



North Tyneside Council

1 December 2017

Cabinet

Monday, 11 December 2017 Room 0.02, Ground Floor, Quadrant, The Silverlink North, Cobalt Business Park, North Tyneside **commencing at 6.00pm.**

Agenda Item

Page(s)

1. **Apologies for Absence**

To receive apologies for absence from the meeting.

2. **To Receive any Declarations of Interest and Notification of any Dispensations Granted**

You are invited to **declare** any registerable and/or non-registerable interests in matters appearing on the agenda, and the nature of that interest.

You are also invited to disclose any dispensation in relation to any registerable and/or non-registerable interests that have been granted to you in respect of any matters appearing on the agenda.

Please complete the Declarations of Interests card available at the meeting and return it to the Democratic Services Officer before leaving the meeting.

3. **Minutes**

To confirm the minutes of the meetings held on 13 November 2017 (Ordinary meeting) and 27 November 2017 (Extraordinary meeting) (previously circulated).

Continued overleaf

Members of the public are welcome to attend this meeting and receive information about it.

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For further information please call 0191 643 5358.

Contact Officer(s)
Sharon Ranadé – (0191) 643 5614
Dave Brown – (0191) 643 5358

Agenda Item	Page(s)
4. Report of the Young Mayor To receive a verbal report on the latest activities of the Young Mayor and Young Cabinet.	
5. Reports from Scrutiny Committees (a) To consider a report of the Cultural Development Plan Sub-group.	To follow
6. Key (and non-key) Decisions (a) Procurement of an Energy Switching Scheme Partner (All Wards) To consider a report seeking approval for the Authority to procure an Energy Switching Scheme partner.	5-11
(b) Review of the Tenancy Agreement (All Wards) To consider a report seeking approval of the revised Tenancy Agreement.	12-59
(c) Food Hygiene Rating Scheme Revisit Charge (All Wards) To consider a report seeking approval to the introduction of charges for the re-inspection of food business operators' premises.	60-65
(d) Initial proposals for the development of the Safer North Tyneside Community Safety Strategy 2019-2024 (All Wards) To consider a report seeking approval to commence a consultation process on a revised draft strategy.	66-80
(e) Council Tax Support Scheme 2018/2019 (All Wards) To consider the outcomes of the consultation on options considered for the Council Tax Support Scheme 2018/19.	81-98
(f) Annual Review of Council Policy on Covert Surveillance (All Wards) To consider a report seeking approval of an updated Covert Surveillance Policy.	99-114
(g)* North of Tyne Devolution – Next Steps (All Wards) To consider a report providing initial information in relation to the steps that need to be taken following the announcement of the " minded to " devolution deal for the North of Tyne.	115-117

Date and Time of Next Meeting(s)

Monday 15 January 2018 at 6.00pm – Ordinary Meeting

Wednesday 24 January 2018 at 6.00pm – Extraordinary Meeting

Note: In accordance with the provisions of the Local Authorities (Executive Arrangements)(Meetings and Access to Information)(England) Regulations 2012, notice is given that the following item has not been subject to 28 days notice for the reason indicated:

Item 6(g)* above – the official devolution deal was not announced until 24 November 2017.

Circulated to Members of the Cabinet:

N Redfearn (Elected Mayor)
Councillor G Bell
Councillor C Burdis
Councillor E Darke
Councillor R Glendon
Councillor I Grayson
Councillor M Hall
Councillor J Harrison
Councillor B Pickard (Deputy Mayor)
Councillor J Stirling

Young and Older People's Representatives and Partners of North Tyneside Council:

Oscar Daniel, Young Mayor
Alma Caldwell, Age UK
Mark Adams, North Tyneside Clinical Commissioning Group
Roger Layton, North Tyneside Joint Trade Union Committee
Simeon Ripley, Voluntary and Community Sector
Toby Bridges, Business Representative

North Tyneside Council

Report to Cabinet

Date: 11 December 2017

ITEM 6(a)

Title: Procurement of an Energy Switching Scheme Partner.

Portfolio(s): Environment,
Housing and Transport

Cabinet Member(s): Councillor John
Stirling
Councillor John
Harrison

**Report from Service
Area:**

Environment, Housing and Leisure

Responsible Officer: Phil Scott, Head of Environment and
Leisure

Tel: (0191)6437295

Wards affected: All

PART 1

1.1 Executive Summary:

The Authority has previously supported an energy switching scheme through the Big Community Energy Switch between 2013 and 2015. This was done via a short-term framework agreement which was procured by the Local Government Association (LGA). Cabinet approved the Authority's participation in this scheme on 7th April 2014.

A feasibility study has revealed an opportunity exists for the Authority to work with an energy supplier or broker to provide an energy switching service to help residents, tenants and businesses secure better energy tariffs.

This report seeks Cabinet's approval for the Authority to procure an Energy Switching Scheme partner, as detailed in section 1.5 of this report.

1.2 Recommendation(s):

It is recommended that Cabinet authorise:

- (1) an EU-compliant procurement exercise be undertaken in order to identify a preferred provider with an energy supply licence or an energy broker who will provide an energy switching scheme for residents and businesses within the borough; and
- (2) authorise the Head of Environment, Housing and Leisure, in consultation with the Head of Law and Governance, the Head of Commercial Services and Business Redesign, the Head of Finance, the Elected Mayor, the Cabinet Member for Environment, the Cabinet Member for Housing and Transport and Cabinet Member for Finance and Resources to undertake the procurement exercise for the above

purposes in accordance with all applicable procurement rules, including authority to undertake the following:

- a. determine the most appropriate procurement process, including the scoping of the exercise;
- b. approve the specification, the procurement documentation and other contract terms;
- c. determine the duration of the contract;
- d. approve the evaluation criteria;
- e. determine the use of generated revenue;
- f. oversee the project procurement and delivery; and
- g. award the contract and manage the contract monitoring process.

1.3 Forward Plan:

Twenty eight days notice of this report has been given and it first appeared on the Forward Plan that was published on 16th October 2017.

1.4 Council Plan and Policy Framework

This report relates to the following priority in the Our North Tyneside Plan:-

- Our People, as an energy switching scheme can help alleviate household fuel poverty by offering low cost electricity and gas contracts.

This report also relates to the Council's Low Carbon Plan 2016 -2027.

1.5 Information:

1.5.1 Background

Cabinet approved the Low Carbon Plan 2016-2027 ('the Plan') in March 2016. In addition to building on the Authority's strong carbon reduction performance through the commitment to develop the business case for a range of energy and income generation projects, the Plan also commits to undertake a range of actions to support the reduction of fuel poverty in the Borough.

Statistics produced by the Department for Business, Energy and Industrial Strategy (BEIS) on a sub-regional level, show that 11.1% of all North Tyneside households fall into fuel poverty, as defined by the low income, high cost model. This is approximately 10,300 households.

Recent statistics from the Office of Gas and Electricity Markets (OFGEM) show that in 2016, 7.7 million energy switches took place nationwide as customers changed supplier. This was a 28% increase from 2015. These switches include 4.4 million electricity switches and 3.4 million gas switches. As of 28 January 2017, the cheapest dual fuel deal on the market was £834 per year (based on average consumption), and the average standard variable tariff on offer from one of the 'big six' suppliers was £1,066 per year. It is evident therefore that, financial savings through switching suppliers can be achieved.

Market research suggests that the peak for energy switching is in the first half of the calendar year, which generally coincides with the receipt of bills covering the winter period.

However, whilst savings on energy bills can be achieved, 45% of UK households have never switched supplier (OFGEM Consumer Engagement Survey, Jan 2016). If the same percentage of non switchers is applied to North Tyneside, this means there are approximately 36,500 households that have potentially missed out on hundreds of pounds of savings as a result of a failure to consider switching supplier(s).

Energy switching has now become a mainstream activity and publically accepted approach for householders seeking better energy prices. In North Tyneside, alongside our successful Warm Zone scheme, the ability to switch energy supplier can help to reduce domestic energy spend and mitigate against fuel poverty. Switching suppliers on a regular basis and 'shopping around' for better utility deals is beneficial in most cases.

The promoting of energy switching is not new to the Authority. The Authority actively encouraged residents to participate and register to gain the best competitive tariff for gas and electricity under the Local Government Association Collective Energy Switching Scheme framework which ran until 2015. Participation in this scheme resulted in 1,500 households registering an interest in switching and 400 households took up energy supply offers. The average household saving was £217.

1.5.2 The Energy Market

In the UK, there are currently 175 registered electricity supply companies (including brokers) and 150 of these are also registered to supply gas in the energy supply / energy switching sector. All of these companies are competing for market share. This provides a good opportunity for the Authority to undertake a procurement exercise for the purpose of establishing a partnership with an energy supplier or broker in which:-

- the service provider would develop and run an energy switching scheme at no cost to the Authority;
- the scheme will be promoted and sign-posted by North Tyneside Council; and
- the Authority will secure an income stream for each switch and an annual retention fee for customers who remain with the energy supplier.

The smaller energy suppliers within the supply sector can sometimes offer cheaper energy tariffs than larger suppliers because their size, based on customer numbers, negates them from adding additional levies to their bills to cover government mandated schemes such as Warm Homes Discount and the Energy Company Obligation (ECO).

Whilst the scheme proposed by the Authority is focussed on benefiting the residents and businesses of North Tyneside, it will ideally also provide the opportunity for residents and businesses outside of the Borough to join and this is something that will be built into the procurement exercise. This proposed scheme can operate and compete alongside existing as well as future Local Authority led switching schemes and will ensure that the best offers are available to consumers.

Soft market testing carried out by the Authority has shown the potential that energy switching companies can offer the design and development of bespoke marketing materials as part of their overall offer to local authorities. A communications and marketing plan to promote the energy switching scheme will be based around the following initiative at no additional cost over and above existing budgets:

- Residents' magazine
- A number of press releases
- A letter from the Cabinet Member(s) to the letters page of the three main papers encouraging residents to sign up
- Website – the Authority has an average of 50,747 user sessions on our website each month
- Twitter – the Authority has over 10,000 followers and this figure increases daily
- Internal staff communications – a feature in the weekly newsletter and full page in Teamwork. A reminder will also be placed on the staff intranet homepage
- Elected Member briefing; and
- Referrals from the North Tyneside Warm Zone Scheme.

As part of service provision to retained housing stock, the Authority Housing Service manages approximately 1,200 empty homes per annum, which are re-let. An existing arrangement is in place with an energy supplier regarding automatic switching services for empty properties which includes crediting gas and electric meters for servicing and maintenance requirements. Market testing indicates that an improved offer for this is possible.

By completing switches in our own properties, our tenants will then be able to benefit from market leading energy rates, when previously they may have inherited less cost efficient deals. In terms of metering, it is important that a partner can provide an efficient SMART meter installation service, which focuses on replacing old pre-payment or 'dumb' meters, in a timely fashion.

1.5.3 Risks and Benefits

A switching scheme developed in conjunction with a partner has very low risk to the Authority, as the role is that of actively promoting / signposting an endorsed supplier's brand. There is no direct cost to the Authority to participate in the scheme.

The main risk to the Authority is that of reputation should the quality of customer service from an energy supply partner be below the standards expected. A procurement exercise, as well as subsequent contract monitoring will ensure this particular risk is mitigated and managed. This will be done through scheduled performance reporting including key metrics for take up of switching, customer enquiry/ complaints handling and retention of customers.

There is an additional risk which relates to low customer take up of offers. This can be mitigated by setting a sales forecast with the energy switching scheme partner who will ensure that any shortfalls are quickly identified and marketing / communications are adjusted to ensure switching is achieved. Learning from the Authority's participation in the auction based, Big Community Energy Switch showed that consumers want to have same day decisions rather than a delay in receiving energy offers. Daily market price tracking by the partner organisation will ensure that the energy offer is competitive and can be taken up immediately. This will further mitigate against low take up of a scheme.

The Authority's soft market testing indicates that energy suppliers are willing to offer a financial incentive to organisations who promote their particular energy tariffs. Therefore the benefit in the Authority undertaking an energy switching scheme is that it can generate a small income for new domestic switchers and an on-going annual retention fee for those households who remain with the brand. In terms of resident benefits, switching of energy companies is a simple and effective means for householders to secure better tariffs and ultimately cheaper bills.

1.6 Decision options:

The following decision options are available for consideration by Cabinet:

Option 1

To approve the recommendations in Section 1.2 of this Report.

Option 2

To not approve the recommendations in 1.2 of this Report.

Option 1 is the recommended option.

1.7 Reasons for recommended option:

Option 1 is recommended for the following reasons:

The Authority has already carried out a soft market testing exercise to ascertain the most suitable option for the Authority. The recommended option provides the Authority with the most robust approach to establish a scheme that will provide the opportunity for residents and businesses to switch energy suppliers and achieve better energy tariffs, whilst also providing the Authority with an income from each switch.

1.8 Contact officers:

Michael Keenlyside Environmental Sustainability Officer, 0191 643 6505
Paul Nelson, Street Lighting and Environmental Sustainability Manager 0191 643 6467
David Anderson, Principal Accountant, 0191 6435722
Emma Simson, Lawyer, 0191 6435375
Denise Pearson, Procurement Manager ENGIE, 07817574538

1.9 Background information:

The following background papers/information have been used in the compilation of this report and are available at the office of the author:

(1) North Tyneside Council Low Carbon Plan 2016 -2027

<http://my.northtyneside.gov.uk/sites/default/files/web-page-related-files/Low%20Carbon%20Plan%202016.pdf>

(2) Equality Impact Assessment

<http://vm-otxtfe1.northtyneside.gov.uk/otcs/livelink.exe?func=ll&objaction=overview&objid=5737244>

PART 2 – COMPLIANCE WITH PRINCIPLES OF DECISION MAKING

2.1 Finance and other resources

There are no immediate financial implications from moving forward with the procurement exercise. If a successful bidder is identified, then the scheme is expected to generate income to the Authority without additional costs. The use of income from energy switches and retention fees will be determined by the Cabinet Member for Environment, Cabinet Member for Housing and Transport and Cabinet Member for Finance and Resources in consultation with the Head of Environment, Housing and Leisure.

If there are any financial implications that cannot be met from existing budgets arising from the procurement, other than the income stream to the Authority, then a further report will be brought back to Cabinet for consideration.

2.2 Legal

By working with an energy supply company, the Authority will be conferring an advantage on that supplier. As such, any partner will be procured in accordance with the Public Contracts Regulations 2015, to ensure openness, fairness and transparency.

Contracting arrangements with the proposed new partner will be upon terms agreed by the Head of Law and Governance which will secure the delivery of the Authority's objectives and ensure appropriate controls are in place.

If Cabinet agree to the recommendations contained in this report, a further delegated officer decision(s) will need to be taken by the Head of Environment, Housing and Leisure in consultation with the Head of Law and Governance, the Head of Commercial Services and Business Redesign, the Head of Finance, the Elected Mayor, the Cabinet Member for Environment, the Cabinet Member for Housing and Transport and Cabinet Member for Finance and Resources. Twenty eight days notice on the Forward Plan of the delegated officer decision(s) will be given and a record of the decision(s) taken together with the report to the officer making the decision will be produced and published on the Authority's website (unless the matter for decision involves exempt or confidential information in accordance with Part 1 of Schedule 12A to the Local Government Act 1972).

2.3 Consultation/community engagement

2.3.1 Internal Consultation

The Cabinet Member for Environment and the Cabinet Member for Housing and Transport have been consulted throughout the development of the business case for the Authority's participation in an energy switching scheme. Both Cabinet Members will be kept informed of progress throughout the delivery of the project. The principles and content of this report have been consulted on with the Environment Board which is the Authority's first stage in the governance process for energy related project development.

2.3.2 External Consultation/Engagement

Soft market testing has indicated that energy supply companies would be willing to work with the Authority to deliver an energy switching scheme across North Tyneside.

The principles of this report have been consulted on via the NTSP Green North Tyneside Board.

2.4 Human rights

No human rights are affected by the content of this report.

2.5 Equalities and diversity

There are positive implications of delivering an energy switching scheme to homes in North Tyneside. An EIA has been undertaken as part of this report and can be found in 1.9.

2.6 Risk management

The proposed procurement process will be undertaken in compliance with the Authority's Contract Standing Orders and EU and UK public procurement requirements.

Risks identified as the project is taken forward will be addressed and monitored in compliance with the Authority's risk management process.

There is a potential reputational risk to the Authority if householders switch to a new energy company and their service and / or price expectations are not met. To mitigate against this risk the Authority will stress in its communications and marketing that it is promoting the scheme, and that the final switching decision must be made by the household.

2.7 Crime and disorder

There are no crime and disorder implications arising from this report.

2.8 Environment and sustainability

There are no environment and sustainability implications arising directly as a result of this report.

PART 3 - SIGN OFF

- Deputy Chief Executive ☒
- Head(s) of Service ☒
- Mayor/Cabinet Member(s) ☒
- Chief Finance Officer ☒
- Monitoring Officer ☒
- Head of Corporate Strategy ☒

North Tyneside Council

Report to Cabinet

Date: 11 December 2017

ITEM 6(b)

Title: Review of the
Tenancy Agreement

Portfolio(s): Housing and Transport

Cabinet Member(s): Councillor John Harrison

Report from Service
Area:

Environment, Housing and Leisure

Responsible Officer:

Phil Scott, Head of Environment,
Housing and Leisure

(Tel: 0191 643 7295)

Wards affected:

All

PART 1

1.1 Executive Summary:

The Tenancy Agreement is a very important document for all our council house tenants. It sets out the rights and responsibilities of both the Authority and the tenant. The existing Tenancy Agreement was approved by Cabinet in 2010, and subsequently amended in 2013.

Due to a number of legislation changes:

- The Equality Act 2010
- The Crime and Policing Act 2014
- The change to the qualifying period for Right to Buy 2015 and
- The Welfare Reform and Work Act 2016.

A review of our Tenancy Agreement is required to ensure it remains fit for purpose and follows best practice.

The purpose of this report is to seek Cabinet approval of the revised Tenancy Agreement.

1.2 Recommendation(s):

It is recommended that Cabinet agree:

1. To the proposed changes to the Tenancy Agreement as set out at 1.6.2 of this report
2. To the introduction of “any day” tenancies.
3. To the introduction of rental periods calculated over 52 weeks.

1.3 Forward Plan:

Twenty eight days notice of this report has been given and it first appeared on the Forward Plan that was published on 11 September 2017.

1.4 Council Plan and Policy Framework

This report relates to the following priorities in the 2016/19 Our North Tyneside Plan:

Our People will:

- Be listened to and involved by responsive, enabling services.

Our Places will:

- Be great places to live, and attract others to visit or work here.

1.5 Information:

Background information

The Authority's Tenancy Agreement was fully updated in 2010 to take into account legislative changes and best practice. A further minor update took place in 2013 following the implementation of the Localism Act 2011. A review has been conducted of the existing Tenancy Agreement and a number of changes are required to take into account further legislative changes and best practice.

While carrying out the review officers took the opportunity to review rental periods and tenancy start days, which are referred to within the agreement. This highlighted that the current policy needed be changed to allow for improved efficiency, as described below and alignment to the introduction of Universal Credit.

1.6. Tenancy agreement review proposal

The review of the Tenancy Agreement has generated a number of minor changes to existing clauses within the agreement to take into account the following:

1. Changes in legislation.
2. Recommendations from review of low level anti-social behaviour and rechargeable repairs policy.
3. The need to remain fit for purpose, clear and concise.
4. The need to have an effective tool, which allows the Authority to manage its housing stock and its relationship with tenants.

