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Tuesday, 10 February 2026 at 4.00 pm  
Council Chamber - South Kesteven House, St. Peter's Hill,  
Grantham. NG31 6PZ

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**Committee** Councillor Ashley Baxter, Leader of the Council (Chairman)  
**Members:** Councillor Paul Stokes, Deputy Leader of the Council (Vice-Chairman)  
Councillor Rhys Baker, Councillor Richard Cleaver, Councillor Phil Dilks, Councillor Philip Knowles and Councillor Virginia Moran

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## Supplement

- |            |   |                  |
|------------|---|------------------|
| <b>12.</b> | <b>Voids Policy</b><br>To consider approving the Policy.  | (Pages 3 - 19)   |
| <b>13.</b> | <b>Updated Tenancy Agreement</b><br>To approve the updated Tenancy Agreement for tenants living in Council Owned Houses | (Pages 21 - 87)  |
| <b>14.</b> | <b>Housing Asset Management Strategy</b><br>To consider approving the Strategy.   | (Pages 89 - 115) |

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**SOUTH  
KESTEVEN  
DISTRICT  
COUNCIL**

## Cabinet

Tuesday, 10 February 2026

Report of Councillor Virginia Moran,  
Cabinet Member for Housing

## Voids Policy

### Report Author

Mark Rogers, Head of Service (Technical Services)

✉ mark.rogers@southkesteven.gov.uk

### Purpose of Report

To approve and adopt the new Voids Policy.

### Recommendations

**Cabinet is asked to:**

- 1. Approve and adopt the new Voids Policy.**
- 2. Agree that any future minor amendments (i.e. changes to wording to reflect changes in process) required through the life of the policy are delegated to the Head of Service – Technical Services, in consultation with the Cabinet Member for Housing.**

### Decision Information

Is this a Key Decision?	No
Does the report contain any exempt or confidential information not for publication?	No
What are the relevant corporate priorities?	Effective council
Which wards are impacted?	All Wards

## **1. Implications**

Taking into consideration implications relating to finance and procurement, legal and governance, risk and mitigation, health and safety, diversity and inclusion, safeguarding, staffing, community safety, mental health and wellbeing and the impact on the Council's declaration of a climate change emergency, the following implications have been identified:

### ***Finance and Procurement***

- 1.1 Whilst there are no financial implications arising directly from this report the management of voids does have a financial impact on the HRA budgets. Ensuring void properties are turned around will improve rent loss performance but needs to be balanced against the cost for undertaking any void re-let works which can be costly. These costs need to be minimised as much as possible and can be supported by undertaking regular checks on properties as part of the tenancy agreement, ensuring the pre-termination visits are completed and actively dealing with rechargeable costs.

*Completed by: David Scott – Assistant Director of Finance and Deputy s151 Officer*

### ***Legal and Governance***

- 1.2 The Council has statutory responsibilities as a social landlord regarding letting properties and ensuring that properties meet minimum standards prior to letting. Having a void policy in place ensures that the Council is clear as to how it will meet these requirements.

*Completed by: James Welbourn - Democratic Services Manager*

### ***Health and Safety***

- 1.3 The Voids Policy outlines key areas of works that will be undertaken to ensure that properties are safe and habitable before being let, as required by the Housing Act 2004.
- 1.4 Failure to comply with the Voids Policy carries the potential for financial and reputational risks for the authority. The Council has an obligation to ensure that properties are let as quickly as possible.

*Completed by: Phil Swinton - Head of Service for Health, Safety, Compliance and Emergency Planning*

## **2. Background to the Report**

- 1.1. Landlords require a voids policy for managing properties that are empty between tenancies to minimise financial losses, maintain the quality of homes and ensure quick turnaround for new tenants.
- 1.2. A void period when property is empty results in rent loss for the landlords. It is important to minimise the period that property is empty to ensure that residents on the housing waiting list are offered a home as soon as possible.

## **3. Key Considerations**

- 1.1. The purpose of this policy is to:
  - Minimise the length of time properties are empty, and the amount of rental income lost.
  - Let properties in a clean and safe condition that meet the Council's lettable standard.
  - Meet residents need and maximise resident satisfaction.
  - Provides value for money to the Council.
  - Meet statutory, regulatory and compliance requirements.
- 1.2. Social landlords must adhere to several regulations listed in the policy related to empty property management and lack of compliance can place a landlord at risk of prosecution or financial penalties and reputational damage.

## **4. Other Options Considered**

- 4.1 The alternative option to the proposed new voids policy is to retain the existing policy, however this was ruled out as it was considered out of date and no longer fit for purpose.

## **5. Reasons for the Recommendations**

- 1.1. The Cabinet are asked to approve and adopt the new Voids Policy.
- 1.2. The Council is required to have strict void policies in place to ensure the safety of properties being let and comply with Regulatory Compliance and Safety Standards.
- 1.3. The Void Policy is required to minimise rent loss and set out the Council's lettable standard to residents.

## **6. Consultation**

1.1. The following groups have been consulted on the new Void Policy:

- Housing Overview and Scrutiny Committee.
- Housing Department Management team.
- Voids team.
- Resident workshop and online consultation.

## **7. Appendices**

1.2. Proposed New Voids Policy.

*Final formatting and front and back pages to be added after Housing OSC and Cabinet approval.*

## **1. Scope of Policy**

This policy sets South Kesteven District Council's (the Council) approach to managing empty properties within the housing properties it owns or manages.

The scope of the Council's void policy includes:

- Policy Statement
- Legislation Requirements
- Tenancy Termination
- Terminations following the Death of a Tenant
- Evictions and Abandonments
- Pre Termination Visits
- Post Termination Inspection
- Recharges
- Letting the Property
- Viewings and Offers
- Creating New Tenancies
- Work to Void Properties
- Utilities
- Defective Properties
- Adapted Properties
- Equality and Diversity
- Safeguarding
- Complaints
- Monitoring and Review
- Associated Documents
- Appendix A - Lettable Standard

## **2. Policy Statement**

This policy aims to ensure that a property is effectively managed from when it becomes vacant to when a new tenant moves in. The Council will aim to minimise rent loss within the whole void process.

The purpose of this policy is to:

- Minimise the length of time a property is empty, and the amount of rental income lost.

- Let the property in a clean and safe condition that meets the Council's lettable standard.
- Meets resident needs and maximises resident satisfaction.
- Provides value for money to the Council.
- Meets statutory, regulatory and compliance requirements.

### **3. Legislation Requirements**

Social landlords must adhere to several regulations related to empty property management and lack of compliance can place a landlord at risk of prosecution or financial penalties. The legislation and standards include but is not limited to:

- Localism Act 2011
- The Housing Act 2004
- Homes (Fitness for Human Habitation) Act 2018
- Landlord and Tenant Act 1985
- Decent Homes Standard
- Minimum Level of Energy Efficiency Standard
- Housing and Regeneration Act 2008 (Regulatory Standards).
- Social Housing (Regulation) Act 2023, including the proposed requirements set out the Awaabs Law.
- Gas and Electrical Safety Regulations.
- Control of Asbestos Regulations.
- Fire Safety Act 2021 and Building Safety Act 2022.

### **4. Tenancy Termination**

The void process begins once written notice to end the tenancy has been received. The Council's tenancy agreement sets out details of how to end a tenancy including the requirement for the tenant to provide 4 weeks written notice. Any proposal to reduce this notice period should be agreed with the Council in advance.

Where the outgoing tenant has given notice and fails to leave the property after the end of the notice period, legal action may be taken by the Council.

### **5. Terminations following the Death of a Tenant**

In instances where the tenancy has been ended due to the death of the sole tenant, the person who has been authorised to deal with the deceased tenant's estate is responsible for the removal of all goods from the property.

Where there is no person to deal with the estate, the Council will commence a legal process to end the tenancy by serving a Notice to Quit on the Executor/Public Trustee. Once this period has expired, any goods remaining in the property will be disposed of following the procedure set out in section 41 of the Local Government (Miscellaneous Provisions) Act 1982.

The property will be subject to inspection and any damages or unauthorised alterations made to the property will be recharged to the deceased tenant's estate.

## **6. Evictions and Abandonments**

The outgoing tenant is responsible for removing all personal possessions from the property by the end of the written notice period.

In cases where the tenants fails to give notice through either eviction or abandonment and belongings are left in the property, the Council will issue a notice in accordance with section 41 of the Local Government (Miscellaneous Provisions) Act 1982 advising there are personal belongings within the property and that upon expiry of the notice period that they will become the property of the Council.

## **7. Pre Termination Visits**

A pre termination visit will be undertaken as soon as possible once termination of tenancy has been received. This visit will determine the condition of the property and highlight any repairs that the tenant will be required to undertake before leaving the property.

The Council reserves the right to recharge the outgoing tenant for any damages or to complete repairs which are the tenant's responsibility, include putting right any wilful neglect or unauthorised alterations, in accordance with the tenancy agreement.

All rechargeable work will be agreed and signed off by the tenant and the pre termination visit.

If the tenant is moving to another property owned by the Council, the inspecting officer will check all work is completed before the move. If any work is not completed, the Council reserves the right to withdraw the offer or recharge the tenant.

## **8. Post Termination Inspection**

A post termination inspection will be undertaken on all void properties within 2 working days of the property becoming void.

The purpose of this inspection will be to:

- Ensure the property is empty, remove any items which pose a health safety risk.
- Decide if prospective tenants can view the property.
- Ensure the property is secure.
- Identify works and repairs required to bring the property up to the Council's lettable standard, including identifying any rechargeable work that is the responsibility of the previous tenant.

## **9. Recharges**

The Council will seek to recover from the outgoing tenant any compensatory damages to the property arising through wilful neglect or unauthorised alterations to the property.

The Council will recharge for not:

- Returning the property in satisfactory condition
- Returning keys and fobs
- Cleaning
- Removing belongings and possessions

The Council will raise a recharge notification to the outgoing tenant on the Council's debtor systems.

## **10. Letting the Property**

The Council will let properties in accordance with the Council's Housing Allocations Policy. The selection of new tenants for the property will start when the Council is made aware of the date that the property will be available for reletting.

## **11. Viewings and Offers**

Once a new tenant has been selected, viewing of the property will be arranged. Prospective tenants will be advised of the date that they can move in, and the new tenancy start date. The Voids team will update the Lettings team with all works taking place in each void property and the expected date that the property will be ready for letting.

## **12. Creating New Tenancies**

When the date for sign up has been agreed, the Council will invite the tenant to sign up to the new tenancy agreement. The tenancy agreement will be explained by the Council.

The Council will provide advice on:

- Paying rent
- Applying for benefits
- Setting up utilities
- Reporting repairs
- Health and safety matters (i.e. responsibility for the tenant to test fire alarms)

The Council will follow up the letting with a new tenancy survey. Feedback will be monitored and reported monthly.

### **13. Work to Void Properties**

All properties will meet the Council's lettable standard as shown in Appendix 1 and the decent homes standard.

Unless authorised by the Void team, prospective tenants will not normally be given access to the property when void works have started.

In some cases, works will be carried out when the tenant has moved in, if it is not disruptive work or poses a health safety risk and the Void team agrees, for example some external repairs may be carried out after a property is let.

The Council may complete component renewals (i.e. kitchens and bathrooms) after a property is void if it is known to be on the planned work programme within the next year.

Major voids are classified as voids requiring component renewals such as kitchens and bathrooms, all other voids are classified as minor or standard voids.

Decoration will be undertaken in some circumstances, specifically if the property is in poor condition.

Some adaptations may be completed before the tenant moves in, but these must be specified by an Occupational Therapist.

The priority for the Council is to let properties as soon as possible. If a property is in low demand, additional works may be undertaken to attract a suitable tenant, which may include additional redecoration or support to help a tenant move in.

On completion of works to void properties a post inspection will be carried to check the property is ready to let and this may include carrying out a stock condition survey if required.

#### **14. Utilities**

All properties will be issued with gas and electrical safety certificates to confirm that property is safe and compliant with current regulations. All properties will be let with valid Energy Performance certificate (EPC) with a minimum rating of A-E.

When a property becomes void, the Council will cap the gas supply to reduce any health and safety risk. The Council will use a utilities provider to clear down debts, change meters and transfer supplies to a preferred provider to reduce void times.

Gas and electric meters will be checked at void stage. The gas supply will not be uncapped until the new tenant has moved into the property. The new tenant will contact the Council to arrange an uncap when they have a gas supply set up in their name and/or a meter has credit on it. The Council will arrange the uncap as soon as possible and a gas safety certificate will be issued to the new tenant.

Smoke and Carbon Dioxide alarms will be installed and tested at void stage.

#### **15. Defective Properties**

Where a void property requires significant work due to major defects, an options appraisal may be undertaken to assess whether the work should be undertaken. The options appraisal will consider the costs of remedial works and future demand for the property and make recommendations for the future use of the property.

#### **16. Adapted Properties**

Properties which are adapted when they become void will be let to a suitable tenant who requires the adaptations. If a suitable tenant cannot be found, any decision to remove adaptations will be made by the Voids Manager in consultation with the Tenancy Services Manager.

#### **17. Equality and Diversity**

The Council aims to provide fair and equal access to services for all tenants and leaseholders, in line with current equality laws.

The Council's staff and contractors will operate in such a way to ensure that they meet the needs of individual residents and to ensure that they do not discriminate on the grounds of:

- Age
- Disability
- Gender reassignment
- Marriage and civil partnership
- Pregnancy and maternity
- Race
- Religion or belief
- Sex
- Sexual orientation

## **18. Safeguarding**

The Council is committed to safeguarding the welfare of children and/or young people and adults with care and support needs within the activities we undertake. Safeguarding encompasses a range of legal duties and responsibilities designed to protect people's health, wellbeing and human rights. Safeguarding exists so we can support people and help prevent problems from escalating, enabling them to live free from harm, abuse and neglect.

If you are concerned about yourself or someone else and living in one of our Council properties, please contact the Council. An officer will provide advice and support. The Council has a duty of care to refer anyone to Lincolnshire Adult or Child Safeguarding Services if they think anyone is at risk.

For further information and support, tenants and household members can refer to the 'Tenant Handbook'. A copy of this can be found on our website.

## **19. Complaints**

The Council aim to meet the needs of our customers by providing an excellent service. However, it is acknowledged that occasionally things go wrong, and customers may wish to complain. Should the need arise to make a complaint, we will refer to the Council's Housing Customer Feedback Policy.

## **20. Monitoring and Review**

Performance and customer satisfaction will be monitored by the Technical Services and Housing Services teams using a suite of key performance indicators and reported to senior management and relevant Council committees.

Key measures in respect of void management are:

- Number of void properties
- Average repair and overall re-let time for a standard void
- Average repair and overall re-let time for a major void
- Average repair and overall re-let time for all voids combined
- Oldest void property in work in progress
- Average void costs

Benchmarking will be included on the KPI information to enable comparisons to be made with the sector.

Defined timeframes for completion of work to void properties and the end-to-end void process will be reviewed on an annual basis and informed by reviewing benchmarking data, current performance and resources available. The Council's aim is to set continuously improving targets in line with or exceeding benchmark median quartile performance.

Members of the Council will monitor the effectiveness of this policy and recommend policy changes to improve service delivery and customer experience.

This policy is reviewed every 3 years or on the introduction of new legislation or best practice.

The Voids Policy will be made available on our website and will remain valid for use until a new version is available.

## **21. Associated Documents**

List of associated policies, procedures and publications:

- Tenancy Agreement
- Tenant and Lettings Policy
- Repairs and Maintenance Policy
- Aids and Adaptations Policy
- Recharge Policy
- Asset Management Strategy
- Customer Feedback Policy

- Damp and Mould Policy
- Health and Safety Policy
- Total Housing Compliance Policy

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## **APPENDIX A**

### **Lettable Standard**

#### **Kitchen**

- Sink and worktops will be in a clean and hygienic condition.
- All units will be secure, and doors and drawers will operate satisfactorily.
- The water supply will be working.
- The number of storage units will depend on the size of the kitchen and will consist of floor and wall units where possible.
- Splashbacks will be sealed and free from defects.
- There will be safe and compliant cooker space with a suitable electric point and gas if available. It is the tenant's responsibility to arrange the connection of the cooker by a qualified person.
- There will be a minimum of 2 double electrical sockets.
- The Council will provide space for a double fridge freezer unit, washing machine with plumbing taps and waste, it is the tenant's responsibility to arrange to fit the washing machine.
- The kitchen floor will be free from defects and a washable floor covering fitted.
- A replacement kitchen will be fitted if the existing kitchen is in poor condition and is not cost effective to be repaired.
- Where space allows all kitchens will have a fully working extractor fan.
- A minimum of 3 rows of tiled splashback above the cooker.

#### **Doors, Internal Woodwork, Windows and Glazing**

- All fire doors will meet the required standards.
- Internal and external doors will be checked and operate correctly.
- External locks will be changed.
- Communal entrance locks will be checked and left in full working order.
- All glazing will be free from defects and windows which are designed to open will be in working order.
- Window restrictors will be fitted to all windows at 1<sup>st</sup> floor level or above.

#### **Ceilings and Walls**

- All plaster work will be repaired and ready for the tenant to decorate.
- Polystyrene tiles will be removed.
- Wallpaper will only be removed if in poor condition.
- Graffiti will be removed.

#### **Floors and Stairs**

- Floor coverings may be left in a property if requested by the incoming tenant and if in reasonable condition and free from infestation. The Council does not take responsibility for any carpets left in a property.
- Floors will be free from tripping hazards.

- Flooring in kitchens and bathrooms will be clean and washable; any damaged floorings will be replaced.
- Timber floors will be in satisfactory condition.
- Stairs will have secure handrails and balustrades.

### **Bathroom and Toilet**

- All existing bathroom elements will be operational and free from leaks.
- An electric shower will be fitted with shower curtain and rail.
- All splashbacks will be sealed and free from mould.
- All toilets will work properly, be securely fixed and a new toilet seat fitted.
- A new bathroom will be fitted if the existing is in poor condition and it is not cost effective to repair.
- Where possible all bathrooms will have a fully working extractor fan.

### **Heating and Services**

- If the property has a gas supply, the Council will test all supplies and appliances in accordance with the Gas Safety Regulations to make sure that they are safe and in full working order.
- A gas safety certificate will be issued to the incoming tenant.
- The main water supply will be left working, and the tenant will be informed of the stop tap location when they move in.
- The electrical supply will be tested in accordance with the National Inspection Council for Electrical Installation contractors (NICEIC) inspection procedure.
- Where possible a minimum of one double socket will be fitted in bedrooms and two double sockets in living rooms.
- All water systems will be flushed in line with regulations.
- Smoke alarms will be fitted at the property.
- The property will be left with working carbon monoxide detectors in all rooms as required by current regulations.

