competence gaps, qualification risks, and contractor compliance.

A2. Workforce Mapping & Competence Framework

- Map all roles against in-scope housing management functions as defined by the government.
- Maintain a competence framework that outlines required skills, knowledge, behaviours and experience for each role.

A3. Training & Development Delivery

- Mandatory training: induction, fire safety, damp & mould, ASB, customer care, safeguarding, equality & diversity.
- Role-specific modules: income, lettings, compliance, neighbourhood management, building safety.
- Annual refresher cycle with CPD logging.

A4. Qualification Implementation

- Identify senior managers and executives requiring CIH-approved qualifications.
- Enrol staff within transition period.
- Keep a qualification register showing enrolment, progress, and completion.
- Support staff through mentorship, study time and funded routes.

A5. Contractor Assurance

- Include competence and conduct expectations in all contract specifications.
- Annual contractor competence audits.
- Require evidence of training and professional behaviour standards.

A6. Tenant Involvement

- Conduct tenant workshops and policy reviews.
- Use resident scrutiny findings to refine training.
- Publish competence and conduct commitments to tenants.

A7. Monitoring & Evidence

- Maintain evidence pack including training logs, performance reviews, CPD, qualification data, contractor checks and tenant involvement records.
- Conduct annual internal audits.
- Produce Senior Leadership Team assurance statements demonstrating compliance.

APPENDIX 2

Equality Impact Assessment - Screening



Name of Policy/Procedure/Service	Social Housing Function Competence and Conduct Policy
Service Unit	Housing
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):

With the introduction of this Policy, it should benefit all protected characteristics (and all people in NBBC Social Housing) as it will ensure requirements under equality legislation is met & employees are meeting the needs of its customers, whatever their characteristics.

Signed	
Officer completing assessment	Craig Dicken
Date	7 th April 2026