Taking the above requirements into consideration, the proposed changes to each section of the Tenancy Agreement are highlighted below and detailed in Appendix1:

- Clarify the right of succession (Section 2). This is a minor change to the wording for clarification only with no impact upon tenants' rights under the Tenancy Agreement
- Change the eligibility criteria for Right to Buy from 5 years to 3 years (Section 2). This is a legal requirement which came into effect from 26 May 2015. This is a minor change in the law

- Strengthen the clause to the right to take in lodgers or sublet (Section 2). This is a minor change to formalise existing arrangements
- Strengthen the obligation to seek permission prior to proceeding with improvements (Section 4). This is a minor change to formalise existing arrangements
- Clarify the rights of joint tenants (Section 5). This is a minor change to wording for clarification only with no impact upon tenants' rights under the Tenancy Agreement
- The introduction of "any day" tenancies (Section 7). This is a minor change which will not affect existing tenants
- Change the rent payment frequency to 52 weeks from 50 weeks due to the introduction of Universal Credit (Section 7). This is a change to bring rent payments into line with the payment of Universal Credit. There is no change to the overall annual rent liability of tenants. Existing tenants who are not on Universal Credit or in arrears can choose to continue to pay a 50 week rental payment
- Amend clauses relating to damage to property following the review of the Rechargeable Repairs Policy (Section 9). This is a minor change for clarification only with no impact upon tenants' rights under the Tenancy Agreement
- Amend access rights during emergency situations (Section 9). This is a minor change to formalise existing arrangements
- Strengthen some of the clauses in respect of anti-social behaviour as a result of the Tenant, Resident and Member Scrutiny Service Review of Low Level Anti-Social Behaviour (Section 10). This is a minor change to highlight to tenants the potential implications of anti-social or unacceptable behaviour
- Update the clause in respect of discrimination following the Equality Act 2010 (Section 10). This is a minor change to reflect a change in law; and
- Clarify the clause relating to dogs barking (Section 10). This is a minor change to the wording for clarification only, with no impact upon tenants' rights under the Tenancy Agreement

1.7 Proposed changes in rental periods:

The Welfare Reform Act 2012 introduced radical changes to the benefits system. These include the introduction of the Social Sector Size Criteria, an overall Benefit Cap and Universal Credit. Universal Credit presents a number of issues for the Authority's tenants who are in receipt of relevant benefits, particularly in relation to the monthly payment regime and the direct payment of benefits (including Housing Benefit) to claimants. Therefore, it is expected that the changes will affect an estimated 5,500 current and future tenants who are of working age.

Currently rent is debited over 50 weeks, which is not aligned to the scheduled payments for Universal Credit recipients. The introduction of 52 weeks rental periods will allow the Authority to align rent debit to Universal Credit payment schedules to prevent financial hardship for those receiving or moving onto this payment. However, should any current tenants not on Universal Credit or in rent arrears wish to continue to have payment free

weeks at Christmas this could continue through an individual payment arrangement with the Authority. We will be writing to all current tenants to inform them of the change to rental periods from 50 to 52 weeks explaining, where appropriate the option to continue to pay over 50 weeks.

1.8 Implementation of “Any Day” Tenancies

Currently all secure and introductory tenancies commence on a Monday. The introduction of “any day” tenancies is increasingly becoming common practice among housing organisations and ensures that, when a property is available to let, the tenancy can start immediately with the first week’s rent being charged on a daily pro-rata basis and rent thereafter charged on a Monday each week.

By introducing “any day” tenancies it would reduce letting times and would account for an average increased rental income per home of £59.00. This is due to the rent losses between signing the tenancy and the commencement of the tenancy being reduced.

The benefit of “any day” tenancies is to reduce the number of days a home is empty. If tenancies are signed up earlier in the process then the overall number of days will be reduced, therefore the Authority will have reduced Council Tax liability. “Any day” tenancies will also result in an increased rent debit resulting in a greater amount of rent charged and as such the rent loss on empty homes would be reduced.

1.9 Decision options:

The following decision options are available for consideration by Cabinet:

1. To agree to the proposed changes to the Tenancy Agreement and implementation of 52 week rent payments and “any day” tenancies.
2. To agree to the proposed changes to the Tenancy Agreement and implementation of 52 week rent payments and “any day” tenancies subject to conditions, or removal of an element(s) of the proposals
3. Not to agree to the proposed changes.

1.10 Reasons for recommended option:

Option 1 is recommended for the following reasons:

A number of changes to the current Tenancy Agreement are required to take account of legislative changes and best practice. The revised Tenancy Agreement also takes account of recommendations from the Tenant, Resident and Member Scrutiny Service Review of Low Level Anti-Social Behaviour and the Review of the Rechargeable Repairs Policy.

The introduction of a 52 week rental debit is required to allow all tenants moving on to Universal Credit to receive payments in line with the rent they are being charged. This is essential in safeguarding up to £750,000 of rental income, which is likely to be at risk, in accordance with the number of tenants that are expected to move onto Universal Credit and the proportion of their annual rent not accounted for in the current 52 week Universal Credit payments.

The ability to establish tenancies “any day” will allow for the maximisation of rental income and reduce the current burden of rent and council tax loss through empty homes. It will also be more flexible for customers to move into their new home on any day.

1.11 Appendices:

Appendix 1 – Review of the Tenancy Agreement – A Summary of the proposed changes

Appendix 2 – Tenancy Agreement 2013

Contact officers:

Phil Scott, Head of Environment, Housing and Leisure, tel. (0191) 643 7295

Paul Worth, Senior Manager Housing Operations, tel. (0191) 643 7554

Dawn Statham, Neighbourhood Housing Operations Manager, tel. (0191) 643 7915

Christine Allen, Neighbourhood Housing Operations Manager, tel (0191) 643 7620

Alison Campbell, Senior Business Partner, tel (0191) 643 7038

1.12 Background information:

The following background papers/information has been used in the compilation of this report and is available at the office of the author:

[Council Plan 2016/19](#)

[Housing Act 1985](#)

[Housing Act 1996](#)

[Low Level Anti-Social Behaviour Report](#)

PART 2 – COMPLIANCE WITH PRINCIPLES OF DECISION MAKING

2.1 Finance and other resources

There are cost implications associated with the production and distribution of the revised Tenancy Agreement estimated £0.006m that will be met by Housing Revenue Account funding (HRA).

There are cost implications to amend housing management software estimated at £0.002m which will be met by the HRA.

There are no additional costs anticipated in relation to the enforcement of the revised Tenancy Agreement.

2.2 Legal

Any plans to change the Tenancy Agreement are subject to statutory consultation and notification requirements under section 105 of the Housing Act 1985 and section 137 of the Housing Act 1996.

The proposed changes are not significant and do not substantially affect the rights of tenants. This is considered to be a revision of the Tenancy Agreement and therefore there is not a requirement to undertake consultation under section 105 of the Housing

Act 1985, however under the terms of the existing Tenancy Agreement every tenant is entitled to a minimum of 4 weeks notice of any proposed changes before they are implemented.

2.3 Consultation/community engagement

Internal Consultation

Internal consultation has taken place with Legal Services, Senior Leadership Team, the Mayor and Lead Members.

External Consultation/Engagement

A focus group was held with involved tenants to consider the proposed changes.

2.4 Human rights

- Right to respect for private and family life
- Freedom of thought, belief and religion
- Protection from discrimination

2.5 Equalities and diversity

The clause in respect of discrimination has been updated following the Equality Act 2010. There are no other equality or diversity implications arising from this report.

2.6 Risk management

It is important that the Authority has an up to date Tenancy Agreement which contributes towards providing an excellent housing service. The existing Tenancy Agreement was updated in 2013 and does not reflect legislative changes and current best practice.

It is important that the Authority mitigates against the impact of Welfare Reform and Universal Credit.

2.7 Crime and disorder

Provisions within the Anti-Social Behaviour Crime and Policing Act 2014 are reflected in the proposed changes to the Tenancy Agreement.

2.8 Environment and sustainability

There are no environment and sustainability implications arising directly as a result of this report.

PART 3 - SIGN OFF

- Deputy Chief Executive ☐ X
- Head(s) of Service ☐ X
- Mayor/Cabinet Member(s) ☐ X
- Chief Finance Officer ☐ X
- Monitoring Officer ☐ X
- Head of Corporate Strategy ☐ X

Review of the Tenancy Agreement

A summary of the proposed changes

Revised Tenancy Agreement

The Authority's secure and introductory Tenancy Agreement was fully updated in 2010 to take into account legislative changes and best practice. A further minor update took place in 2013 following provisions in the Localism Act 2011.

Proposed changes

The main changes to the Tenancy Agreement are as a result of legislative changes introduced as a result of the Welfare Reform and Work Act 2016, the Equality Act 2010 and the Crime and Policing Act 2014. Recommendations from the Tenant, Resident and Member Scrutiny Service Review of Low Level Anti-Social Behaviour 2015 and the Review of the Rechargeable Repairs Policy 2015 have been taken into account. The service has also taken the opportunity to review some of the existing clauses within the Tenancy Agreement.

Summary of proposed changes

- Remove ambiguity over the right of succession (Section 2)
- Change the eligibility criteria for Right to Buy from 5 years to 3 years. This is a legal requirement which came into effect from 26 May 2015 (Section 2)
- Strengthen the right to improve in relation to permission (Section 4)
- Remove ambiguity in relation to the rights of joint tenants (Section 5)
- The introduction of any day tenancies (Section 7)
- Change the rent payment frequency to 52 weeks instead of 50 weeks due to the introduction of Universal Credit (Section 7)
- Amend clauses relating to damage to property following the review of the rechargeable repairs policy (Section 9)
- Amend the right of access for emergency situations (Section 9)
- Strengthen some of the clauses in respect of anti-social behaviour as a result of the tenant and member led review of low level anti-social behaviour (Sections 1 and 10)
- Update the clause in respect of discrimination following the Equality Act 2010 (Section 10)
- Clarify the clause relating to dogs barking (Section 10)

The proposed changes are as follows:

Section 1 – What your Tenancy Agreement means

Strengthen some of the clauses in respect of anti-social behaviour as a result of the Crime and Policing Act 2014 and the tenant and member led review of low level anti-social behaviour.

Current Section 1.9

- If you break any condition of this agreement we may take legal action against you, for example by getting a possession order, anti-social behaviour order or injunction or taking away your right to buy.

Proposed Section 1.9

- If you break any condition of this agreement we may take legal action against you, for example by getting a possession order, **which could lead to your eviction, a civil injunction** or taking away your right to buy.

Section 2 – Secure Tenants

Remove ambiguity over the right of succession

Current Section 2.1

- By law only one succession to a tenancy can take place. This means that any successor would be unable to pass on the tenancy to anyone else in the future.

Proposed Section 2.1

- By law only one succession can take place. **This means that if you become a tenant through succession, no one can succeed to your tenancy**

Strengthen the clause for the right to take in lodgers

Current Section 2.4

- You may be entitled to take in lodgers or sublet part of your home. You must get our written permission before doing so. You must not sublet your entire home.

Proposed Section 2.4

You may be entitled to take in lodgers or sublet part of your home. **Subletting means that someone pays you rent to have an exclusive right to occupy part of your home. You must get our written permission before doing so. You cannot sublet the whole of your home under any circumstances. You are advised to obtain legal advice before subletting your home or taking in lodgers.**

Change the eligibility criteria for Right to Buy from 5 years to 3 years. This is a legal requirement which came into effect from 26 May 2015

Current Section 2.7

- You may have the right to buy your home if this is your only home. You must have held a secure tenancy with us or another social landlord for at least:
 - 2.7.1 two years if you first became a tenant before 18 January 2005, or
 - 2.7.2 five years if you became a tenant on or after that date...

Proposed Section 2.7

- You may have the right to buy your home if this is your only home. You must have held a secure tenancy with us or another social landlord for at least **three years**.

Section 4 – Rights of secure and introductory tenants

Strengthen the right to improve in relation to permission

Current Section 4.4

- You have the right to carry out improvements to your home, such as fitting a new bathroom suite or shower, replacing kitchen units, installing a new fireplace or certain structural alterations, putting up or taking down a fence or wall, shed or greenhouse, or building a garage, hard-standing or driveway.

Proposed Section 4.4

- You have the right to carry out improvements to your home, such as fitting a new bathroom suite or shower, replacing kitchen units, installing a new fireplace or certain structural alterations, putting up or taking down a fence or wall, shed or greenhouse, or building a garage, hard-standing or driveway. **You must receive our written permission before you carry out any improvements to your home.**

Section 5 – Joint Tenancies

Remove ambiguity in relation to the rights of joint tenants

Current Section 5.2

- Any member of the joint tenancy can bring the tenancy to an end. There is no need for all of the joint tenants to agree to end the tenancy. The remaining tenant(s) will not automatically be entitled to a sole tenancy or another joint tenancy.

Proposed Section 5.2

- Any member of the joint tenancy can bring the tenancy to an end. There is no need for all of the joint tenants to agree to end the tenancy. If one joint tenant ends the tenancy the remaining tenant(s) will not automatically be entitled to a sole tenancy or another joint tenancy. **Requests for a new tenancy must be dealt with in accordance with the Authority's Allocations Policy.**

Section 7 – Rent and other payments

The introduction of “any day” tenancies

Current Section 7.1

- Your weekly rent and other charges are due each Monday. If you wish to pay your rent over longer periods, for example monthly or fortnightly, you must pay in advance for the fortnight or month ahead.

Proposed Section 7.1

- Your tenancy will commence on the day you sign your Tenancy Agreement. Your first rent payment is due at the start of your tenancy. Your rent is then due every Monday for the week ahead.** If you wish to pay your rent over longer periods, for example monthly or fortnightly, you must pay in advance for the fortnight or month ahead.

Change the rent payment frequency to 52 weeks instead of 50 weeks due to the introduction of Universal Credit

Current Section 7.1

- The rent you pay includes a weekly charge for water rates and sewerage charges. It may also include service charges for Care Call, insurance and furniture. Your rent is charged over 50 weeks in the year. This means that as long as you are not in arrears, you do not have to pay your rent over the two weeks at Christmas and New Year.

Proposed Section 7.2

- The rent you pay includes a weekly charge for water rates and sewerage charges. It may also include service charges and charges for such things as home contents insurance and furniture. Your rent is charged over 52 weeks in the year.**

Section 9 – Your responsibilities – things you must do

Amend clauses relating to damage to property following the review of the rechargeable repairs policy.

Current Section 9.2.1

- You must take proper care of your home and report to us any repairs needed or damage to your home or its fixtures and fittings immediately. If you do not report a repair or damage, we may charge you for any extra work caused by the delay.

Proposed Section 9.2.1

- You must take proper care of your home and report to us any repairs needed or damage to your home or its fixtures and fittings immediately. If you do not report a repair or damage **we will, where appropriate, charge you for carrying extra work required as a result of your delay in reporting the repair or damage.**

Amend the right of access for emergency situations

Current Section 9.5

- In an emergency we may not be able to give you any notice and may need to force entry.

Proposed Section 9.5

- In an emergency we may not be able to give you any notice and may need to force entry. **This includes situations where we feel there is a risk of personal injury or serious damage to neighbouring properties.**

Section 10 – Your responsibilities – Things that you must not do

Strengthen some of the clauses in respect of anti-social behaviour as a result of the Crime and Policing Act 2014 and the tenant and member led review of low level anti-social behaviour.

Current Section 10.1.2

- If you, or anyone living with you or visiting your home, do any of the things you should not do, this may lead to your eviction.

Proposed Section 10.1.2

- If you, or anyone living with you or visiting your home, do any of the things you should not do, **this may lead to your eviction (now in bold).**

Clarify the clause relating to dogs barking

Current Section 10.1.3

- Allowing your dog to bark.

Proposed Section 10.1.3

- Allowing your dog to bark **excessively.**

Update the clause in respect of discrimination following the Equality Act 2010

Current Section 10.1.4

- You must not harass, threaten or threaten to harass, use or threaten to use violence or discrimination against anyone because of their race, nationality, sexual orientation, gender, religion or belief, age, disability: and you must not encourage or allow any person to do so.

Proposed Section 10.1.4

You must not harass, threaten or threaten to harass, use or threaten to use violence or discrimination against anyone because of their **age, disability, gender reassignment, race, religion or belief, sexual orientation**: and you must not encourage or allow any person to do so.



North Tyneside Council

Tenancy agreement

April 2013



North Tyneside Council

Tenancy Agreement

Contents

Section	Page
Introduction	4
Section 1 What your tenancy agreement means	5
Section 2 Secure tenants	7
Section 3 Introductory tenants	9
Section 4 Rights of secure and introductory tenants	10
Section 5 Joint tenancies	12
Section 6 Partly or fully furnished tenancies	13
Section 7 Rent and other payments	15
Section 8 Our responsibilities	17
Section 9 Your responsibilities – things you must do	19
Section 10 Things you must not do	23
Section 11 What we do if you don't keep to this agreement	28
Section 12 Ending your tenancy	29
Section 13 Meaning of words	32
Tenancy Agreement form	35

Introduction

This tenancy agreement sets out your rights and responsibilities as a tenant, and those of the Council. Your main point of contact for everything concerning your tenancy and your home will be North Tyneside Council.

The council wants its communities to be friendly, well cared for and safe. The tenancy agreement sets out clearly the rights and responsibilities of the council and its tenants in helping to achieve this.

All tenancies are weekly tenancies and we require at least four weeks notice to bring to bring a tenancy to an end. For us to end a tenancy we must get a court order unless the property has been abandoned.

It is important to read the whole of this document so that you understand your rights and responsibilities in full. This is because any rights described in one part of this agreement may be subject to a condition described in another part.

Section I - What your tenancy agreement means

- I.1 This is a tenancy agreement between us, North Tyneside Council as the landlord, and you as the tenant(s).
- I.2 When you sign your tenancy agreement you enter into a legal contract with us and accept the responsibilities set out in this document.
- I.3 This agreement describes your rights and responsibilities as a tenant and our responsibilities as your landlord. It explains what may happen if either side breaks the agreement.
- I.4 When you sign this agreement you will become either an introductory or a secure tenant and you must comply with the conditions of the tenancy. An introductory tenancy lasts for at least 12 months, after which you will normally become a secure tenant. We give a secure tenancy to people who have already been a tenant for over 12 months. We will tell you which type of tenancy we are offering you, and this will be shown on the page you sign. Either type of tenancy can be for a partially or fully furnished home.
- I.5 You will be responsible for the actions of your husband, wife, partner or civil partner, and of your relatives, friends and anyone (including children) living in or visiting your home.
- I.6 If your tenancy is a joint tenancy, any reference to 'you' or 'your' applies to everyone who has signed the joint tenancy.
- I.7 If we want to make any changes to your tenancy agreement (except increasing the rent or other payments) we will consult you and consider any comments you have before deciding on what changes to make. We will give you four weeks notice of any changes we want to make.
- I.8 If we take enforcement action against you due to anti-social behaviour, non-payment of rent or any other reason, this could mean you lose your home and cannot get accommodation from us in future.

- I.9 If you break any condition in this agreement we may take legal action against you, for example by getting a possession order, anti-social behaviour order or injunction or taking away your right to buy.
- I.10 You may have to pay any costs we incur if we take you to court for breaching this agreement.

Section 2 - Secure Tenants

If you have been a North Tyneside Council tenant for more than a year, you will normally get a secure tenancy. As a secure tenant you can live in your home as long as you wish, provided you pay your rent and keep to the conditions explained in this agreement. If we want to end your tenancy we must first give you notice telling you why, and can only take possession of the property with a court order.

2.1 Right to succession

If you are a secure tenant your husband/wife, civil partner or partner has the right to succeed to your tenancy. This means that in the event of your death they can take on your tenancy as long as they were living with you in your home at the time and this was their only or principal home. This is called succession.

If the tenancy is a joint tenancy any other joint tenant still living in the home in the event of your death has the right to succeed to the tenancy.

By law only one succession to a tenancy can take place. This means that any successor would be unable to pass on the tenancy to anyone else in the future.

2.2 Right to assignment (legal transfer)

You have the right to assign your tenancy to your husband/ wife, partner or civil partner. An assignment is a formal legal process and you must complete the correct documents to make it legally binding. We can provide these documents. Your tenancy cannot be assigned if you took it over by succession or it was originally assigned to you.

2.3 Right to exchange

You may swap your home with the home of another secure tenant or with an assured tenant of certain social landlords. You must get our permission first. We may refuse permission if you or the people you want to exchange with do not meet certain conditions.

