

Public Document Pack

Cabinet

Tuesday, 17th December, 2019
at 4.30 pm

PLEASE NOTE TIME OF MEETING

Council Chamber - Civic Centre

This meeting is open to the public

Members

Leader – Councillor Hammond
Adult Care - Councillor Fielker
Aspiration, Children & Lifelong Learning –
Councillor Paffey
Healthier and Safer City – Councillor Shields
Resources - Councillor Barnes-Andrews
Green City & Environment – Councillor Leggett
Homes & Culture - Councillor Kaur
Place and Transport - Councillor Rayment

(QUORUM – 3)

Contacts

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BACKGROUND AND RELEVANT INFORMATION

The Role of the Executive

The Cabinet and individual Cabinet Members make executive decisions relating to services provided by the Council, except for those matters which are reserved for decision by the full Council and planning and licensing matters which are dealt with by specialist regulatory panels.

The Forward Plan

The Forward Plan is published on a monthly basis and provides details of all the key executive decisions to be made in the four month period following its publication. The Forward Plan is available on request or on the Southampton City Council website, www.southampton.gov.uk

Implementation of Decisions

Any Executive Decision may be “called-in” as part of the Council’s Overview and Scrutiny function for review and scrutiny. The relevant Overview and Scrutiny Panel may ask the Executive to reconsider a decision, but does not have the power to change the decision themselves.

Mobile Telephones – Please switch your mobile telephones to silent whilst in the meeting.

Use of Social Media

The Council supports the video or audio recording of meetings open to the public, for either live or subsequent broadcast. However, if, in the Chair’s opinion, a person filming or recording a meeting or taking photographs is interrupting proceedings or causing a disturbance, under the Council’s Standing Orders the person can be ordered to stop their activity, or to leave the meeting.

By entering the meeting room you are consenting to being recorded and to the use of those images and recordings for broadcasting and or/training purposes. The meeting may be recorded by the press or members of the public. Any person or organisation filming, recording or broadcasting any meeting of the Council is responsible for any claims or other liability resulting from them doing so. Details of the Council’s Guidance on the recording of meetings is available on the Council’s website.

The Southampton City Council Strategy (2016-2020) is a key document and sets out the four key outcomes that make up our vision.

- Southampton has strong and sustainable economic growth
- Children and young people get a good start in life

Executive Functions

The specific functions for which the Cabinet and individual Cabinet Members are responsible are contained in Part 3 of the Council’s Constitution. Copies of the Constitution are available on request or from the City Council website, www.southampton.gov.uk

Key Decisions

A Key Decision is an Executive Decision that is likely to have a significant:

- financial impact (£500,000 or more)
- impact on two or more wards
- impact on an identifiable community

Procedure / Public Representations

At the discretion of the Chair, members of the public may address the meeting on any report included on the agenda in which they have a relevant interest. Any member of the public wishing to address the meeting should advise the Democratic Support Officer (DSO) whose contact details are on the front sheet of the agenda.

Fire Procedure – In the event of a fire or other emergency, a continuous alarm will sound and you will be advised, by officers of the Council, of what action to take.

Smoking policy – The Council operates a no-smoking policy in all civic buildings.

Access – Access is available for disabled people. Please contact the Cabinet Administrator who will help to make any necessary arrangements.

Municipal Year Dates (Tuesdays)

2019	2020
18 June	21 January
16 July	11 February
20 August	18 February (Budget)
17 September	17 March
15 October	21 April
19 November	
17 December	

- People in Southampton live safe, healthy, independent lives
- Southampton is an attractive modern City, where people are proud to live and work

CONDUCT OF MEETING

TERMS OF REFERENCE

The terms of reference of the Cabinet, and its Executive Members, are set out in Part 3 of the Council's Constitution.

RULES OF PROCEDURE

The meeting is governed by the Executive Procedure Rules as set out in Part 4 of the Council's Constitution.

DISCLOSURE OF INTERESTS

Members are required to disclose, in accordance with the Members' Code of Conduct, **both** the existence **and** nature of any "Disclosable Pecuniary Interest" or "Other Interest" they may have in relation to matters for consideration on this Agenda.

DISCLOSABLE PECUNIARY INTERESTS

A Member must regard himself or herself as having a Disclosable Pecuniary Interest in any matter that they or their spouse, partner, a person they are living with as husband or wife, or a person with whom they are living as if they were a civil partner in relation to:

(i) Any employment, office, trade, profession or vocation carried on for profit or gain.

(ii) Sponsorship:

Any payment or provision of any other financial benefit (other than from Southampton City Council) made or provided within the relevant period in respect of any expense incurred by you in carrying out duties as a member, or towards your election expenses. This includes any payment or financial benefit from a trade union within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992.

(iii) Any contract which is made between you / your spouse etc (or a body in which the you / your spouse etc has a beneficial interest) and Southampton City Council under which goods or services are to be provided or works are to be executed, and which has not been fully discharged.

(iv) Any beneficial interest in land which is within the area of Southampton.

(v) Any license (held alone or jointly with others) to occupy land in the area of Southampton for a month or longer.

(vi) Any tenancy where (to your knowledge) the landlord is Southampton City Council and the tenant is a body in which you / your spouse etc has a beneficial interests.