### **Outside**

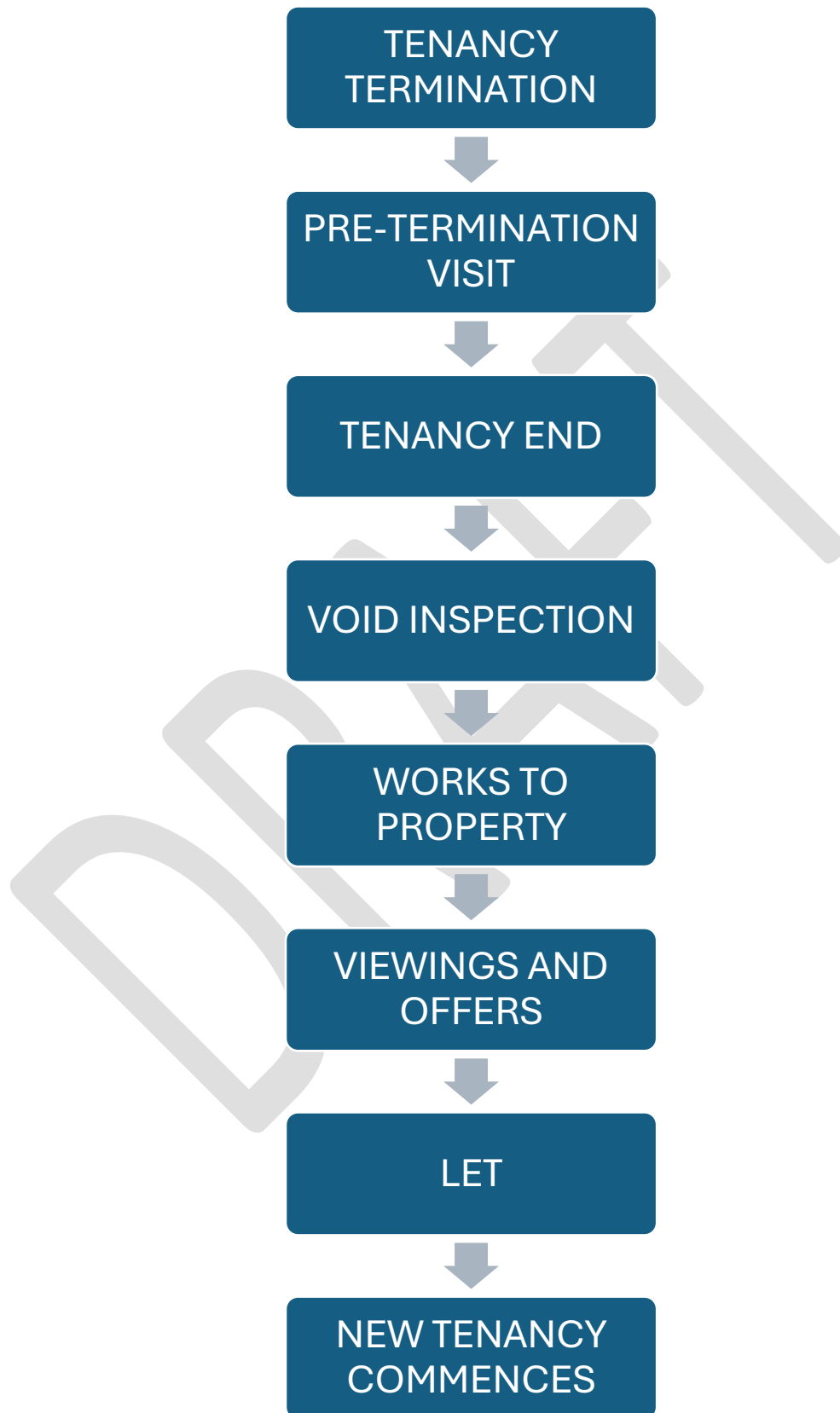
- All access and egress will be free from obstructions.
- Boundaries will be clearly defined.
- The Council is not responsible for fencing however will erect fencing if required against public areas or a highway.
- Roofs, walls, gutters and downpipes will be checked and left in full working order.
- Loft insulation will be topped up to 300mm.
- Rubbish will be removed from all areas including bins and sheds.
- Sheds, greenhouses and other garden structures may be left at a property if requested by the incoming tenant and if in reasonable condition. The Council does not take responsibility for any structures left in a property.
- Electrical supplies will be removed from sheds.

- The Council will cut back overgrown hedges, lawns and trees to an acceptable height. The ongoing maintenance of gardens is the tenant's responsibility.

### **Cleaning and Decoration**

- All surfaces, including woodwork will be free of flaking paint and ready for decorating.
- Any graffiti removed.
- All floors and stairs will be swept and wet mopped where possible.
- Bathroom and WC floors will be disinfected.
- All doors (internal and external), doorframes, windows, window frames, windowsills, skirting boards, radiators, and pipe works will be washed down and wiped cleaned.
- Cobwebs will be removed from all areas.
- All sinks, basins, taps, tiled areas, and showers will be cleaned and sanitised.
- Kitchen units, including all work surfaces, cupboards and drawers will be cleaned and sanitised internally and externally.
- All toilets and pipe work will be cleaned.
- If the property shows signs of vermin or insect infestation, then fumigation or other appropriate treatment will take place.
- Decoration is the tenant's responsibility.
- New tenants may be offered a decorating allowance for some rooms if they are in a poor condition.
- The Council may choose to decorate a property if the decoration is in poor condition or if the property is hard to let.
- In some cases, we may leave curtains or other fittings in place for the new tenant, a disclaimer will be issued for the tenant to sign to confirm that they will be responsible for these items.

## APPENDIX B – VOID PROCESS



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**SOUTH  
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## **Cabinet**

Tuesday 10<sup>th</sup> February 2026

Report of Councillor Virginia Moran  
Cabinet Member for Housing

## **Updated Tenancy Agreement**

### **Report Author**

Celia Bown, Senior Housing and Policy Strategy Officer

✉ c.bown@southkesteven.gov.uk

### **Purpose of Report**

To approve the updated Tenancy Agreement for tenants living in Council Owned properties.

### **Recommendations**

**Cabinet is asked to approve the revised tenancy agreement.**

### **Decision Information**

Is this a Key Decision?	No
Does the report contain any exempt or confidential information not for publication?	No
What are the relevant corporate priorities?	Housing
Which wards are impacted?	All

## 1. Implications

Taking into consideration implications relating to finance and procurement, legal and governance, risk and mitigation, health and safety, diversity and inclusion, safeguarding, staffing, community safety, mental health and wellbeing and the impact on the Council's declaration of a climate change emergency, the following implications have been identified:

### ***Finance and Procurement***

- 1.1 There are no direct financial implications arising from this report.
- 1.2 Whilst it is proposed to change the rent collection process from collecting over a 48 week period to a 52 week period, the total amount of rent due will not change — it will simply be spread out across the full year, meaning the weekly payment will be slightly lower for tenants. This could help with ensuring rent payments are received and reduced the potential for bad debts.
- 1.3 The strengthening of Repairs and Improvements chapter regarding responsibilities and rights will help clarify where costs will be borne by the Tenant and where rechargeable repairs make take place. It is important when recharges are required the Council proactively manages this process to ensure costs are recovered appropriately.

*Completed by: David Scott – Assistant Director of Finance and Deputy S151 Officer.*

### ***Legal and Governance***

- 1.4 Relevant legislation (Housing Act) is referred to within the report.

*Completed by: James Welbourn, Democratic Services Manager*

### ***Health and Safety***

- 1.5 SKDC as a responsible landlord holds a number of duties in relation to tenant safety and statutory duties. It is important that tenants are provided with information and an understanding of these and the responsibilities of SKDC.
- 1.6 The Tenancy agreement also sets out the expectation on tenants in relation to allowing access for safety inspections, reporting damaged or faulty items and behaviours within the property which may compromise the safety of the property.

*Completed by: Philip Swinton, Head of Health, Safety, Compliance and Emergency Planning*

## ***Equalities, Diversity and Inclusion***

- 1.7 SKDC has a responsibility under the Equality Act 2010 to ensure due regard is given when implementing policy therefore, it is incumbent upon us to ensure the service is delivered in a fair and equitable manner.

*Completed by: Carol Drury, Community Engagement Manager*

## ***Safeguarding***

- 1.8 SKDC's safeguarding responsibilities are clearly outlined in the tenancy agreement.

*Completed by: Sarah McQueen, Head of Service (Housing)*

## ***Community Safety***

- 1.9 This updated tenancy agreement provides clear expectations for acceptable behaviour, including in relation to anti-social behaviour, waste management and responsibility in relation to pets. This will help to ensure that tenants are considerate to their neighbours, and everyone can enjoy a safe and peaceful environment within their homes and communal areas.

*Completed by: Ayeisha Kirkham, Head of Service- Public Protection.*

## **2. Background to the Report**

- 1.1. SKDC's tenancy agreement for Council tenants was last reviewed in 2020 and was therefore due for an update. The agreement has now been reviewed and a number of changes are proposed to ensure compliance with current legislation, support the effective management of tenancies, properties and neighbourhoods, and improve clarity and accessibility for tenants.

## **3. Key Considerations**

- 1.1. The proposed changes are as follows:

### **Summary of changes**

Rent is currently collected over a 48 week period (occasionally 49 weeks) with four weeks each year when no rent is charged.

It is proposed that rent will instead be collected evenly over the whole year (usually over a 52 week period). The total amount of rent due will not change — it will simply be spread out across the full year, meaning the weekly payment will be slightly lower (page 5)

The <i>Introductory Tenancy</i> wording in the <i>Tenancy Types</i> chapter has been changed to make it clearer (pages 8 and 9)
A new section on <i>Demoted Tenancies</i> in the <i>Tenancy Types</i> chapter has been inserted (page 9)
The <i>Using Your Home</i> chapter included requirements which were previously in the Garden chapter in the consultation draft but following feedback, the Garden chapter has been re-inserted. Also, details on the Right to Buy have been updated to reflect the national changes made (pages 11 and 12)
<i>Repairs and Improvements</i> chapter wording updated on responsibilities and rights (pages 14 – 16)
A <i>Domestic Abuse</i> chapter has been inserted (page 18)
A <i>Safeguarding</i> chapter has been inserted (page 19)
In the <i>Property Condition</i> chapter, tenants' responsibility to keep communal areas, stairwells and gardens free from fleas, vermin and other pests has been inserted (page 20)
The <i>Health and Safety</i> chapter has had additional wording inserted eg. regarding fire safety and the safe storage and charging of mobility vehicles (page 21)
The <i>Animals</i> chapter has been changed to <i>Pets and Animals</i> and the chapter has been updated to make it clearer and states how permission must be sought before keeping a pet, in some types of properties. Additional wording inserted regarding the responsibilities of keeping animals. The legal requirement for cats to be microchipped as well as dogs inserted (see 22 and 23)
The <i>Succession; Assignment and Exchange</i> chapter has been updated to align with the information in the Tenancy Management Policy (pages 26 and 27)
The <i>Written Permission</i> chapter has been updated to make it clearer (page 30)

## 4. Other Options Considered

- 4.1 An alternative option would have been to not review the tenancy agreement. However, this would mean the above updates not being included, such as the domestic abuse and safeguarding chapters. Also opportunities such as the proposed change to the rent collection period, would be missed.

## 5. Reasons for the Recommendations

- 1.1. The recommendation to approve the proposed revised tenancy agreement is being made to ensure it complies with legislation; ensure SKDC are managing tenancies, properties and neighbourhoods effectively, and ensure the tenancy agreement is easier for tenants to read and understand.

## 6. Consultation

- 1.1. Throughout the review of, and revisions to, the tenancy agreement, various relevant Council officers from different departments were consulted. This included Tenancy Services, Housing Services, Repairs, Health and Safety Compliance, Rents and Public Protection.

- 1.2. A workshop with elected member councillors took place on 2<sup>nd</sup> September 2025 to discuss with them the proposed changes. Support was received and to progress with consulting tenants.
- 1.3. Statutory consultation (in accordance with the Housing Act 1985, section 103 (2)) has taken place with all South Kesteven District Council tenants living in Council owned properties. A letter (Preliminary Notice of Variation) was sent to all tenants notifying them of the proposed variations with the opportunity to feedback.
- 1.4. The results of the survey of the statutory consultation are in the Consultation Report (Appendix 2).
- 1.5. A meeting with some of the involved tenants was held on the 15<sup>th</sup> December. The proposed changes to the tenancy agreement were explained and discussion of these was encouraged. The outcome was support for some proposed changes, such as the change to the rental collection period and further clarification needed on chapters such as repairs and pets.
- 1.6. Following the feedback from the consultation, further changes were made to the draft Tenancy Agreement (Appendix 1).

## **7. Background Papers**

- 1.7. Housing Overview and Scrutiny Committee Report (meeting 5<sup>th</sup> February 2026)

## **8. Appendices**

- 1.8. Appendix 1 – Draft tenancy agreement
- 1.9. Appendix 2 – Consultation report
- 1.10. Appendix 3 – Equality Impact Assessment

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# Tenancy Agreement

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# Contents

<b>Legal Contract</b>	<b>4</b>
<b>Tenancy Types</b>	<b>8</b>
<b>Notices</b>	<b>10</b>
<b>Using your home</b>	<b>11</b>
<b>Gardens and Trees</b>	<b>13</b>
<b>Rent and other charges</b>	<b>14</b>
<b>Repairs and Improvements</b>	<b>15</b>
<b>Anti-Social Behaviour</b>	<b>18</b>
<b>Domestic Abuse</b>	<b>19</b>
<b>Safeguarding</b>	<b>20</b>
<b>Property condition</b>	<b>21</b>
<b>Health and safety</b>	<b>22</b>
<b>Pets and Animals</b>	<b>23</b>
<b>Vehicles</b>	<b>25</b>
<b>Tenant Involvement</b>	<b>26</b>
<b>Succession; Assignment and Exchange</b>	<b>27</b>
<b>Ending your tenancy</b>	<b>29</b>
<b>Written permission</b>	<b>31</b>
<b>Data protection</b>	<b>32</b>
<b>Fraud and false statement</b>	<b>33</b>
<b>Alternative formats and languages</b>	<b>34</b>

# Legal Contract

This agreement forms a binding legal contract between you and us. It sets out our responsibilities as your landlord and your rights and responsibilities as a tenant.

## This agreement is made between:

**The landlord:** South Kesteven District Council, The Picture House, St. Catherines Road, Grantham, Lincolnshire, NG31 6TT “the Council/we”)

## The tenant(s):

The words ‘you’ and ‘your’ refer to the tenant(s). In the case of joint tenants the term ‘tenant’ or ‘you’ applies to each of you. Each tenant individually has the full responsibilities and rights set out in this tenancy agreement.

## The address of the property rented in this tenancy agreement is:

## Property Type

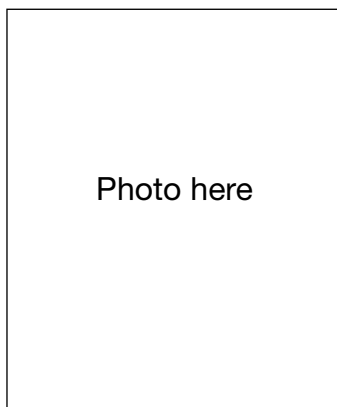
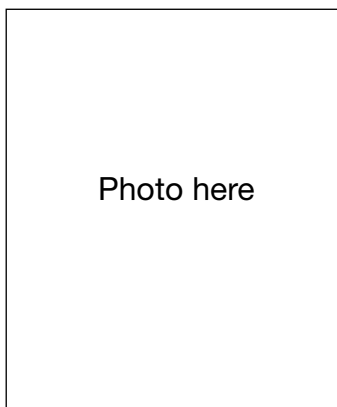
In this tenancy the words ‘property’, ‘premises’ and ‘home’ refer to the whole of the property, including all fixtures and fittings, the garden(s), any outbuildings, paths, hedges, trees, fences and communal areas, if the property is in a block of flats.  
 (“Your home/property”)

## Persons residing at the property other than the tenant(s):

<b>Tenant 1:</b> Name and date of birth:	
Contact Number:	
Email:	
<b>Tenant 2:</b> Name and date of birth:	
Relationship to tenant 1:	
Contact Number:	
Email:	

In the case of joint tenants, the term “tenant” or “you” applies to each of you. Each tenant individually has the full responsibilities and rights set out in this tenancy agreement.

Photograph(s) of tenant(s)



**This tenancy starts on:**

This tenancy is a weekly tenancy commencing on the above date and is for an initial term of one week and continuing weekly thereafter until determined. Your first payment of rent and other charges is due on the Monday after you move in to the property and then weekly every following Monday.

### Rent and other charges

**Date first rent payment due:**

**The full rent of the property is:**

Rents will normally be calculated over 52 weeks. When there are 53 Mondays in the financial year, the rent will be calculated over 53 weeks. The rent and charges may change each year, but you will be notified before the changes come into effect.

<b>Service Charges:</b>	£
<b>Communal Clean</b>	£
<b>Grounds Maintenance</b>	£
<b>Health and Safety</b>	£
<b>Other property related charges</b>	£
<b>Heating</b>	£
<b>Electricity</b>	£
<b>Water</b>	£
<b>Aerial</b>	£
<b>Support Charges</b>	£
<b>Total Payable</b>	£

## Money you owe from previous Tenancies

You owe South Kesteven District Council rent arrears of:	£
and / or Court costs of:	£
and / or rechargeable repairs of:	£
for which you remain liable in regard of your previous Tenancy (Address):	£

**The total amount payable is:**

Your rent and charges will be reviewed annually to take effect from the first Monday in April.

## Permitted number of occupants

Under overcrowding legislation, the maximum number of people allowed to live at your home is.....You must not allow more than this number to live at your home.

## Tenancy Type

You have (one of the boxes below should be ticked)

<input type="checkbox"/>	An Introductory Tenancy
<input type="checkbox"/>	A Secure Tenancy

**Date on which Tenancy becomes Secure (if applicable)**

**Unless the Council notifies you in writing that you have breached your tenancy agreement and your Introductory Tenancy is extended or terminated. Refer to further information in the Tenancy Types section.**

## Issue of keys

You have been issued with ☐ set(s) of keys for doors and ☐ set(s) of keys for windows. You are responsible for the safe keeping and replacement of all keys for the doors and windows.

I/We confirm that I/we have read, understood and now agree to follow the terms and conditions in this Tenancy Agreement. I/We understand that any verbal abuse/aggression/violence towards any Council employees or contractors is not tolerated and is a breach of tenancy. I/We understand that the Council can apply to Court to repossess the property if I/we, or someone acting for me/us, has given false information to get the tenancy. Refer to section 17 for further information.

Tenant		Signature	
Tenant		Signature	

## Authorised Officer on behalf of the Council:

Name		Signature	
Date:			



# 1. Tenancy Types

- a. This Agreement sets out (on page 4) the type of tenancy you have. The information in this section tells you more about each type of tenancy.
- b. **An Introductory Tenancy**  
 For the first 12 months of your tenancy, you are an Introductory Tenant and not a Secure Tenant. An Introductory Tenancy is a trial tenancy with exclusive possession (the tenant occupies the property on his/her own or with just his/her household. This non secure period may be extended in certain circumstances. Should it be considered necessary to extend the introductory period, notice will be provided to you in writing.  
  
 If you do not breach any conditions of the tenancy in the first 12 months of your tenancy, then you will automatically become a Secure Tenant. However, if you breach any term of this agreement, then we can apply to the Court for a possession order.  
  
 You have the right to appeal against a Notice of Proceeding of Possession.  
  
 Upon becoming a Secure Tenant, you will have all the legal rights of a Secure Tenant. Your tenancy will automatically change and you will not have to sign a further agreement.
- c. **A Secure Tenancy**  
 This tenancy is given when a property is let with exclusive possession (the tenant occupies the property on his/her own or with just his/her household) and the tenancy is not specified as an exception (e.g. an introductory tenancy).  
  
 However, if you breach any term of this agreement, then we can apply to the Court for a possession order.
- d. Legal rights of each tenancy type  
 As an Introductory Tenant, you have fewer legal rights than a Secure Tenant. The legal rights of Secure Tenants are set out in this Tenancy Agreement. The rights that do not apply to Introductory Tenants are clearly marked.
- e. A summary of rights to each tenancy type:  
 Introductory and Secure Tenants have the following legal rights:
  - The right to occupy
  - The right to information
  - The right to be consulted
  - The right of repair
  - The right to succeed to a tenancy
 Secure Tenants (and Introductory Tenants in exceptional circumstances, where we have used our discretion and given written permission) have the following legal rights:
  - The right to improve
  - The right to claim compensation for improvements to the property
  - The right to assign
 Introductory Tenants do not have the following legal rights:
  - The right to buy the property (although the first 12 months as an Introductory Tenant will count towards the discount awarded off the sale price for Secure Tenants)
  - The right to take in lodgers (A lodger is someone who pays money to you to live in your home but does not have exclusive right to any one part of it).
  - The right to sub-let part of the property
  - The right to mutually exchange the property with another tenant

- f. You must tell us if you will be away from your home for more than four weeks. We will then know that you have not abandoned it. We need to know if your job (or other circumstances) means that you are often away from your home or if you are away for long periods of time.
- g. The people who can live at the property are those you told us about when you applied for the tenancy. You must get our written permission before anyone comes to live with you for more than 4 weeks, including family members.