2.4 Right to take in lodgers or sublet

You may be entitled to take in lodgers or sublet part of your home. You must get our written permission before doing so. You must not sublet your entire home.

2.5 Right to improve

You have the right to improve your home but must get our written permission before doing so. We would only refuse for a good reason. You may improve the property by:

2.5.1 decorating the outside.

2.5.2 altering or adding to the structure.

2.5.3 altering or adding to any fixture, fitting or service.

You must get our written approval first.

2.6 Right to compensation for improvements

At the end of your tenancy you may be entitled to compensation for certain improvements you have carried out to your home, as long as you have met certain conditions.

2.7 Right to buy

You may have the right to buy your home if this is your only home. You must have held a secure tenancy with us or another social landlord for at least

2.7.1 two years if you first became a tenant before 18 January 2005, or

2.7.2 five years if you became a tenant on or after that date. (The period of time does not need to be continuous).

2.7.3 We may stop you taking up the right to buy if

- we have evidence of anti-social behaviour by you or your family members, or
- your home is due for demolition or is in a planned regeneration area.

Section 3 - Introductory Tenants

Almost all new tenants will be introductory tenants.

- 3.1 An introductory tenancy usually lasts for 12 months but we can extend it for a further six months if, for example, you have behaved in an anti-social way or have not kept up to date with your rent. An introductory tenancy will automatically become a secure tenancy after 12 months, unless we have:
 - 3.1.1 extended your introductory tenancy, or
 - 3.1.2 started court proceedings for possession of your home before the end of the introductory tenancy.
- 3.2 As an introductory tenant you must comply with all the obligations in this agreement. You have fewer rights than a secure tenant, and by law we could end your introductory tenancy more easily.
- 3.3 During your introductory tenancy, if you break any of the tenancy conditions we may apply to court to end your tenancy and the court would usually have to agree.
- 3.4 As an introductory tenant you are not allowed to:
 - 3.4.1 apply for the right to buy your home (but the introductory tenancy period will count towards the qualifying time you will need if you want to buy it in future).
 - 3.4.2 sublet part of your home
 - 3.4.2 exchange your home with another tenant
 - 3.4.3 claim compensation for improvements
 - 3.4.5 take in lodgers.
- 3.5 You can assign an introductory tenancy to your husband, wife or civil partner or by order of the court.

Section 4 - Rights of secure and introductory tenants

- 4.1 You have the right to live in your home without interruption or interference from us, as long as you and those living with you or visiting your home comply with the terms of this tenancy and respect the rights of others. If any of the conditions are broken, we may apply to court to end your tenancy.
- 4.2 By law, your rights may be modified, if your home:
 - 4.2.1 is designed to be suitable for a physically disabled person, or
 - 4.2.2 is one of a group of properties which we usually let to people with special needs, and which has facilities in or near the properties that are designed to assist the tenants, or
 - 4.2.3 is particularly suitable for and usually let to elderly people, because of its location, size, design or other features.
- 4.3 You have the right to have certain repairs completed on time. In some cases you have a legal 'right to repair'. You may be able to get compensation if certain repairs are not done on time.
- 4.4 You have the right to carry out improvements to your home, such as fitting a new bathroom suite or shower; replacing kitchen units; installing a new fireplace or certain structural alterations; putting up or taking down a fence or wall, shed or greenhouse; or building a garage, hard standing or driveway.
- 4.5 You have a right to information. If you ask, we must give you a current summary of the rules on our lettings policy. You can ask for a copy of the full lettings policy. This is also available on our website. If you ask, we must give you a copy of the details you gave us about yourself and your family when you applied for a tenancy or a transfer.
- 4.6 You have the right to be consulted about any proposals for changes to the way we manage, maintain, improve, demolish, sell or transfer our properties or the services or facilities we provide to them. This right does not apply to changes in rent or other charges.

Section 5 - Joint Tenancies

There are two important things to consider when entering into a joint tenancy:

- 5.1 All those forming the tenancy are jointly and solely responsible for the conduct of the tenancy. This means you can be held responsible for anything you do or don't do and also what the other joint tenants do or don't do, even when you were not involved.
- 5.2 Any one member of the joint tenancy can bring the tenancy to an end. There is no need for all the joint tenants to agree to end the tenancy. The remaining tenant(s) will not automatically be entitled to a sole tenancy or another joint tenancy.

Section 6 - Partly or fully furnished tenancies

- 6.1 We may rent furniture to you with your home. You can ask for a partially or fully furnished tenancy either at the start or later in your tenancy. The tenancy conditions are exactly the same but you have the added responsibility of taking care of the furniture. In both cases you will need to sign a full inventory (list) of the furniture provided. A copy of it will be attached to your tenancy agreement.
- 6.2 You will pay more rent for a partly furnished or fully furnished tenancy. If you decide you no longer want a particular item of furniture you may ask us to remove it, but this by itself will not change the amount of weekly rent you must pay. After 12 months of a furnished tenancy you may decide to change to a partly furnished or unfurnished tenancy. Your rent will be reduced accordingly. However, you may not change back again within two years.
- 6.3 You, your family or your visitors must not
- 6.3.1 sell, rent or give away any of the furniture,
 - 6.3.2 deliberately damage or vandalise the furniture,
 - 6.3.3 remove any of the furniture from your home without our permission.
- If any of these things happen, we may apply to the court to re-possess your home and recharge you for any repairs or replacement. It is theft to sell, rent or give away our furniture. If you are responsible for such a theft, we will report it to the police.
- 6.4 You are responsible for looking after our furniture while it is in your home. If any furniture is accidentally damaged, you may be able to claim on your household contents insurance. Otherwise you will be responsible for the cost of repairing damage caused by you, your family or your visitors.
- 6.5 You must report to us immediately any repairs that are needed to the furniture. You must not try to repair any appliance we provide (such as a cooker or fridge). We will not charge you for any repair arising from a fault or through fair wear and tear.

- 6.6 You will get three days' notice if we plan to visit your home to inspect, repair or maintain any item of furniture on the inventory. Failure to let us in would be a breach of your tenancy agreement and would entitle us to seek possession of your home.
- 6.7 If you tell us that you intend to end your tenancy, we will arrange to inspect the furniture before you leave. We may charge you for broken or damaged items.

Section 7 - Rent and other payments

- 7.1 Your weekly rent and other charges are due each Monday. If you wish to pay your rent over longer periods, for example monthly or fortnightly, you must pay in advance for the fortnight or month ahead.
- 7.2 The rent you pay includes a weekly charge for water rates and sewerage charges. It may also include service charges and charges for Care Call, home insurance and furniture. Your rent is charged over 50 weeks in the year. This means that, as long as you are not in arrears, you do not have to pay your rent over the two weeks at Christmas and New Year. If you have rent arrears, you must continue with your rent payments during these 'non-collection weeks'. No refund of rent is given for any non-collection weeks.
- 7.3 If you hold a joint tenancy, each tenant is equally responsible for the payment of the whole of the rent and any other payments due. This means that if one joint tenant fails to pay, the other(s) must pay the whole amount.
- 7.4 We can use any money we owe you to pay off any of your housing-related debts, such as rent arrears, arrears from a previous tenancy, housing benefit overpayments, or rechargeable repair costs.
- 7.5 Whenever we change your rent we will give you four weeks' written notice unless the change is a result of a change in your housing benefit.
- 7.6 We will alter other charges, such as Care Call and shared heating, separately from any changes to the rent.
- 7.7 We will not increase the rent as a result of any improvements you have made to the property. However, you must get our permission and any other approval you need by law before doing the work.
- 7.8 If you receive housing benefit, you must tell our Housing Benefit Team immediately of any change of circumstance that may affect your entitlement to it.
- 7.9 You must contact us if you are having difficulty paying your rent or any other payments. We can give you help and advice.

- 7.10 If you do not pay your rent or other charges, we may ask the court to evict you from your home. The court may order you to pay our costs.
- 7.11 If you decide to end your tenancy you must pay any rent, other charges or tenancy-related costs you owe us before the tenancy ends.
- 7.12 You can pay your rent in several ways. We encourage you to pay by direct debit, as it is the quickest, easiest and most cost-effective way.

Section 8 - Our responsibilities as Landlord

8.1 Repairing and maintaining the structure of the property.

- 8.1.1 We will keep in repair the structure of the property, including drains, gutters and external pipes. We will do all the repairs you ask for within the timescale set. Details of these can be found on our website or in our repairs leaflet.
- 8.1.2 We will keep in repair and proper working order the fixtures and fittings for:
- room heating and water heating.
 - sanitation including basins, sinks, baths and toilets.
 - supplying water, gas and electricity (except light bulbs).
- 8.1.3 If you apply to buy your home, we will continue to do repairs until you have bought it but we will not do any improvements.
- 8.1.4 We will repair any furniture we rent to you with your home when you ask us to do so.

8.2 Maintenance of shared areas

We will maintain all shared entrances, halls, stairways, lifts, passages, lighting and other shared facilities.

8.3 Changes to the tenancy agreement

We can increase or reduce the rent or other charges to the property if we give you four weeks' notice in writing.

We can only change the other conditions of this agreement if we

- give you written notice of the proposed change and its effect on you,
- consider any comments, questions or feedback,
- give you at least four weeks' notice before the changes take effect, as well as information on the new conditions and how they affect you.

8.4 What to do if you are unhappy with our service

If you think that we have not carried out any of our responsibilities or have taken an unreasonably long time to carry out any task we are responsible for under this agreement, you should first contact us to discuss the problem. If you are still unhappy, you can make a complaint under our complaints procedure. This has three possible stages, leading to a final decision by an independent review panel. You still have the right to refer your complaint to the Housing Ombudsman if you are dissatisfied with any decision.

You can get details of any of the above from us..

Section 9 - Your responsibilities – things you must do

9.1 Rent

You must pay the rent and all other charges for your home regularly and on time.

9.2 Repairs and maintenance

9.2.1 You must take proper care of your home and report to us any repairs needed or damage to your home or its fixtures and fittings immediately. If you do not report a repair or damage, we may charge you for any extra work caused by the delay.

9.2.2 You must tell us if you do any repairs yourself or make any arrangements to have them done.

9.2.3 You must make sure that a competent person carries out to the relevant standard any work you get done at your home. Only a Gas Safe registered engineer must make any repair or improvements involving gas. If you have any electrical work done, this must be carried out by an NICEIC approved electrician. You must by law send us a copy of the certificate that the electrician has to give you.

9.3 Improvements and alterations.

9.3.1 Before making improvements or alterations to your home you must get our permission in writing. We will only refuse permission if there is good reason to do so, but we may set certain conditions. If we refuse permission, we will explain why. Before doing any work you are responsible for getting any necessary planning and building regulations approval.

9.3.2 You are responsible for paying any costs involved with the work.

9.3.3 We have the right to inspect any work you have done.

- 9.3.4 You will be responsible for repairing and maintaining all improvements, fixtures and fittings you have installed in your home for a period of 12 months after installing them. After that time, subject to any guarantees, we will maintain and repair them, as long as you had gained our permission for the work in the first place and, when inspected after completion, they were passed fit.
- 9.3.5 If you leave your home, you may take with you any installations or fixtures and fittings you were responsible for repairing and maintaining. However, you may only do this if you let us know which items you are taking; replace them with the original fittings; and return the property as it was before you improved it. If you don't, we will restore the property to its original state and charge you for any materials and for the labour costs.
- 9.3.6 You may choose to leave behind the improvements you have made and, where we think they have definitely improved the property, you can claim compensation from us.
- 9.3.7 You are responsible for plumbing in washing machines and dishwashers. You should get a qualified and competent plumber to do this, as you will be held responsible for any damage resulting from leaks or faulty pipe work.

9.4 How to get our permission

If you need our written permission for anything, you should apply to us. We will only refuse permission if there is good reason to do so.

If we refuse permission, we will give our reasons in writing. If we give our permission, we may set certain reasonable conditions. If you do not meet these conditions, you will be breaking your tenancy agreement and we may withdraw our permission.

9.5 Access

You must give reasonable access to us or anyone we authorise to:

- inspect the condition of the property or how it is being used
- check that the people living there are the same people as are named on our records

- carry out maintenance, renewal, repairs or improvements
- meet health-and-safety requirements, such as our duty to inspect and service gas appliances once a year
- inspect, clean, maintain, repair or improve any other property or sewer, drain, pipe, wire or cabling that serves your property or any other property.

In an emergency we may not be able to give any notice and may need to force entry. If this happens, we will remedy any damage caused.

You must allow access to your home for a yearly gas service. We need to make sure your gas appliances are safe. Inadequate heating or ventilation, or blocks or leaks in the flue, can cause carbon monoxide poisoning, which can kill people.

If you do not respond to our requests to visit your home to inspect or service gas appliances, we may get a warrant to forcibly enter your home. We will give you at least 24 hours' notice before this happens and we may charge you for forcing entry to your home and any costs.

9.6 Damage to property

You must ensure that you or anyone living with you or visiting your home, do not misuse, damage, vandalise or remove any part of the property, neighbouring property or shared area.

You will be charged for repairing any damage caused to your home by you, anyone living with you or your visitors.

9.7 Living in your home

9.7.1 You must use this property as your only or main home.

9.7.2 You must tell us if you will be away from your home for more than 28 days. This is to ensure we do not repossess it as an abandoned property.

- 9.7.3 You must tell us of any changes to your household; for example if anyone leaves or comes to live in your home, someone has a new baby or you take in a lodger. This will ensure that you do not overcrowd your home and to ensure any new member of your household is able to claim any rights they may be entitled to – for example they may have the right of succession if they are your husband/wife, civil partner or partner. It may also affect any benefits you may be entitled to.
- 9.7.4 You must allow us access to your home to check that this agreement is being complied with.
- 9.7.5 You must keep the inside of the property clean, tidy and reasonably decorated at all times.
- 9.7.6 You are responsible for insuring your home contents. We are not responsible for loss or damage to your possessions.
- 9.7.7 You must keep any yard, paths and open spaces within the boundary of the property clean, tidy and clear of rubbish.
- 9.7.8 You must keep the garden properly trimmed and cultivated and keep shrubs and hedges trimmed so they don't overhang pavements or block light from neighbouring properties. You must make sure you get rid of garden waste properly.
- 9.7.9 You must keep drains, waste and soil pipes that serve your home clear and unblocked. We will charge you for any blockages that occur through misuse.
- 9.7.10 You must keep all shared areas, entrances, stairs and landings clean, tidy and free of litter and obstructions.
- 9.7.11 You must use any door-entry system properly. If the door-entry system is broken, you must report it immediately. Don't leave any main entrance door open as this may reduce the security for all residents.
- 9.7.12 You must dispose of all rubbish properly. Put it in the correct bin for the type of rubbish it is, and put only recyclable products in the recycling bin. If we set aside a place for bins, you must use it properly and keep it locked where appropriate.

Section 10 - Your responsibilities – Things you must not do

10.1 Anti-social and criminal behaviour

10.1.1 You are responsible for the behaviour of everyone, including children, living in or visiting your home. You are responsible for them in your home, in shared areas and in your neighbourhood.

10.1.2 If you, or anyone living with you or visiting your home, do any of the things you should not do, this may lead to your eviction.

10.1.3 You, or anyone living with you or visiting your home, must not do anything that causes or is likely to cause a nuisance, annoyance or disturbance to anyone living, visiting or working in the area. Anti-social behaviour includes, among other things:

- playing loud music or making other loud noise
- shouting or persistent arguing
- drug and alcohol abuse
- being drunk and disorderly in public
- offensive behaviour
- domestic abuse
- hate crime
- prostitution
- dealing in pornography
- urinating outside your home or your neighbour's home
- banging or slamming doors
- playing ball games that causes nuisance to others
- not keeping pets under control
- allowing your dog to bark
- trespass into a neighbour's property
- dumping rubbish, fly tipping or lighting fires
- allowing rubbish to build up in or around your home
- writing graffiti
- throwing things out of windows or off balconies
- riding motorcycles, trail or quad bikes anywhere except the public highway or designated areas
- breaching shared security, for example allowing strangers to get into the building.

- 10.1.4 You must not harass, threaten to harass, use or threaten violence or discriminate against anyone because of their race, nationality, sexual orientation, gender, religion or belief, age or disability; and you must not encourage or allow any person to do so.
- 10.1.5 You must not use any words or take any other actions that humiliate, ridicule, embarrass, intimidate, frighten, distress or threaten anyone.
- 10.1.6 You must not carry out acts of domestic abuse against your partner or anyone else living in your home, visiting or working in the area. Your tenancy will be at risk if you threaten or carry out any act of domestic abuse.
- 10.1.7 You must not allow your home to be used for any activity that is criminal, illegal, immoral, dangerous or offensive.
- 10.1.8 You must not use your home, any indoor shared area, entrance hall, stairway or landing for:
- storing flammable materials
 - storing dangerous or offensive materials except those needed for normal domestic use
 - cultivating, manufacturing, possessing, using, supplying or dealing in illegal drugs or substances
 - storing unlicensed firearms and illegal weapons
 - storing or handling stolen or counterfeit goods.
- 10.1.9 You must not be convicted of an indictable offence in the local area, for example theft, burglary, robbery, wounding, inflicting grievous bodily harm, or possessing or producing a controlled drug you intend to supply to others.
- 10.1.10 You must not abuse or harm vulnerable adults or children. Abuse or harm can include physical or sexual acts, psychological abuse, financial abuse, neglect, discriminatory behaviour or institutional abuse.

10.2 Damage to property

You or anyone living with you or visiting your home must not damage or threaten to damage the property. This includes, for example:

- arson or attempted arson
- interfering with security and safety equipment
- damaging shared areas or facilities
- breaking windows or doors
- writing graffiti
- placing rubbish, paint or any other offensive substances on any part of a house or building.

10.3 Living in your home

10.3.1 You or anyone living with you or visiting your home must not run a business from your home that is likely to cause a nuisance or annoyance to others. This includes, for example:

- car repair and maintenance
- any business where you would have to use noisy equipment, industrial sewing machines or controlled substances such as chemicals on the premises.

10.3.2 You must not display any advertising on the outside of the property or anywhere else where it can be seen from outside.

10.3.3 You must not erect barbed wire, broken glass or other material that may cause injury on or near the property.

10.3.4 You must not transfer, exchange, assign or sublet all or any part of the property without first getting our written permission.

10.3.5 You must not allow overcrowding in your home. Check your rent documents to see how many people may live in the property.

10.3.6 You must not store rubbish in or around the property or in shared areas. In particular you must not dump rubbish from windows or balconies.

10.3.7 You must not smoke in shared indoor areas.

10.3.8 You must not use textured coatings (such as Artex) on ceilings or walls or fix polystyrene tiles or coving to ceilings or walls.

For reasons of health and safety you must not remove any textured coating or disturb finishes, coatings or walls in your home without telling us and getting our written permission.

10.4 Pets and animals

10.4.1 You must not keep any animal, bird or domestic pet except:

- cats or dogs
- a small caged bird (not a pigeon)
- a small caged animal
- fish in an aquarium.

10.4.2 If your home has a shared entrance you must not keep cats or dogs (except for a registered guide dog, disability dog or hearing dog).

10.4.3 You must not allow any animal kept by you or visiting your home to cause a nuisance, annoyance or disturbance to anyone living or visiting the area.

10.4.4 You must not allow any animal kept by you or visiting your home to foul the estate, including shared areas, roads, footpaths and play sites. You must remove any fouling and dispose of it hygienically. Any animal mess in your garden must not cause a nuisance to neighbours or others and must be regularly cleared and disposed of hygienically.