(vii) Any beneficial interest in securities of a body where that body (to your knowledge) has a place of business or land in the area of Southampton, and either:

a) the total nominal value of the securities exceeds £25,000 or one hundredth of the total issued share capital of that body, or

b) if the share capital of that body is of more than one class, the total nominal value of the shares of any one class in which you / your spouse etc has a beneficial interest that exceeds one hundredth of the total issued share capital of that class.

Other Interests

A Member must regard himself or herself as having an, 'Other Interest' in any membership of, or occupation of a position of general control or management in:

Any body to which they have been appointed or nominated by Southampton City Council

Any public authority or body exercising functions of a public nature

Any body directed to charitable purposes

Any body whose principal purpose includes the influence of public opinion or policy

Principles of Decision Making

All decisions of the Council will be made in accordance with the following principles:-

- proportionality (i.e. the action must be proportionate to the desired outcome);
- due consultation and the taking of professional advice from officers;
- respect for human rights;
- a presumption in favour of openness, accountability and transparency;
- setting out what options have been considered;
- setting out reasons for the decision; and
- clarity of aims and desired outcomes.

BUSINESS TO BE DISCUSSED

Only those items listed on the attached agenda may be considered at this meeting.

QUORUM

The minimum number of appointed Members required to be in attendance to hold the meeting is 3.

In exercising discretion, the decision maker must:

- understand the law that regulates the decision making power and gives effect to it. The decision-maker must direct itself properly in law;
- take into account all relevant matters (those matters which the law requires the authority as a matter of legal obligation to take into account);
- leave out of account irrelevant considerations;
- act for a proper purpose, exercising its powers for the public good;
- not reach a decision which no authority acting reasonably could reach, (also known as the “rationality” or “taking leave of your senses” principle);
- comply with the rule that local government finance is to be conducted on an annual basis. Save to the extent authorised by Parliament, ‘live now, pay later’ and forward funding are unlawful; and
- act with procedural propriety in accordance with the rules of fairness.

AGENDA

1 APOLOGIES

To receive any apologies.

2 DISCLOSURE OF PERSONAL AND PECUNIARY INTERESTS

In accordance with the Localism Act 2011, and the Council's Code of Conduct, Members to disclose any personal or pecuniary interests in any matter included on the agenda for this meeting.

EXECUTIVE BUSINESS

3 STATEMENT FROM THE LEADER

4 RECORD OF THE PREVIOUS DECISION MAKING (Pages 1 - 4)

Record of the decision making held on 19th November, 2019 attached.

5 MATTERS REFERRED BY THE COUNCIL OR BY THE OVERVIEW AND SCRUTINY MANAGEMENT COMMITTEE FOR RECONSIDERATION (IF ANY)

There are no matters referred for reconsideration.

6 REPORTS FROM OVERVIEW AND SCRUTINY COMMITTEES (IF ANY)

There are no items for consideration

7 EXECUTIVE APPOINTMENTS

To deal with any executive appointments, as required.

ITEMS FOR DECISION BY CABINET

8 BUDGET MATTERS (Pages 5 - 8)

To consider any key financial decisions of a capital or revenue nature.

9 SCC SOCIAL HOUSING TENANCY AGREEMENT - PROPOSED AMENDMENTS (Pages 9 - 56)

To consider the report of the Cabinet Member for Homes and Culture seeking approval for changes to the Tenancy Agreement following the citywide consultation.

10 SOUTHAMPTON LOCAL PLAN - AMENDED TIMETABLE FOR LOCAL DEVELOPMENT SCHEME (LDS) (Pages 57 - 80)

To consider the report of the Cabinet Member for Place and Transport seeking approval of the amended Local Plan timetable to replace that already detailed in the Local Development Scheme, which was approved by Cabinet in July 2019.

Monday, 9 December 2019

Director of Legal and Governance

SOUTHAMPTON CITY COUNCIL EXECUTIVE DECISION MAKING

RECORD OF THE DECISION MAKING HELD ON 19 NOVEMBER 2019

Present:

Councillor Hammond	-	Leader of the Council, Clean Growth and Development
Councillor Rayment	-	Cabinet Member for Place and Transport
Councillor Fielker	-	Cabinet Member for Adult Care
Councillor Kaur	-	Cabinet Member for Homes and Culture
Councillor Leggett	-	Cabinet Member for Green City and Environment
Councillor Dr Paffey	-	Cabinet Member for Aspiration, Children and Lifelong Learning
Councillor Shields	-	Cabinet Member for Healthier and Safer City
Councillor Barnes-Andrews	-	Cabinet Member for Resources

39. EXECUTIVE APPOINTMENTS

Councillor Dr. Paffey was appointed to represent the Solent LEP – Skills and Advisory Board for the remaining Municipal Year.

40. CORPORATE REVENUE FINANCIAL MONITORING FOR THE PERIOD TO THE END OF SEPTEMBER 2019

DECISION MADE: (CAB 19/20 25619)

On consideration of the report of the Cabinet Member for Resources, Cabinet agreed the following:

General Revenue Fund

It is recommended that Cabinet:

- i) Note the forecast outturn position is broadly break even (net underspend of £0.01M), as outlined in paragraph 4.
- ii) Note the performance of treasury management, and financial outlook in paragraphs 12 to 15 and appendix 1.
- iii) Note the Key Financial Risk Register as detailed in paragraph 18 and appendix 2.
- iv) Note the performance against the financial health indicators detailed in paragraphs 21 and 22 and appendix 3.
- v) Note the performance outlined in the Collection Fund Statement attached at appendix 5 and detailed in paragraphs 24 to 25.