If you are in receipt of welfare benefits, you must declare any changes in your circumstances. We will refuse you permission to let them live at the property if we think that they may break the conditions in this agreement or if we have already evicted the occupant from another property because of their behaviour. We will write to you giving our reasons.

#### h. **Demoted Tenancies**

A secure tenancy can be demoted to a 12-month probationary tenancy if the tenant has engaged in housing related anti-social conduct or has used the property for unlawful purposes. If a demotion order is granted and the tenant remains in occupation, then on a specified date the secure tenancy will end and a demoted tenancy will begin.

The demoted tenant loses a number of secure tenancy rights. For example, a demoted tenancy cannot be assigned unless it is part of family law proceedings. A demoted tenant does not have the right to buy their property during the demoted period and any time spent as a demoted tenant does not count towards the qualifying period for the right to buy.



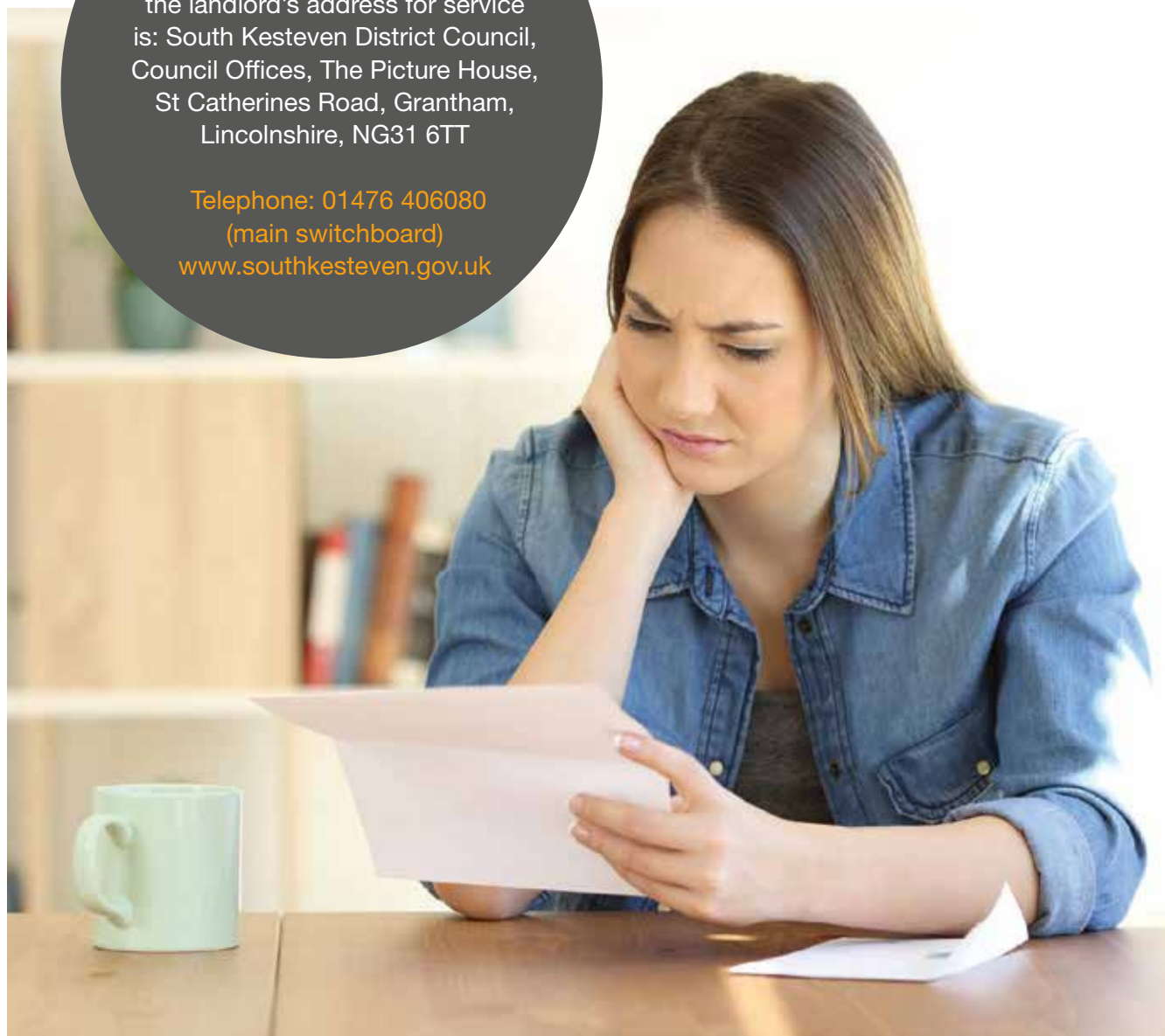
## 2. Notices

Any notice we give under this Tenancy Agreement may be served on you:

- in person or by leaving it for you with someone at the property
- by leaving it at the property or at your last known address;
- by handing to you in person; or
- by sending it first class post, second class post and / or recorded delivery to your property or last known address

For the purpose of section 48 of the Landlord and Tenant Act (1987), the landlord's address for service is: South Kesteven District Council, Council Offices, The Picture House, St Catherines Road, Grantham, Lincolnshire, NG31 6TT

Telephone: 01476 406080  
(main switchboard)  
[www.southkesteven.gov.uk](http://www.southkesteven.gov.uk)



# 3. Using your home

## Your Responsibilities

- a. You, your friends and relatives, and any other person living in or visiting your home (including children) must not use your home other than as a private home.
- b. You, your friends and relatives, and any other person living in or visiting your home (including children and pets) must not damage, vandalise or remove any part of the property.
- c. You must inform the Council, prior to leaving, if you are away from your property for a period more than four weeks.
- d. You must, upon being given reasonable notice, allow our employees and/or contractors access to your property to inspect it and/or carry out any repairs, servicing or improvement works to the property. All our employees and contractors will wear identification.
- e. You must not run a business from your home without our written permission. We will not refuse permission unreasonably unless we feel that the business is likely to cause a nuisance to other people or damage your home. If, after we have given our permission, the business causes a nuisance, we will give you written notice that we withdraw our permission. Examples of businesses that could cause a nuisance or annoyance to your neighbours\* which we may not allow you to run from your home include (but not limited to):
  - animal boarding or breeding business
  - car sales, repair and maintenance businesses
  - any business where you would have to use hydraulic equipment, industrial sewing machines or controlled substances such as chemicals
  - shops or wholesale businesses where customers would have to visit your home
  - childcare business where customers would have to visit your home
  - any business that would mean more than your own vehicle being parked outside your home, for example, a taxi company or vehicle hire company
- animal boarding or breeding business
- \*Your neighbours include everyone who lives in the local area, including people who own their own homes, private rented tenants and private registered provider (housing association) tenants.
- Loft spaces are locked and must not be used for storage. This is to protect the insulation and ensure the property maintains an EPC rating in line with the Decent Homes Standard. Access to loft spaces is restricted to authorised personnel only. This is to prevent damage to insulation or other energy efficiency measures that could affect the property's performance.
- h. You must not sublet the entire property or assign your tenancy. Written permission must be given by the Council for any assignment of tenancy to take place.

## Your rights

### The Right to Occupy

- a. This tenancy agreement gives you the right to live in your home. You must use these premises as your only or main private home. We will not interfere with this right unless any of the following apply:
  - Access is required, subject to reasonable notice, which shall be no less than 24 hours (other than in an emergency), to inspect the condition of your home, or to carry out repairs, annually inspect gas supply/ appliances or other works to your home, or any work required on an adjoining property. If access is not given, after several attempts, court proceedings will be applied for, to seek

possession of the property.

- We are entitled to possession at the end of the tenancy.
- You break any of the conditions in this agreement. If you do, we may take legal action to force you to meet the conditions or we will apply to the Court for an order to evict you.
- We built or adapted the property for a person with physical disabilities and you no longer need that type of home
- We need to carry out redevelopment or major repairs to the property which we cannot do unless you move out (we will not end your tenancy and will accommodate you elsewhere on a temporary basis).
- You stop using the property as your main home.
- There is any other reason under the Housing Act 1985, the Housing Act 1996, the Localism Act 2011 or any future legislation.

## The Right to take in Lodgers

- b. You have the right to take in a lodger if you are a secure tenant (as long as you do not grant a sub-tenancy or exceed the number of people allowed to live in your home). If you do take in a lodger, you must tell us immediately and inform us of their name, age, gender and details of the accommodation they will occupy.

***Introductory Tenants do not have this right.***

## Subletting

- c. You have the right to sublet part of your home. You need our prior written permission to do this but we will not refuse permission without good reason. You cannot lawfully sublet all of your home. If you do, you lose your status as a secure tenant and we can evict you.

Subletting is when you rent out a self-contained part of your home. A subtenant may share your facilities but they can stop you from going into the parts of your home that they live in.

***Introductory Tenants do not have this right.***

## Right to buy

- d. You can apply for the Right to Buy scheme if you are a secure tenant of South Kesteven

District Council and you:

- live in a house, bungalow, flat or maisonette which the council owns or on which it holds an appropriate lease
- are purchasing either in your sole name; or jointly with other people named on the secure tenancy. On a joint tenancy, the Right to Buy belongs to all tenants so you can either buy jointly; or individually where the other tenants agree to this
- occupy the property as your only or principal home
- have the minimum qualifying tenancy period of 3 years public sector tenancy. The 3-year period does not have to be consecutive and can include your current tenancy and any previous public sector tenancy

If you die, the person who takes over the tenancy under the succession rights will also take over the right to buy. However, they must still have held a secure tenancy in their own right for a period of at least 3 years (or any subsequent revision to this time period) before they are entitled to rely on the right to buy.

You will not have the right to buy your home if you live in certain sheltered housing, or other accommodation excluded from the legislation, such as adapted properties. Introductory tenants do not have this right. There are some circumstances where you do not have the Right to Buy - the Tenants Handbook gives further information on this.

## How to take up your Right to Buy

In order to exercise your claim to buy your property under the Right to Buy, you will need to complete the application form (RTB1) and send it to:

RTB Officer, South Kesteven District Council, The Picture House, St Catherine's Road, Grantham. Lincs. NG31 6TT

The application form and more information about applying can be found at: <https://www.gov.uk/right-to-buy-buying-your-council-home>.

You can also get more details from the Right to Buy Agents: <https://www.ownyourhome.gov.uk/scheme/right-to-buy/contact-an-agent/>.

# 4. Garden and Trees

## Your responsibilities

- a. Where applicable, you are responsible for keeping the garden in a neat, tidy and well maintained condition throughout the tenancy. In some cases, this may include minor maintenance tasks relating to trees, hedges and shrubs. This is basic garden maintenance tasks such as light pruning of trees, trimming of low hedges and shrubs and removal of seasonal debris.
- b. For further information relating to your specific responsibilities regarding trees on the property and for guidance, please refer to the Council's Tree Management Policies and the Tenant Handbook.
- c. You, your friends and relatives, and any other person living in or visiting your home (including children and pets) must not remove or recklessly damage or vandalise any tree with a stem diameter over 8cm measured at 1.5m above ground level which is situated on the property.
- d. You must report immediately upon becoming aware of any tree work that needs carrying out within your tenanted property to avoid injury to any person or damage to any structure.
- e. You must, upon being given reasonable notice, allow our employees and/or contractors access to your property and garden to inspect or carry out any works to any tree within the grounds of the property. If access is not given, after several attempts, court proceedings will be applied for, to seek possession of the property.
- f. If there is a risk of damage to your home or to other properties, or of injury to people, we may need to give you twenty four (24) hours, or less notice in an emergency, that we need to enter your garden. If you do not allow or try to prevent us from entering, we will charge you the cost of getting into your home/garden.
- g. We reserve the right to do any garden maintenance tasks that are your responsibility if they are not put right within a reasonable period of time and recover all our costs from you.
- h. You are responsible for the cost of any items in your garden such as green houses, sheds etc. that are damaged as a result of a repair unless due to negligence of our contractors or employees.
- i. You are responsible for keeping your garden free from vermin and other pests.
- j. You must get written permission from us prior to planting of any new tree within the garden or removal of any existing tree with a stem diameter over 8cm measured at 1.5m above ground level.
- k. You are responsible for tree work that arises as a result of deliberate, malicious, criminal or accidental damage caused by you, people living in your home or people visiting your home.
- l. When you leave the property, remove any greenhouse, garage, shed or animal/bird enclosure you have put in the garden, unless we agree in writing that you may leave it.

# 5. Rent and other charges

## a Your rent

You must pay your rent every week in advance. (Or at any other interval that we agree to.) If you are a joint tenant, you are both responsible (jointly and severally liable) for paying all the rent, rent arrears and all other charges for your home when they are due. So, if one joint tenant leaves the property, we will still recover the rent (including any arrears) from either tenant.

Whether you are a sole or joint tenant, you are responsible and liable for all of the rent.

The weekly rent for your home (and any applicable charges) is shown at the start of the tenancy agreement. These will be subject to review on an annual basis.

## b Changes to your rent

When there is any change to your rent, we will tell you at least four (4) weeks before the change.

## c Service charge (where applicable)

For some properties a charge may be made for services provided. If the service charges are not paid, you will be in breach of your tenancy agreement. Examples of possible service charges are maintenance and replacement of septic tanks and treatment plants (where the service is currently provided by the Council and not by Anglian Water or other Water Authority), access to communal rooms, water and heating in sheltered housing schemes etc. We will give you a summary of what is included in your service charge. Please note that not all service charges are covered by Housing Benefit/Universal Credit.

## d Changes to service charge

We , can increase, add to, remove, reduce, or vary the services provided or introduce new services. Any such changes may either require you to pay a new service charge or affect the amount of service charge you pay.

Notice of any change in the amounts charged for services will be given to you at least four (4) weeks before any change is made.

## e Rent arrears

If you fall into rent arrears, contact the rents team and we will try to support you in resolving these. However, if the rent arrears continue, we may go to Court and ask for you to be evicted from the property.

You will be liable for any Court costs incurred in being taken to court. When your tenancy ends, you must pay us any rent, charges or costs which you owe us. A repayment plan can be set up for you to repay these rent arrears in regular instalments. You may lose your home if you do not pay your rent and/or other charges.

## f Welfare benefits to cover housing costs

If there is a change in your circumstances, which alters your entitlement to Housing Benefit or Universal Credit, you must inform us or the Department of Work and Pensions (whichever is relevant) immediately. We may recover from you any overpayment which is lawfully recoverable. You are still liable to pay your rent regardless of whether or not you are in receipt of any benefits.

# 6. Repairs and Improvements

## Your responsibilities

- a. You must report immediately upon becoming aware of any repairs that need carrying out to your home for which we are responsible.
- b. You are responsible for repairs which are necessary because you did not report another repair to us.
- c. You are responsible for the cost of any items in your property (and garden) such as furniture, clothing, floor coverings, green houses, sheds etc. that are damaged as a result of a repair unless due to negligence of our contractors or employees.
- d. You must allow our employees and contractors to enter your home or garden at reasonable times and at reasonable notice to inspect it, carry out repairs, service appliances and to carry out improvement works to your property.
- e. If there is a risk of damage to your home or to other properties, or of injury to people, we may need to give you twenty four (24) hours, or less notice in an emergency, that we need to enter your home or garden. We will charge you the cost of getting into your home if you do not allow or try to prevent us from entering.
- f. You are responsible for the cost of repairs that are the result of neglect or misuse, or deliberate, malicious, criminal or accidental damage by you, people residing in your home or people visiting your home.  
  
This includes the cost for putting right any improvements/alterations carried out by you, people residing in your home or people visiting your home without obtaining the correct permissions.
- h. Contact us immediately if the drains of your home become blocked. If you have caused the blockage by not using the drains properly, we will charge you for the work.
- i. We reserve the right to do any repairs that are your responsibility if they are not put right within a reasonable period of time and recover all our costs from you. We will tell you about this and give you an opportunity to get the repair completed to an acceptable standard.
- j. You are expected to do certain minor repairs yourself. Advice on this is in the Tenant Handbook.
- k. You must not make any change to your home without our written permission. If we refuse permission, we will give you our reasons in writing. If we give our permission, we may set certain conditions. If you do not meet the conditions, we may take away our permission. Structural work includes (but is not limited to) alterations to or removing walls, floors, ceilings, roofs and water, electricity and gas services.
- l. You are responsible for repairing and maintaining all improvements and fixtures and fittings you install at your home. These improvements will become our property when you move out. If you take them with you when you move, you must put the property back to the way it was before you improved it. If you don't, we will charge you for the work.

## Our Responsibilities

### We are responsible for:

- a. We will keep the structure and exterior of your home in good repair including drains, gutters and external pipes.
- b. We will keep in proper working order the installations in the property for the supply of water, gas, electricity and for sanitation including basins, sinks, baths and sanitary conveniences.
- c. We will keep in repair and proper working order the installation in the dwelling for heating and heating water.
- d. We will carry out repairs which we are responsible for, such as repairing or replacing the fixtures and fittings we own.
- e. We will carry out emergency repairs or where there is a health and safety issue. If these repairs are made by the tenant and are dangerous, the tenant will be recharged.

### We are not responsible for:

- f. Repairs that arise as a result of deliberate, malicious, criminal or accidental damage caused by you, people living in your home or people visiting your home.
- g. Any works carried out by you at the property (after obtaining the appropriate permissions), or works carried out by a previous tenant which you have signed a disclaimer for (a written agreement that you accept responsibility for the repair and upkeep of fixtures in the property installed by a previous tenant) and chosen to adopt at the start of your tenancy.

If you do not wish to adopt these works they will either be removed or replaced by the Council with their own standard or the Council may take over responsibility for these works.

## Your rights

### The Right of Repair

- a. You have the right for repairs (which are not as a result of any deliberate act, omission or neglect by you or your visitors, or those residing at the property) to be carried out as quickly as possible.
- b. When you report the repair work we will inform you of the work we will carry out, who will carry out the work and when the work will be completed. We will give you at least twenty four (24) hours notice and you must give access.
- c. Sometimes it may be necessary to move to another property so that major works can be carried out. The Council will offer you suitable alternative temporary accommodation. You will need to vacate the property for the period needed to complete the work and then move back to the original property. Works can sometimes be done whilst you are still in the property.
- d. If we fail to carry out our responsibilities of repair under this Agreement then you may be able to take legal action against us. You should consult a Solicitor, a Law Centre, Shelter Housing Advice or the Citizens' Advice.

## The Right to Compensation for Repairs

- e. You may be entitled for compensation if we fail to carry out repairs within a reasonable time once you've reported them.

You may also be entitled to compensation if your home is unfit to live in because of poor conditions.

## The Right to Make Improvements

You must get written permission from us prior to starting any alterations or improvements to your home.

- a. We will not unreasonably withhold our consent. All building works must adhere to current Planning and Building Regulations and Health and Safety standards.
- b. Retrospective permissions are not given.

Tenants need to re-instate the property to the original condition. On some occasions, the Council may do the work but this will be re-charged to the tenant. Further information about permissions can be found in the Tenant Handbook.