10.4.5 You must not breed any animals or birds at your home or build a pigeon cove or aviary.

10.5 Vehicles and access

- 10.5.1 You must not park a vehicle within the boundaries of your home unless there is a garage, hard standing or driveway with a properly made dropped-kerb entrance.
- 10.5.2 You or anyone living with you or visiting your home must not do major repairs to a vehicle within the boundaries of your home, on the highway or in any public or shared area. You may only do minor repairs and must not receive any type of payment for repairing a vehicle. Any minor repairs must be done at reasonable times during the day and must not cause too much noise, vibration, fumes or dirt, or disturb or cause nuisance to anyone living, visiting or working in the area. You may not do repairs to other people's vehicles if it causes a nuisance to your neighbours. We may ask for proof that the vehicle is yours if we receive complaints about this.
- 10.5.3 You may keep an electric mobility scooter in your home providing there is an appropriate electric supply and storage space. This is not permitted where it would cause an obstruction.
- 10.5.4 You must not park a vehicle so that it blocks any other vehicle or access, or causes nuisance or danger to anyone living in or visiting the area.
- 10.5.4 You must not park or drive a vehicle on any open-plan area, footpath or grass verge.
- 10.5.6 You must not park any vehicle which is illegal, untaxed, unroadworthy or in need of repair anywhere except within the boundaries of your home.
- 10.5.7 You must not park or allow anyone else to park any heavy trade or commercial vehicle at your home or in the area for long or regular periods. This includes not parking in allocated parking areas and estate roads. You must get our written permission before parking any other vehicle such as a boat, trailer or caravan.

Section 11 - What we can do if you don't keep to this agreement

- 11.1 If you do not pay your rent and other charges for the property regularly and on time we may take court action to get back the amounts you owe. This could result in you being evicted from your home. We will also get back from you any court costs or bailiff's charges we have to pay.
- 11.2 If you break any of the other conditions of this agreement, we may take legal action against you. This could result in you being evicted from your home and repaying any court costs or bailiff's charges we have to pay. If you are evicted from your home, you may be refused council accommodation in future.
- 11.3 If we obtain a court order, you may lose some of your rights. If you are a secure tenant your tenancy may be demoted, which reduces your rights to those of an introductory tenant.
- 11.4 If you are an introductory tenant, we may decide not to upgrade you to a secure tenancy or we may apply for a court order to evict you. The court will usually give a landlord a possession order on an introductory tenancy.
- 11.5 If you are a secure tenant, we may take away the right to buy your home.
- 11.6 If you do not carry out any repair or maintenance that you are responsible for, such as internal decoration or garden maintenance, or if we are not happy with any improvement you do, we will take the following action:
- We will write to tell you what repairs, maintenance or improvements you must do and when. You must get our approval before doing any work to your home.
 - If you do not do the work we ask you to within the set time, we may do it ourselves. You will then have to pay for the cost of the work.

Section 12 - Ending your tenancy

12.1 If we want to end your tenancy

- 12.1.1 If you are a secure tenant and occupying your home, we must first serve you with a Notice of Seeking Possession telling you why we want to evict you. Your tenancy can only be ended if
- we prove one of the grounds for possession in the Housing Act 1985, and
 - the court considers our actions reasonable and awards a possession order.
- 12.1.2 If we believe you have abandoned the property or stopped using it as your main or only home, your tenancy will no longer be secure and we will give you four weeks' written notice to end your tenancy (Notice to Quit). The tenancy will stop at the end of the four weeks.
- 12.1.3 If you move out of the home without telling us, we will treat the home as abandoned. We have to serve a Notice to Quit before ending the tenancy. We will charge you full rent for the 28 days. Your tenancy will then end.
- 12.1.4 Abandoning the home could mean you may not be entitled to another home with us – for example, if you owe rent arrears or have damaged the property.
- 12.1.5 We may store any furniture and belongings taken from your home, for a limited period or until you make arrangements to move them. We may charge you for this storage. We will try to contact you to arrange for you to collect the belongings. If we cannot contact you, or if you do not collect the belongings, we may sell them and use any money we get towards any of your unpaid rent or other charges, or we may otherwise dispose of them.
- 12.1.6 We can serve any notice, including Notice to Quit, by leaving it at your home or sending it by post to your last-known address. We will assume you have received all notices within 72 hours if we posted them, or within 24 hours if they were delivered by hand.
- 12.1.7 We can move you out of your home temporarily when we need to carry out redevelopment or major work to the property.

- 12.1.8 If you are an introductory tenant, we must first serve a Notice to Terminate before we can end your tenancy. You have the right to ask us to review the decision to seek possession within certain timescales, which the notice will state. As long as we follow the correct procedures, the court must award us possession.

12.2 If you want to end your tenancy

- 12.2.1 You must give us at least four weeks' written notice, ending on a Monday. In a joint tenancy, one of the joint tenants can end the tenancy by giving us four weeks' written notice. If you do not give proper notice, you will continue to be responsible for the rent and other payments.
- 12.2.2 You must pay all rent and other charges up to the date your tenancy ends.
- 12.2.3 You must return all keys for the property to us before 12 noon on the date the tenancy ends (called the termination date). If we do not receive your keys on time, you will be responsible for further rent and for any damage that happens because you have left the property unsecured.
- 12.2.4 You must give us access before the termination date to allow us to inspect your home.
- 12.2.5 You must leave your home in a clean and tidy condition. You must make good any damage to your home before you leave. If you do not do so, you will be responsible for the cost of repairing any damage.
- 12.2.6 You must make sure all fittings and fixtures you have installed and are leaving in place are in good working order.
- 12.2.7 You must replace with our original fittings all fittings and fixtures you have installed and are removing from the home. You must make good any damage before you leave. If you do not, we will carry out the work and charge you for doing so.

- 12.2.8 You must not allow anyone to remain in the property when your tenancy ends. If you do, we will evict them as they will be living there illegally.
- 12.2.9 You must remove all your possessions from the property. You must also remove rubbish from inside and outside the property. If you leave any belongings or rubbish in the property at the end of your tenancy, we will assume you don't want them and will dispose of them. We will charge you if we have to clean the property or remove any rubbish.
- 12.2.10 You must leave at the property all furniture you rent from us. If there is any damage to the furniture, we will charge you for the repairs. If any furniture is missing, we will treat this as theft and report it to the police.
- 12.2.11 If you are a joint tenant, the whole tenancy will end if you or the other joint tenant ends the tenancy.

12.3 Termination of the tenancy on death

When a sole tenant dies, the tenancy ends on the Monday following their death. We will always allow representatives and relatives reasonable time to clear the property of furnishings and belongings, but we will charge for any time the property takes to clear.

12.4 Letting your home if you decide to leave

We may ask you to allow us reasonable access to show potential tenants around your home during your notice period. We may advertise your home before you leave it.

Section 13 - Meaning of words

Animal

Includes livestock, bird, reptile, fish or mammal.

Anti-social behaviour

Acting in a way that is likely to cause, nuisance, annoyance, harassment, alarm or distress to anyone.

Assignment

Transferring your tenancy to someone else. The law only allows assignment in the following situations:

- You can exchange your home with another council or housing association tenant if both landlords agree.
- If there are legal proceedings in matrimonial cases, your tenancy can be assigned to your spouse, partner or civil partner following a court order.
- You can assign your tenancy to someone who would qualify to succeed to your tenancy (see 'succession') if you were to die.

Exchange

To swap tenancies with another council or housing association tenant.

Fixtures and fittings

For example, kitchen units and appliances; sanitary ware; plumbing, shower and heating systems; electrical circuits; sockets; switches; lamp holders; doors; locks; glazing; fitted wardrobes and shelves; fires and surrounds; aerials; sheds; conservatories; and garages.

Garden

Lawns, hedges, flower beds, trees, shrubs, outside walls, fences, paths and yards.

Home

The whole of the property let to you under this agreement, including the house, garden and any garage within your garden; but not including shared areas.

Improvement

Any alteration or addition to the home.

Institutional abuse

Is the mistreatment of people brought about by poor or inadequate care.

Indictable offence

A crime for which a grand jury rules that there is enough evidence to charge a defendant with a crime. These crimes include murder, manslaughter, rape, kidnapping, grand theft, robbery, burglary, arson, conspiracy, fraud, and other major crimes, as well as attempts to commit them

Landlord

North Tyneside Council.

Lodger

A person who pays you money to let them live in the home with you.

Neighbours

Everyone living in the local area, such as other tenants, people who own their own homes, and local businesses.

Non-collecting weeks

Where the annual rent is divided over fewer than 52 or 53 weeks to give you rent-free weeks.

Partner

A person you live with as a husband or wife, or in a same-sex relationship that has been registered as a civil partnership.

Relative

A parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, step-relative or adopted child.

Rent

Payment made by a tenant for occupation of the home.

Shared areas

The parts of the building which all tenants or other people can use, for example halls, stairways, entrances, landing, shared gardens, lawns and landscaped areas.

Sublet

Giving another person the right to live in part of your home, with our agreement.

Succession

If you die, your husband/wife, civil partner or partner may be entitled to 'succeed to' the tenancy if they are living with you at the time of your death. By law only one succession to a tenancy can take place. This means that your successor is unable to pass on the tenancy to anyone else. If the tenancy is a joint tenancy only one of the other joint tenants still living in the home can succeed to the tenancy.

Vehicle

This includes, for example, car, motorbike, bike, moped, boat, caravan, van, minibike, trailer and mobility scooter.

Visitor

People who are not registered with us as part of your household, but who come and see you at your home.

We

North Tyneside Council and agents acting on our behalf.

Written permission

Our letter giving you permission to do something.

You

The tenant, and in the case of joint tenants, any one or all of the joint tenants.



North Tyneside Council

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Quadrant, The Silverlink North
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Tel: 0345 2000 102

North Tyneside Council

Report to Cabinet

Date: 11 December 2017

ITEM 6(c)

Title: Food Hygiene Rating Scheme Revisit Charge

Portfolio(s): Housing and Transport

Cabinet Member(s): Councillor John Harrison

Report from Service

Area: Environment, Housing and Leisure

Responsible Officer: Phil Scott – Head of Environment, Housing and Leisure (Tel: (0191) 643 7295)

Wards affected: ALL

PART 1

1.1 Executive Summary:

This report seeks the approval of Cabinet to the introduction of charges for the re-inspection of food business operators' premises for the purposes of scoring the food business premises in terms of its hygiene under the Food Standards Agency Food Hygiene Rating Scheme.

1.2 Recommendation(s):

It is recommended that Cabinet:

- (1) agree to the charging of food business operators for any re-inspection of their premises for the purposes of re-scoring the food business premises under the Food Standards Agency Food Hygiene Rating Scheme;
- (2) authorise the Head of Environment, Housing and Leisure to determine the level of such charges following consultation with the Cabinet Member for Housing and Environment, the Head of Finance and Head of Law and Governance;
- (3) authorise the Head of Environment, Housing and Leisure to review such charges on an annual basis and to amend such charges as appropriate following consultation with the Cabinet Member for Housing and Environment, the Head of Finance and Head of Law and Governance; and
- (4) agree to receive a further report on the impact, if any, of the introduction of such a scheme on the effective operation of the Environmental Health Service in December 2018.

1.3 Forward Plan:

Twenty eight days notice of this report has been given and it first appeared on the Forward Plan that was published on 30 October 2017.

1.4 Council Plan and Policy Framework

The recommendation is in support of the Our North Tyneside Plan: Our Places will, 'Provide a clean, green, healthy, attractive and safe environment'.

1.5 Information:

1.5.1 Background

The Authority has a statutory obligation to deliver official controls for feed and food law.

Inspections of food businesses in the borough are risk based. A score (rating) of between 0 and 5 is given to each food business following an inspection using the National Food Hygiene Rating Scheme (NFHRS) which this Authority has chosen to participate in. The score given to a food business informs the public how well the operator of the food business complies with food law. The top rating is 5. The ratings of each food business premises are accessible to the public via the Food Standards Agency website.

Whilst there is a statutory obligation for the Authority to inspect food business premises, the NFHRS is a non-statutory scheme and therefore there is no obligation to re-visit and re-score any food business premises at the request of an operator who wants to achieve a higher score than that awarded to their premises under the NFHRS.

Ordinarily, an operator of a food business premises would be expected to wait until the next statutory inspection of their premises, which will be between 6 months to 2 years after the last inspection of the premises depending upon any inherent risks identified at the premises during the inspection.

It is permissible however for a food business operator to request the Authority to arrange for an officer to revisit their premises and to carry out a further inspection of the premises and to review the compliance score first awarded to the operator in relation to the premises following the initial inspection. Such an inspection can be carried out 3 months after the initial inspection date. The Authority currently carries out such revisits free of charge. There are approximately 12 re-visits carried out per year.

The Food Standards Agency has advised local authorities to consider the option of recouping the costs incurred in re-inspecting food business premises at the request of an operator for the purposes for rescoring such premises.

The proposed level of charges for re-inspecting and re-scoring food business premises at the request of an operator is based on an assessment of the number of average officer hours spent on administration, inspection and review of the score.

The charges sought from operators will be on a cost recovery basis and is not intended to be a means of generating income for the Authority.

A review of the impact on the requests for the re-inspection of premises on the existing service will be undertaken over a 6 month period to ascertain whether there has been any impact, positive or negative, on the service.

1.5.2 Recharging calculations

Officers have undertaken a time/cost analysis to calculate the cost of undertaking the inspections. This includes time taken to undertake the inspection and the administrative processes associated with any change in score.

The cost for a revisit inspection has been calculated as £160 based on estimated direct staffing costs plus circa 25% for council administrative costs and overheads. This charge is broadly comparable with charges raised by other local authorities.

It is proposed that should the recharging of these inspections be approved that it would commence from 1 January 2018.

1.6 **Decision options:**

The following decision options are available for consideration by Cabinet Member:

Option 1

To agree to the recommendations set out in paragraph 1.2 of the report.

Option 2

Not to agree to the recommendations set out in paragraph 1.2 of the report and to refer the matter back to officers for further consideration of specific issue(s).

Option 1 is the recommended option.

1.7 **Reasons for recommended option:**

Option 1 is recommended for the following reasons:

Officers will be able to recoup their reasonable costs to reflect the time spent on supporting business in the Borough to improve their hygiene rating by undertaking re-inspection and re-scoring of food business premises.

1.8 **Appendices:**

There are no appendices to this report.

1.9 **Contact officers:**

Frances McClen, Environmental Health Group Leader, Tel. (0191) 6436640
Joanne Lee, Public Protection Manager. Tel. (0191) 6436901
Colin MacDonald, Senior Manager, Technical & Regulatory Services, Tel. (0191) 6436620
Alison Campbell, Senior Partner, Tel: (0191) 643 7038.

1.10 Background information:

The following background papers have been used in the compilation of this report and are available at the office of the author:

- (1) FSA Food Hygiene Rating Scheme “Information note for food businesses in England and Wales”

<https://www.food.gov.uk/sites/default/files/multimedia/pdfs/enforcement/fhrssafeguards.pdf>
<http://ratings.food.gov.uk/LocalAuthority.aspx?reg=NE>

- (2) Reassessment Inspection calculations

- (3) Equality Impact Assessment. - [DEC 17 - EIA - Food Hygiene.docx](#)

PART 2 – COMPLIANCE WITH PRINCIPLES OF DECISION MAKING

2.1 Finance and other resources

It is anticipated that the introduction of these charges will generate a small additional income in the budget managed by Capita on the Authority’s behalf without additional charge to the Authority.

2.2 Legal

The Localism Act 2011 gives the Authority a “general power of competence” which means that it has the power to do anything that an individual can generally do subject to certain limitations.

The Authority can use the general power of competence to charge for the services that it provides, including in this instance, the re-visiting and re-inspection of food business premises provided that the service:-

- a) is offered on a non-commercial basis to a person who has agreed to the service being provided;
- b) is something that could be done using the new general power of competence;
- c) is not something that should be provided under any statutory duty to provide the service; and
- d) the Authority does not have any other power to charge for the service.

The requirements set out in a) to d) are capable of being met should Cabinet decide that the Authority will offer a re-visiting and re-inspection service and charge the food operators requesting such a service the cost of providing that service on a not for profit basis.

The decision to use the general power of competence to provide the service set out in the report and to charge for providing that service is a Cabinet decision.

If Cabinet agree to the recommendations contained in this report, a further delegated officer decision(s) will need to be taken by the Head of Environment, Housing and Leisure in consultation with the Cabinet Member of Housing and Environment, the Head of Finance and the Head of Law and Governance. Twenty eight days notice on the Forward Plan of the

delegated officer decision(s) must be given and a record of the decision(s) taken together with the report to the officer making the decision will need to be produced and published on the Authority's website (unless the matter for decision involves exempt or confidential information in accordance with Part 1 of Schedule 12A to the Local Government Act 1972).

2.3 Consultation/community engagement

2.3.1 Internal Consultation

Proposals have been developed following internal consultation with officers.

2.3.2 External Consultation/Engagement

The Food Standards Agency has consulted about the proposal for food hygiene charging with the business community and local authorities.

Should the charging for revisits be approved all initial food inspection letters will advise of the charge for undertaking a revisit and the level of charges will be placed on the Authority's website.

2.4 Human rights

There are no human rights implications arising directly from this report.

2.5 Equalities and diversity

There are no equality and diversity implications arising directly from this report.

2.6 Risk management

Risks associated with the service are managed via the Operational Risk Management Group.

2.7 Crime and disorder

There are no crime and disorder implications directly arising from this report.

2.8 Environment and sustainability

There are no environment and sustainability implications arising directly as a result of this report.

PART 3 - SIGN OFF

- Deputy Chief Executive ☒
- Head(s) of Service ☒
- Mayor/Cabinet Member(s) ☒
- Chief Finance Officer ☒
- Monitoring Officer ☒
- Head of Corporate Strategy ☒

North Tyneside Council Report to Cabinet Date: 11 December 2017

ITEM 6(d)
Initial proposals for the
development of the Safer
North Tyneside
Community Safety
Strategy 2019-2024

Portfolio(s): Community Engagement

Cabinet Member(s): Councillor Carole
Burdis

**Report from Service
Area:**

Environment, Housing and Leisure

Responsible Officer:

Phil Scott, Head of Environment,
Housing and Leisure

Tel: (0191) 6437295

Wards affected:

All

PART 1

1.1 Executive Summary:

The Crime and Disorder Act 1998 places a duty on responsible authorities to work together to tackle crime, disorder, substance misuse and reoffending within the community.

Our established Community Safety Partnership, Safer North Tyneside (SNT) oversees this statutory responsibility.

A key requirement of the partnership, is the production of a Community Safety Strategy.

The existing strategy expires March 2019. The purpose of this report is to seek cabinet's approval to commence a consultation process on a revised draft strategy.

1.2 Recommendation(s):

It is recommended that Cabinet agree the initial proposals for consultation on the draft Safer North Tyneside Community Safety Strategy attached as Appendix 1 to this report.

1.3 Forward Plan:

Twenty eight days notice of this report has been given and it first appeared on the Forward Plan that was published on 16 October 2017.

1.4 Council Plan and Policy Framework

This report relates to the following priorities in the 2016 to 2019 Our North Tyneside Plan:

Our places will:

- Provide a clean, green, healthy, attractive and safe environment.

Our People will:

- Be cared for and safeguarded if they become vulnerable.

The Strategy forms part of the Authority's Policy Framework and must be formulated and approved in accordance with the process set out in sections 2.2 and 2.3 of this report.

1.5 Information:

1.5.1 Background

The Crime and Disorder Act 1998, as amended by the Police Reform Act 2002, Police and Justice Act 2006, the Police and Crime Act 2009 and the Crime and Disorder Regulations 2011, places a duty on 'responsible authorities' to work together, with other agencies, to tackle crime, disorder, substance misuse and reoffending within the community. The responsible authorities in North Tyneside are North Tyneside Council, Northumbria Police, Tyne and Wear Fire and Rescue Authority, Northumbria Probation Trust and North Tyneside Clinical Commissioning Group.

It is a statutory requirement for Community Safety Partnerships (known in this Borough as Safer North Tyneside or SNT) to prepare an annual strategic assessment of crime and disorder activities and for this assessment to shape how the Partnership responds to emerging issues. This process informs the Community Safety Strategy and an annual review of that Strategy. The current Community Safety Strategy covers the period April 2014 to 31 March 2019. Council approved the current Strategy at its meeting on 13 March 2014.