Housing Revenue Account

It is recommended that Cabinet:

- vi) Note the forecast outturn position is an underspend of £1.77M as outlined in paragraph 23 and appendix 4.

41. CAPITAL FINANCIAL MONITORING FOR THE PERIOD QUARTER 2

DECISION MADE: (CAB 19/20 25621)

On consideration of the report of the Cabinet Member for Resources, Cabinet agreed the following:

- (i) Notes the revised General Fund Capital Programme, which totals £190.14M as detailed in paragraph 5, tables 2 and 6, and the associated use of resources in table 7.
- (ii) Notes the revised HRA Capital Programme, which totals £178.26M as detailed in paragraph 5, tables 2 and 6 and the associated use of resources in table 7.
- (iii) Notes that the overall forecast position for 2019/20 at quarter 2 is £120.82M, resulting in a potential underspend of £0.12M, as detailed in table 4, and Appendix 2.
- (iv) Notes that the capital programme remains fully funded up to 2023/24 based on the latest forecast of available resources although the forecast can be subject to change; most notably with regard to the value and timing of anticipated capital receipts and the use of prudent assumptions of future government grants to be received.
- (v) Notes that £47.43M has been added to the programme with approval to spend, with relevant approvals. These additions are detailed Appendix 1.
- (vi) Approves the addition and cumulative spend of £0.65M in 2020/21 and £0.32M in 2021/22, to the Healthier & Safer City programme. As detailed in Appendix 1 and Appendix 4 paragraphs 1 and 4.
- (vii) Approves the addition and cumulative spend of £0.28M in 2020/21, to the Homes & Culture programme. As detailed in Appendix 1 and Appendix 4 paragraph 4.
- (viii) Approves the addition and cumulative spend of £0.23M in 2019/20 and £0.30M in 2020/21, to the Leader programme. As detailed in Appendix 1 and Appendix 4 paragraphs 3-4.
- (ix) Approves the addition and cumulative spend of £0.21M in 2019/20 to the Place & Transport programme. As detailed in Appendix 1 and Appendix 4 paragraph 4.
- (x) Approves the addition and cumulative spend of £0.52M in 2019/20, to the Resources programme. As detailed in Appendix 1 and Appendix 4 paragraph 2.
- (xi) Approves slippage and rephasing as detailed in paragraph 7 and Appendix 3. Noting that the movement has zero net movement over the 5 year programme.

42. BLOCK CONTRACT FOR CHILDREN'S RESIDENTIAL SERVICES FOR LOOKED AFTER CHILDREN

DECISION MADE: (CAB 19/20 25630)

On consideration of the report of the Cabinet Member for Aspiration, Children and Lifelong Learning, Cabinet agreed to delegate authority to the Director of Integration and Quality, following consultation with the Leader of the Council, Cabinet Member for Aspiration, Children and Lifelong Learning and Director of Children's Services, to enter into, following a mini competition, one or two Block Contracts for 3-6 beds with providers on the existing Children's Residential Care Framework.

43. COURT LEET PRESENTMENTS 2019

DECISION MADE: (CAB 19/20 25509)

On consideration of the report of the Leader of the Council, Cabinet agreed the following:

- (i) that the initial officer responses to the Presentments approved by the Court Leet Jury, as set out in Appendix 1, be noted; and
- (ii) that individual Cabinet Members ensure responses are made to Presenters regarding presentments within their portfolios as appropriate and as soon as practically possible.

44. EXCLUSION OF THE PRESS AND PUBLIC - EXEMPT PAPERS INCLUDED IN THE FOLLOWING ITEM

The Chair moved that in accordance with the Council's Constitution, specifically the Access to Information Procedure Rules contained within the Constitution, the press and public be excluded from the meeting in respect of any consideration of the exempt appendix to the following Item.

The appendix was considered to be exempt from general publication based on Category 3 of paragraph 10.4 of the Council's Access to Information Procedure Rules. It was not in the public interest to disclose this because doing so would prejudice the Council's business affairs.

45. IMPLEMENTATION OF MICROSOFT 365

DECISION MADE: (CAB 19/20 25460)

On consideration of the report of the Cabinet Member for Resources, Cabinet agreed the following:

- (i) Agrees to contract with Microsoft for Phase 1 of the Microsoft 365 roll-out at a maximum cost of the amount specified in Appendix 1.
- (ii) Delegates to the Service Director for Digital and Business Operations, following consultation with the Cabinet Member for Resources and the Service Director for Finance and Commercialisation, to award the contract and implement the project.

- (iii) Delegates to the Service Director for Digital and Business Operations to negotiate reductions in the scope of the work required from Microsoft in order to reduce the total cost of the project.
- (iv) Delegates to the Service Director for Digital and Business Operations to recruit or commission additional temporary IT capacity at a maximum cost of £80,000.
- (v) Approves the addition and spend of the amount defined in Appendix 1 in 2019/20 within the Resources portfolio in the capital programme.