***For Introductory Tenants this right is at the discretion of the Council.***

## The Right to Compensation for Improvements

- c. At the end of a Secure Tenancy you have the right to apply to us for compensation for certain improvements you have made to your home that are to Council standard, unless they were started before 1 April 1994. If you are buying your home you will not get compensation as these improvements are not included in the purchase price. You should ask the tenancy services team if you would like more details about this.

***Introductory Tenants may also be eligible for compensation at the discretion of SKDC.***



# 7. Anti-Social Behaviour

Everyone has the right to enjoy life in their own way provided that it does not disturb others and does not break the law.

## Your Responsibilities

- a. You and any joint tenant are responsible for your behaviour and the behaviour of your children (if relevant) and anyone else living with you or visiting you while they are in your home (including common areas such as landings, stairways, foyers, lifts, courtyards, gardens and parking areas).
- b. You and any joint tenant, your friends and relatives, and any other person living in or visiting your home (including children) must not:
  - engage in any form of anti-social behaviour, or threat of anti-social behaviour to our tenants, other persons in the neighbourhood or to any of our employees, agents or contractors.
  - do anything which causes or is likely to cause a nuisance or annoyance to anyone in the local area
  - do anything which interferes with the peace, safety, comfort and/or convenience of other people living in, visiting or working in the local area
  - use, or allow your home to be used, for any criminal, immoral or illegal purpose. This includes selling, producing or using any illegal substances, including drugs, alcohol and counterfeit products. You must not use your home for storing or handling stolen goods.

- c. You, your friends and relatives, and any other person living in or visiting your home (including children) must not commit any form of anti-social behaviour, or threat of anti-social behaviour such as (this includes but is not limited to) violence or threatening to use violence; excessive noise; drug and alcohol related nuisance behaviour; domestic abuse; dumping waste.

We will take appropriate action so that you will not continue or allow to continue, any anti-social behaviour, harassment or cause any alarm or distress to anyone.

Tenants who are perpetrators of domestic abuse are at risk of being evicted.

Victims of domestic abuse, either as a tenant or household member, will be supported by the Council. Contact your housing officer for help. Further advice and information is also in the Tenants Handbook and in our Domestic Abuse Policy.

## Our Responsibilities

- a. If an anti-social behaviour problem continues we will take appropriate action
- b. We may enforce the tenancy agreement by using all legal remedies available to us.



# 8. Domestic Abuse

Domestic abuse is a crime. This is recognised by the Domestic Abuse Act (2021).

The Council does not tolerate domestic abuse by any of its tenants or members of their household.

Domestic abuse is defined as committed by someone who is 'personally connected' to you, such as:

- a partner (who you are married to; in a civil partnership; living with; do not live with but you are having an intimate relationship with)
- an ex-partner (was married to; was in a civil partnership; was living with; did not live with but was having an intimate relationship with)
- a person you have a parental relationship with in relation to the same child
- a relative

There are different types of domestic abuse. These are:

- physical or sexual abuse
- violent or threatening behaviour
- controlling or coercive behaviour
- economic abuse
- psychological, emotional or other abuse

Further information is in the Council's Domestic Abuse Policy. This can be found on South Kesteven District Council's website: [www.southkesteven.gov.uk](http://www.southkesteven.gov.uk)

**Tenants who commit domestic abuse (perpetrators) are at risk of being evicted.**

**Household members who are perpetrators of domestic abuse risk being excluded from the property.**

South Kesteven District Council can make a discretionary decision for a transfer to take place from one type of tenancy to another, including from a joint tenancy to a sole tenancy. This means that, for example, if the victim and perpetrator of domestic abuse are joint tenants, the tenancy could be transferred to the victim of domestic abuse as a sole tenant. Further information on this is in our Tenancy Management policy on our website.

# 9. Safeguarding

South Kesteven District Council is committed to safeguarding the welfare of children and/or young people and adults with care and support needs within the activities we undertake. Safeguarding encompasses a range of legal duties and responsibilities designed to protect people's health, wellbeing and human rights. Safeguarding exists so we can support people and help prevent problems from escalating, enabling them to live free from harm, abuse and neglect.

If you are concerned about yourself or someone else and living in one of our Council properties, please contact the Council. An officer will provide advice and support. The Council has a duty of care to refer anyone to Lincolnshire Adult or Child Safeguarding Services if they think anyone is at risk.

For further information and support, tenants and household members can refer to the 'Tenant Handbook'. A copy of this can be found on our website.

# 10. Property Condition

## Your Responsibilities

- a. You, your friends and relatives, and any other person living in or visiting your home (including children) must:
  - Keep your home, any communal area, including stairwells, free from fleas, vermin and other pests.
  - Keep your home clean and tidy. Any work we need to do, such as removing rubbish, dealing with pests etc, may be re-charged to you.
  - Keep all shared stairways, halls and landings clean. You must not leave any personal belongings or rubbish in these areas. We may remove and dispose of anything you leave in these areas and charge you for the work.
  - Keep any areas around the communal bins free from rubbish and rubbish should not be placed next to the bins. Any waste not in the appropriate bin could be deemed as mis-presented waste or flytipping and enforcement action may be taken. Enforcement action could result in a fine, penalty notice or prosecution.
- Individual bins must be stored within the boundary of the property and produce for collection on the appropriate day. Waste must be stored securely within the bin so that waste does not escape onto the road.
- Keep your home free from bad smells (e.g. rotting food; human/animal faeces and urine etc.).
- Keep your home free from an excessive amount of clutter which amounts to hoarding, as this increases the risk of fire.



# 11. Health and Safety

## Your Responsibilities

- a You, your friends and relatives, and any other person living in or visiting your home (including children) must not:
  - use portable oil, paraffin or gas cylinder heaters in your home
  - store inflammable materials or gas anywhere at your home without our written permission
  - store any appliances or vehicles which are powered by petrol, diesel, paraffin, electricity or gas in your home or in shared areas (except for domestic appliances such as kettles)
  - leave any item in passage ways, corridors, stairwells, entrances or exits used as fire escape routes in shared areas
  - store or charge mobility scooters, e-bikes and e-scooters on exit routes and in communal areas in your home or leave the battery to charge when you are out or while you're asleep
  - leave play equipment such as trampolines and paddling pools unattended in communal areas.
  - interfere with the correct use of fire or security doors
  - change your home entrance door eg. painting or varnishing it without first agreeing this with the Council
  - interfere with any equipment for detecting or putting out fires in your home
  - tamper with smoke alarms
  - interfere with any equipment for detecting carbon monoxide in your home
  - prevent us and/or our representatives from servicing appliances in your home
  - prevent us and/or our representatives from carrying out necessary health and safety checks, repairs and/or improvement works to your home
  - undertake any works on the building without first seeking written permission from SKDC
  - do anything in your home which could cause a danger to anyone in your home or in the local area
- throw anything through the windows of your home or off balconies
- leave syringes/needles in areas where people in the local area may come into contact with them. They must be properly and safely stored in purpose-made sharps containers and disposed of in the correct manner
- let anyone you don't know into the shared areas without appropriate identification
- put anything on a window ledge or balcony which could be a danger to anyone living in or visiting your home or the local area
- shake mats or carpets from the windows or balconies
- dispose of cigarettes out of a window or off your balcony
- withhold information from the police about any criminal act at your home
- delay telling us about any damage to your home
- you must inform us if you use/store medical oxygen at your home. You must also display appropriate chemical hazard warning signs outside your home
- smoke in shared or communal areas
- leave burning candles unattended
- leave mirrors by windows; these can focus sunlight and start fires
- install locks or security gates on any exits of the property
- block vehicle access routes
- tamper with lift doors

# 12. Pets and Animals

In recognition of the benefits that pets can bring to our lives we do in some circumstances allow them to be kept in Council properties.

## Permission to keep pets

You must obtain the Council's prior written permission before keeping any pet at the property. Permission will depend on the type of property you live in and the type and number of pets you wish to keep. This requirement applies to any new, additional or replacement pets.

Further guidance on keeping pets is set out in the Tenant Handbook.

## Existing pets

Where, immediately before this tenancy agreement came into effect, you were already keeping a pet at the property and the Council has not previously taken enforcement action in relation to that pet, the Council will treat permission as having been granted for that pet.

This deemed permission is conditional, subject to compliance with this tenancy agreement, and may be withdrawn if the pet causes nuisance, poses a risk to health or safety, or causes damage to the property.

## Conditions of keeping pets

Where permission is granted (including deemed permission for existing pets), it is a conditional allowance and not a right. You are expected to act responsibly and respectfully at all times.

Any pet must not:

- affect the peace, safety or wellbeing of other tenants or residents;
- cause damage to the property or surrounding areas.

You must ensure that your pets are not intimidating, aggressive, dangerous, or a nuisance.

Nuisance includes (but is not limited to):

- excessive or persistent dog barking;
- allowing a dog to roam freely;
- fouling inside your home or in communal areas;
- damage to the property, whether inside or outside;
- failure to vaccinate or properly care for a pet, creating a health hazard.

You are responsible for repairing, or paying for the repair of, any damage caused by your pets.

## Withdrawal of permission

The Council reserves the right to withdraw permission and require you to remove your pet(s) if these conditions are not met.

## Notification

You must inform the Council of any change to the pets you keep, or of any intention to keep a new pet, so that the Council can advise on suitability and whether permission is required.



## Your Responsibilities

You must not keep any animal that has been classified as dangerous under the Dangerous Wild Animals Act 1976 or keep any breeds (including cross breeds) named under section 1(1) of the Dangerous Dogs Act 1991. XL Bully dogs are only permitted if you have an exemption certificate.

You must receive written permission from the Council before keeping any livestock in the property or on any land owned by us. Livestock such as horses, donkeys, goats, cows, pigs, sheep, ducks, geese and reptiles are not allowed.

Livestock such as chickens might be allowed, dependent upon the type of property and location.

- a. You must get our written permission to build an animal or bird enclosure. If we give our permission, we may set conditions that you must keep to. If you do not meet the conditions, we may take away our permission. We may also withdraw our permission if the animals or birds are intimidating, aggressive, dangerous or causes a nuisance.
- b. You must not allow any animals that you keep to foul in any shared or communal areas. You must remove and dispose of any pet droppings hygienically.
- c. You must make sure that any animal you keep does not cause a nuisance, annoyance, or disturbance to others or damages any of our property.
- d. You must arrange and pay for any additional fencing or other form of restriction that is required to keep your animal safe, under control and unable to access anyone else's property. You must request written permission from the Council first before you install or change any fencing.
- e. You are responsible for the behaviour and control of any animals that belong to or accompany visitors to your property or other members of your household.
- f. If the pet is deemed to be intimidating, aggressive, dangerous or causes a nuisance and/or the number; type or size of pets are considered to be unsuitable, we reserve the right to ask you to remove your pet(s). If you do not remove your pets when asked, we may ask you to re-home your pet and/or take legal action to evict you.
- g. Any dogs and cats you own are required, by law, to be microchipped and registered.
- h. You must vaccinate your pets to prevent any health hazard.
- i. Under the Control of Dogs Order 1992, all dogs in public places must wear a collar with their owner's surname, address and contact details.
- j. Under the Animal Welfare Act 2006, owners have a duty of care to meet the needs of their pets. Our Housing Officers will report any welfare concerns to the appropriate agencies.
- k. You are responsible for any animals visiting your home. They are not to cause a nuisance, intimidation, aggression, danger, to anyone or detriment to the property or a health hazard.

# 13. Vehicles

## Your Responsibilities

- a. You, your friends and relatives, and any other person living in or visiting your home (including children) must not do the following:
  - Park or store any vehicle (a car, bus, lorry, motorbike, boat, caravan, motorhome, motorised mobility vehicles, etc) anywhere on the property (including grass verges and boundaries owned by us) unless you are using a garage, parking area or a drive with a dropped kerb.
  - Park any vehicle on communal grassed areas or roadside verges owned by us. This includes unloading for any period of time.
  - Build a parking space, garage or drive without our written permission.
  - Park any motorhome, caravan, boat or excessively large business vehicle at your home without our written permission. If you do you will be asked to remove it.
- Repair or have for sale any vehicle not owned by yourself at your home or any other land owned by us. If we suspect that you are repairing such a vehicle, we may ask you to prove that you own the vehicle.
- Park any vehicle which is illegal (e.g. not taxed) or is not roadworthy, on any land that belongs to us.
- Double park vehicles or park in a way which causes an obstruction to other road users, including emergency services' vehicles.
- Park in a way which blocks access to and from someone else's property.

# 14. Tenant Involvement

## Right to be involved

You have the right to be involved and have your views considered on how we manage your home. This includes:

- providing information on how well we are performing as a social landlord
- provide opportunities for you to be involved in looking at how we perform and shaping our policies and procedures and any service improvements

## Right to be consulted

We will consult you over any substantial changes in housing management that affect how your home is managed or maintained

This includes:

- Changes to your tenancy agreement
- Changes to housing policies that set out how we will manage or maintain your homes
- Introducing new services not already included in your tenancy agreement
- Changes to how we provide or deliver how we manage or maintain your home



# 15. Succession, Assignment and Exchange

## The Right to Assign your Tenancy

- a. Assigning your tenancy is where your tenancy is legally passed on to someone else by you.
- b. As a Secure tenant, you have the ability to assign. It is limited to one instance, as with succession.

A tenancy cannot be assigned if:

- it is a joint tenancy
- the tenancy has been demoted
- it is in temporary accommodation
- if it was inherited from a previous tenant

Where there are outstanding arrears, the current tenant (assignor) must clear these before proceeding with their application to assign their tenancy

- c. Where there has been a legal assignment then you will no longer be the tenant for that property.
- d. Assignment is only allowed in the following situations:
  - Assigning the tenancy under the Right to Exchange but only with our written permission; or
  - In the case of a relationship breakdown, where the Court assigns the tenancy from a tenant to the other occupant. This type of order is known as a transfer of tenancy. If you would like to know more about this type of order then you should consult a Solicitor, the Citizen's Advice, or a Law Centre; or
  - Assigning your tenancy to a person who is legally entitled to succeed you. This depends when the tenancy started and may include your husband, wife, civil partner, partner or relative. You must have our written permission.

Further details are in Appendix 1 of our Tenancy Management Policy.

## The Right to Exchange your Tenancy

- a. Secure Tenants have a legal right to swap (exchange) their home with another South Kesteven District Council tenant, another local authority tenant or a private registered provider (Housing Association) tenant. You must get our written permission first.
- b. We may grant consent subject to certain conditions. We may withhold consent in certain circumstances eg. where there are rent arrears.

Further details are in Appendix 2 of our Tenancy Management Policy.

## The Right of Succession to a Tenancy

- a. Succession is the transfer of your tenancy to someone after you have died. The law states that only certain people can succeed to your tenancy. Succession can usually only take place once, so if you inherited your tenancy, no one can usually inherit your tenancy. The person applying for succession needs our written consent.
- b. When a joint tenant dies, the surviving joint tenant inherits the tenancy. Survivorship is not a statutory succession but counts as one when determining if there is a further right to succeed to a tenancy.
- c. The people who are legally entitled to succeed are:

Your spouse, civil partner or a cohabitee with whom you live and it is their only or principal home at the time of death or if your tenancy started before 1st April 2012, additionally, a member of your family: parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece, provided they have lived with you for at least twelve months. The 12 month period can include time living together at a different address.
- d. Your spouse, civil partner, cohabitee or family member who succeeds you will have the same type of tenancy as you, with the same rights as you under this Tenancy Agreement.
- e. We will consider whether your home is suitable for the person who succeeds to your tenancy and whether the succession to that property would make best use of our stock. If we decide that your home is not suitable, we will offer your relative a more suitable home. If reasonable offers are refused and any occupants in the property do not move, then we can serve a Notice within one year and apply to the court for possession of the property.
- f. If you do not have a spouse civil partner or cohabitee and there is more than one family member asking to succeed to your tenancy and if they cannot agree who will succeed you, we will decide.

Further details are in Appendix 3 of the Tenancy Management Policy.

# 16. Ending Your Tenancy

## How you may end your tenancy

- a. When you move out of your home, you must do the following:
  - Give us four (4) weeks written notice stating that you want to end your tenancy by completing a tenancy termination form. The notice must give your name, address, be signed and dated. Notice to end your tenancy must end on a Sunday.
  - Give us all the keys including any door entry fobs to your home on the day you leave so that we can inspect the property. If you do not give us any of these items, we will charge you for the cost of replacing the keys and locks of the property and may charge you for any additional rent.
  - Pay all the rent and other charges up to the date of the end of your tenancy.
  - Remove all your furniture, and personal fittings and belongings from your home unless specified items have been authorised to be left on the pre-termination visit. We will remove any items you leave behind and will charge you for the work necessary if no agreement has been made.
  - Remove all rubbish from inside and outside your home.
  - Remove any greenhouse, garage, shed or animal/bird enclosure you have put in the garden unless we agree in writing that you may leave it.
  - Make sure all the fittings and fixtures you have installed and which have been authorised for you to leave in the property are in good working order.
  - Replace or repair broken items which belong to us or you will be charged.
  - Leave your home clean; tidy and in good decorative order. We will charge you if we have to clean or repair any damage to the property.
- Allow our employees and contractors to enter your home at reasonable times to inspect it prior to you vacating the property.
- Allow our employees to show prospective tenants around your home prior to you leaving. We will give you notice of this.
- If gas appliances are removed, make sure that all exposed pipes are capped off by Gas Safe registered gas fitters.
- Make sure that electricity, gas and water meters are read and the relevant suppliers informed.
- Give us your new address and contact details
- b. If you do not pay all of the rent and other charges up to the date of the end of your tenancy. If you do not do this, we will take legal action to recover the money. We may go to court and ask for a Money Judgement Order to recover the debt. This may affect your credit rating and any future housing applications.
- c. In the case of joint tenants, notice received from one tenant will end the tenancy for all tenants. You will not have an automatic right to continue living in the property if a joint tenant has ended the tenancy. If this happens, seek advice from us.
- d. You can only transfer your tenancy to someone else (rather than ending the tenancy) if we have agreed to this, in writing, through an 'assignment of tenancy'. Further details can be found in the Assignment section of the Tenancy Management Policy. If you do leave anyone in the property without our written permission, we may evict them through the Court as they may be living there illegally. We will charge you the cost of doing this.

- e. If you are away from your home for four (4) weeks or more without telling us, we may consider the property to be abandoned and serve you with a notice to end your tenancy. You may not be entitled to another property with us and we may charge you the cost of all repairs that are needed because you abandoned the property.
- f. If you abandon your property, we will dispose of any perishable items that may become rotten, such as food. We will store all other items for 28 days, from the date we gave you written notice. You will be responsible for the storage costs. If the items are not collected at the end of the 28 days, we will dispose of them.

## How we may end your tenancy

### Introductory Tenancy

We can end the tenancy if you break this Tenancy Agreement. We will serve you with a Notice of Proceedings for Possession. This gives you four weeks notice of our intention to apply for an order of the Court for Possession. Introductory Tenants can be evicted more easily than Secure Tenants. You have a right of review of the decision to serve a Notice of Proceedings for Possession.

### Secure Tenancy

We may end your tenancy if you break a term of this agreement by serving on you the appropriate statutory notice and obtaining a court order for possession.

## Death of a Tenant

### How the tenancy can be ended

A tenancy does not automatically end when a tenant dies and no one has inherited it.

The Council or the Executor/Public Trustee of the estate of the tenant who died, can end the tenancy.

### By the Council

The Council must serve a minimum of four weeks' notice on those dealing with the deceased tenant's estate or on the Public Trustee.