The Safer North Tyneside Board has agreed that the next Strategy will cover the period 1 April 2019 to 31 March 2024. The proposal is to commence the Strategy refresh now which will ensure it is completed in good time. This will enable a delivery plan to be developed by the Safer North Tyneside Partnership and be in place by 1 April 2019. A copy of the draft Strategy is included as **Appendix 1**.

1.5.2 Building on Success

North Tyneside is one of the safest areas of the country to live work and visit with comparatively low levels of crime. The recent Safer Communities Survey showed that perceptions of crime being a problem in North Tyneside remain extremely low to at 3%. This was the lowest of any area in the Northumbria Police force area, which had an average of 6%.

It is important to recognise the contribution all partners continue to make in ensuring the Borough remains a safe place. Since the implementation of the current Strategy the SNT Partnership has:

Victim Support

- Supported the introduction of a new Victim Support Scheme by the PCC to better support victims of crime by engaging with the service provider to help shape the services locally;

Domestic Abuse

- Engaged in partnership work with other local authority areas to define and establish links with Domestic Abuse and the Health economy to enable victims to access appropriate health support;
- Helped to introduce North Tyneside Council's Domestic Abuse Champions Scheme. This is a network of trained staff volunteers who offer initial support to other staff who are domestic abuse victims;

Public Protection

- Overseen the procurement of mobile CCTV cameras for deployment in line with local policing priorities. These cameras are deployed when needed to manage crime and disorder in identified 'hot spot' areas across the Borough;
- Provided governance for the recent CCTV procurement project which will see the renewal of all current public space CCTV across the Borough as well as a new CCTV control room;
- Worked with North Tyneside Council to shape implementation of the new Public Spaces Protection Orders to help tackle environmental and anti social behaviour issues in our parks and public spaces;

Hate Crime

- Established a Hate Crime task and finish group to identify the scope of hate crime in the Borough and to provide some signposting to support mechanisms for victims of all hate crimes;

Anti Social Behaviour

- Provided funding for taxi marshals in Tynemouth as an interim measure to help manage reports of anti social behaviour;
- Supported the Young Mayor who was successful in securing funding for the Anti-Bullying schools campaign. This campaign raised awareness of the issues around bullying and the impacts on victims in schools right across the Borough.

Prevent

- Secure funding for VODA (Voluntary Organisations Development Agency) and the local charity Walking With to undertake further educational work under the Prevent Strategy. This was specifically designed to assist with some refugee re-settlement work and to help provide further educational tools to help run training events for other voluntary organisations;
- Coordinated and facilitated two Project Argus counter terrorism events for local businesses. These were part of a national training programme to help local businesses learn how they can assist in the initial response to a terrorist incident;
- Coordinated the introduction of a new multi agency Channel Panel process to tackle the early signs of radicalisation under the Prevent Scheme. This is a multi agency approach which aims to draw the person away from radicalisation and to address any underlying support issues that may assist the individual;
- Managed the production of a Coordination Plan for the multi agency response to a terrorist attack under the CONTEST legislation. This brings together a multi agency

planned response to a terrorist attack in the Borough and identifies roles and responsibilities of the various responder organisations;

Community Resilience

- Helped to introduce the Volunteer Flood Warden Scheme. This came about after Thunder Thursday in June 2012 and created a network of volunteers to help identify and assist vulnerable people during flooding as well as provide us with some up to the minute information from the ground before, during and after flooding;
- Supported the introduction of Response Pastors in the Borough to assist with the community response to an emergency. The Response Pastor scheme expands the role of a Street Pastor to those volunteers who can assist our communities during an emergency or major incident.

1.5.3 Developing the Community Safety Strategy 2019-2024

The draft Strategy has been developed within the multi agency Safer North Tyneside Partnership Board (SNTPB). The membership currently includes the following organisations:

- North Tyneside Council
- Northumbria Police
- Tyne and Wear Fire and Rescue Service
- National Probation Service
- Community Rehabilitation Company
- North Tyneside NHS Clinical Commissioning Group
- Director of Public Health
- VODA

The SNTPB have considered the latest available strategic assessment, national legislation and the latest available Police crime data in determining the priorities set out within the new draft strategy. The Strategy has links to the Police and Crime Plan, developed by the Northumbria Police and Crime Commissioner and the Chair of the SNT Board also attends the Police and Crime Panel at a strategic level.

The Strategy has also been written with the objectives set out in the Our North Tyneside Plan and supports the many strategic plans and projects that the Council and its partners are delivering. This will include making links to the scoping work underway on the Drugs and Alcohol Strategy, which has a clear link to one of the key priorities in the Safer North Tyneside Strategy, as well as the implementation of the Transport Strategy, which has regard to creating safe and sustainable travel options in the Borough.

There are a number of priorities which are the responsibility of several partners and which form pieces of work and strategies in place across several other forums and partnerships. These are best described as cross cutting issues, all of which have an impact on how safe communities feel. In order to ensure that all the cross cutting activity is captured effectively, a cross reporting structure will also be in place to support this and ensure that effective coordination of work is in place. Child sexual exploitation and modern day slavery are examples of this type of cross cutting work.

1.5.4 Identifying Priorities

The Partnership has identified four key priorities: Safeguarding, Public Protection, Alcohol and Drugs and Crime and Disorder.

For each identified priority, the Partnership will consider what current service provision exists, what current data sets and intelligence may be available, what current resource levels are available and what current awareness/communication strategies exist. This will help to shape the work plan and identify what actions need to be taken to support delivery of the Strategy.

1.5.5 Delivering the Strategy

The new Strategy will be supported by an operational delivery plan once it is developed and finalised. Progress against this plan will be reported to the Safer North Tyneside Board by all relevant partners and the Board will make a local decision about ownership and maintenance of the delivery plan when it is drafted.

Performance will be managed by the Safer North Tyneside Board and reported quarterly to the North Tyneside Strategic Partnership. An annual report on progress against the operational delivery plan will be presented to Cabinet.

1.6 Decision options:

The following decision options are available for consideration by Cabinet:

Option 1

Cabinet agrees the initial proposals for the draft Safer North Tyneside Community Safety Strategy attached as Appendix 1 to this report.

Option 2

Cabinet does not agree the initial proposals for the draft Safer North Tyneside Community Safety Strategy attached as Appendix 1 to this report.

Option 1 is the recommended option.

1.7 Reasons for recommended option:

Option 1 is recommended for the following reasons:

This will enable the Partnership to commence public consultation on the Community Safety Strategy in line with the Authority's Community Engagement Strategy and the constitutional requirements of the Budget and Policy Framework.

1.8 Appendices:

Appendix 1: Draft Safer North Tyneside Strategy

Appendix 2: Equality Impact Assessment

1.9 Contact officers:

Lindsey Ojomo, Resilience, Security Services and Community Safety Manager, tel. (0191) 643 7780

Janine Charlton, Community Safety Officer, tel. (0191) 643 6442

Colin MacDonald, Senior Manager Technical and Regulatory Services, Environment, Housing and Leisure, tel. (0191) 643 6620
Alison Campbell, Senior Business Partner, Finance, Tel (0191) 643 7038

1.10 Background information:

The following background papers/information have been used in the compilation of this report and are available at the office of the author:

- (1) [Safer North Tyneside Community Safety Strategy 2014-2019](#)
- (2) [Northumbria Police and Crime Plan 2017-2021](#)
- (3) [Our North Tyneside Plan 2016-2019](#)
- (4) [The Crime and Disorder Act 1998](#)
- (5) [The Crime and Disorder \(Formulation and Implementation of Strategy\) Regulations 2007](#)
- (6) [Crime and Disorder Regulations 2011](#)

PART 2 – COMPLIANCE WITH PRINCIPLES OF DECISION MAKING

2.1 Finance and other resources

There are no financial and other resource implications arising directly from this report. The consultation on the Strategy outlined in the report will be funded from the existing community safety and engagement revenue budgets. In addition, the operational delivery plan will be developed and delivered through existing resources. However, any financial implications that might arise through the development of the Strategy will be reported to Cabinet.

2.2 Legal

There is a statutory requirement under sections 5-7 of the Crime and Disorder Act 1998 for local 'responsible authorities' to create a partnership in each local authority geographical area in order to address community safety issues. The same legislation states that a Strategy must also be in place to support the work of the partnership.

The Community Safety Strategy forms part of the Authority's Policy Framework and is required to be formulated and progressed in compliance with the requirements of the Policy Framework Procedure Rules at section 4.7 of the Constitution.

The Constitution recognises that a number of strategies or plans are prepared under partnership arrangements, and that such documents need to be negotiated and agreed by the relevant authorities. One such strategy is the Community Safety Strategy, the preparation of which is the responsibility of the Safer North Tyneside Partnership. The Constitution (at Article 4.4) makes clear that the Authority should not usually overturn any plans and strategies already agreed with local partners provided that the Budget and Policy Framework Rules have been complied with.

2.3 Consultation/community engagement

2.3.1 Internal Consultation

The draft Strategy has been considered by the Authority's Senior Leadership Team and Lead Member Briefing. Comments received have been incorporated into the current draft version of the Strategy. Wider Members' feedback has also been considered through recent Members' Enquiries which identify community safety issues.

Members will be invited to comment as part of the consultation process. The proposed timetable, having regard to the Budget & Policy Framework Rules, is as follows:

Cabinet – **11th December 2017** - initial proposals

Overview, Scrutiny and Policy Development Committee – **9 January 2018**- initial proposals

Cabinet Member – Considers the Overview, Scrutiny and Policy Development Committee recommendations

Overview, Scrutiny and Policy Development Committee - **5 March 2018**- final proposals

Cabinet Member - Considers the Overview, Scrutiny and Policy Development Committee recommendations

Cabinet – **14 May 2018**- final proposals

Full Council – **June 2018**- final proposals

2.3.2 External Consultation/Engagement

The SNTPB has shaped the content of the Strategy and has already provided comment on the current draft Strategy. The Board has also supported the proposal for public consultation using the Council's Community Engagement Strategy. The membership includes both the Authority's statutory partners and representatives from the local community and voluntary sector.

The SNTPB report into the North Tyneside Strategic Partnership (NTSP) and the membership of that governing board will also be invited to help shape the strategy as part of the overall consultation process.

As well as the NTSP, a range of other groups who may have a particular view on elements of the SNT Strategy have been identified as follows:

- The current Residents Panel membership
- Any specific groups currently engaged with relevant workstreams, such as project work with the Council's Community Engagement Team
- The Safer North Tyneside Hate Crime Group membership
- The membership of the local Police led Joint Engagement Group
- The Local Safeguarding Children's Board
- The local Safeguarding Adults Board
- The local Health and Wellbeing Board

This is not necessarily an exhaustive list; if more key partners and forums are identified during the development of the draft Strategy they will be included in the consultation as necessary.

The Police and Crime Commissioner for Northumbria will be invited to comment separately. The content of the Strategy has been written to help support the objectives in the local Police and Crime Plan.

The draft Strategy was also discussed during a workshop session at the recent State of the Area event in October 2017 with young people. The session was developed by young Cabinet Members and explored community safety issues that are a concern to young people. The issues highlighted has contributed to the development of the draft Strategy and will be added to the supporting delivery plan.

Consultation will begin in early January and will end in mid-February 2018 so that the Strategy can be finalised.

2.4 Human rights

There are no human rights implications directly arising from this report.

2.5 Equalities and diversity

There are no adverse equality and diversity implications directly arising from this report. An Equality Impact Assessment on the consultation process has been undertaken. There may be particular groups that the finalised strategy may have a positive impact on in areas such as Hate Crime.

2.6 Risk management

The Strategy considers community safety risks and the supporting delivery plan will set out work to help mitigate these risks and where appropriate, work to manage the consequences of those risks in communities.

2.7 Crime and disorder

The Strategy deals with the reduction of crime and disorder in the Borough as one of the Partnership's key priorities for North Tyneside.

2.8 Environment and sustainability

There are no environment and sustainability implications arising directly from this report.

PART 3 - SIGN OFF

- Deputy Chief Executive ☒
- Head(s) of Service ☒
- Mayor/Cabinet Member(s) ☒
- Chief Finance Officer ☒
- Monitoring Officer ☒
- Head of Corporate Strategy ☒

ANNEX 1 COMMUNITY SAFETY STRATEGY FRAMEWORK

INTRODUCTION

Central to the Our North Tyneside Plan is the aim to ensure North Tyneside is a great place to live, work and visit.

North Tyneside Council and its partners are committed to ensuring that:

Our people will:

- Be cared for, protected and supported if they become vulnerable

Our places will:

- Provide a clean, green, healthy, attractive, safe and sustainable environment.

In order to do this, we must work in Partnership to create and maintain safe and resilient communities.

We will work together with local partners to ensure that the most vulnerable people in our communities are protected and supported while improving community life overall for our residents, businesses and visitors.

The Partnership is made up of the following organisations:

- North Tyneside Council
- Northumbria Police
- Tyne and Wear Fire and Rescue
- National Probation Service
- Community Rehabilitation Company
- North Tyneside NHS Clinical Commissioning Group
- Director of Public Health
- VODA (Voluntary Organisations Development Agency) representation

This document sets out a five year strategy for the Safer North Tyneside Community Safety Partnership. The strategy covers the period from 1 April 2019 to 31st March 2024 and identifies multi agency priorities to tackle crime and disorder in the borough.

We will conduct a Strategic Needs Assessment annually and design activity around the results of this and in line with the priorities set out in this Strategy.

PRIORITIES

In North Tyneside, we recognise the following priorities:

SAFEGUARDING

The SNTP will coordinate and support work to safeguard people in our communities. This includes child sexual exploitation, modern slavery, hate crime and cyber crimes such as bullying and stalking. We will also coordinate a multi agency approach to counter terrorism. We will maintain links with the Safeguarding Adults Board and the Local Safeguarding Children's Board.

PUBLIC PROTECTION

The SNTP will coordinate and support work to ensure that our communities are as safe as possible. This includes community resilience before, during and after emergencies and counter terrorism using the government's 'CONTEST' strategy. We will support a multi agency approach to tackling environmental issues such as dog fouling and fly tipping.

ALCOHOL AND DRUGS

The Partnership will explore the relationship between the misuse of alcohol and drugs in relation to crime and disorder including domestic violence, domestic homicide and crimes which cause harm and distress to our communities. We will maintain links with the Health and Wellbeing Board in order to develop work which will support the Alcohol and Drugs Strategy.

CRIME AND DISORDER

The SNTP will support partners to reduce crime and disorder in the borough. This includes acquisitive crime, crime and disorder associated with the night time economy and crimes against persons which cause harm, especially anti social behaviour.

GOVERNANCE AND REPORTING

Performance will be reported to the Safer North Tyneside Partnership Board who has primary accountability for delivery of the strategy. The Board then reports to the North Tyneside Strategic Partnership on a quarterly basis.

An annual report will be presented to Cabinet which will provide an update on progress made against the strategy. An annual report will also be provided to the Housing Sub Committee who have a scrutiny role on community safety matters.

STRATEGY DEVELOPMENT PROPOSAL

HOW WILL WE DO THIS?

ASK FOR PEOPLE'S VIEWS

We want to listen to what our communities have to tell us in finalising this strategy and we will use the Council's Engagement Strategy to help us. We will consult on the priorities we have set out and ask what they mean locally for our communities. We will engage with groups and individuals who want to share their views about how safe community life feels in North Tyneside.

CONDUCT A GAP ANALYSIS

This will include hosting a workshop where we can ask our partners questions for each priority, such as:

- Current service provision
- Current data sets and intelligence available
- Current resource levels
- Current awareness/communications levels

ASK OUR PARTNERS

We will ask three main questions to members each year to form priorities and identify areas for joint working as a Partnership. These are:

- What are you doing?
- What could you be doing?
- How can the Community Safety Partnership help?

ANNUAL WORK PLAN

We will also take a seasonal approach so that known seasonal priorities (e.g. burglary spikes, light summer nights and ASB increases) can be considered in advance and any national campaigns can be incorporated into any multi agency approach. This will also help us to consider the work of other partnerships and the development of new national, regional and local areas of work.

Equality Impact Assessment (EIA)

The separate EIA guidance notes outline what should be included for each section. Please read them before you begin. If you have any queries, contact your Corporate Equality Group rep, or the Engagement Team on 643 2828.

1. Author, service area, date

Lindsey Ojomo, EHL, 07.11.17

2. Who else has been involved in writing this EIA?

Colin MacDonald

3. What proposal is this EIA assessing?

Community Safety Strategy Development and the outline consultation process.

4. What is the purpose of your proposal and what is it expected to achieve?

The current Community Safety Strategy expires in 2019, the new Strategy is in development and will be available for consultation amongst identified partners, partnership forums and will also be available to members of the public. The implementation date is April 2019.

5. Is there any relevance to the aims of the public sector equality duty? *Write your answers in the table*

Aim	Yes, No, or N/A	Details if 'yes'
Eliminate unlawful discrimination, victimisation and harassment	Yes	We will be consulting with representative groups who may have a specific contribution to make to the development of the strategy, particularly in relation to areas of work such as Hate Crime.

Advance equality of opportunity between people who share a protected characteristic and those who do not	Yes	The Strategy will aim to provide a more inclusive approach to all residents, businesses and visitors around some specific community safety issues, such as hate crime.
Foster good relations between people who share a protected characteristic and those who do not	Yes	As above

6. Analysis by characteristic *Write your answers in the table*

Protected characteristic	Potential positive or negative impact?	Explanation and evidence
Age	N/A	
Disability	Positive	Representative groups are already members of the existing Hate Crime Group. Members will be consulted on the strategy through this forum.
Gender	N/A	
Gender reassignment	Positive	Representative groups are already members of the existing Hate Crime Group. Members will be consulted on the strategy through this forum.
Marriage and civil partnership status	N/A	
Pregnancy and maternity	N/A	
Race	N/A	
Religion or belief	N/A	
Sexual orientation	Positive	Representative groups are already members of the existing Hate Crime Group. Members will be consulted on the strategy through this forum.

7. Have you carried out any engagement in relation to this proposal? If so, what?

Engagement and consultation with members of the public has not yet commenced but will be done in line with the Council's Community Engagement Strategy. This will involve online consultation and the Strategy will be available in public buildings and will be available to partners across a variety of networks throughout its development.

As well as the North Tyneside Strategic Partnership, a range of other groups who may have a particular view on elements of the SNT Strategy have been identified as follows:

- The current Residents Panel membership
- Any specific groups currently engaged with relevant workstreams, such as project work with the Council's Community Engagement Team
- the Safer North Tyneside Hate Crime Group membership
- the membership of the local Police led Joint Engagement Group
- The Local Safeguarding Childrens Board
- The local Safeguarding Adults Board
- The local Health and Wellbeing Board

8. Is there any information you don't have that you need to find?

No

9. What actions are already in place, or will be taken, to remove or reduce potential negative impacts? (add more lines to the table if you need to) *Write your answers in the table*

Action	Responsibility	Timescale
There are no negative impacts in relation to this strategy		

10. Are there any potential negative impacts that cannot be removed or reduced? If so, why is this?

No

11. Based on your conclusions from this assessment, what are your next steps?

Consultation on the strategy proposals.

12. How will the impact of this proposal be monitored after it is introduced?

Consultation responses can be monitored to provide evidence of engagement in the consultation.

13. When will this EIA be reviewed?

At the implementation stage – before April 2019.

North Tyneside Council Report to Cabinet Date: 11 December 2017

ITEM 6(e)

Title: Council Tax Support
Scheme 2018/ 2019

Portfolio(s): Elected Mayor

Finance and Resources

Cabinet Member(s): Norma Redfearn

Councillor Ray
Glendon

Report from Service Area:
Finance

Responsible Officer: Janice Gillespie, Head of Finance, Tel: (0191) 643 5701

Wards affected: All

PART 1

1.1 Executive Summary:

The Local Government Finance Act 1992, states 'For each financial year, each billing authority must consider whether to revise its Council Tax Support Scheme or replace it with another scheme'. As a result of budgetary pressures the Authority needs to consider whether to implement a change to the maximum level of support for working age claimants available under the Scheme or make no change to the Scheme.