46. EXCLUSION OF THE PRESS AND PUBLIC - EXEMPT PAPERS INCLUDED IN THE FOLLOWING ITEM

The Chair moved that in accordance with the Council's Constitution, specifically the Access to Information Procedure Rules contained within the Constitution, the press and public be excluded from the meeting in respect of any consideration of the following Item.

The report is considered to be exempt from general publication based on Categories 3, 5 and 7A of paragraph 10.4 of the Council's Access to Information Procedure Rules. It is not in the public interest to disclose this because doing so would prejudice information that is both commercially sensitive and detrimental to the business affairs of the Council.

47. BUDGET MATTERS - STUDIO 144

DECISION MADE: (CAB 19/20 25760)

On consideration of the report of the Cabinet Member for Resources, Cabinet agreed the recommendations as set out in the confidential report.

Agenda Item 8

DECISION-MAKER:	CABINET		
	BUDGET MATTERS		
DATE OF DECISION:	17 DECEMBER 2019		
REPORT OF:	CABINET MEMBER FOR RESOURCES		
<u>CONTACT DETAILS</u>			
AUTHOR:	Name:	Steve Harrison	Tel: 023 8083 4153
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S151 Officer	Name:	John Harrison	Tel: 023 8083 4897
	E-mail:	john.harrison@southampton.gov.uk	

STATEMENT OF CONFIDENTIALITY	
N/A	
BRIEF SUMMARY	
The purpose of this report is to inform Cabinet of any key changes in the overall General Fund and Housing Revenue Account (HRA) capital programme for the period 2019/20 to 2023/24.	
RECOMMENDATIONS:	
It is recommended that Cabinet:	
(i)	Approves the addition and spend of £1.19M in 2020/21 and £0.40M in 2021/22 to the Place & Transport capital programme. As detailed in paragraph 4.
(ii)	Approves the addition and spend of £1.08M in 2019/20, to the Resources capital programme. As detailed in paragraph 5.
REASONS FOR REPORT RECOMMENDATIONS	
1.	The capital programme is reviewed on a quarterly basis in accordance with the Council's Capital Strategy. The forecast position is reported to the Council Capital Board with any required programme update reported to Cabinet and Council for approval. This report is required to enable schemes in the programme to proceed and to approve additions and changes to the programme.
ALTERNATIVE OPTIONS CONSIDERED AND REJECTED	
2.	Changes to the capital programme are undertaken within the resource constraints imposed on it. No new schemes can be added unless specific additional resources are identified. Alternative options for new capital spending are considered as part of the budget setting process in the light of the funding available and the overall financial position.
DETAIL (Including consultation carried out)	
CONSULTATION	

3.	Service Directors, Service Leads and Project Managers have been consulted in preparing the reasons for any budget changes. Each addition has been subject to the relevant consultation process which reflects the role played by Council Capital Board. The content of this report has been subject to consultation with Finance Officers for each service.
CHANGES TO THE CAPITAL PROGRAMME	
4.	<u>Section 106 Funded Works – (Addition of £1.19M in 2020/21 and £0.40M in 2021/22)</u> Approval is sought for the addition of £1.19M in 2020/21 and £0.40M in 2021/22 to the Place & Transport programme and approval to spend this sum in these years; funded by S106 developer contributions. The allocation of site specific S106 enables schemes to be undertaken in line with planning applications and meet the specific obligations set out in the S106 approvals.
5.	<u>Desktop Refresh (Addition of £1.08M in 2019/20)</u> Approval is sought for the addition of £1.08M in 2019/20 to the resources programme and approval to spend this sum in 2019/20; funded by council resources. £0.44M will be used to fund the wider development of the desktop refresh project replacing devices over 5 years old and £0.64M is required for Phase 2 of the Smart Ways of Working project to upgrade all Civic Centre based users.
RESOURCE IMPLICATIONS	
<u>Capital/Revenue</u>	
6.	This report principally deals with capital and the implications are set out in the main body of the report. The revenue implications arising from borrowing to support the capital programme have been considered and can be accommodated within current revenue budgets.
<u>Property/Other</u>	
7.	There are no specific property implications arising from this report other than the schemes already referred to within the main body of the report.
LEGAL IMPLICATIONS	
<u>Statutory power to undertake proposals in the report:</u>	
8.	Financial reporting is consistent with the Chief Financial Officer's duty to ensure good financial administration within the Council. The Capital Programme update is prepared in accordance with the Local Government Acts 1972 – 2003.
<u>Other Legal Implications:</u>	
9.	None directly, but in preparing this report, the Council has had regard to the Human Rights Act 1998, the Equality Act 2010, the duty to achieve best value and statutory guidance issued associated with that, and other associated legislation.
RISK MANAGEMENT IMPLICATIONS	
10.	None.
POLICY FRAMEWORK IMPLICATIONS	
1.	The update of the Capital Programme forms part of the overall Budget Strategy of the Council and is in line with the Financial Procedure Rules.