### By the deceased tenant's estate executor or someone living in the property

If you are dealing with the estate of the tenant who died or you live in the property and would like to leave, you must:

- serve a minimum of four weeks' notice on the landlord (the Council).
- pay all liable rent until the tenancy ends

# 17. Written Permission

You **must** get our written permission before you:

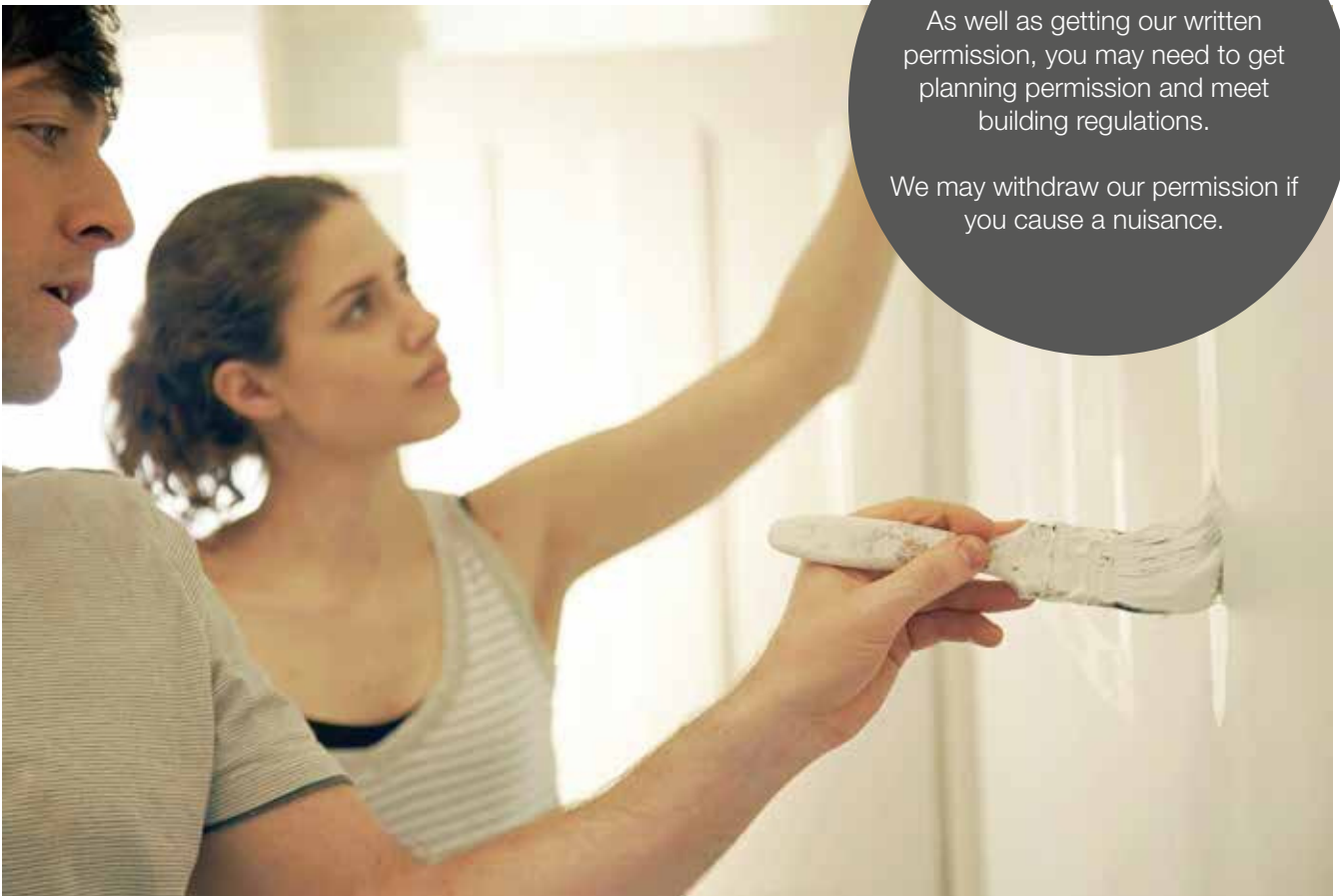
- allow anyone to live with you for more than 4 weeks, including family members (condition 1g - see section 1, paragraph g).
- sublet any part of your home (condition 3c)
- run a business from your home (see condition 3g)
- make improvements or carry out alterations to your home (including lay any flooring other than carpets, fit a CB ariel or satellite dish or make any changes to walls. You will be responsible for the ongoing maintenance of any improvements you make (see section 5).
- maintain trees or hedges which are not considered to be routine maintenance done with hand tools at ground level; fell or remove trees or hedges or alter any fence.
- store inflammable materials or gas anywhere at your home (see section 9)
- store or charge a mobility vehicle in one of our properties (see section 10)
- keep any pets or livestock (see section 11)
- build an animal or bird enclosure (condition 11a)
- install or change any fencing (condition 11d)
- build a parking space, garage or drive (condition 11a)
- Park any motorhome, caravan, boat or excessively large business vehicle at your home (condition 11a)
- Assign or exchange your tenancy (see section 13)

Failure to seek our consent or to comply with our terms and conditions shall be deemed a breach of your obligations under this tenancy.

## Please Note

As well as getting our written permission, you may need to get planning permission and meet building regulations.

We may withdraw our permission if you cause a nuisance.



# 18. Data Protection

When signing your Tenancy Agreement and throughout your tenancy, we will collect and hold data about you. We may need to disclose some of this data to other departments of the Council, or certain third parties. Your personal data will only be shared with others where this is permitted by law.

Further information is in section 16 of your Tenant Handbook.



# 19. Fraud and False Statement

If you or someone acting on your behalf has made a statement relating to your housing application which you/they knew to be false or could be false or you/they deceived us regarding information supplied on your application, we may take action to repossess the property under schedule ground 5 of the Housing Act 1985.

We are required under section 6 of the Audit Commission Act 1998 to participate in the National Fraud Initiative data monitoring exercise.

We advise you that the data held by us in respect of your tenancy will be used for cross system and cross authority comparison purposes for the prevention and detection of fraud.

# 20. Customer Feedback

Delivering a quality service is important to the Council and we would like to learn from what our customers have to say, to improve the services we deliver. We need to know if:

- you are happy with the way we have dealt with things
- you feel we got it wrong and could have done something better to meet your expectations

Customer feedback can be a complaint, compliment or a comment.

A complaint is defined as “an expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the organisation, its own staff, or those acting on its behalf, affecting an individual resident or group of residents.”

If you wish to provide customer feedback, there are various ways to do this. You can:

- Telephone the Council on 01476 406080 and speak with our Customer Services Team
- Report it online at [www.southkesteven.gov.uk/feedback](http://www.southkesteven.gov.uk/feedback)
- Visit one of our offices in person
- Write to us via letter

More information can also be found in our Housing Customer Feedback Policy on our website at [www.southkesteven.gov.uk](http://www.southkesteven.gov.uk). This explains the complaints process in full detail and provides information about the Housing Ombudsman Complaint Code which we have to adhere to.

If the problem still cannot be resolved, contact can be made to the Housing Ombudsman (contact details are in the Tenants Handbook).

# 21. Alternative formats and languages

South Kesteven has a rich and diverse culture - a community made up of people from different cultures with differing backgrounds, beliefs and experiences. This diversity is one of the things that make South Kesteven such a great place to live and work.

To ensure all residents of South Kesteven have access to our information, it is available in a range of different languages and formats, including large print, Braille, audio tape and computer disc.

To request a document in a specific language or format, you can ring us or e-mail us:  
01476 40 60 80  
communications@southkesteven.gov.uk

## Large print, Braille, audio tape or computer disc

This information can be made available in large print, Braille, on audio tape or computer disc. If you, or someone you know, might benefit from this service, please contact us.

## Ukranian

Ця інформація може бути надана великим шрифтом, шрифтом Брайля, на аудіокасеті або комп'ютерному диску. Якщо ви або хтось із ваших знайомих може скористатися цією послугою, будь ласка, зв'яжіться з нами.

## Cantonese

呢啲資料可以以大字本、盲文、有聲卡式帶或者電腦光碟形式提供。如果你或者你識嘅人需要呢項服務,請聯絡我哋。

## Česky / Czech

Tato informace může být dostupná i v češtině. Pokud byste Vy, a nebo někdo koho znáte, mohli využít tohoto servisu, obraťte se prosím na nás.

## Magyar / Hungarian

Ezeket az információkat magyar nyelven is tudjuk biztosítani. Ha Ön, vagy valaki, akit Ön ismer igényt tart erre a szolgáltatásra, kérem, keressen fel minket.

## Latviski / Latvian

Šo informāciju var iegūt arī latviešu valodā. Ja Jums vai kādai no Jūsu paziņai šādi pakalpojumi nāktu par labu, lūdzu kontaktējiet mūs.

## Lietuviškai / Lithuanian

Šią informaciją galite gauti lietuvių kalba. Prašome kreiptis į mus, jei jums arba jūsų pažįstamiems ši paslauga galėtų būti naudinga.

## Polski / Polish

Informacja ta może być dostępna w języku polskim. Jeżeli Państwo albo ktoś kogo Państwo znają, może z tej usługi skorzystać, proszę nas kontaktować.

## Português / Portuguese

Esta informação pode ser disponibilizada em português. Se você, ou alguém que conhecer, beneficiar com este serviço, por favor contacte-nos.

## Русский / Russian

Данная информация может быть предоставлена на русском языке. Если Вы или Ваши знакомые посчитаете такую услугу необходимой, пожалуйста, свяжитесь с нами.

## Türkçe / Turkish

Bu bilgiler Türkçe dilinde mevcuttur. Siz veya bir tanıdığınızın bu hizmetten faydalanacağını düşünüyorsanız lütfen bizi arayınız.

# Notes



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St Catherines Road  
Grantham Lincolnshire NG31 6TT

01476 406080  
[www.southkesteven.gov.uk](http://www.southkesteven.gov.uk)



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SOUTH  
KESTEVEN  
DISTRICT  
COUNCIL

## Tenancy Agreement Consultation December 2025



Deborah Wyles – Consultation Officer  
South Kesteven District Council  
December 2025

## Table of Contents

Executive Summary	Page 2
Purpose	Page 2
Background, purpose and legislation	Page 3
Scope, objectives and methodology	Page 4
Results	Page 5
Conclusion	Page 15



## Executive Summary

1. Tenants living in general needs housing and sheltered housing schemes were asked for their views on changes to their Tenancy Agreement during a four-week consultation which took place towards the end of November and during December 2025.
2. Opening on 24 November 2025, the consultation was open for four weeks, closing on 22 December 2025. 203 responses were received – a response rate of 3.45%<sup>1</sup>
3. When asked about a proposal to change how rent and other charges are paid from a 48-week payment schedule to a 52-week schedule, three fifths of respondents (125 or 62.8%) were in favour. One fifth weren't in favour, and the remaining fifth (39 or 19.6%) didn't know or weren't sure about the proposal.
4. When asked if the tenancy related consequences of being convicted of domestic abuse had been clearly communicated in SKDC's Tenancy Agreement – most tenants (121 or 71.2%) thought that they had been.
5. Most tenants (121 or 78.1%) thought the insertion of an extra clause in Chapter Nine - Property Condition which focused on the tenants' responsibility to keep their home and any communal areas free from fleas, vermin and other pests was clearly stated.
6. Tenants were asked if the responsibilities of keeping animals in council properties had been clearly communicated. Whilst the wording in the Tenancy Agreement appears to have been clear, with 106 tenants (72.6%) agreeing, there was an issue with some of the phrases used in the Tenants Handbook, which led to some respondents raising concerns.
7. Tenants feedback on each of the changes proposed in SKDC's Tenancy Agreement could be described as being generally supportive. A few viewed some elements of the agreement as overly prescriptive – particularly in respect of animal ownership - and queried the legislation governing its status. Illustrative quotes have been included in this report.

## Purpose of report

8. The purpose of this report is to update South Kesteven District Council (SKDC), Cabinet and Housing Overview and Scrutiny Committee with the results of the consultation that took place with tenants during November and

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<sup>1</sup> Letter notifying tenants of consultation on Tenancy Agreement sent to all tenants -5,884



## Background

9. As part of the consultation, tenants were informed that the Tenancy Agreement they have with South Kesteven District Council is a legally binding contract. It outlines the rights and responsibilities both they and the Council have, as a tenant, and as a landlord. It includes expectations about rent, how they live in their property, repairs and maintenance, community responsibilities and behaviours.
10. They were also told that it has now been updated and includes some new tenancy conditions. These changes, they were told, are being made to help the Council manage tenancies on a day-to-day basis, or because SKDC thinks they will make the tenant's life easier. Other changes were made to help make the Tenancy Agreement easier to understand.

## Purpose

11. The purpose of this exercise is to fulfil the legislative requirement to consult, prior to making any changes to the tenancy agreement SKDC tenants will need to abide by. The feedback gathered as part of the consultation process will also inform the members decision.

## Legislation

12. This consultation has been undertaken in accordance with the requirements set out in sections 102 and 103<sup>2</sup> of the Housing Act 1985. These sections govern how the secure terms of a tenancy can be changed. In this scenario, the consultation has also acted as the Preliminary Notice. All South Kesteven District Council tenants have, in accordance with legislative requirements, been notified about, and invited to comment on, any proposed changes to the tenancy agreement for a minimum of 4 weeks or the rental period (whichever is longer).

## Scope

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<sup>2</sup> Sections 102 and 103 of the Housing Act 1985 govern how the terms of a secure tenancy can be changed. Section 102 states that a secure tenancy can be varied by agreement or through the notice procedure in section 103. Section 103 outlines this notice procedure for periodic tenancies, which requires the landlord to first serve a preliminary notice informing the tenant of proposed changes and inviting comments, before they can issue a formal [Notice of Variation](#).

13. The scope of this consultation was focused on tenants in both sheltered and general needs housing. Consultation with other internal stakeholders (those from other sections of the Council including Housing Repairs, Rents and Public Protection and councillors) has already taken place.

### Objectives

14. The objectives of the consultation were to:
- Ensure tenants were given an opportunity to review and comment on the draft Tenancy Agreement document
  - Collect opinions on proposed changes to the draft Tenancy Agreement
  - Collate a list of observations and identify how they might be addressed
  - Ascertain degree of support for the draft Tenancy Agreement
  - Inform the decision that will be taken by Cabinet in respect of the revised Tenancy Agreement

### Methodology

15. The responses to these consultations were collected over a four-week period (24 November through to 22 December 2025). 203 responses were received in total. The data was gathered via a web link to an on-line survey. Printed copies of the survey were made available to tenants who requested them. For those who wanted more detail, the survey included links to both the draft Tenancy Agreement and the Tenants Handbook. 200 on line responses and three printed responses were received. Members of a Tenants Focus Group were also asked to review the document and a workshop was held with councillors to discuss the proposed changes. The feedback from each of these meetings has already been collated and is the subject of a separate submission.

16. The survey included the following sections:
- An introduction to the consultation, why their help was needed and how their feedback will be used
  - The main reasons why SKDC is revising the Tenancy Agreement
  - An option for the consultees to make further comments
  - An opportunity for the consultees to supply their details so they can be contacted, if they so wish
  - Arrangements for those for whom accessibility is an issue
  - A thank you and closing date

### The results

17. The first question on the survey related to rent and other charges. (Chapter 4, page 13).  
Tenants were told that the total amount of

rent they pay is currently charged over 48 weeks (sometimes 49 weeks if there are 49 Mondays in the year) and that the Council would like to change this so that the total amount of rent a tenant pays is charged across the whole year - 52 weeks (sometimes 53 weeks if there are 53 Mondays in the year).

18. This will mean that the amount they pay each week will be less than it is now, but they will pay something every week during the year. The amount of rent they pay will remain the same. To help illustrate how it would work in practice, an example was provided:

For example, if their rent is £5,200 for the year:

Spread out over 48 weeks they currently pay £108.33 per week

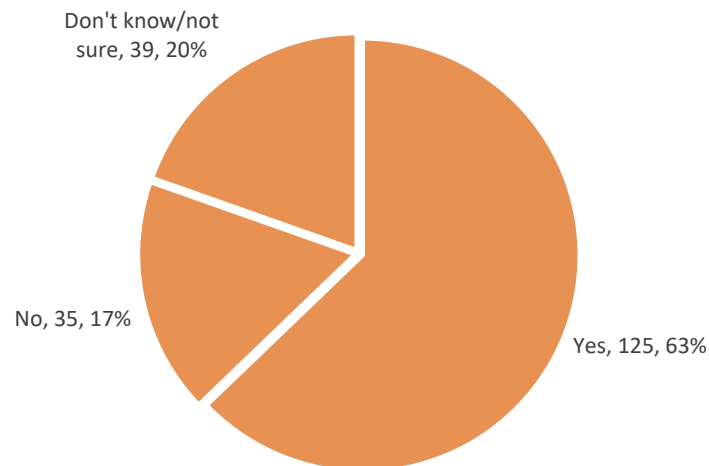
Spread out over 52 weeks they would pay £100 per week

19. Tenants were provided with a reason for proposing this change. SKDC would like to make this change because they think it will make it easier for people to budget, especially for those in receipt of Housing Benefit or Universal Credit (which is calculated across the whole year).

20. Three fifths of those taking part in the survey (125 or 62.8%) were in favour of this change. A fifth were not, with the remaining fifth answering don't know/not sure, as illustrated in the pie chart below:



**Q1. Do you agree with this proposed change?**



21. When asked why they had chosen to answer in this way, tenants were either in favour of the change- seeing it as beneficial from a cost-of-living perspective, not in favour of the change as the current arrangements suited their personal circumstances, or could see no benefit or drawback as they already pay monthly and are not on benefits. Some were in favour of more clarification. Examples of each of these views are below:

**“Cost of living is so high so this would help so much!”**

**“I would like to keep it this way. Because being in the building industry bad weather around December means there might not be any work. So, for me it's a good thing to have those two free weeks as a bit of security of going behind with the rent.”**

**“I already pay monthly so it will have little effect on me”**

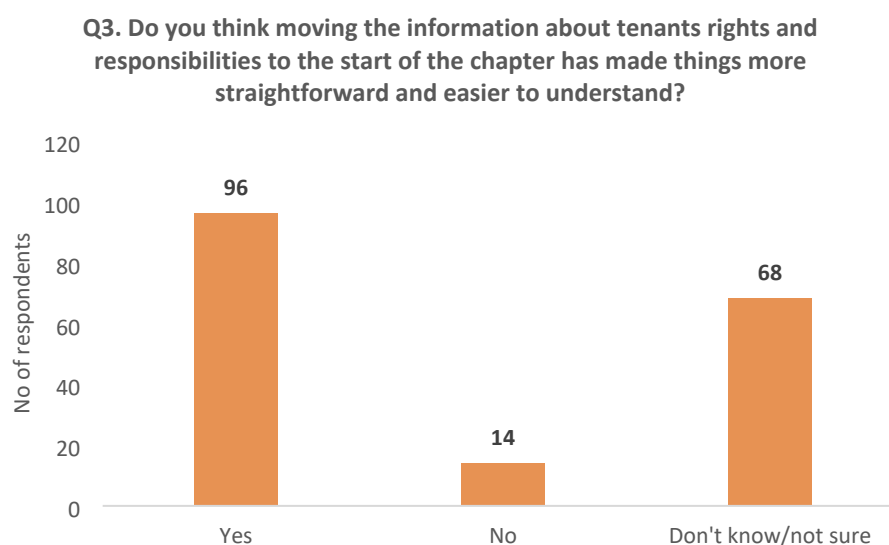
**“Not enough information supplied on rent changes.”**

22. The second proposed change to SKDC's Tenancy Agreement respondents were asked about related to Repairs and Improvements. The sections within the 'Repairs and Improvements' (Chapter 5, pages 14-16) regarding tenants' responsibilities and rights

have been moved and are now at the beginning of the chapter.

This was because they are important and moving them makes them more prominent and hopefully easier to understand.