On 11 September 2017 Cabinet was provided with a report outlining options to consider for revising the Council Tax Support (CTS) Scheme for 2018/19 by making changes that would reduce the cost of the Scheme by reducing the level of support for working age claimants. Cabinet authorised the Head of Finance to undertake consultation between 12 September 2017 and 31 October 2017 on the options being considered for the CTS Scheme.

An e-form was made available on the website and a number of our partners were involved in raising awareness of the consultation with their customers. Customer Services and Citizens Advice Bureau (CAB) carried out the consultation with customers during customer contact with their service. This report provides the results of the consultation and makes recommendations based on the consultation outcomes and the budgetary pressures faced by the Authority.

Cabinet is asked to consider the consultation outcomes and recommendations and make a proposal in relation to the CTS Scheme for 2018/19 which full Council will consider at its meeting on 18 January 2018.

1.2 Recommendation(s):

It is recommended that Cabinet:

- (a) note the responses to the consultation exercise undertaken at point 1.5.16 and at Appendix 1; and
- (b) invite Council to adopt, with effect from 1 April 2018, Option 1 (Scheme 1) at paragraph 1.6.1 as the Authority's Council Tax Support Scheme for the financial year 2018/19.

1.3 Forward plan:

- 1.3.1 Twenty eight days notice of this report has been given and it first appeared on the forward plan that was published on 6 November 2017.

1.4 Council plan and policy framework

- 1.4.1 This report links directly to the priority 'Our people will be cared for and kept safe if they become vulnerable' in the 'Our North Tyneside Plan 2016 -2019'.

1.5 Information

- 1.5.1 The Local Government Finance Act 1992, states 'For each financial year, each billing authority must consider whether to revise its Council Tax Support Scheme or replace it with another scheme'. The Authority must make any revision to its Scheme, or any replacement no later than 31 January in the financial year preceding that for which the revision or replacement scheme is to have effect'.
- 1.5.2 The legislation states that any revision to a Scheme or any replacement Scheme, which has the effect of reducing or removing a reduction to which a claimant is entitled, must include such transitional provision relating to that reduction or removal as the Authority thinks fit. The Authority may only make changes to the Scheme in respect of working age claimants as the Government provides prescribed requirements regarding the scheme for pensionable age claimants. Any changes proposed to the Scheme are subject to consultation and as part of that consultation Local Authorities should, before making a Scheme:
 - a) consult any major precepting authority which has power to issue a precept to it,
 - b) publish a draft scheme in such manner as it thinks fit, and
 - c) consult such other persons as it considers are likely to have an interest in the operation of the scheme.

The current scheme

- 1.5.3 The current CTS Scheme is a means tested support which limits the CTS payable to the equivalent of 87.5% of the claimant's Council Tax liability in the case of working age claimants. Pensionable age claimants receive support based on 100% of their Council Tax liability as prescribed under national rules.
- 1.5.4 Table 1 Regional Schemes shows the CTS Schemes in our neighbouring Authorities and the collection rate that each of the Authorities had in 2015/16 and 2016/17.

Table 1 Regional Schemes

Authority	Current 2017 maximum support	In year collection rate 2016/17	In year collection rate 2015/16
Northumberland	100%	97.9	97.8
Newcastle	85%	96.9	97.1
Durham	100%	96.7	96.3
North Tyneside	87.5%	96.5	96.6
Stockton	80%	96.3	96.5
South Tyneside	75% to 85%	96.0	95.9
Darlington	80%	95.8	95.2
Gateshead	91.5%	95.8	95.6
Sunderland	91.5%	95.8	95.7
Hartlepool	80%	95.3	95.4
Redcar & Cleveland	80%	94.1	95.9
Middlesbrough	80%	92.5	93.6

- 1.5.5 Only 4 of the 11 other Authorities in the region currently offer a greater level of support than North Tyneside Council for all their working age claimants.
- 1.5.6 As at the 30 September 2017 there were 18,941 claimants receiving CTS, this figure is split between pensioner claims 8,668 (46%) and working age claims 10,273 (54%); this is compared to last year's caseload of 19,773 split between 9,149 pensionable age claimants and 10,624 working age claimants. This shows that the caseload continues to reduce as we have seen in previous years as more people move into employment or claimants' incomes increase and they no longer qualify for support.
- 1.5.7 The current forecast Scheme cost for 2017/18 is around £14.7m. The majority of CTS claimants live in a Council Tax Band A property and, based on the maximum support of 87.5% available to working age claimants, couples currently pay around £2.60 per week and single people £1.95 per week. Collection rates of those in receipt of CTS are still favourable with around 85% being recovered in year.
- 1.5.8 On 11 September 2017, in acknowledgement of significant budgetary pressures, Cabinet was presented with a report that provided three options for them to consider for 2018/19 that would reduce the cost of the CTS Scheme by reducing the maximum level of support available for working age claimants. The three options to reduce the percentage level of CTS are presented in Table 2; it shows the financial effect on both the claimant and savings to the Authority if the maximum level of Council Tax Support was reduced for working age claimants to 85%, 82.5% or 80% from its current 87.5%. Figures are based on the current level of Council Tax.

Table 2 – Reduced levels of Council Tax Support for working age claimants

% level of support	Weekly Amount that claimants in a Band A property would pay Couple	Weekly Amount that claimants in a Band A property would pay Single	Weekly increase for the claimant Couple	Weekly increase for the claimant Single	Amount of savings to the Authority
87.5% Current	£2.60 (£135.20 per year)	£1.95 (£101.40 per year)			
85%	£3.12 (£162.24 per year)	£2.34 (£121.68 per year)	£0.52	£0.39	£176,476
82.5%	£3.64 (189.28 per year)	£2.73 (£141.96 per year)	£1.04	£0.78	£352,442
80%	£4.16 (£216.32 per year)	£3.12 (£162.24 per year)	£1.56	£1.17	£527,812

1.5.9 Cabinet considered the three options to reduce the maximum level of support available for working age claimants and it was agreed that the three options should be consulted on. Cabinet instructed the Head of Finance to carry out a consultation exercise.

1.5.10 The three Schemes subject to consultation were:

Scheme 1 - Reduce the maximum level of Council Tax Support available from 87.5% to 85% for working age claimants.

Scheme 2 – Reduce the maximum level of Council Tax Support available from 87.5% to 82.5% for working age claimants.

Scheme 3 – Reduce the maximum level of Council Tax Support available from 87.5% to 80% for working age claimants

1.5.11 The consultation exercise started on 12 September 2017 and ended 31 October 2017.

1.5.12 Residents, stakeholders and partners had an opportunity to provide their view on the options and to provide additional feedback. A specific exercise at Customer Service Centres was also undertaken whereby customers were asked to take part in the consultation and the options explained to them. Citizens Advice Bureau (CAB) also carried out consultation with their clients via customer contacts at their offices and outreach sessions in the community. Equality monitoring was also carried out, outcomes of which are shown at Appendix 1.

Consultation outcomes

1.5.13 A significant number of people submitted a consultation response to the three different Schemes that were being considered. This included feedback from both those in receipt of CTS and those not; those of working age and those of pensionable age.

Scheme 1 – Reduce the level of support for working age claimants from 87.5% to 85%%

1,780 respondents answered this question. Of the 1,780 respondents:

- a) 680 (38%) strongly agreed or tend to agree that maximum support available to working age claimants should be reduced from 87.5% to 85%
- b) 246 (14%) neither agreed or disagreed
- c) 854 (48%) strongly disagreed or tend to disagree that the maximum support available for working age claimants should be reduced from 87.5% to 85%

Scheme 2 – Reduce the level of support for working age claimants from 87.5% to 82.5%

1,782 respondents answered this question. Of the 1,782 respondents:

- a) 568 (32%) strongly agreed or tend to agree that maximum support available to working age claimants should be reduced from 87.5% to 82.5%
- b) 226 (13%) neither agreed or disagreed
- c) 988 (55%) strongly disagreed or tend to disagree that the maximum support available for working age claimants should be reduced from 87.5% to 82.5%

Scheme 3 – Reduce the level of support for working age claimants from 87.5% to 80%

1,772 respondents answered this question. Of the 1,772 respondents:

- a) 568 (32%) strongly agreed or tend to agree that maximum support available to working age claimants should be reduced from 87.5% to 80%
- b) 252 (14%) neither agreed or disagreed
- c) 952 (54%) strongly disagreed or tend to disagree that the maximum support available for working age claimants should be reduced from 87.5% to 80%

Financial impact on the Authority

1.5.14 There are savings to the Authority if any of the 3 options of Schemes that were consulted on are implemented. These savings could help the Authority manage its budgetary pressures.

1.5.15 Table 3 below (Estimated cost of Schemes) outlines the costs associated with each Scheme under consideration and consulted on, and the potential savings to the Authority.

Table 3 – Estimated cost of Schemes

	Current Scheme current level of CTS of 87.5% for working age claimants	Scheme 1 Reduce maximum CTS from 87.5% to 85%% for working age claimants	Scheme 2 Reduce maximum CTS from 87.5% to 82.5% for working age claimants	Scheme 3 Reduce maximum CTS from 87.5% to 80% for working age claimants
Current forecast cost of Scheme as at June 2017 (forecast for 2017/18)	£14,706,050	£14,706,050	£14,706,050	£14,706,050
Estimated potential savings for 2018-19 due to implementing different options		(£233,096)	(£465,518)	(£697,154)
Adjustment to reflect assumption of 85% collection rate (based on previous years collect rates)		£34,964	£69,827	£104,573
Total forecast cost of Scheme for 2017/18	£14,706,050	£14,507,918	£14,310,359	£14,113,469
Deduct cost applicable to Fire and Police Authorities (10.93%)	(£1,607,371)	(£1,585,715)	(£1,564,122)	(£1,542,602)
Cost of Scheme to North Tyneside Council	£13,098,679	£12,922,203	£12,746,237	£12,570,867
Change for North Tyneside	0	(£176,476)	(£352,442)	(£527,812)

1.6 Decision Options

1.6.1 The following options are available to Cabinet:

- a) **Option 1 - Scheme 1** - To make a recommendation to Council to reduce the Maximum level of Council Tax Support for working age claimants from 87.5% to 85.00%; or

- b) **Option 2 - Scheme 2** - To make a recommendation to Council to reduce the Maximum level of Council Tax Support for working age claimants from 87.5% to 82.5%; or
- c) **Option 3 – Scheme 3** - To make a recommendation to Council to reduce the Maximum level of Council Tax Support for working age claimants from 87.5% to 80%; or
- d) **Option 4** - Refer matters back to officers for the consideration of an alternative CTS Scheme.

Option 1 - Scheme 1 is the recommended option.

1.7 Reasons for recommended option:

1.7.1 Option 1 - Scheme 1 (reduce maximum support from 87.5% to 85% for working age claimants) is recommended for the following reasons:

- a) Whilst it is recognised that the results of the consultation for Option 1 Scheme 1 show 854 (48%) respondents did not agree that the Council Tax Support for working age claimants should be reduced from 87.5% to 85%, the financial pressures placed upon the Authority and budgetary position of the Authority are such that the recommendation remains to marginally reduce the discount level.
- b) As the majority of claimants live in a Band A property the reduction by 2.5% of liability available for support represents a small reduction. Single working age claimants in receipt of CTS will see a reduction in their CTS entitlement of around 39p per week, and couples will see a reduction of around 52p per week, (based on current Council Tax levels)
- c) The option provides savings to the Authority to help manage budgetary pressures whilst still providing a high level of support.
- d) Compared to the regional authorities, Scheme 1 still provides the same level of support or a higher level of support than 7 of the other 11 regional Authorities to all of its working age claimants.

1.8 Appendices:

- Appendix 1 – Engagement and consultation outcomes
- Appendix 2 – Equality Impact Assessment

1.9 Contact officers:

Janice Gillespie – Head of Finance, Tel. (0191) 6435701

Andrew Scott – Senior Client Manager Revenues, Benefits and Customer Services, Tel. (0191) 643 7150

Tracy Hunter – Client Manager Benefits and Customer Services, Tel. (0191) 643 7228

1.9 Background information:

The following background papers/information has been used in the completion of this report and are available at the office of the author:

- [Local Government Finance Act 2012](#)
- [Council Report 18 January 2017 – Council Tax Support 2017-18](#)
- [Cabinet Report 11 September 2017 – Council Tax Support 2018-19](#)

PART 2 – COMPLIANCE WITH PRINCIPLES OF DECISION MAKING

2.1. Finance and Other Resources

- 2.1.1 The detailed financial implications of the recommended Local Council Tax Support Scheme for April 2018 are covered in Table 3 at point 1.5.18. In summary, the Scheme is implemented through a discount on the Council Tax liability for eligible claimants, thereby reducing the amount of Council Tax collectable by this Authority. Schemes 1 to 3 are expected to cost between around £14.5m and £14.1m based on current claimants and cost projections. These calculations are based on the assumption that there is no change to the rate of Council Tax.
- 2.1.2 Whilst the change to the level of CTS will not directly impact on the Housing Revenue Account (HRA), there is an acknowledgement that any reduction in support which has an impact on a claimant's household income may reduce the claimant's ability to meet their rental obligation.
- 2.1.3 The projected cost is based upon current claimant numbers and levels of entitlement. The cost of the scheme continues to reduce as numbers of claimants decrease. If this trend continues then the costs of the scheme will reduce.

2.2 Legal

- 2.2.1 The Local Government Finance Act 1992 (the 1992 Act) was amended by the Local Government Finance Act 2012 in that each Local Authority had to have in place by 31 January 2013, and each subsequent year, a Council Tax Reduction Scheme (referred to as a Council Tax Support scheme by this Authority) to replace the previous support arrangements.
- 2.2.2 Schedule 1A of the 1992 Act sets out the steps that must be taken before adopting a Council Tax Reduction Scheme and prescribes what must be included in the Scheme. The existing Scheme was duly consulted on before it came into force.
- 2.2.3 The Authority is also required by virtue of Schedule 1A each year to determine if the scheme should be revised or replaced. Consultation has taken place, as is set out in this report, for the proposed 2018/19 CTS Scheme.
- 2.2.4 Section 67 of the 1992 Act specifies the functions that can only be discharged by the Authority as a whole. Included in those functions is the ability to make or revise a Council Tax Reduction Scheme.

2.3 Consultation/community engagement

- 2.3.1 This report provides the results of the consultation which was carried out over the period 12 September to 31 October 2017. As recommended by Cabinet on 11 September 2017 Options 1 to 3 (Schemes 1 to 3) at point 1.6 were consulted on through a variety of methods. More detail of the consultation process and the outcomes are provided in Appendix 1.

- 2.3.2 A communication strategy will be developed to notify residents of any changes to the Scheme that are accepted by Council on 18 January 2018.

2.4 Human rights

There are no human rights implications directly arising from this report.

2.5 Equalities and diversity

- 2.5.1 An Equality Impact Assessment (EIA) was carried out prior to consultation on the changes proposed in Scheme 1, 2 and 3. The EIA is included as Appendix 2 to this report.
- 2.5.2 There is an acknowledgement in the EIA that proposals in options 1,2 and 3 will have a negative impact on working age claimants only but that there are actions that may reduce or remove the negative impacts. The consultation feedback shows those that completed the Equality Monitoring question on age the majority (81%) of responses were from working age people.
- 2.5.3 Other potential negative impacts around communications for some claimants with protected characteristics were noted in the EIA. A communication plan will be developed that will help mitigate against this potential impact.

2.6 Risk management

- 2.6.1 Whilst the recommended reduction in Council Tax Support for working age claimants represents a minimal reduction for claimants, some may still find the additional Council Tax payable difficult to manage. This may also have a marginal impact on claimants' ability to pay their rent. The Authority has in place Discretionary Policies to support claimants where appropriate.
- 2.6.2 A comprehensive exercise was carried out on consultation proposals made by Cabinet and this should mitigate the risk of a legal challenge. It is important that any decision taken is based upon full evidence.
- 2.6.3 Should Cabinet choose Option 4 at 1.6.1, there would be a risk that officers would have limited time to undertake further consultation to allow Council to consider making any changes to the scheme, without a risk of challenge.

2.7 Crime and disorder

There are no crime and disorder implications directly arising from this report.

2.8 Environment and sustainability

There are no environmental and sustainability implications directly arising from this report.

PART 3 - SIGN OFF

- Deputy Chief Executive ☐ x
- Head(s) of Service ☐ x
- Mayor/Cabinet Member(s) ☐ x
- Chief Finance Officer ☐ x
- Monitoring Officer ☐ x
- Head of Corporate Strategy ☐ x

Appendix 1 – Engagement and consultation outcomes

Between 12 September and 31 October 2017 an engagement exercise was carried out to invite interested people to take part in the consultation on the Council Tax Support Scheme for 2018/19.

North Tyneside Council ensured that through various opportunities people were made aware of the consultation and could take part.

This included a wide range of options e.g. Customer Services Centre staff talking through the consultation with individuals and Citizens Advice Bureau (CAB) Officers using outreach sessions in the community to engage with customers about the consultation. Information was shared through established channels of contact i.e. email, meetings, members briefings and staff updates. Registered social landlords and private landlords were made aware of the consultation along with our Community and Voluntary Sector partners.

Our Community and Voluntary Sector partners, raised awareness of the engagement particularly amongst those with specific equalities characteristics (as set out in the 2010 Equality Act) such as those with disabilities.

Customers visiting our Customer Services and CAB were invited to take part and CAB used telephone contact as well as face to face to extend invitations to take part in the consultation. Customers were provided with help to complete the on line form where it was needed.

Method

The consultation consisted of three questions and an opportunity to provide additional comment via an on line form, although paper forms were used where internet connectivity was not available or where people expressed a preference. Each paper survey was then input into the on line web form.

The consultation was carried out anonymously and no identifying data was collected. Equality monitoring questions were asked around age, disability and ethnic origin.

Council Tax Support Scheme

To what extent do you agree or disagree that the Council should reduce the maximum amount of Council Tax Support available to working age claimants from 87.5% to 85%?

1780 replied to this question

Strongly agree	Tend to agree	Total	%	Neither agree nor disagree	%	Tend to disagree	Strongly Disagree	Total	%
417	263	680	38%	246	14%	1217	637	854	48%

To what extent do you agree or disagree that the Council should reduce the maximum amount of Council Tax Support available to working age claimants from 87.5% to 82.5%?

1782 replied to this question

Strongly agree	Tend to agree	Total	%	Neither agree nor disagree	%	Tend to disagree	Strongly Disagree	Total	%
340	228	568	32%	226	13%	237	751	988	55%

To what extent do you agree or disagree that the Council should reduce the maximum amount of Council Tax Support available to working age claimants from 87.5% to 80%?

1772 replied to this question

Strongly agree	Tend to agree	Total	%	Neither agree nor disagree	%	Tend to disagree	Strongly Disagree	Total	%
362	206	568	32%	252	14%	178	774	952	54%

Equality Monitoring Questions

The key statistics about our residents show that:

- 19% of North Tyneside residents are now aged 65 and over (Source: ONS 2016 mid-year population estimates)
- 4.9% are from black and minority ethnic (BME) communities – the main groups being 'Other White' (1.2%), 'Other Asian' (0.4%), Indian (0.5%) and Chinese (0.4%). (2011 Census)
- 21% have a disability or condition which limits their day-to-day activities. (2011 Census)

As the findings below illustrate 19% of the respondents were from the age group 65 years or over which is the same as the make up of the borough at 19%. As those of working age will be impacted by the changes being considered it was important to ensure they were represented in the consultation.

A slightly greater proportion of those from a black or minority community were represented in the consultation than the percentage in the borough, as were those who said they had a disability or condition which limits their day to day activities.

Which of the following describes your age range?

1707 respondents answered this question

- 1385 were aged 18-64 (81%)
- 322 were aged 65 years or over (19%)

Which of the following best describes your ethnic origin?