KEY DECISION?	Yes/No	
WARDS/COMMUNITIES AFFECTED:	All	
<u>SUPPORTING DOCUMENTATION</u>		
Appendices		
1.		
2.		
Documents In Members' Rooms		
1.		
Equality Impact Assessment		
Do the implications/subject of the report require an Equality and Sa Impact Assessments (ESIA) to be carried out.		Yes/No
Privacy Impact Assessment		
Do the implications/subject of the report require a Privacy Impact Assessment (PIA) to be carried out.		Yes/No
Other Background Documents Equality Impact Assessment and Other Background documents available for inspection at:		
Title of Background Paper(s)	Relevant Paragraph of the Access to Information Procedure Rules / Schedule 12A allowing document to be Exempt/Confidential (if applicable)	

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Agenda Item 9

DECISION-MAKER:	CABINET		
SUBJECT:	SCC SOCIAL HOUSING TENANCY AGREEMENT – PROPOSED AMENDMENTS		
DATE OF DECISION:	17 DECEMBER 2019		
REPORT OF:	CABINET MEMBER FOR HOMES AND CULTURE		
<u>CONTACT DETAILS</u>			
AUTHOR:	Name:	Marie Dakin	Tel: 023 808302364
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Director	Name:	Paul Juan	Tel: 023 8083 2530
	E-mail:	Paul.juan@southampton.gov.uk	

STATEMENT OF CONFIDENTIALITY	
None	
BRIEF SUMMARY	
<p>To present a proposed amended Tenancy Agreement which has been prepared after taking into account all consultation representations and comments. The consultation was carried out with all current Southampton City Council (council) tenants, prospective tenants and residents of Southampton.</p> <p>The council's current Tenancy Agreement has not had any significant update since 2003 and there are a number of clauses which could now benefit from change. The proposed tenancy agreement is modern, fit for purpose, allows better alignment with welfare benefits and clearly sets out both the Council's and tenants' rights and responsibilities.</p> <p>In reviewing the Tenancy Agreement regard has been had to the Tenancy Strategy 2013-2017 and the Housing Strategy 2016-2025.</p>	
RECOMMENDATIONS:	
(i)	That Cabinet note the results of the consultation exercise as detailed in the Members' Room Document.
(ii)	That Cabinet note the summary of the proposed changes to the council's secure tenancy as detailed in Appendix 1.
(iii)	That Cabinet agree to the implementation in April 2020 of the proposed Tenancy Agreement, attached at Appendix 2.
(iv)	That any minor amendments to the text for the tenancy agreement be finalised by the Head of Service following consultation with the Cabinet Member (apart from any amendments to the terms of the tenancy which would need to follow the statutory process.)
(v)	That Members note that this tenancy agreement be kept under regular review in the future and if any major changes are required then these will be brought forward for a decision.

REASONS FOR REPORT RECOMMENDATIONS

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|----|---|
| 1. | It is important that a tenancy agreement is kept up to date in terms of legislative requirements. The council's current Tenancy Agreement has not had any significant update since 2003 and there are a number of clauses which could now benefit from change as detailed in Section 8. |
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ALTERNATIVE OPTIONS CONSIDERED AND REJECTED

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|----|---|
| 2. | <p>Not to make any changes to the Tenancy Agreement.</p> <p>This has been discounted as many of the terms and definitions are no longer in use or out of date. The Tenancy Agreement was last amended in 2003 and there has been legislative changes made since that date. The majority of the consultation representations agreed with the proposed changes.</p> |
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DETAIL (Including consultation carried out)

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|----|---|
| 3. | <p>The consultation took place between 25 July 2019 and 16 October 2019.</p> <p>The following activities were carried out as part of the consultation:</p> <ul style="list-style-type: none">• Letter sent to all council housing tenants to make them aware of the proposals and consultation including a phone number for the Tenant Engagement Team in order to request a copy of a paper questionnaire if required• A link to the consultation questionnaire, current tenancy agreement, draft proposed tenancy agreement, table of proposed changes, letter to residents, frequently asked questions and the Equalities and Safety Impact Assessment were included on the consultation section of the council website (see Appendices)• Articles in Tenants' Link article and Tenants' Link specials.• Promotion in the Southampton City Council e-alert, Your City Your Say.• Promotion on Southampton City Council social media pages and also council housing pages.• The consultation was discussed at the following groups: Block Rep Forum, Supported Housing Forum, Joint Tenants Panel.• There was a notice on the Homebid portal to advise applicants on the Housing Register.• New tenants were made aware of the consultation at the sign up to their new tenancy.• The consultation was promoted to leaseholders in council blocks in their annual statement.• Paper copies of the consultation were left in all libraries, supported housing complexes, and local housing offices.• An e-mail was sent out to all Housing Services Staff to ensure that staff were aware of the proposed changes and were able to answer tenant's enquiries.• E-mails were sent to: all local Tenants Associations; SCC Homebid partners (Housing Associations and registered providers); Citizens Advice Bureau; Age UK.• Five drop-in events were held. |
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	<ul style="list-style-type: none"> • One to one interviews took place where requested. • Translations were made available upon request.
4.	Feedback from the consultation confirms that the majority of respondents agreed with all the proposed changes (Members' Room Document).
5.	<p>In summary we wrote to 16,000 households and the responses received were:</p> <ul style="list-style-type: none"> • 700 calls to phone line • 80 attendees at drop-in events • 363 written responses of which: <ul style="list-style-type: none"> • 347 questionnaire • 16 e-mail and letter • 230 of total responses were from tenants
6	In response to all the proposed changes; agreement ranged from a majority of 60% of all respondents for the changes to the non-rent weeks through to 93% agreement for the proposed changes around domestic abuse in the antisocial behaviour section. None of the proposed changes had a majority that disagreed with the change (Members' Room Document).
7	In addition 79% of respondents agreed that the new proposed tenancy agreement was easy to understand and 53% agreeing that the proposed changes would have a positive impact if implemented.
8.	<p>There are a number of minor changes to the Tenancy Agreement. The main clauses (Appendix 1) identified include:</p> <ul style="list-style-type: none"> • Number of rent payments - currently the annual rent (and other charges are split into 48 weekly payments (49 in a 53 week rent year). This means there are four non-rent weeks each year. We wanted to change this to 52 weekly payments to bring it in line with other council charges and to encourage regular payments; • Garden maintenance – has always been the tenants responsibility. The amendment highlights this responsibility. • Antisocial behaviour – we are introducing stronger clauses to help us deal with antisocial behaviour and to also protect vulnerable tenants and victims of domestic abuse. • Subletting – tenants are not allowed to sublet their council home. Following the change in legislation we have highlighted that tenants can face criminal prosecution if found guilty of tenancy fraud. • Health and Safety – the change includes more details about how tenants can keep safe in their home and communal areas and what they need to do to reduce fire hazards. • Any day tenancy start date – to enable flexibility of start dates in the future.
9.	Members are recommended to read the Proposed Tenancy Agreement – Consultation feedback report in Members' Room Document in full before making their decision.
RESOURCE IMPLICATIONS	
<u>Capital/Revenue</u>	