23. Just over half of those participating in the consultation (96 or 53.9%) thought that moving the information about tenants' rights and responsibilities to the start of the chapter has made things more straightforward and easier to understand. Two fifths of respondents (68 or 38.2%) didn't know or weren't sure. This is illustrated in the bar chart below:



24. The comments made by tenants supported this distribution of responses. Some agreed that moving the information helped to make things more straightforward and easier to understand. A significant element (68 or 38.2%) didn't have an opinion either way. Others used it as an opportunity to comment on the repairs process. These views are illustrated in the quotes from tenants overleaf:

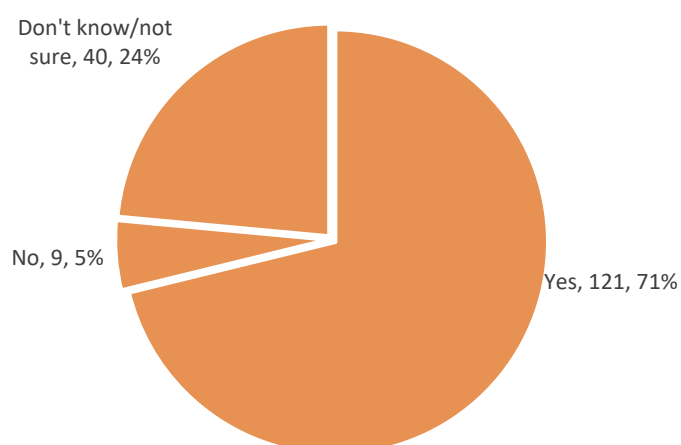
**“Agreed, this is important information”**

**“I don't think it makes much difference.”**

**“Can only get certain repairs done! Need a new fence and been told it my responsibility to do it, when in truth I’m a tenant and the fence is not really my property....”**

25. The third change to their agreement tenants were asked about is the addition of two new chapters. These outline the Council’s position and response to instances of Domestic Abuse and Safeguarding.
26. Tenants were informed that the Council does not tolerate domestic abuse by any of its tenants or members of their households. Chapter 7 (page 18) ‘Domestic Abuse’ has been added to ensure tenants and members of their households are aware of the tenancy related consequences for those who commit this crime.
27. Seven out of ten respondents (121 or 71.2%) thought that the tenancy related consequences of being found guilty of domestic abuse crimes were communicated clearly in Chapter 7 of SKDC’s Tenancy Agreement. This is illustrated in the pie chart below:

**Q5. Do you think the consequences are clearly communicated in this chapter?**



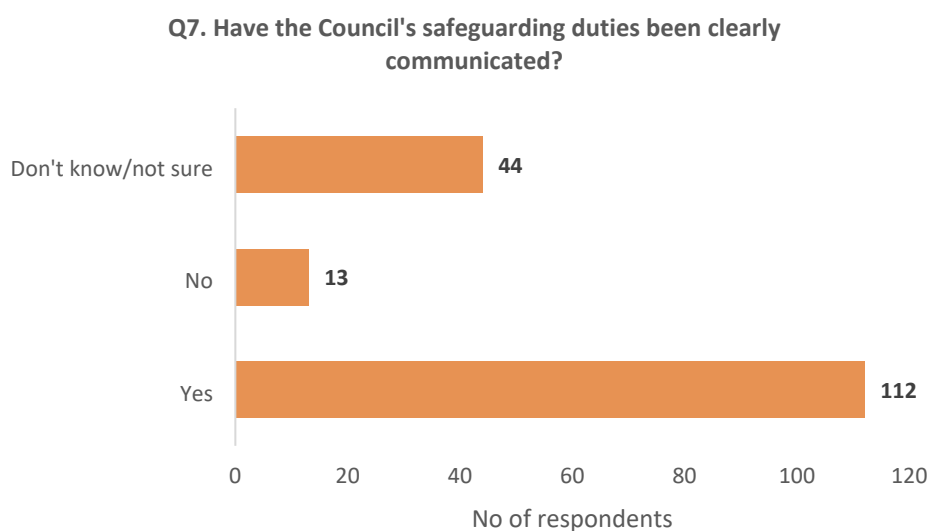
28. When invited to expand on their answer, most respondents were supportive. A couple asked how this position will be enforced. These viewpoints are illustrated below:

**“100% agree with this. It should not be stood for in any way”**

**“How will this be enforced and monitored?”**

29. Respondents were then asked about safeguarding. The Council, they were told, is committed to safeguarding the welfare of children and/or young people and adults with care and support needs and has a duty of care to refer anyone they think is at risk to Lincolnshire Adult or Child Safeguarding Services. 'Safeguarding' Chapter 8 (page 19) has been added so that tenants are aware of the Council's responsibilities in this area and what they should do if they think there might be a safeguarding issue.

30. When asked if the Council's safeguarding duties have been clearly communicated, two thirds of respondents (112 or 66.3%) thought that they had. This is shown below:



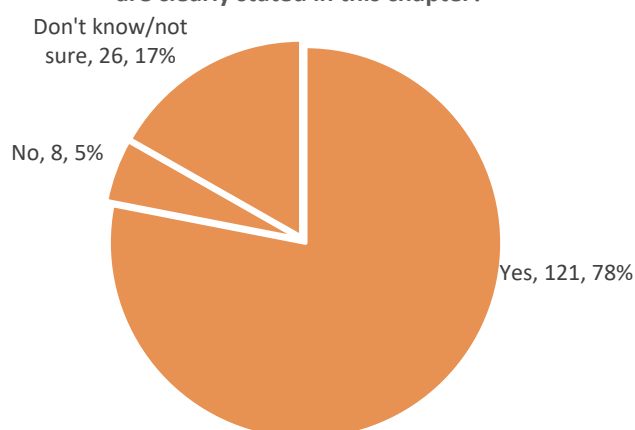
31. When asked to explain why they had chosen to answer in the way that they had, some said it was because they thought more explanation was needed. Others thought that the explanation was clear and straightforward. Examples of each viewpoint are included below:

**"There is a lot to process but the communication is clear."**

**“Some people have no idea about safeguarding. It needs to be clear”**

32. The fourth change to SKDC’s tenancy agreement tenants were asked about is the insertion of some additional wording to ‘Property Condition’ (Chapter 9 page 20).
33. This is focused on the tenants’ responsibility to keep their home, any communal area including stairwells and gardens, free from fleas, vermin and other pests. It also asks tenants to keep any areas around the communal bins free from rubbish.
34. Tenants were asked if the additional responsibilities they will have regarding the condition of their property, and any communal areas, are clearly stated in this chapter. Just under four fifths of respondents (121 or 78.1%) thought that they had been, as illustrated in the graph below:

**Q9. Do you think the additional responsibilities tenants will have regarding the condition of their property, and any communal areas, are clearly stated in this chapter?**



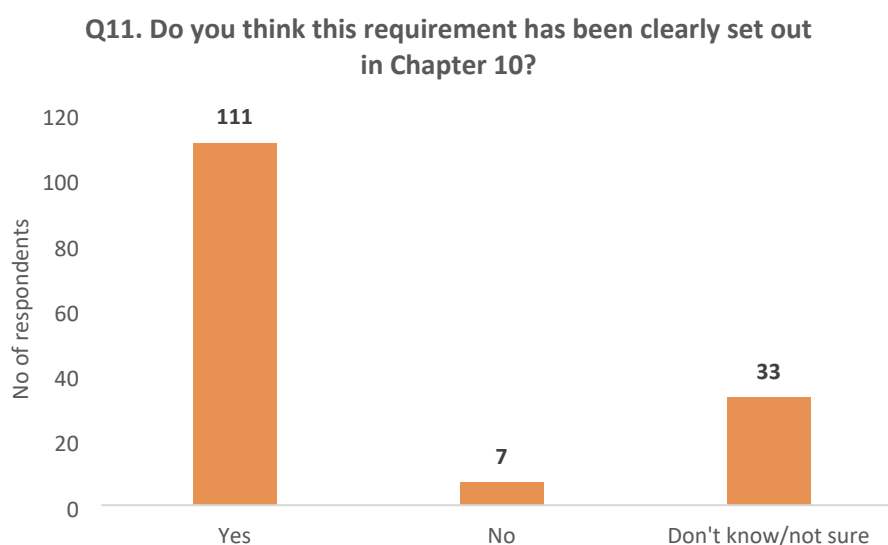
35. When asked if they wanted to provide more information about their answer choice, it appears there is a lot of support for this proposal. This is caveated by a concern of how to deal with those who choose not to

acknowledge their responsibilities. This position is summarised in the quotes below:

**“Yes, although one person in a communal area could keep it pristine yet another person trash it. How will that be managed or resolved?”**

**“How will you enforce keeping communal areas, bin stores tidy where some tenants will refuse to do anything? It would be unfair to penalize those who try to keep them tidy.”**

36. Respondents were then made aware of additional wording regarding fire safety and the safe storage and charging of mobility vehicles which has been inserted into chapter 10 (Page 21) Health and Safety’ of the Tenancy Agreement. Tenants or anyone else who is part of the tenant’s household must not store or charge mobility scooters, e-bikes and e-scooters on exit routes and in communal areas in their home or leave the battery charging when they are out or while they’re asleep.
37. Tenants were asked if this requirement had been clearly set out in Chapter 10. Three quarters (111 or 73.5%) thought that it had been, with just over a fifth (33 or 21.9%) choosing to answer don’t know/not sure, as illustrated here:



38. When asked why they had answered in this way, the feedback from respondents was either that they were in favour of the proposal not to charge mobility scooters

overnight, or not. Some asked if alternative arrangements for charging will be made available. Each of these positions are illustrated in the quotes below:

**“Because safety always comes first”**

**“Although this does not yet impact myself directly, it would some of my neighbours. Until such time as the council makes adequate provision for charging disabled peoples mobility devices, there should be no penalty associated with the charging of these essential items.”**

39. The sixth change SKDC made to their Tenancy agreement relates to animals. Chapter 11 ‘Animals’ (Pages 22 and 23) has been updated to make it clearer. It states that permission must be sought before keeping a pet. This will however be dependent upon the type of property the tenant lives in, and the pets they have, or would like to have. Tenants were advised that further guidance is available in the Tenant Handbook (section 10, page 40) and provided with a web link to the document.
40. Tenants were informed that additional wording has been inserted regarding the responsibilities of keeping animals. Previously, only tenants in sheltered housing or tenants living in flats had to seek permission to keep a pet. Now tenants living in any type of property may need to seek permission, depending on the type and number of animals.
41. They were also told that additional wording has also been inserted regarding the legal requirement for cats to be microchipped as well as dogs.
42. Tenants were asked if the responsibilities of keeping animals in council properties had been clearly communicated. Whilst the wording in the Tenancy Agreement appears to have been clear, there was an issue with a couple of the clauses in the Tenants Handbook, which were misinterpreted and caused concern for some respondents – particularly in respect of permission for pets already owned. This needs to be addressed to avoid any further misunderstandings and explains the strength of feeling expressed by some respondents, as illustrated below:

**“What does this mean for tenants who already have pets who don’t live in flats or sheltered housing? Does this mean we now have to seek permission for the pets we currently have and could be at risk of being made to get rid of them?”**

**“I’ve never had to have permission to have an animal before and now if you need permission for the pet you already have,**

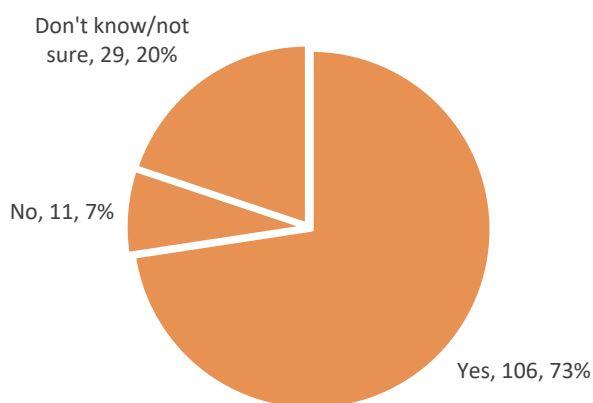


and the council refuse that permission what happens to your pet, I will not be getting rid of my pet if that's what the answer would be”

“It gave me anxiety reading the first few pages so what affect this will have on people with mental health issues is worrying especially those that have pets.”

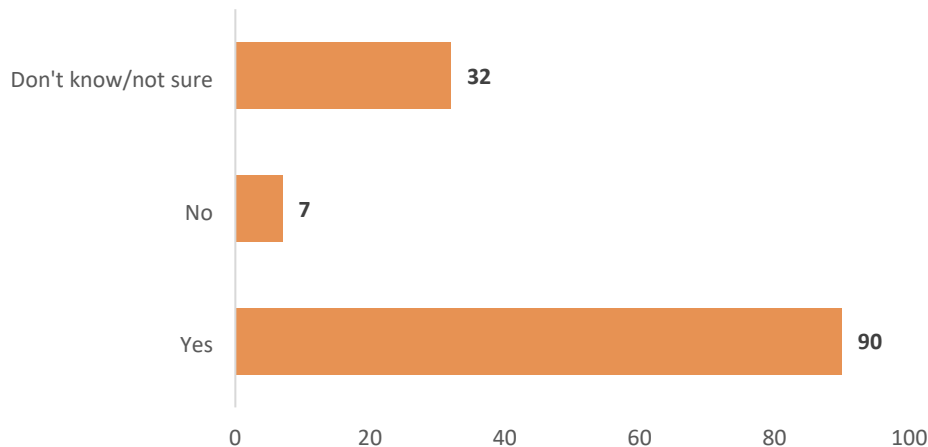
43. Seven out of ten (106 or 72.6%) thought that the responsibilities of keeping animals, including the legal requirement for cats to be micro-chipped as well as dogs, had been communicated clearly, as shown in the pie chart below:

**Q13. Do you think the responsibilities of keeping animals, including the legal requirement for cats to be micro-chipped as well as dogs, has been communicated clearly?**



44. Tenants were informed that other minor amendments had been made to their Tenancy Agreement to make it clearer and easier to understand. Seven out of ten (90 or 69.8%) thought it was clear and easy to understand, as illustrated in the graph overleaf:

**Q15.Do you think the draft tenancy agreement is easy to read and understand?**



45. Most respondents thought the wording used was clear and easy to understand. Others said bits of it (particularly relating to owning animals) were not as clear as they could be. Some tenants requested that a new copy of the agreement to be sent to them so that they know what is expected of them.

**“I find it easy to understand”**

**“.....I think the animal part is worded stupidly .... We should not have to ask permission for a common pet.”**

**“I think a copy of the proposed new agreement should be sent to all tenants to ensure they have this and understand what this means before these changes please.”**

46. The final question on the survey asked tenants if they had any comments. Tenants used the opportunity to voice their concerns on a variety of issues including animal ownership, the height of trees, outstanding repairs and anti-social behaviour. A couple of respondents queried the legislation governing tenancy agreements. Examples of the observations include:

**“I don’t believe you should have to ask for permission to keep animals....”**

**“I've seen looking through it, that trees should not be over 6ft high? Is this correct? As when I moved here all the trees, and 2 still are, way over 6ft high....”**

**“Where there are tenants with older Tenancy Agreements, that do not include a clause allowing for unilateral changes by the council, Tenants must be advised of their right to reject the changes....”**

**“.....I do believe tenancies need to be tighter as there is far too much ASB on our streets especially in the summer months....”**

## **Conclusion**

47. Undertaking this consultation has been very useful. It has provided lots of feedback on the proposed changes to the Council’s Tenancy Agreement.
48. Tenants are generally supportive of most of the changes proposed, but some would appreciate a little more clarity, as illustrated in this quote:

**“We enjoy living with SKDC, and are supportive of these changes, we just would require some more clarity. I think the council does its best to support tenants and always makes repairs in a timely manner. Contractors are polite and the social rent is extremely affordable and greatly appreciated. Sometimes councils can receive a bad name; but we are extremely grateful to SKDC for our home”**

49. Some expressed reservations about some of the proposals – most notably those concerning animal ownership. It would be prudent to review the wording in the Tenants Handbook which applies to animal ownership, as this has been an issue of concern for some participating in the consultation.
50. The proposal to change the arrangements for paying rent and service charges was also an area of concern for a few tenants and would perhaps merit further investigation prior to its implementation.
51. Members are asked to note the contents of this report.

**Prepared by Deb Wyles**

**Communication and Consultation**

**30 December 2025**





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### Equality Impact Assessment

Question	Response
1. Name of policy/funding activity/event being assessed	South Kesteven District Council Tenancy Agreement
2. Summary of aims and objectives of the policy/funding activity/event	Variations to the tenancy agreement are proposed to ensure it complies with legislation; ensure we are managing tenancies, properties and neighbourhoods effectively, and make the tenancy agreement easier for tenants to read and understand.
3. Who is affected by the policy/funding activity/event?	All South Kesteven District Council tenants.
4. Has there been any consultation with, or input from, customers/service users or other stakeholders? If so, with whom, how were they consulted and what did they say? If you haven't consulted yet and are intending to do so, please complete the consultation table below.	Yes, a statutory consultation with all South Kesteven District Council tenants will be taking place from Monday 24 <sup>th</sup> November 2025 to 10am Monday 22 <sup>nd</sup> December 2025 (4 weeks). A letter was sent to all South Kesteven District Council tenants informing them of the consultation. This includes a weblink and QR code to an online survey with the option of alternative methods of completing the survey (ie. paper survey via contacting the Housing Strategy team), where people do not have access, or do not wish, to complete the online survey.
5. What are the arrangements for monitoring and reviewing the actual impact of the policy/funding activity/event?	The impact of any changes to the tenancy agreement are monitored via the Tenancy Services team, including the Tenancy Services Manager and Sheltered Housing Manager. The tenancy agreement is reviewed within every 5 year period.

Protected Characteristic	Is there a potential for positive or negative impact?	Please explain and give examples of any evidence/data used	Action to address negative impact e.g. adjustment to the policy <i>(The Action Log below should be completed to provide further detail)</i>
Age	Yes-negative	The 'Health and Safety' chapter has had additional wording inserted regarding fire safety and the safe storage and charging of mobility vehicles. It is generally older tenants who use mobility vehicles and these changes have been made to safeguard tenants.	Additional scooter storage is being provided at some of the sheltered housing schemes and where this is not available or all spaces have been allocated, consideration for a move to an alternative property will be given, where appropriate, if all other options have been considered.  For general needs housing (all housing that is not sheltered housing), the Council will not unreasonably withhold permission for alterations to a property to allow the provision of storage facilities, ramp, access



			path or hard standing to facilitate a mobility scooter.
Disability	Yes – negative	The 'Health and Safety' chapter has had additional wording inserted regarding fire safety and the safe storage and charging of mobility vehicles. It is tenants with physical disabilities who generally use mobility vehicles and these changes have been made to safeguard tenants.	Additional scooter storage is being provided at some of the sheltered housing schemes and where this is not available or all spaces have been allocated, consideration for a move to an alternative property will be given, where appropriate, if all other options have been considered.
	Yes - neutral	Some of our tenants have visual impairments and need to see documents in eg. large print. Our tenant records evidence this.	For general needs housing, the Council will not unreasonably withhold permission for alterations to a property to allow the provision of storage facilities, ramp, access path or hard standing to facilitate a mobility scooter.  The Tenancy Agreement can be offered in an alternative format such as large print.
Gender Reassignment	No	This protected characteristic is not relevant to the implementation of this policy.	
Marriage and Civil Partnership	No	This protected characteristic is not relevant to the implementation of this policy.	
Pregnancy and Maternity	No	This protected characteristic is not relevant to the implementation of this policy.	
Race	No	Our tenant records show we have tenants who speak an alternative language as their first language.	We can provide the Tenancy Agreement and any letters associated to the implementation of the Tenancy Agreement, in an alternative language, on request.
Religion or Belief	No	This protected characteristic is not relevant to the implementation of this policy.	
Sex	No	This protected characteristic is not relevant to the implementation of this policy.	
Sexual Orientation	No	This protected characteristic is not relevant to the implementation of this policy.	