1682 respondents answered this question

- 1461 White British (87%)
- 33 White Irish (less than 2%)
- 47 White other (3%)
- 41 Black or black British (2%)
- 40 Asian or Asian British (2%)
- 18 Mixed heritage (less than 1%)
- 33 prefer not to say (2%)
- 9 Other (1%)

Are your day to day activities limited because of a health problem or disability which has lasted, or is expected to last at least 12 months?

1669 respondents answered this question

- 381 said yes (23%)
- 1058 said no (63%)

230 preferred not to say (14%)

Appendix 2 – Equality Impact Assessment for Council Tax Support Scheme 2018/19

Equality Impact Assessment (EIA)

The separate EIA guidance notes outline what should be included for each section. Please read them before you begin. If you have any queries, contact your Corporate Equality Group rep, or the Engagement Team on 643 2828.

1. Author, service area, date

Tracy Hunter, Finance

2. Who else has been involved in writing this EIA?

Andrew Scott, Client Manager Revenues, Benefits and Customer Service

3. What proposal is this EIA assessing?

The review of the Council Tax Support Scheme for 2018/19

4. What is the purpose of your proposal and what is it expected to achieve?

To carry out the annual review the Council Tax Support Scheme and to consider the options of change to the maximum level of support for working age claimants. This will help inform Cabinet as to what change to the Scheme should be proposed to Council on 18 January 2018. The following options are being considered:

Scheme 1 – Reduce the Maximum Council Tax Support that working age claimants can claim from 87.5% to 85% of their Council Tax liability

Scheme 2 - Reduce the Maximum Council Tax Support that working age claimants can claim from 87.5% to 82.5% of their Council Tax liability

Scheme 3 - Reduce the Maximum Council Tax Support that working age claimants can claim from 87.5% to 80% of their Council Tax liability

5. Is there any relevance to the aims of the public sector equality duty? Write your answers in the table

Aim	Yes, No, or N/A	Details if 'yes'
Eliminate unlawful discrimination, victimisation and harassment	N/A	
Advance equality of opportunity between people who share a protected characteristic and those who do not	Yes	By considering the different characteristics and needs of people in the scheme, in order to ensure that the scheme is fair to all claimants.
Foster good relations between people who share a protected characteristic and those who do not	N/A	

6. Analysis by characteristic Write your answers in the table

Protected characteristic	Potential positive or negative impact?	Explanation and evidence
All protected characteristics	Yes	<u>Scheme 1, 2 and 3</u> The changes proposed under: • Scheme 1 (reduce the maximum Council Tax Support available to working age claimants to 85%) • Scheme 2 (reduce the maximum Council Tax Support available to working age claimants to 82.5%), and • Scheme 3 (reduce the maximum Council Tax Support available to working age

		claimants to 80%), will all impact negatively on working age claimants only as working age claimants will be able to claim less entitlement. Working age claimants will be expected to contribute more to their Council Tax liability than pensionable age CTS claimants.
Age	Yes	Schemes 1, 2 and 3 are more favourable and therefore more positive towards pensionable age claimants as is the current scheme as each scheme allows up to 100% CTS for pensionable age CTS claimants.
Disability	Yes	Potential negative impacts around consulting and communicating the change to claimants.
Gender	No	
Gender reassignment	No	
Marriage and civil partnership status	No	
Pregnancy and maternity	No	
Race	Yes	Potential negative impact around consulting and communicating the change to claimants.
Religion or belief	No	
Sexual orientation	No	

7. Have you carried out any engagement in relation to this proposal? If so, what?

- *Engagement to consult residents and partners on the scheme options took place from 11 September 2017 to 31 October 2017.*
- *SLT, LMB and Cabinet member and Mayor.*

8. Is there any information you don't have that you need to find?

No

9. What actions are already in place, or will be taken, to remove or reduce potential negative impacts? (add more lines to the table if you need to) *Write your answers in the table*

Action	Responsibility	Timescale
The current Discretionary Support Scheme can be used to support people in exceptional circumstances	Andrew Scott/ Cabinet Member for Finance and Resources	In place
Engagement Strategy to consult on changes being considered by Cabinet This has now been completed and outcomes provided in Cabinet Report 11 December 2017.	Andrew Scott/ Tracy Hunter	Mid September through to November
Communication Strategy will be developed on the change to the level of support that is proposed by Cabinet and if accepted by Council. Any change agreed by Council will be affected from April 2018.	Andrew Scott/ Tracy Hunter	From 19 January 2018

10. Are there any potential negative impacts that cannot be removed or reduced? If so, why is this?

Government funding reductions to North Tyneside continue to be significant and this will impact *on the amount of funding available for the CTS Scheme*.

Prescribed regulations ensure that pensioners must have entitlement based on 100% and this has an impact on the amount of funding remaining for working age claimants.

11. Based on your conclusions from this assessment, what are your next steps?

Cabinet heard a report on 11 September 2017 which recommended all options above to be consulted on. The consultation exercise has been carried out and outcomes from the consultation reported to Cabinet on 11 December 2017. Cabinet will consider the outcomes and the funding available to it and propose a revision it feels appropriate to Council in January 2018 who will consider the proposal and either accept the proposed revision or not.

12. How will the impact of this proposal be monitored after it is introduced?

The number of claimants claiming is monitored and compared against the previous year's trends. The caseload is reducing but should any significant change be identified this and claimant's characteristics will be investigated.

13. When will this EIA be reviewed?

The EIA is carried out at the annual review unless no changes are proposed as part of the next review.

North Tyneside Council Report to Cabinet 11 December 2017

ITEM 6(f) Annual Review of Council Policy on Covert Surveillance

Portfolio(s): Elected Mayor		Cabinet Member(s): Mrs N Redfearn
Report from Service Area	Law and Governance	
Responsible Officer:	Vivienne M Geary, Head of Law and Governance	(Tel: 0191 643 5339)
Wards affected:	All	

PART 1

1.1 Executive Summary:

This report seeks Cabinet's approval of an updated Covert Surveillance Policy. In accordance with the Statutory Codes of Practice applying to the Regulation of Investigatory Powers Act 2000 (RIPA) the Authority is required to review its use of RIPA and set the general surveillance policy at least annually. The report also explains that there have been no RIPA authorisations granted in the last year.

A copy of the updated draft Policy is attached at Appendix 1. Only minor amendments have been made to the draft policy to correct typographical errors and to reflect the creation of the Investigatory Powers Commissioners Officer under the Investigatory Powers Act 2016.

1.2 Recommendation(s):

It is recommended that Cabinet:

1. approve the Authority's draft Policy on Covert Surveillance (attached at Appendix 1); and
2. note the use of surveillance by the Authority in the preceding year.

1.3 Forward plan:

Twenty eight days notice of this report has been given and it first appeared on the Forward Plan that was published on 23 October 2017.

1.4 Council plan and policy framework

This report relates to the following priorities in the Our North Tyneside Plan:

Our people will:

- Be cared for and safeguarded if they become vulnerable

1.5 Information:

1.5.1 Introduction

The Authority's current Surveillance Policy was approved by Cabinet in December 2016 and is subject to annual review. A revised draft policy is attached at Appendix 1. The draft Policy has been considered by the Regulation and Review Committee and has been referred to Cabinet for further consideration and, if appropriate, approval.

The aims of the Authority's Policy are to:

- Set out the Authority's arrangements for complying with RIPA; the relevant Codes of Practice and guidance issued by the Home Office; and guidance from the Investigatory Powers Commissioner's Office (IPCO);
- Give effect to the rights of citizens to respect for their private and family lives (pursuant to the Human Rights Act 1998); and
- Protect the Authority from legal challenge when undertaking surveillance.

1.5.2 The RIPA Shield

The Regulation of Investigatory Powers Act 2000 (RIPA) puts covert surveillance on a statutory basis. RIPA enables certain public authorities, including this Authority, to carry out surveillance operations with statutory protection from legal challenge. It is often referred to as the "RIPA shield".

Three covert investigatory techniques are available to local authorities under RIPA:

- i. the acquisition and disclosure of communications data such as telephone billing information or subscriber details e.g. to tackle rogue traders;
- ii. directed surveillance - covert surveillance of individuals in public places e.g. to tackle criminal activity arising from anti social behaviour; and
- iii. covert human intelligence sources (CHIS) such as the deployment of undercover officers.

The RIPA provisions may only be used to authorise surveillance activities in order to detect and prevent serious crime and any authorisation is subject to a requirement to seek authorisation from an 'Authorising Officer' and to obtaining judicial approval from a Justice of the Peace before any surveillance is undertaken. The Authorising Officers within the Authority are:

Patrick Melia – Chief Executive;
Paul Hanson – Deputy Chief Executive; and
Colin MacDonald – Senior Client Manager

Officers from Law and Governance accompanied by the relevant Authorising Officer will present any authorisation to a Justice of the Peace for judicial approval. All authorisations will be subject to an internal scrutiny process prior to being submitted for such approval.

Local authorities may undertake surveillance for other purposes but such surveillance will not benefit from the RIPA shield and will leave a local authority vulnerable to challenge. For this reason all surveillance activity undertaken by the Authority, whether within the RIPA regime or not, must be appropriately authorised by one of the Authorising Officers and is subject to central monitoring and challenge.

Use of Social Media for the collection of personal information

The application of the requirements of RIPA to the use of informants via, in particular, social media is a developing area of surveillance law. Social Media provides the opportunity for the Authority to monitor for example individual rogue traders who trade on-line in the context of trading standards investigations. The continued monitoring of the activities of an individual or the development of a relationship with a trader with the purpose of eliciting information from the trader may fall within the RIPA regime.

As stated above this is an area which is continuing to be monitored as it develops and Officers from Law and Governance and Trading Standards are considering how such activities should actually be undertaken and whether those activities go as far as requiring a RIPA authorisation.

The most recent Guidance does provide some limited guidance on this matter and refers to the implications of interference through such activities with an individual's rights to a private and family life under Article 8 of the Human Rights Act 1998.

In addition as mentioned above the Authority may undertake such surveillance for activities that could not benefit from the protection of the RIPA shield i.e. the activity being investigated would not meet the serious crime test. In these circumstances whilst the surveillance is not unlawful it leaves a local authority more vulnerable to challenge as it still entails the collection information about an individual. For this reason the Authority requires that all surveillance activity undertaken by the Authority outside of the RIPA regime must be appropriately authorised by one of the Authorising Officers and is subject to central monitoring.

Further information has been provided to Heads of Service to raise awareness of RIPA, the circumstances when a RIPA authorisation is necessary and those circumstances where surveillance activity outside of the RIPA regime must still be appropriately authorised. In addition specific training is also to be provided to Officers who are most likely to use surveillance outside of the RIPA regime, particularly in relation to the monitoring of social media websites.

1.5.3 Central Register

The Authority has a Central Register of all RIPA and non-RIPA surveillance activity. The Central Register is maintained and monitored by the Head of Law and Governance.

1.5.4 Inspection

Organisations using RIPA are subject to regular inspection by Investigatory Powers Commissioner's Office (IPCO). On 1 September 2017, the Office of Surveillance Commissioners (OSC) and the Interception of Communications Commissioner's Office (IOCCO) were abolished by the Investigatory Powers Act 2016. The IPCO is now responsible for the judicial oversight of the use of covert surveillance by all public authorities throughout the United Kingdom including the intelligence agencies, police forces and local authorities.

The Authority received an inspection visit from the OSC in June 2017 prior to its abolition. The purpose of the OSC inspection was to examine the policies, procedures, operations and administration the Authority has in place in relation to directed surveillance and covert human intelligence sources.

The outcome of the inspection was very supportive of the Authority's actions to manage its responsibilities under RIPA. The Inspection report noted that:

- the Authority had not exercised its statutory powers on a single occasion since the previous inspection four years ago (further information in relation to the Authority's use of its powers is given below).
- despite the above, the five specific recommendations made following the last inspection had been addressed and were discharged.

The Authority was commended in particular for the work it had undertaken to discharge the recommendations at a time when it had not used its statutory powers. The Authority was also commended that it clearly takes its responsibilities under RIPA seriously.

There was a single recommendation from the inspection directing the Authority to amend the Employee Handbook to include additional advice on the central logging of covert online identities adopted by investigating officers and the development of associated management oversight arrangements to ensure that such activity is scrutinised. This amendment is in the process of being undertaken and will be completed following the receipt of further information and guidance from the IPCO.

1.5.5 Summary of Use of Surveillance, Acquisition of Communications Data and CHIS

It should be noted that following the changes to the RIPA regime from 1 November 2012, reported to Cabinet in November 2012, there have been no authorisations granted. The ground most commonly used for authorising covert surveillance addressing anti-social behaviour was removed on 31 October 2012. Authorisations may now only be sought on the grounds that it relates to the prevention and detection of serious crime. Serious crime is defined as crime punishable, whether on summary conviction or on indictment, by a maximum term of at least 6 months of imprisonment, or would constitute an offence under sections 146, 147 or 147A of the Licensing Act 2003 or section 7 of the Children and Young Persons Act 1933. The latter are all offences involving sale of tobacco and alcohol to underage children.

1.5.6 Corporate Responsibilities

The Codes of Practice advise that a Senior Responsible Officer (SRO) should be identified to ensure the Authority has appropriate policies and processes that accord with RIPA and the related Codes of Practice.

The Officer Delegation Scheme places the Senior Responsible Officer role with the Head of Law and Governance.

Each Head of Service is responsible for ensuring effective and legally compliant systems and procedures are in place for surveillance work within their Service Areas.

All employees connected with surveillance and handling of evidence are responsible for ensuring that they act only in accordance with their level of responsibility and training and in accordance with this Policy and associated documents. To assist in this an 'Employee Handbook: Use of Covert Surveillance, Covert Human Intelligence Sources and Communications Data', has been prepared. The Handbook provides key information for Officers and directs them towards key sources of detailed guidance. It will be kept under review and revised as necessary to ensure it reflects current procedures and best practice.

If Officers wish to undertake surveillance that falls outside of the RIPA regime they must take legal advice and seek appropriate authorisation. Information regarding surveillance

(whether under RIPA or not) must be held centrally by the Senior Responsible Officer to enable the Authority to have an overview of all surveillance activities being undertaken by the Authority.

1.5.7 Compliance and Oversight

The Codes of Practice indicate that elected members of a local authority should review its use of RIPA and set the general surveillance policy at least annually. A local authority should also consider internal reports on the use of RIPA to ensure that it is being used consistently in compliance with the Authority's Policy and that the Policy remains fit for purpose.

To meet these requirements the Policy Statement provides that:

- Cabinet receives an annual report covering the Authority's use of RIPA powers, and review of the Policy for the following year;
- Reports are presented to the Regulation and Review Committee on the Authority's use of RIPA powers. The Committee's role is to look at compliance, oversight and use of RIPA. The Committee will also consider whether the Policy remains fit for purpose and recommend changes to the Policy as appropriate for Cabinet's consideration; and
- The Elected Mayor who has responsibility for RIPA related activities receives regular updates from the Senior Responsible Officer regarding the use of the Authority's powers.

1.6 Decision options:

Option 1

Cabinet may:

1. Approve the Authority's Policy on Covert Surveillance (attached as Appendix 1); and
2. Review and note the use of surveillance by the Authority in the preceding year.

Option 2

Cabinet may ask Officers to revise the draft Policy and/or provide additional information regarding any matters contained in the report.

Option 1 is the recommended option.

1.7 Reasons for recommended option:

Approving the Authority's Policy on Covert Surveillance will secure adherence to the recommended best practice contained within the Codes of Practice. In particular, the Code of Practice – Covert Surveillance and Property Interference indicates that elected members should review the Authority's use of Part II of the Regulation of Investigatory Powers Act 2000 and set the policy at least once a year.

1.8 Appendices:

Appendix 1: Authority Policy on Covert Surveillance (draft)

1.9 Contact officers:

Stephen Ballantyne, Lawyer Specialist – Governance and Employment (0191 643 5329)
Alison Campbell, Finance Business Manager (0191 643 7038)

1.10 Background information:

The following background papers/information have been used in the compilation of this report and are available at the office of the author:

Employee Handbook: Use of Covert Surveillance, Covert Human Intelligence Sources and Communications Data

2014 Home Office Code of Practice - Covert Human Intelligence Sources

<https://www.gov.uk/government/publications/covert-surveillance-and-covert-human-intelligence-sources-codes-of-practice>

2014 Home Office Code of Practice - Covert Surveillance and Property Interference

<https://www.gov.uk/government/publications/covert-surveillance-and-covert-human-intelligence-sources-codes-of-practice>

2015 Home Office Guidance of Acquisition and Disclosure of Communications Data

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/426248/Acquisition_and_Disclosure_of_Communications_Data_Code_of_Practice_March_2015.pdf

PART 2 – COMPLIANCE WITH PRINCIPLES OF DECISION MAKING

2.1 Finance and other resources

The provisions of the Policy can be implemented within the Law and Governance Service's existing resources.

2.2 Legal

The Policy has been prepared with reference to the relevant law and Codes of Practice. A number of Statutory Instruments and Codes of Practice published by the Home Office govern the operation of RIPA.

The Authority may only authorise directed surveillance where it is both necessary and proportionate to the investigation or operation being undertaken and to what is being sought to achieve in terms of evidence gathering. Senior Officers are appointed as Authorising Officers and have a key role in carefully scrutinising all applications for the use of RIPA powers under a specific authorisation.

Authorising Officers must ensure that authorisations are granted only in appropriate cases and that the extent of all authorisations are clearly set out.

The Authority cannot authorise intrusive surveillance under RIPA. Intrusive surveillance would involve placing an investigator on residential premises or in a private vehicle or allowing the use of an external surveillance device outside of the premises or vehicle that gives the same quality of information as if it was on the premises or in the vehicle.

The Policy, together with the Employee Handbook covers the procedures to be followed in seeking authorisations, maintaining appropriate oversight of the Policy and the central record of decisions.

2.3 Consultation/community engagement

The Policy is aimed at ensuring adherence to the best practice contained within the Codes of Practice and feedback from the Investigatory Powers Commissioner's Office as well as the law.

Internal consultation has taken place with officers with responsibility for the management and supervision of surveillance activity as well as the Regulation and Review Committee.

2.4 Human rights

Human rights implications are addressed within the report and the Policy. RIPA provides a framework under which surveillance activity can be authorised and conducted in a way that is compatible with the rights of individuals.

The Authority must also ensure that activity that falls outside of the RIPA regime is subject to careful scrutiny and authorisation to ensure that human rights are respected and the activity is lawfully undertaken.

2.5 Equalities and diversity

There are no equalities and diversity implications directly arising from the report.

2.6 Risk management

The Authority's Policy and the procedures contained in the Employee Handbook are designed to ensure the Authority complies with the law and Codes of Practice and thereby reduce the risks associated with surveillance activity.

2.7 Crime and disorder

RIPA may only be utilised by the Authority for the purposes of detecting and preventing crime.

2.8 Environment and sustainability

There are no environment and sustainability implications directly arising from this report.

PART 3 - SIGN OFF

- Deputy Chief Executive ☒
- Head(s) of Service ☒
- Mayor/Cabinet Member(s) ☒
- Chief Finance Officer ☒
- Monitoring Officer ☒
- Head of Corporate Strategy ☒

(December 2017)



North Tyneside Council

Covert Surveillance Policy

(Regulation of Investigatory Powers Act 2000) (RIPA)

1. INTRODUCTION

This is North Tyneside Council's Covert Surveillance Policy document. It sets out the adopted approach of the Authority to ensure that any surveillance activity undertaken by the Authority is conducted in a way that is compatible with the human rights of individuals, in particular the right to respect for private and family life (in accordance with Article 8 of the European Convention on Human Rights).

The aim of the Policy is to:

- Explain the Authority's arrangements for authorising surveillance activity;
- Direct Officers to the key sources of guidance to ensure compliance with the Policy;
- Give effect to the rights of citizens to respect for their private and family lives (pursuant to the Human Rights Act 1998);
- Protect the Authority from legal challenge when undertaking surveillance; and
- Assist the Authority in complying with the Codes of Practice, Regulations and Orders issued under the Regulation of Investigatory Powers Act 2000 (RIPA) and to meet the requirements of the Inspectors from the Investigatory Powers Commissioner's Office (IPCO).