10.	The implementation of the changes to the Tenancy Agreement will cost £20k which includes the printing of letters, replacement tenancy agreements and the postal costs of writing out to all tenants. These costs will be paid from the Housing Revenue Account (HRA).
11	There will be no further costs for software to the Northgate Housing IT system if the change to 52 weeks is made, but staffing time will be required for the implementation and testing of new processes.
<u>Property/Other</u>	
12.	The properties are all owned by the HRA.
LEGAL IMPLICATIONS	
<u>Statutory power to undertake proposals in the report:</u>	
13.	Section 9 of the Housing Act 1985 (HA 85) gives Local Authorities the power to provide housing accommodation. Section 21 of the HA 85 gives general powers of management of housing accommodation. Section 102 and 103 of the HA 85 give Local Authorities the power to vary the terms of fixed and periodic secure tenancies. The process includes the service of a preliminary notice to vary tenancy terms and a period of consultation prior to any decision to vary the terms of the tenancy (other than variations only involving rent, rates and charges which do not require a preliminary notice)). Once a decision has been made to vary a tenancy a notice of variation needs to be served on all affected tenants giving at least 4 weeks' notice of the variation of the terms before it is effective.
14.	Southampton City Council has a compact agreement with local voluntary agencies which gives a commitment that consultations will be for a minimum of 12 weeks.
15.	Southampton City Council has a published statement of arrangements for consultations pursuant to Section 105 of the HA 1985 which confirms consultations on housing management will be for a minimum of 12 weeks.
<u>Other Legal Implications:</u>	
16.	The Council must have due regard to the Public Sector Equality Duty under the Equality Act 2010 when carrying out any functions, including changing or updating documentation, that may have any effect on any protected persons, in particular the duty to eliminate discrimination, harassment and victimisation and advance equality of opportunity and fostering good relations. Local Authorities also have a duty under the Human Rights Act 1998, when carrying out any function, not to act incompatibly with rights under the European Convention for the Protection of Fundamental Rights and Freedoms
17.	Homes England is the Regulator for Social Housing. The Regulator publishes Regulatory standards that all registered providers of social accommodation must comply with. This includes the tenant standard which states that social landlords must meet all applicable statutory and legal requirements including in relation to the terms of tenancies.
RISK MANAGEMENT IMPLICATIONS	
18.	The risk level is low. The tenancy agreement has not been updated for 16 years and the revision of it will bring all the terms used in the agreement up to date.
POLICY FRAMEWORK IMPLICATIONS	

19.	This is consistent with and not contrary to the Council's policy framework.
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KEY DECISION?	Yes
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WARDS/COMMUNITIES AFFECTED:	All
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<u>SUPPORTING DOCUMENTATION</u>

Appendices

1.	Summary of Recommendations Table for Tenancy Agreement - including summary of feedback
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2.	Draft Tenancy Agreement
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3.	Equality and Safety Impact Assessment (ESIA)
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Documents In Members' Rooms

1.	Consultation Feedback Report – All feedback
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Equality Impact Assessment

Do the implications/subject of the report require an Equality and Safety Impact Assessment (ESIA) to be carried out.	Yes
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Data Protection Impact Assessment

Do the implications/subject of the report require a Data Protection Impact Assessment (DPIA) to be carried out.	No
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Other Background Documents

Other Background documents available for inspection at:

Title of Background Paper(s)	Relevant Paragraph of the Access to Information Procedure Rules / Schedule 12A allowing document to be Exempt/Confidential (if applicable)
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1.	None	
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Recommendations for changes to the Tenancy Agreement