<b>Other Factors requiring consideration</b>			
<b>Socio-Economic Impacts</b>	Yes – neutral	<p>At the moment rent is charged over 48 weeks (sometimes 49 weeks). One of the proposed changes is to charge rent across the whole year – 52 weeks (sometimes 53 weeks if there are 53 Mondays in the year).</p> <p>SKDC records show that our tenants are currently falling into rent arrears due to the misalignment between how their benefits and tax credits are paid and how the Council collects rent.</p>	We are proposing to make the change in how rent is collected because we think it will be easier for people to budget their money, especially for people receiving Housing Benefit or Universal Credit (which is calculated across the whole year).
<b>Carers</b> (those who provide unpaid care to a family member, friend or partner)	No		N/A

## Consultation

Negative impacts identified will require the responsible officer to consult with the affected group/s to determine all practicable and proportionate mitigations. Add more rows as required.		
<b>Group/Organisation</b>	<b>Date</b>	<b>Response</b>
Statutory consultation with all South Kesteven District Council tenants	Commenced 24 <sup>th</sup> November 2025 until 22 <sup>nd</sup> December 2025 (4 weeks)	203 respondees to the survey. Letters were sent to all SKDC housing addresses (5884) with a weblink to an online survey. Paper surveys were sent to all tenants who requested them. (3.45%) response rate.

## Proposed Mitigation: Action Log

To be completed when barriers, negative impact or discrimination are found as part of this process – to show actions taken to remove or mitigate. Any mitigations identified throughout the EIA process should be meaningful and timely. Add more rows as required.				
<b>Negative Impact</b>	<b>Action</b>	<b>Timeline</b>	<b>Outcome</b>	<b>Status</b>
Wording regarding pets in the consultation draft included permission needing to be	This has now been changed so that needing written permission only applies to new tenants and current	Text already changed.	Text changed.	Completed.



sought for some current pets if existing tenants lived in certain properties. This wording was a concern for some tenants.	tenants wishing to have new pets.  For current tenants with existing pets, the clause "your pets must not be intimidating, aggressive, dangerous or cause a nuisance" still applies.			
It was queried via the Equality Impact Assessment if the languages in the 'alternative format and languages' section of the tenancy agreement reflected the current most spoken first languages by SKDC tenants.	The 'alternative format and languages' section of the tenancy agreement has been updated to reflect the current most spoken first languages by SKDC tenants. Ukrainian and Cantonese have been added.	Text already changed.	Text changed.	Completed.

## Evaluation Decision

Once consultation and practicable and proportionate mitigation has been put in place, the responsible officer should evaluate whether any negative impact remains and, if so, provide justification for any decision to proceed.		
Question	Explanation / justification	
Is it possible the proposed policy or activity or change in policy or activity could discriminate or unfairly disadvantage people?	It is possible due to the reasons identified. However, with the stated mitigations, any possibility for discrimination or unfair disadvantage can be reduced or eliminated.	
Final Decision	Tick	Include any explanation/justification required
1. <b>No barriers</b> identified, therefore activity will <b>proceed</b>		
2. <b>Stop</b> the policy or practice because the data shows bias towards one or more groups		
3. <b>Adapt or change</b> the policy in a way that will eliminate the bias	✓	The Tenancy Agreement wording has been changed to reflect consultation feedback, as set out in the 'proposed mitigation action log'.
4. <b>Barriers and impact identified</b> , however having considered all available options carefully, there appear to be no other		



proportionate ways to achieve the aim of the policy or practice (e.g. in extreme cases or where positive action is taken). Therefore you are going to **proceed with caution** with this policy or practice knowing that it may favour some people less than others, providing justification for this decision

**Did you consult with an Equality Ally prior to carrying out this assessment? Yes**

**Sign off**

<b>Name and job title of person completing this EIA</b>	Celia Bown, Senior Housing Policy and Strategy Officer
<b>Officer Responsible for implementing the policy/function etc</b>	Alison Hall-Wright, Director of Housing and Projects
<b>Date Completed</b>	19/11/2025
<b>Line Manager</b>	Emma-Jayne Abbott
<b>Date Agreed</b> <i>(by line manager)</i>	20/01/26
<b>Date of Review</b> <i>(if required)</i>	

Completed EIAs should be included as an appendix to the relevant report going to a Cabinet, Committee or Council meeting and a copy sent to [equalities@southkesteven.gov.uk](mailto:equalities@southkesteven.gov.uk).

Completed EIAs will be published along with the relevant report through Modern.Gov before any decision is made and also on the Council's website.

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**SOUTH  
KESTEVEN  
DISTRICT  
COUNCIL**

## Cabinet

Tuesday, 10 February 2026

Report of Councillor Virginia Moran,  
Cabinet Member for Housing

## Housing Asset Management Strategy

### Report Author

Mark Rogers, Head of Service (Technical Services)

✉ mark.rogers@southkesteven.gov.uk

### Purpose of Report

To approve and adopt the new Asset Management Strategy.

### Recommendations

**Cabinet is asked to:**

- 1. Approve and adopt the new Asset Management Strategy.**
- 2. Agree that any future minor amendments (i.e. changes to wording to reflect changes in process) required through the life of the strategy are delegated to the Head of Service – Technical Services, in consultation with the Cabinet Member for Housing.**

### Decision Information

Is this a Key Decision?	No
Does the report contain any exempt or confidential information not for publication?	No
What are the relevant corporate priorities?	Effective council
Which wards are impacted?	All Wards

## **1. Implications**

Taking into consideration implications relating to finance and procurement, legal and governance, risk and mitigation, health and safety, diversity and inclusion, safeguarding, staffing, community safety, mental health and wellbeing and the impact on the Council's declaration of a climate change emergency, the following implications have been identified:

### ***Finance and Procurement***

- 1.1 The Housing Asset Management Strategy outlines how properties are maintained in a compliant and effective way and is a key component of supporting the development of the HRA Business Plan. The strategy has been aligned to the updated housing revenue and capital budget proposals over the next 5 years.

*Completed by: David Scott – Assistant Director of Finance and Deputy S151 Officer*

### ***Legal and Governance***

- 1.2 The Council has statutory responsibilities as a social landlord regarding all aspects of managing its housing assets. Having a housing asset management strategy in place ensures that the Council is clear as to how it will meet these requirements.

*Completed by: James Welbourn, Democratic Services Manager*

### ***Health and Safety***

- 1.3 Failure to comply with the Housing Asset Management Strategy carries both financial and reputational risks for the authority. More importantly the Council has both legal and moral obligations to ensure that properties are well maintained and safe for tenants

*Completed by: Philip Swinton, Head of Health, Safety, Compliance and Emergency Planning*

## **2. Background to the Report**

- 1.1. Landlords require an up-to-date asset management strategy to set out how they will ensure that their properties remain safe, suitable, affordable and efficient in the long term.
- 1.2. An asset management strategy identifies the key priorities for the effective management of the Council's housing assets balancing tenant needs with financial viability.

- 1.3. The asset management strategy provides a strategic framework for making decisions from repairs and improvements, ensuring that Council's housing assets support the wider corporate plan objectives.

### **3. Key Considerations**

- 1.1. The purpose of this strategy is to:
- Manage available resources effectively to balance investment need across repairs and improvements ensuring the long-term viability of Council housing.
  - Ensuring homes are safe, meet modern standards and are suitable for diverse needs, improving tenant satisfaction and reducing void times.
  - Ensuring that properties meet current regulations, energy efficiency and environmental standard and avoiding non-compliance.
  - Future proof properties against climate change and evolving tenant demands through planned investment.
  - Optimize value for money and making informed decision about maintenance.
  - Links to the Council's corporate plan and key priorities.

### **4. Other Options Considered**

- 4.1 The alternative option to the proposed new asset management strategy is to retain the existing strategy, however this was ruled out as it was considered out of date and no longer fit for purpose.

### **5. Reasons for the Recommendations**

- 1.1. The Cabinet are asked to approve the proposed new Housing Asset Management Strategy.
- 1.2. The Council is required to have an up-to-date asset management strategy to set out how it will ensure that properties remain safe, suitable, affordable and efficient in the long term.

### **6. Consultation**

- 1.1. The following groups have been consulted on the proposed new housing asset management strategy:
- Housing Overview and Scrutiny Committee.
  - Housing Department Management team.
  - Resident workshop and online consultation.

## **7. Appendices**

- 1.2. Proposed new Housing Asset Management Strategy.

*Front and back pages to be added and uploaded to SKDC website after Housing Overview and Scrutiny Committee and Cabinet approval.*

**South Kesteven District Council**

**Housing Asset Management Strategy**

**2026 - 2031**

## 1. CONTENTS

1. Contents
2. Foreword by the Cabinet Member for Housing
3. Executive Summary
4. Introduction
5. Strategic Context
6. Housing Portfolio
7. Asset Management Priorities
  - *Putting the Residents First and Delivering Resident Focussed Services*
  - *Delivering an Effective and Efficient Repairs Service*
  - *Ensuring Homes are Safe and Meet Legal and Regulatory Standards*
  - *Effective Empty Property Management*
  - *Improving the Quality of Homes*
  - *Decarbonisation Projects*
  - *Effective Governance and Resources*
  - *Delivering Excellent Asset Management*
8. The Council's Values
9. Equality, Diversity and Inclusion

## 2. FOREWORD BY THE CABINET MEMBER FOR HOUSING

### ***Welcome to the South Kesteven District Council's Housing Asset Management Strategy 2025-2031***

*South Kesteven District Council's Housing Asset Management Strategy aligns to the Council's responsibilities described in the Council's Corporate Plan. This strategy represents the Council's vision and plans for maintaining and investing in the Council's housing assets and demonstrates how it will be proactive by putting the resident first in its approach and decision making.*

*This strategy sets out how the Council will tackle a wide range of challenges by being data and intelligence led. The Council will be joined up in its approach to how it plans, organises, and carries out repairs, compliance activities and investment work.*

*The Council will ensure and demonstrate that homes are in a good state of repair, safe and meet the requirements of the Regulator for Social Housing. The Council will deliver against its ambitions to improving the quality of homes and neighbourhoods, including meeting targets for decarbonisation.*

*I am therefore proud to recognise this approach and support this strategy.*

***Virginia Moran***

***Cabinet Member for Housing***

***South Kesteven District Council***

### 3. EXECUTIVE SUMMARY

South Kesteven District Council (the Council) has responsibility for around 6,000 social housing properties for families, older people, single people and vulnerable people. The Council's social housing properties are a mix of houses, bungalows, maisonettes and flats. The Council also manage several schemes which promote independence for older and vulnerable people.

The Housing Asset Management Strategy supports the Council's Corporate Plan and Financial Plan to ensure that properties are maintained in a compliant and effective way. The scope of the Housing Asset Management Strategy is in relation to Housing Revenue Account housing assets and does not include General Fund assets.

Strategic asset management is vital in ensuring that assets are managed in a structured way, this Housing Asset Management Strategy sets out the Council's key priorities, whilst providing flexibility within the context of public sector and the changing environment.

The Council Asset Management Plan covers the period 2026/27 to 2030/31 to ensure the effective delivery of the Council's short, medium and long-term priorities. This strategy has been aligned to the updated housing revenue and capital budget proposals over the next 5 years.

#### 4. INTRODUCTION

This Housing Asset Management Strategy sets out how the Council will manage its housing assets during the next five years.

Asset management is the term used to describe a range of activities needed to repair, maintain, and invest in assets and will reflect changing policy and good practice, modern standards and the needs of residents.

The Council's Housing Asset Management Strategy includes maintaining safe and healthy homes, meeting climate change targets and modernising and improving homes, focussing on the needs of the resident.

In recent years there has been significant focus on landlords, with the government seeking to ensure that housing standards are improved through the introduction of new legislation under the Building Safety Regulator and Regulator for Social Housing.

New building safety laws and social housing regulations make landlords more accountable for providing safe, good quality homes and treating residents fairly and with respect.

The Council's Housing Asset Management Strategy aims to meet the following Regulatory Consumer Standards:

- Safety and Quality Standards
- Transparency, Influence and Accountability Standard
- Tenancy Standard
- Neighbourhood and Community Standard

The Housing Asset Management Strategy also aims to meet legislative requirements set out in the:

- Fire Safety Act 2021
- Building Safety Act 2022
- Social Housing (Regulation) Act 2023

## 5. STRATEGIC CONTEXT

The Housing Asset Management Strategy is guided by the Council's overarching Corporate Plan and operates within the Council's business plan and financial constraints.

The Housing Asset Management Strategy outlines how properties are maintained in a compliant and effective way and is a key component of supporting the development of the Housing Revenue Account Business Plan. The strategy has been aligned to the updated housing revenue and capital budget proposals over the next 5 years.

The Council's Corporate Plan sets out ambitions from 2024-27 and provides a framework for the delivery for services to residents and businesses with the vision to make:

***'South Kesteven a thriving district to live in, work and visit'.***

The five priorities highlighted in the Corporate Plan are as follows:

***Connecting Communities*** – to enhance the strength, wellbeing, security and capacity of all our communities for thriving and cohesive society that all residents are proud to belong to.

***Sustainable South Kesteven*** – to meet the challenge of climate change and ensure that a clean, green, and healthy natural and built environment for present and future generations.

***Enabling Economic Opportunities*** – to support a dynamic, resilient and growing economy which benefits all our communities.

***Housing*** – to ensure that all residents can access housing which is safe, good quality, sustainable and suitable for the needs and future generations.

***Effective Council*** – to deliver trusted, high quality and value for money services that fulfil the needs and expectations of all residents.

## 6. HOUSING PORTFOLIO

The Council owns and manages around 6,000 social rented homes including 162 leasehold homes.

All properties are within the district council boundary of South Kesteven with core concentrations of properties within the main towns of Grantham, Stamford, Bourne and The Deepings.

The Council has an active development programme that is designed to provide much needed additional properties to rent.

<b>Key facts (October 2025)</b>	
Number of Houses	2983
Number of Bungalows	1496
Number of Flats and Maisonettes	1355
% of Properties meeting the decent homes standard	99.37%
Average SAP Rating	C
Total repairs and investment budget 2025-26	Over £20M
Total reactive repairs completed 2024-25	17,161
Total heating repairs completed 2024-25	2,971
Total void properties repaired	573 voids completed (including temporary accommodation properties).
Total component replacements completed 2024-25	1,139
Total number of decarbonisation properties upgraded 2024-25	369

The Council spends over £20M per year on repairs and investment works each year, this includes responsive repairs, void repairs, heating servicing, health and safety compliance checks, component replacements and decarbonisation works.

Each year we let around 540 properties to tenants each year, equating to a turnover rate of around 9%.

## 7. ASSET MANAGEMENT PRIORITIES

This Housing Asset Management Strategy sets out the following priorities for managing the Council's housing assets:

- Priority 1 - Putting the Residents First and Delivering Resident Focussed Services
- Priority 2 - Delivering an Effective and Efficient Repairs Service
- Priority 3 - Ensuring Homes are Safe and Meet Legal and Regulatory Standards
- Priority 4 - Effective Empty Property Management
- Priority 5 - Improving the Quality of Homes
- Priority 6 - Decarbonisation Projects
- Priority 7 - Having the Right Resources and Governance Structures in Place
- Priority 8 - Delivering Excellent Asset Management

By focusing on these priorities over the next five years the Council will meet its ambitions of providing safe, quality homes which meet the needs of its residents and the requirements set out by the Housing Regulator.

The successful delivery of the key priorities set out in this strategy the Council will improve the performance of the Council's housing services and complement the objectives set out in the Council's Corporate Plan.

### Priority 1 - Putting the Residents First and Delivering Resident Focussed Services

#### *The Council's Commitments*

- Meet the needs and expectations of residents with excellent standards of service delivery when repairs and investment works are carried out.
- Improve the ways in which residents are involved and engaged so their views help shape asset management services.

#### *Improving Customer Experience*

The Council has been working hard to improve customer experience in repairs and planned investment projects, and our latest transactional repairs satisfaction results are 84% (November 2025) which compares well with Housemark benchmarking (88% median quartile).

The table shows the annual Tenant Satisfaction Measures results for 2025/26 against those for 2024/25:

Measure	2024/25	2025/26
Well maintained home	59%	69%
Repairs last 12 months	66%	78%
Time taken repairs	52%	70%
Overall repairs	50%	65%

The Council will aim to raise satisfaction levels further through the life of this strategy.

The Council will improve satisfaction by carrying out repairs more quickly, completing overdue repairs, complete works to high quality standards and by keeping residents updated and informed.

The Council will communicate effectively on plans and timescales for carrying out planned works programmes and when works move from repairs to the planned works team.

The Council will update residents on performance and seek the views of residents to help shape services. Resident satisfaction transactional surveys will be carried out using Rant and Rave software as well as carrying out Tenant Satisfaction Measures perception surveys, as required by the Regulator of Social Housing. The feedback from our surveys will inform service improvement plans.

### ***The Council's Actions***

- Treat residents fairly and with respect and be easy to deal with.
- Keep residents informed of all works in homes.
- Listen and act when we get feedback.
- Deal with complaints promptly and in accordance with policies and procedures.
- Increase our monthly reporting of tenant satisfaction results across repairs and planned works.
- Deliver the services in accordance with the Council's Voice of the Tenant Survey.
- Report resident satisfaction results in our monthly performance reporting and to the Housing Scrutiny Committee.

## **Priority 2 - Delivering an Effective and Efficient Repairs Service**

### ***The Council's Commitments***

- Improve the organisation, contract management and performance of the repairs service to carry out repairs more quickly and within agreed timeframes.
- To ensure that the Council's repairs and maintenance service meets or exceeds median benchmarking performance.

### ***Repairs Service***

The Council aims to provide a high quality, efficient and reliable service, underpinned by excellent customer service to residents. The Council's repairs service must respond to resident needs and deliver great resident satisfaction.

Where possible, the Council will utilise its own in-house team to carry out reactive repairs and use contractors during periods of high demand. Contractors will be used for complex jobs which may impact on the productivity of our in-house teams and used for specialist or compliance works.

To improve the repairs service, the Council are mobilising two new resilience contractors during 2025/26. Both contractors have been selected considering their cost and quality tender submissions and assurance that they will meet our new repairs policy timeframes.

As part of the Technical Services team review, the Council has put in place additional resources to monitor repairs contractors to strengthen contract management and ensure that all jobs are completed within agreed timeframes and meet required quality requirements.

### ***The Council's Actions***

- Complete the backlogs of repairs jobs.

- Continually review and scrutinise performance, through up-to-date KPI reporting and service improvement actions.
- Effectively manage in-house delivery teams and all external contractors.
- Review financial budgets required for repairs and ensure that they are affordable to the Council considering peer group value for money benchmarking.
- Ensure that the repairs service is underpinned by up-to-date policies and procedures.

### **Priority 3 - Ensuring Homes are Safe and Meet Legal and Regulatory Standards**

#### ***The Council's Commitments***

- Ensure that all homes are safe, well maintained and free from hazards and meet legal and regulatory compliance requirements.

#### ***Health and Safety Compliance Activities***

The Regulatory Safety and Quality Standard set's out requirements which the Council is required to meet within its homes. The Regulators new Tenant Satisfaction Measures (TSM) sets out a range of technical compliance standards which the Council must report on to residents.

The Council is responsible for a range of statutory health and safety compliance activities in its homes to ensure properties remain safe. These activities include:

- Annual gas servicing and safety checks and remedial works
- Electrical installations testing and remedial works every 5 years
- Fire risk assessments and remedial works, including fire detection system checks and servicing, fire appliance checks and servicing, fire door surveys and remedial works
- Asbestos management, asbestos risk assessments and remedial works
- Water hygiene checks and maintenance
- Lifts servicing and maintenance and LOLER checks

#### ***Damp and Mould, Disrepair and Decent Homes***

The Council's homes will be free from hazards or items of disrepair and meet all legal and regulatory standards. These include the decent homes standard, building and fire safety laws and the requirements of the Regulator's Safety and Quality Standard.