2. POLICY STATEMENT

The Authority agrees that as a matter of policy:

- The Authority is committed to complying with: (a) the Regulation of Investigatory Powers Act 2000 (RIPA) and the Codes of Practice issued under RIPA by the Home Office; and (b) guidance supplied by the Investigatory Powers Commissioner's Office (IPCO) ;
- Surveillance that falls outside of the RIPA regime will be subject to the Non-RIPA authorisation procedure and central monitoring to ensure: (a) the Authority has an overview of all surveillance activity it undertakes; and (b) such activity is appropriately scrutinised; and (c) the rights of individuals are appropriately safeguarded.
- Relevant Officers shall receive sufficient training and guidance so as to reasonably ensure such compliance;
- Any Officer shall, if in any doubt about whether the legislation applies in a particular case or how to comply with it, seek guidance from an Authorising Officer and/or the Head of Law and Governance.

3. REGULATION OF INVESTIGATORY POWERS ACT 2000 (RIPA)

The Regulation of Investigatory Powers Act 2000 (RIPA) provides a framework under which covert surveillance activity can be authorised and conducted in a way that is compatible with the rights of individuals. Where RIPA is complied with it provides statutory protection from legal challenge to the local authority and for this reason it is often referred to as the "RIPA shield".

Three covert investigatory techniques are available to local authorities under RIPA:

- i. directed surveillance – covert surveillance of individuals in public places e.g. to tackle criminal activity;
- ii. covert human intelligence sources (CHIS) such as the deployment of undercover officers; and
- iii. the acquisition and disclosure of communications data such as telephone billing information or subscriber details e.g. to tackle rogue traders.

The Authority will use RIPA authorised surveillance where appropriate in order to detect and prevent crime. Authorisation will only be given where the proposed surveillance is both necessary and proportionate.

The Protection of Freedoms Act 2012 requires local authorities to obtain the prior approval of a Justice of the Peace before the use of any one of the three covert investigatory techniques available as detailed above. An approval is also required if an authorisation to use such techniques is being renewed.

In each case, the role of the Justice of the Peace is to ensure that the correct procedures have been followed and the relevant factors have been taken into account. Approval can only be given if the Justice of the Peace is satisfied that:

- a) There were reasonable grounds for the Authority's Authorising Officer approving the application to believe that the Directed Surveillance or deployment of a CHIS was necessary and proportionate and that there remain reasonable grounds for believing so;
- b) The Authorising Officer was of the correct seniority within the organisation i.e. a Head of Service, Service Manager or equivalent in accordance with the relevant Regulations;
- c) The granting of the authorisation was for the prescribed purpose of preventing or detecting crime and satisfies the Serious Offence Test for Directed Surveillance (see below); and
- d) Any other conditions set out in any order under Part 2 of RIPA are satisfied (there are none at present).

In addition to the above, where the authorisation is for the deployment of a CHIS, the Justice of the Peace must be satisfied that:

- a) the local authority can ensure that there are officers in place to carry out roles relating to the handling and management of the CHIS as well as the keeping of records;
- b) Where the CHIS is under 16 or 18 years of age, the necessary requirements in relation parental consent, meetings, risk assessments and the duration of the authorisation have been satisfied. Note that the authorisation of such persons to act as a CHIS must come from the Head of Paid Service.
- c) Where the application is for the renewal of a CHIS authorisation, a review has been carried out by the local authority and the Justice of the Peace has considered the results of the review.

The provisions in relation to judicial approval make it clear that the Authorising Officer is not required to apply in person and there is no need to give notice to either the subject of the authorisation or their legal representatives. This reflects the covert nature of the exercise of the investigatory powers under RIPA. The Authority would be represented in any application to a Justice of the Peace by the Authority's Legal Service and the Authorising Officer.

There is no requirement for a Justice of the Peace to consider either cancellations or internal reviews of authorisations.

At all times the risk of obtaining private information about persons who are not subjects of the surveillance must be considered (collateral intrusion) and steps must be taken to avoid or minimise it.

Examples of investigations where it is envisaged that covert techniques may be utilised to enable local authorities to gather evidence and offer evidence in legal proceedings include:

- Trading Standards e.g. action against loan sharks and rogue traders, car fraud, consumer scams, deceptive advertising, counterfeit goods, unsafe toys and electrical goods; and
- Environmental protection e.g. action to stop large scale waste dumping, the sale of unfit food etc.

Serious Offence Test

Local authorities may only use the RIPA provisions to authorise surveillance activities in order to detect and prevent crime as defined by the Regulations. In particular the crime which is sought to be prevented or detected by the surveillance activity must be punishable, whether on summary conviction or on indictment, by a maximum term of at least 6 months of imprisonment, or would constitute an offence under sections 146, 147 or 147A of the Licensing Act 2003 or section 7 of the Children and Young Persons Act 1933. The latter are all offences involving sale of tobacco and alcohol to underage children.

4. NECESSARY AND PROPORTIONATE

The Authority may only authorise directed surveillance, CHIS or the acquisition of communications data where it is both necessary and proportionate to what it seeks to achieve. Senior Offices are appointed as Authorising Officers (or Designated Persons for communications data purposes) and have a key role to play in carefully scrutinising all applications. Authorising Officers/Designated Persons must ensure that authorisations are granted only in appropriate cases and that the extent of all authorisations are clearly set out.

5. COLLATERAL INTRUSION

Collateral intrusion is obtaining private information about persons who are not subjects of the surveillance. The risk of collateral intrusion must be considered and measures should be taken to avoid or minimise it.

6. NON-RIPA SURVEILLANCE

Surveillance activity which falls outside of RIPA, for example, monitoring of employees, does not benefit from the RIPA shield. When operating outside of the RIPA regime there is a greater risk of breaching an individual's rights or being successfully challenged.

The Authority via its Senior Responsible Officer retains a central register of Non-RIPA surveillance activity. Officers are required to take great care to appropriately record, authorise, monitor and scrutinise such activity.

The principles of proportionality and necessity and the requirement to avoid or minimise collateral intrusion also apply to Non-RIPA surveillance.

7. CLOSED CIRCUIT TELEVISION (CCTV) SYSTEMS

Overt surveillance via CCTV is covered by the Data Protection Act 1998 and not by RIPA. CCTV is subject to the Surveillance Camera Code of Practice under the Data Protection Act, which is overseen by the Surveillance Camera Commissioner.

Signage must be in place to inform the public when they enter zones covered by CCTV equipment.

A central record of all CCTV in buildings operated by the Authority is held by the Senior Responsible Officer.

If CCTV cameras are used for covert surveillance (whether by the Authority or the Police), a RIPA authorisation is required.

North Tyneside Council's CCTV control room operates cameras throughout the North Tyneside area. The Police may make formal written requests for surveillance of a target for which they have a RIPA authorisation. Confirmation by sight of this authorisation will be sought and a copy will be retained (redacted as appropriate) by the CCTV Control Room Co-Ordinator.

Employees using CCTV covertly must be aware of the possibility of collateral intrusion (invading the privacy of people other than the target) and take steps to avoid or minimise it.

The Protection of Freedoms Act 2012 makes provision for the further regulation of surveillance camera systems. These are defined as Closed Circuit Television (CCTV), Automatic Number Plate Recognition (ANPR) and other surveillance camera technology.

The Surveillance Camera Code of Practice also includes guidance in relation to the development or use of such systems, and the use and processing of information derived from them. The Code of Practice includes provisions about:

- considerations as to whether to use surveillance camera systems;
- types of systems or apparatus
- technical standards for systems or apparatus
- locations for systems or apparatus
- the publication of information about systems or apparatus
- standards applicable to persons using or maintaining systems or apparatus
- standards applicable to persons using or processing information obtained by virtue of systems
- access to, or disclosure of, information so obtained
- procedures for complaints or consultation

The Authority must have regard to the Code if they operate or intend to operate any surveillance camera systems covered by the Code.

Failure to adhere to the Code will not in itself render an organisation liable to legal proceedings, but the Code is admissible in civil or criminal proceedings. The Code could also be enforced by way of judicial review in the High Court.

The CCTV provisions in the Protection of Freedoms Act 2012 add a completely new layer of control over the use of CCTV by local authorities.

8. CORPORATE RESPONSIBILITIES

The Authority's Senior Responsible Officer (currently the Head of Law and Governance) has overall responsibility for RIPA.

The Senior Responsible Officer appoints Authorising Officers and Designated Persons. A list of Authorising Officers/Designated Persons is held with the Central Record. This list may change as required. Only Authorised Officers named in the list may authorise covert surveillance activities under RIPA. Only Designated Persons named in the list may authorise the acquisition of communications data. The Senior Responsible Officer may remove an Officer from the list where they consider it is appropriate to do so.

In particular, the Senior Responsible Officer ensures that:

- Only Officers who have received appropriate training on RIPA are permitted to become Authorising Officers/Designated Persons.
- Refresher training is provided as required and training records are maintained.
- Monitoring arrangements are in place in each Service to ensure that the Authority is meeting its obligations under RIPA, the Codes of Practice, and this Policy.
- Reviews of authorisation documentation take place to ensure that they are completed in accordance with the requirements of RIPA, the Codes of Practice and Authority guidance. Appropriate feedback is given to officers to ensure high standards are encouraged and maintained.
- The Central Record is maintained in accordance with the requirements of the Codes of Practice and Authority guidance.
- An up-to-date copy of this Policy and associated guidance is available to all relevant employees.
- An annual review of this Policy is undertaken and presented to Cabinet for approval, in addition to provision of monitoring information.

The RIPA Co-ordinating Officer (currently the Lawyer Specialist – Governance and Employment) supports the Senior Responsible Officer in relation to the discharge of that role. The RIPA Co-ordinating Officer also monitors all authorisations and provides robust challenge to authorisations to ensure they meet the requirements of the law and this Policy.

Each Head of Service is responsible for ensuring effective and legally compliant systems and procedures are in place for surveillance work within their Service Areas in respect of any surveillance activity whether undertaken within or outside of the RIPA provisions.

The Senior Responsible Officer is also responsible for ensuring that:

- Relevant officers receive appropriate training on RIPA before undertaking investigations that include (or may include) Directed Surveillance, the use of a CHIS or the acquisition or disclosure of communications data.
- Refresher training is provided as required and training records are maintained and supplied to the Senior Responsible Officer.
- Authorisations are approved, reviewed, renewed, and cancelled by the Authorising Officer/Designated Person as necessary, and such actions are reported to the Senior Responsible Officer.
- Records and evidence obtained as a result of surveillance/investigation are kept and destroyed in accordance with Authority Policy.

All employees connected with surveillance and handling evidence are responsible for ensuring that they act only in accordance with their level of responsibility and training and in accordance with this Policy and associated documents.

9. GUIDANCE

The Authority's intranet has a surveillance page containing the key guidance documents, including this Policy, the Employee Handbook, the relevant Codes of Practice, a guide to completing RIPA forms and a link to the Home Office RIPA forms.

The Authority has prepared the 'Employee Handbook: Use of Covert Surveillance & Covert Human Intelligence Sources & Communications Data (Regulation of Investigatory Powers Act 2000 (RIPA))' to provide guidance to Authority Officers regarding the use of RIPA and the procedures that must be followed.

The Employee Handbook may be revised by the Senior Responsible Officer during the year to reflect changes in procedures or best practice.

All Authority Officers who may authorise or undertake surveillance work must read the Handbook and follow the procedures within it.

Authority Officers are encouraged to seek guidance on the procedures from the Authorising Officers/Designated Persons and the Senior Responsible Officer.

If Officers wish to undertake surveillance which falls outside of the RIPA regime they must seek appropriate authorisation. This is covered in the Employee Handbook. Information regarding surveillance (whether under RIPA or not) must be held centrally by the Senior Responsible Officer to enable the Authority to have an overview of all surveillance activities being undertaken.

10. COMPLIANCE AND OVERSIGHT

The Senior Responsible Officer will assess compliance with this policy and associated guidance. The Senior Responsible Officer may seek support from Internal Audit as appropriate.

A random sample of authorisations will be checked monthly by the Senior Responsible Officer and on receipt by the RIPA Co-Ordinating Officer and any incorrect or incomplete authorisations will be reported to the relevant Authorising Officer and Head of Service. In addition to the sample checks the Senior Responsible Officer will provide feedback and guidance to Officers as needed throughout the year.

Elected Members have a key role in setting policy and overseeing the use of RIPA within the Authority. Members do not make investigatory/enforcement casework decisions in relation to specific authorisations.

The Elected Mayor is designated to champion compliance with RIPA within the Authority processes. The Elected Mayor receives regular updates from the Senior Responsible Officer regarding the use of the Authority's powers.

The Senior Responsible Officer presents reports to Regulation & Review Committee at least annually on the Authority's use of the powers but will also usually report the use of RIPA to the next available committee meeting. The Committee looks at compliance, oversight and use of

RIPA. The Committee considers whether the policy remains fit for purpose and will recommend changes where appropriate for Cabinet's consideration.

Cabinet will receive an annual report upon the Authority's use of the powers and will set the policy for the following year.

The Authority has designated a Cabinet Member (currently the Elected Mayor) and a Senior Responsible Officer (currently the Head of Law and Governance) to champion and oversee compliance with this Policy and associated procedures. Each Head of Service is responsible for ensuring compliance with RIPA in their service area.

Cabinet will review the RIPA policy and the Authority's use of RIPA on an annual basis.

11. REVIEW OF THIS POLICY

The Senior Responsible Officer will review this policy and associated controls as follows:

- Annually.
- Following legislative changes.
- Following any recommendations received as a result of inspections and reviews undertaken by the Investigatory Powers Commissioner's Office.
- Following any major breach in compliance.

12. RECORD KEEPING

Authorising Officers must send the originals of all applications, reviews, renewals and cancellations to the Senior Responsible Officer for filing with the Central Record. In light of the confidential nature of the data original documents should be hand delivered and must be stored securely. Documentation must not be altered in any way following its completion. If any clarification is needed regarding the content of a document this must be done via a separate document which must be signed and dated.

All documentation received as a result of an authorisation must be handled and stored securely and in line with data protection principles.

13. DESTRUCTION OF MATERIAL

Any material obtained during covert surveillance that is wholly unrelated to the operation and where there is no reason to believe that it will be relevant to future civil or criminal proceedings will be destroyed immediately.

In North Tyneside Council the retention period for the central record and associated material is six years from the end of each authorisation or the conclusion of connected court proceedings (whichever date is last).

Where the retention period has expired, the authorisation and any other material obtained or created during the course of the covert surveillance under the unique reference number will be destroyed.

The Authorising Officer/Designated Person will be responsible for ensuring that all material held in the department relating to the unique reference number is destroyed.

The Authorising Officer/Designated Person will notify the Senior Responsible Officer that the retention period has expired, giving the unique reference number and authorise destruction of the material held in the Central Record of Authorisations.

All material to be destroyed will be treated as confidential waste.

Officers should also refer to the Authority's Record Retention Guidelines before destroying any document or evidence obtained under RIPA.

Further guidance on record keeping is available in the Codes of Practice.

14. TRAINING

The Senior Responsible Officer will train the senior managers responsible for overseeing and monitoring RIPA activities, all other employees involved in RIPA activities, and ensure that they understand this Policy.

The Senior Responsible Officer will keep a record of the training undertaken by employees.

15. CODES OF PRACTICE & RELATED AUTHORITY DOCUMENTS

The following Codes of Practice have been issued by the Home Office:

1. Code of Practice - Covert Surveillance and Property Interference
2. Code of Practice - Covert Human Intelligence Sources
3. Code of Practice - Acquisition and Disclosure of Communications Data

All employees involved in surveillance activities must have regard to and act in accordance with:

- the Codes of Practice;
- the Employee Handbook: Use of Covert Surveillance & Covert Human Intelligence Sources & Communications Data (Regulation of Investigatory Powers Act 2000) (RIPA); and
- instruction and guidance from Authorising Officers/Designated Persons and the Senior Responsible Officer.

The Employee Handbook includes appendices providing detailed guidance to assist in the completion of RIPA forms.

16. MISCONDUCT

All employees involved in RIPA activities will comply with this Policy. Failure to comply with this Policy may be dealt with as misconduct or gross misconduct under the disciplinary procedures depending upon all of the circumstances of the case.

17. COMPLAINTS

Any complaint made to the Authority will be dealt with in accordance with the corporate complaints procedure.

North Tyneside Council

Report to Cabinet

Date: 11 December 2017

ITEM 6(g)

Title: North of Tyne
Devolution – Next Steps

Portfolio(s): Elected Mayor

Cabinet Member(s): Mrs N Redfearn –
Elected Mayor

Responsible Officer: Patrick Melia, Chief Executive (Tel: (0191)643 2001)

Wards affected: All

PART 1

1.1 Executive Summary:

This report provides initial information in relation to the steps that need to be taken following the announcement of the “minded to” devolution deal for the North of Tyne launched on 24 November 2017.

1.2 Recommendation(s):

Cabinet is recommended to note the contents of this report and that a supplementary report will be submitted to the Cabinet meeting providing further detail of the proposals.

1.3 Forward Plan:

It has not been practicable to give twenty eight days notice of this report. However, it is required to be considered without the twenty eight days notice being given because of the timescales of the proposed devolution deal.

1.4 Council Plan and Policy Framework

This report relates to the following priority(ies) in the 2014/18 Our North Tyneside Plan

Our People, our places, our economy and our partners

1.5 Information:

1.5.1 Background

- 1.5.2 On 22 November 2017 the Chancellor of the Exchequer announced to Parliament in his budget statement that the Government was minded to enter into a devolution deal with the North of Tyne Authorities (ie this Authority, Newcastle City Council and Northumberland County Council) under which they will benefit from £600 million of new Government investment to spend on local priorities to boost growth, together with a

range of devolved powers. The proposed devolution deal was launched on 24 November 2017 and is dependant upon the North of Tyne Authorities establishing a Combined Authority for their area with an Elected Mayor.

1.5.3 The next steps in developing the proposals in establishing a Mayoral Combined Authority will include the consideration of a governance review and the publication of a Scheme if it is concluded that the exercise of statutory functions are likely to be improved by the change to NECA's border and the creation of a Mayoral Combined Authority. The Scheme will be subject to a public consultation across the whole existing NECA area between 14 December 2017 and 5 February 2018.

1.5.4 A supplemental report will be circulated to Cabinet at the conclusion of the governance review with the findings of that review.

1.6 Decision options:

This report does not require a decision to be taken.

1.7 Reasons for recommended option:

There is no recommended option for the reason set out above.

1.8 Appendices:

None

1.9 Contact officers:

Vivienne M Geary; Head of Law and Governance (Tel 0191 643 5339)

1.10 Background information:

The following background papers/information have been used in the compilation of this report and are available at the office of the author:

This information will be set out in the supplemental report.

PART 2 – COMPLIANCE WITH PRINCIPLES OF DECISION MAKING

2.1 Finance and other resources

Financial implications will be dealt with in the supplemental report.

2.2 Legal

Legal implications will be dealt with in the supplementary report.

2.3 Consultation/community engagement

2.3.1 Internal Consultation

The Elected Mayor and Chief Executive, Deputy Chief Executive and relevant Heads of Service are aware of the proposals.

2.3.2 External Consultation/Engagement

The Scheme, if agreed, will be subject to public consultation as set out in this report.

2.4 Human rights

Any implications in relation to human rights will be dealt with in the supplementary report.

2.5 Equalities and diversity

There are no equalities and diversity implications flowing from this report. An initial Equality Impact Assessment will be included with the supplementary report.

2.6 Risk management

Any implications regarding risks will be dealt with in the supplementary report.

2.7 Crime and disorder

Any implications regarding risks will be dealt with in the supplementary report.

2.8 Environment and sustainability

Any implications regarding environment and sustainability will be dealt with in the supplementary report.