Theme	Section in Tenancy Agreement		Consultation proposal and reason for proposed change	Consultation response and recommendation
	Previous	New		
Welcome pages	Pages 1 - 2	Not included	<p>The welcome pages at the start of the agreement currently give contact details of the housing offices and how to access different services. We are proposing to remove this section.</p> <p>Reason: This information may change over time. The latest information will be available online and tenants are given some information and contact details in other documents at the sign up process. Details of services tenants receive are available online.</p>	<p>Change to be included in Tenancy Agreement.</p> <p><i>Following consultation feedback we will be producing a new more detailed version of the Tenants Handbook.</i></p>
Garden maintenance Page 15	Not included	Page 2	<p>At the start of the Tenancy Agreement, there are the details of the specific tenancy which includes the address, tenant details, start date and property type. Currently this section does not include anything about gardens. We are proposing to add in the following line under the address of the property: 'If there are any gardens attached to the property and they are not communal, these are included as part of the tenancy'.</p> <p>Reason: This section strengthens the wording to ensure that gardens are included as part of the tenancy and property and highlights the requirement for tenants to look after them. This helps to support enforcement action when tenants do not look after their gardens.</p>	<p>Change to be included in Tenancy Agreement.</p> <p><i>Following consultation feedback it was requested that residents would like us to be more specific in relation to the garden maintenance and we have added "and you are responsible for the maintenance of them." Residents also requested further details of the boundaries for properties and these will be made available where required.</i></p>
Tenancy start dates	Page 3	Page 2	<p>Currently tenancies always start on a Monday. We are proposing that tenancies can start on other week days in the future. We will also remove references to Monday start dates elsewhere in the document.</p>	<p>Change to be included in Tenancy Agreement.</p> <p><i>Following consultation feedback we will ensure that we put in place the correct processes to ensure that tenancies can be taken up any day of the week.</i></p>

Appendix 1

Agenda Item 9

Theme	Section in Tenancy Agreement		Consultation proposal and reason for proposed change	Consultation response and recommendation
	Previous	New		
			<p>Reason: This means that tenants can move in any week day which makes it more flexible for them in the future. It also ensures the council does not lose any days of rental income.</p>	
List of service charges	Page 4	Page 3	<p>At the moment, we have a table that lists the different service charges that tenants may pay for. As the services we provide can change, we are proposing to add more spaces onto the table for these to be written in at a later date.</p> <p>Reason: Ensures that the Tenancy Agreement reflects the new service charges implemented and any future changes.</p>	Change to be included in Tenancy Agreement.
Former arrears statement Page 16	Page 5	Not included	<p>Currently, we have a statement within the tenancy agreement that says if tenants have any former arrears from previous tenancies, how much these are, and that they have a repayment agreement in place to pay these. We want to remove this statement from the proposed Tenancy Agreement. We would like to also remove any other references to this statement in the document.</p> <p>Reason: Former tenant arrears will be collected by a different process.</p>	Change to be included in Tenancy Agreement.
Signature	Page 5	Page 23	<p>At the moment tenants sign the Tenancy Agreement within the first few pages of the document. We are proposing to move where tenants sign to the end of the document.</p> <p>Reason: The signature block is moving to the end of the document to ensure new tenants check the whole document before signing as is good practice elsewhere.</p>	Change to be included in Tenancy Agreement.

Theme	Section in Tenancy Agreement		Consultation proposal and reason for proposed change	Consultation response and recommendation
	Previous	New		
Tenants Handbook	Page 5	Not included	<p>Tenants currently sign to confirm that they have received a copy of the Tenants Handbook with their Tenancy Agreement. This handbook has information on services that tenants can access. As this handbook has been available online for some time, we are proposing to remove the reference to it within the Tenancy Agreement.</p> <p>Reason: This information is now available electronically on the council website or printed copies can be made available.</p>	<p>Change to be included in Tenancy Agreement.</p> <p><i>Following consultation feedback the reference in the Tenancy Agreement will be removed and the Tenants Handbook will be reviewed and rewritten.</i></p>
Subletting	1.12 a	1.12 c	<p>Tenants are currently told they are not allowed to sublet the whole of their property. Recently the laws on this have been updated and strengthened. The proposed Tenancy Agreement now includes a new reference to criminal penalties for subletting including criminal prosecution.</p> <p>Reason: This reflects changes to the criminalisation of subletting from the Housing Fraud Act 2013. Tenants can now face criminal prosecution if they sublet their home.</p>	<p>Change to be included in Tenancy Agreement</p> <p><i>Following consultation feedback more information is to be made available on what the guidelines are for tenants when taking in lodgers and what subletting means.</i></p>
Rent accounts	2.1	Not included	<p>The current Tenancy Agreement tells tenants to access their rent account online. The details provided are now out of date and we proposing to remove this reference.</p> <p>Reason: To bring the Tenancy Agreement up to date in relation to rent accounts and this reference is already at the beginning of the agreement.</p>	<p>Change to be included in Tenancy Agreement.</p> <p><i>Following consultation feedback we can confirm that tenants are given information relating to access to their online rent account when they sign the paperwork for their new tenancy.</i></p>
Income based benefits	2.2	2.2	<p>In the current Tenancy Agreement we reference the term "Housing Benefits". To take into account all types of benefit, we are proposing to change this to "income based benefits" throughout the document.</p>	<p>Change to be included in Tenancy Agreement.</p>