To ensure that Council homes are free from damp and mould, disrepair and other health and safety risks the Council will:

- Be proactive in managing and preventing damp and mould and disrepair cases, by tackling issues reported promptly and within timeframes set out in accordance with Awaabs Law.
- Meet the requirements of the Building Safety Act and Fire Regulations including carrying out fire risk assessments and ensuring that all remedial actions are completed within agreed timeframes.
- Carry out stock condition surveys and Housing Health and Safety Rating System surveys (HHSRS) every 5 years.
- Ensure all Council staff who enter Council owned homes identify and report any hazards identified.

#### ***The Council's Actions***

Effective from April 2026

Next review due: April 2031

- To keep up to date records for safety checks and servicing to closely monitor and report performance.
- Ensure that quality checks are in place to provide assurance on compliance and performance reporting.
- Ensure key performance indicators are in place to monitor all compliance workstreams reporting against mandatory tenant satisfaction measures.
- Ensure that relevant officers are suitably trained to undertake to health and safety roles.
- Have clear policies and procedures to manage all compliance workstreams.

## **Priority 4 - Effective Empty Property Management**

### ***The Council's Commitments***

- To let homes as quickly as possible to help minimise people waiting for housing on the housing register and reduce rent loss for the Council.
- To let safe, high-quality homes which support sustainable tenancies.
- To carry out works in void properties which are both affordable and improves the quality of the Council's housing stock.

### ***Void Process***

The Council has worked hard over the last 18 months to reduce the backlog of voids from over 200 in progress to less than 50 in November 2025. This has been achieved through the following actions:

- Reviewing the team structure and resources in place to manage voids.
- The procurement of 2 resilience contractors to carry out larger void works.
- Strengthening performance reporting, contract management and senior management oversight.

In Q1 2025 the Council's internal auditors reviewed the void processes which resulted in a series of actions to improve the service. These actions are captured within an action plan and will be implemented by the end of the Q4 2025/26.

The Council is experiencing significant challenges in respect of the amount of work required in empty properties and this has resulted in significant increases in costs. The Council is currently reviewing costs to ensure value for money can be achieved without backlogs of work building up again.

Effective processes and good communication are critical to void management and turning properties around quickly for letting. A cross team working group consisting of colleagues from Housing Management and Technical Services meet each week to monitor the status of all empty properties.

Improved performance reporting is in place at a senior management level, and quarterly performance reports are presented to the Housing Overview and Scrutiny Committee to increase oversight.

### ***Void Lettable Standard***

The Council recognise the importance of letting properties to a high standard especially for those with limited incomes and increased support needs.

**Effective from April 2026**

**Next review due: April 2031**

Where possible, the Council will utilise its own in-house team to repair temporary accommodation and minor voids and use contractors to carry out works in properties which require significant work or component replacements. All properties handed back for letting will meet the Council's lettable standard.

Where possible, components will be repaired in empty properties although it may be more cost effective to replace them at void stage if they cannot be repaired. When a property is empty it can be the ideal time to carry out component replacements. The Void Manager and Planned Works Manager will work closely together to manage capital works budgets, planned works and ensure value for money is achieved.

Some repairs may be completed after the new resident has moved in to help provide homes more quickly and reduce void times.

### ***The Council's Actions***

- Ensure clear policies and procedures in place to ensure voids are managed effectively to reduce void relet times and properties are let as quickly as possible to reduce housing waiting lists.
- Technical Services and Housing Management will work closely together to ensure effective communication, identify high priority voids and to ensure both teams work hard to minimise void times.
- Ensure all properties are inspected against the lettable standard prior to letting.
- Complete all actions from the recent internal audit.
- Review void costs to ensure costs are managed within budgets, quality standards maintained and value for money is achieved.

## **Priority 5 - Improving the Quality of Homes**

### ***The Council's Commitments***

- Gather asset data through surveys, inspections and routine activities to inform stock investment programmes.
- Ensure that all properties meet the decent homes standard.

### ***Stock Condition Data***

Stock condition surveys are a key source of data to inform the Council's stock investment programmes.

During a stock condition survey, a Housing, Health and Safety Rating System survey (HHSRS) and Energy Performance Certificates (EPC's) will also be carried out.

The Council will use the results of the stock condition surveys to produce updated annual and 10 years investment plans. The Council will carry out surveys to all properties on a 5-year cycle.

The Council will have high quality stock condition data to ensure:

- Accurate performance reporting against legal and regulatory obligations.
- A full understanding of what works have been completed and when.
- Accurate forecasting of building components replacement.
- Investment planning and budget setting.

- A full understanding of investment needs for options appraisals.

The stock condition survey database will be updated monthly with all component replacements carried out through repairs, voids and planned works services to ensure all data is held in one place and is up to date for monthly reporting.

A reconciliation process is carried out on monthly basis to ensure that the number of assets on the stock condition database matches those on our finance and housing management systems.

### ***Planned Works***

The Council's stock investment programmes will be guided by our stock condition survey results, requirements as set out in the decent homes standard, legal and regulatory requirements and insight from our reactive repairs service.

To ensure that external and internal asset components perform well and last or exceed their forecast life, the Council will continuously review component specifications to ensure products are durable and last whilst considering costs. The Council will ensure that component replacement costs are in line with peer group benchmarking and affordable to the Council.

### ***Disabled Adaptations***

The Council is committed to funding a programme of works to adapt homes to ensure that residents can remain living independently for as long as possible. The Council will prioritise budgets to those with greatest need.

The Council will work proactively with Occupational Therapist Services to support residents in their homes and ensure that the budgets are spent wisely.

### ***The Council's Actions***

- Ensure a rolling 5-year stock condition survey programme is in place.
- Ensure asset numbers are reviewed and updated every month against the Council's housing management and finance systems.
- To annually update the annual and 10-year stock investment programme and ensure budgets are sustainable to the Council.
- Deliver the Council's planned works and aids and adaptations programme.
- Monitor tenant satisfaction with homes through tenant surveys.

## **Priority 6 - Decarbonisation Projects**

### ***The Council's Commitments***

- Ensure that all properties meet the EPC band C by 2030, plus meet net zero targets by 2050.
- Improve the Council's energy dataset for future investment planning.
- Develop the Council's sustainability and net carbon zero strategy.

### ***Government Targets***

A significant challenge social housing providers face is improving the thermal comfort of homes to meet the stretching targets set by government.

Decarbonisation projects help to reduce the energy consumption of homes and improve the health and wellbeing of residents resulting in warmer homes and less expensive fuel bills.

The Council has already delivered several decarbonisation projects through the Social Housing Decarbonisation Fund and Warm Homes Social Housing Fund and will continue to bid for future funding when opportunities arise.

### ***Energy Performance Data***

The Council carry out EPC surveys at the same time as stock condition surveys if existing information is out of date or missing. This data helps us to identify properties for future decarbonisation projects.

The Council will develop a Sustainability and Net Carbon Zero Strategy to help inform future investment plans. The Council's strategy will:

- Identify the current performance of our homes and work that is required to bring all homes up to EPC C.
- Develop improvement programmes to address the worst performing properties first to make homes warmer and more comfortable to help minimise residents fuel bills. Where possible the Council will adopt a fabric first approach (dependent upon funding constraints).
- Work closely with the Council Sustainability and Climate Change team to develop best practice and provide support to delivery teams.
- Identify funding available to improve homes and bring them up to EPC C by 2030.
- Set out how we will work with residents and deliver our targets.

### ***The Council's Actions***

- Develop the Council's energy dataset and scope out requirements and costs of work needed to decarbonise our homes.
- Identify works required in our sheltered accommodation to reduce carbon footprint and reduce costs for residents.
- Work with Department for Energy Security and Net Zero (DESZS), to deliver decarbonisation projects on time and within budget and drawing down grant funding in line with expectations.
- Work with our Climate and Sustainability team to be alert to funding opportunities.

## **Priority 7 - Effective Governance and Resources**

### ***The Council's Commitments***

- Ensure that strong governance is in place to measure and monitor performance through the Council's committee structures.
- Continue to review and monitor internal and external resources to ensure that performance targets are met and to ensure that the Council is compliant with legal requirements.

### ***Performance Monitoring***

The Council will ensure that a suite of performance indicators is in place for all areas of service including each of the priorities outlined in this strategy. Key performance indicators will be reported to monitor performance and benchmarked against the Council's peers.

The Council's Housing Strategy team will coordinate the Council's Tenant Satisfaction Measures surveys. This information will be used to monitor performance, identify areas for improvement and celebrate success.

The Council will ensure that IT systems are reviewed and developed with support from the Council's dedicated IT teams or appointed consultants to maximise efficiency and support service improvement.

### ***Governance***

The Council has a clear leadership and governance structure in place to oversee asset management activities. The Council's Cabinet and Housing Overview and Scrutiny Committee are in place to ensure compliance with the Regulator's Social Housing Customer Standards and Tenants Satisfaction Measures.

To strengthen management oversight, key performance indicators on repairs, voids, planned maintenance and compliance activities are reported to the Chief Executive and the Director of Housing and Projects on each month.

### ***Procurement***

All external contracts will be reviewed regularly to ensure that they are compliant and provide value for money. All new contracts will be procured in accordance with the Council's contract procurement procedures and tenders will be awarded based on a combination of quality and cost considerations.

Local Authorities are required to consider economic, social and environmental wellbeing under the Public Services (Social Value) Act 2012. The Council will maximise additional benefits that can be created through the delivery and procurement of goods and services to add value and benefit the communities in which the Council operates.

Suppliers will be required to report on performance through key performance indicators set out in their contracts.

### ***Staffing Resources***

During 2024/25 the Council reviewed the Technical Services team structure to ensure that the best arrangements are in place to deliver excellent services for residents, provide increased management support and strengthen accountability for service areas.

The Technical Services management team will address any non-compliance with the Council's code of conduct or corporate values. Priority will be given to effective recruitment and line management to ensure compliance with HR policies and procedures.

The Technical Services management team will ensure that all team members are clear on their objectives and what they need to do. Managers will support their teams and work with HR Services to ensure that officers are trained and equipped with the tools required to do their jobs and provide the best outcome to residents.

The Council will continue to invest in the internal trades teams to ensure that most reactive repairs and void works are carried out by these teams. The Council will ensure that all external contractors are managed effectively and share the Council's priorities.

### ***Finances***

The Repairs and Maintenance service is funded through the Council's Housing Revenue Account and the Technical Services team will constantly review costs to ensure value for money services are delivered. To add further capacity, the Council will continue to seek and secure external funding to support delivery programmes.

Budgets will be monitored by responsible managers across the Technical Services team with support from the Council's finance team. Budgets will be agreed annually and in line with the Council's budget setting process.

Benchmarking with data from Housemark and the National Housing Federation value for money reports will be used to monitor and compare costs.

### ***The Council's Actions***

- Report performance, sharing results with relevant Council committees and management teams.
- Benchmark key performance indicators using Housemark (and other benchmarking services) and develop plans to ensure continuous improvement and value for money.
- Work with Welland Procurement to ensure that compliant contracts are in place for all externally delivered works.
- Ensure that regular 121s are carried out with all staff across Technical Services including van checks within in-house trades teams.
- Attract, retain and develop Technical Services staff to ensure they have the right skills and resources in place to deliver excellent services.
- Comply with the Council's Procurement Procedures.
- Effect budget setting processes, budget management and compliance with the Council's financial standing orders.

## **Priority 8 - Delivering Excellent Asset Management**

### ***The Council's Commitments***

- Promote the Council's Housing Asset Management Strategy vision, aims and objectives.
- Monitor the delivery of the Council's Housing Asset Management Strategy.
- To review the performance of housing assets.

### ***Asset Performance***

The Regulator for Social Housing Value for Money Standard requires that social landlords have a clear understanding of asset performance and plans in place to address any properties identified as liabilities. The Council will develop a tool through the life of this strategy to improve the Council's understanding of stock performance and how much each asset will contribute to the Council throughout its life.

The tool should consider property age, location, future maintenance costs, energy efficiency, tenancy management and housing demand.

The results of the asset performance evaluation will identify:

- Sustainable assets.
- Not fully sustainable assets - improvement and investment works are required.
- Unsustainable assets - any further works will be subject to further analysis and/or options appraisal.

The Council will look for opportunities to dispose or regenerate high cost and poorly performing assets to best meet the needs of the Council and its residents.

The Council will buy back ex-Council homes within the first 10 years of being sold through the right to buy process, subject to valuation, quality of the property and considering housing demand.

The Council aims to replace the affordable housing lost through the right to buy process by developing new properties on land owned by the Council and acquiring affordable housing on larger schemes from the developers.

### ***Monitoring and Review***

The success of the Housing Asset Management Strategy will be judged based on the success of delivering the actions set out under each priority area.

Each action will be included within the Technical Services team service plans and monitored by the Head of Technical Services and managers across the team. Actions plans are designed to be living documents which track progress through to completion linking strategy, key performance indicators and operational delivery.

Actions will be prioritised in accordance with risk, whereby resident safety, legal requirements, resident satisfaction and impact on the Council will be assessed. The Council will aim to strike the right balance of prioritising all actions in the strategy and considering resources available.

### ***The Council's Actions***

- Ensure that officers within the Technical Services team are clear on their responsibilities for delivering the Housing Asset Management Strategy through clear communication, team meetings and individual objectives.
- Monitor and report on the progress of the Housing Asset Management Strategy actions.
- Review and understand the financial and non-financial performance of the Council housing assets.

## 8. THE COUNCIL'S VALUES

The Council's values determine how we will behave and how it will deliver services. This strategy will be delivered in accordance with the following Council's values:

**Trust** - Trust is the foundation of all positive relationships – between colleagues, management, officers and Elected Members, and our residents trusting us. It is about fostering a culture of honesty and openness.

**Empowerment** - Colleagues are encouraged and supported to take initiative and contribute to the betterment of our services and our communities.

**Accountability** - We are transparent in and take ownership of our actions and decisions.

**Making a Difference** - Recognising that the Council is driven by a purpose to create a positive impact and improve the lives of all our residents and communities.

**Supportive to All** - Putting the residents at the heart of everything we do.

**Kindness** - Being emphatic and understanding of others and always going the extra mile.

**9. EQUALITY, DIVERSITY AND INCLUSION**

The Council's commitment to equalities is about long-term, continuous improvement.

It is the responsibility of all Officers and elected Members to implement the principles of equality, diversity and inclusion.

Our equality objectives will be supported by a delivery plan as part of the People Strategy, which will include actions from all service areas.

This will ensure consideration of the needs of our staff and our residents is at the heart of what we do – from the earliest stage of development, through to decision-making and implementation.

## Appendix 1 – Housing Asset Management Action Plan

Objective No	Objective	Action Detail
Priority 1	<b>Putting the Residents First and Delivering Resident Focussed Services</b>	<ul style="list-style-type: none"> <li>• Treat residents fairly and with respect and be easy to deal with.</li> <li>• Keep residents informed of all works in homes.</li> <li>• Listen and act when we get feedback.</li> <li>• Deal with complaints promptly and in accordance with policies and procedures.</li> <li>• Increase our monthly reporting of tenant satisfaction results across repairs and planned works.</li> <li>• Deliver the services in accordance with the Council's Voice of the Tenant Survey.</li> <li>• Report resident satisfaction results in our monthly performance reporting and to the Housing Scrutiny Committee.</li> </ul>
Priority 2	<b>Delivering an Effective and Efficient Repairs Service</b>	<ul style="list-style-type: none"> <li>• Complete the backlogs of repairs jobs.</li> <li>• Continually review and scrutinise performance, through up-to-date KPI reporting and service improvement actions.</li> <li>• Effectively manage in-house delivery teams and all external contractors.</li> <li>• Review financial budgets required for repairs and ensure that they are affordable to the Council considering peer group value for money benchmarking.</li> <li>• Ensure that the repairs service is underpinned by up-to-date policies and procedures.</li> </ul>
Priority 3	<b>Ensuring Homes are Safe and Meet Legal and Regulatory Standards</b>	<ul style="list-style-type: none"> <li>• To keep up to date records for safety checks and servicing to closely monitor and report performance.</li> <li>• Ensure that quality checks are in place to provide assurance on compliance and performance reporting.</li> <li>• Ensure key performance indicators are in place to monitor all compliance workstreams reporting against mandatory tenant satisfaction measures.</li> <li>• Ensure that relevant officers are suitably trained to undertake to health and safety roles.</li> <li>• Have clear policies and procedures to manage all compliance workstreams.</li> </ul>
Priority 4	<b>Effective Empty Property Management</b>	<ul style="list-style-type: none"> <li>• Ensure clear policies and procedures in place to ensure voids are managed effectively to reduce void relet times and properties are let as quickly as possible to reduce housing waiting lists.</li> <li>• Technical Services and Housing Management will work closely together to ensure effective communication, identify high priority voids and to ensure both teams work hard to minimise void times.</li> </ul>

		<ul style="list-style-type: none"> <li>• Ensure all properties are inspected against the lettable standard prior to letting.</li> <li>• Complete all actions from the recent internal audit.</li> <li>• Review void costs to ensure costs are managed within budgets, quality standards maintained and value for money is achieved.</li> </ul>
<b>Priority 5</b>	<b>Improving the Quality of Homes</b>	<ul style="list-style-type: none"> <li>• Ensure a rolling 5-year stock condition survey programme is in place.</li> <li>• Ensure asset numbers are reviewed and updated every month against the Councils housing management and finance systems.</li> <li>• To annually update the annual and 10 year stock investment programme and ensure budgets are sustainable to the Council.</li> <li>• Deliver the Council's planned works and aids and adaptations programme.</li> <li>• Monitor tenant satisfaction with homes through tenant surveys.</li> </ul>
<b>Priority 6</b>	<b>Decarbonisation Projects</b>	<ul style="list-style-type: none"> <li>• Develop the Council's energy dataset and scope out requirements and costs of work needed to decarbonise our homes.</li> <li>• Identify works required in our sheltered accommodation to reduce carbon footprint and reduce costs for residents.</li> <li>• Work with Department for Energy Security and Net Zero (DESNZ), to deliver decarbonisation projects on time and within budget and drawing down grant funding in line with expectations.</li> <li>• Work with our Climate and Sustainability team to be alert to funding opportunities.</li> </ul>
<b>Priority 7</b>	<b>Effective Governance and Resources</b>	<ul style="list-style-type: none"> <li>• Report performance, sharing results with relevant Council committees and management teams.</li> <li>• Benchmark key performance indicators using Housemark (and other benchmarking services) and develop plans to ensure continuous improvement and value for money.</li> <li>• Work with Welland Procurement to ensure that compliant contracts are in place for all externally delivered works.</li> <li>• Ensure that regular 121s are carried out with all staff across Technical Services including van checks within in-house trades teams.</li> <li>• Attract, retain and develop Technical Services staff to ensure they have the right skills and resources in place to deliver excellent services.</li> <li>• Comply with the Council's Procurement Procedures.</li> <li>• Effect budget setting processes, budget management and compliance with the Council's financial standing orders.</li> </ul>

<b>Priority 8</b>	<b>Delivering Excellent Asset Management</b>	<ul style="list-style-type: none"><li>• Ensure that officers within the Technical Services team are clear on their responsibilities for delivering the Housing Asset Management Strategy through clear communication, team meetings and individual objectives.</li><li>• Monitor and report on the progress of the Housing Asset Management Strategy actions.</li><li>• Review and understand the financial and non-financial performance of the Council housing assets.</li></ul>
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LAST PAGE

Contact Details

Alternative formats are available on request

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