Theme	Section in Tenancy Agreement		Consultation proposal and reason for proposed change	Consultation response and recommendation
	Previous	New		
			<p>Reason: This change to language is to reflect implementation of Universal Credit.</p>	
Non rent weeks	2.3	2.3	<p>At the moment, tenants can pay their rent over 48 weeks of the year (49 weeks in a 53 week rent year). This means there are 4 non rent weeks in the year. We are proposing to change to a 52 week rent year (Some years will have a 53 week rent year). The total cost of rent and other charges for the year will be divided by 52 rather than 48.</p> <p>Reason: We would like to do this to make it easier for tenants to understand their rent account. This also makes benefit claims easier to understand as the 52 week rent year aligns to the timescales of Universal Credit.</p>	<p>Change to be included in Tenancy Agreement.</p> <p><i>Following consultation feedback tenants expressed concerns around not being able to make use of the non-rent weeks to save for Christmas. We will therefore provide information in the annual rent letter of recommended ways to save.</i></p>
Allocations policy	2.7 e	2.7 e.	<p>In the current Tenancy Agreement we say that applicants may be excluded from reapplying for housing with us if they have arrears from a previous tenancy. The allocations policy has changed and uses different eligibility criteria and as a result applicants may no longer be eligible rather than completely excluded.</p> <p>Reason: Rewording brings section up to date and aligns to current allocations policy.</p>	Change to be included in Tenancy Agreement.
Health and safety considerations	3.2 d / 3.5 c	3.2 d / 3.5 c	<p>In the current Tenancy Agreement, there are lists of items that tenants must not tamper with or obstruct in both their own property and communal areas. We would like to add the following items to the lists: Sprinkler systems installed in tower blocks; Fire doors, fire equipment and fire escape routes; and that communal areas are not used for swimming pools, trampolines, sheds or similar.</p>	<p>Following the consultation feedback and on further consideration of the Tenancy Agreement as a whole we will include the references to; Sprinkler systems installed in tower blocks; Fire doors, fire equipment and fire escape routes. We will not be including; Using communal areas of land for swimming pools, trampolines, sheds or similar. This is because these items are already covered by point 3.5 b.</p>

Theme	Section in Tenancy Agreement		Consultation proposal and reason for proposed change	Consultation response and recommendation
	Previous	New		
			<p>Reason: To reflect the changes to the buildings and addition of sprinkler systems and to reinforce health and safety requirements, fire regulations and how communal areas are used.</p>	
Use of gardens, yards and balconies.	3.6 a	3.6 a	<p>Within the current Tenancy Agreement, we have a list of instructions on how tenants must look after their gardens, yards and balconies. We would like to add the following to this list to instruct tenants to keep them free from: vermin and pests; and any Japanese knotweed which they must report to us.</p> <p>Reason: This section has been reworded in order to make it clearer what tenant's responsibilities are in relation to their gardens, yards and balconies and to support enforcement action.</p>	<p>Change to be included in Tenancy Agreement.</p> <p><i>Following consultation feedback we will provide information on examples of what are recognised as pests and vermin. We provide tenants with a leaflet giving information on Japanese knotweed.</i></p>
Alterations to property	3.6 d	3.6 d	<p>In the current Tenancy Agreement, tenants are told that they must get our permission before making certain alterations to their home. We are proposing to amend the wording of this slightly to add make it clear that tenants must get our permission 'for any alteration to your home before you undertake this work'. We would also like to add the following to the list: installing floodlights or closed circuit television; building an extension or decking; making structural alterations to walls, roofs and floors; creating openings in internal/external walls; making alterations to drainage systems; blocking up fireplaces; installing, removing or replacing gas fires, cookers or solid fuel appliances; making electrical alterations; replacing kitchens or bathroom; using roof spaces for storage purposes; building ponds. We have also updated the types of</p>	<p>Change to be included in Tenancy Agreement with additional amendments following feedback that the changes were too prescriptive. We have therefore added; this includes but is not limited to and amended the text to the certification you require will be advised when permission is sought from us. We have also added to the list; Laminate or wood-block flooring and satellite dishes from point 5.12 d to ensure that all the permissions are listed at the same point within the Tenancy Agreement.</p>

Theme	Section in Tenancy Agreement		Consultation proposal and reason for proposed change	Consultation response and recommendation
	Previous	New		
			<p>certification required including 'building regulation approval and where appropriate, gas and electric safety certification and in some instances party wall permission'.</p> <p>Reason: This section reinforces which items tenants need to get permission for before considering altering the property and garden. It also emphasises the need to refer to the appropriate health and safety and building regulations.</p>	
Barriers and gates	Not included	3.6 f	<p>In the current Tenancy Agreement we do not mention the use of shared paths or walkways. We would like to add the following phrase in: You must not erect barriers and/or gates across shared access paths or walkways.</p> <p>Reason: Reinforces the requirement for tenants not to erect barriers of any description in communal areas.</p>	Change to be included in Tenancy Agreement.
Antisocial behaviour	4.2 c	4.2 c	<p>In the current Tenancy Agreement there is no specific reference to the possession or use of illegal drugs. We are proposing to add this reference to support any enforcement action we may take.</p> <p>Reason: This section strengthens the wording to ensure that tenants understand that we take this matter seriously. This helps to support enforcement action.</p>	Change to be included in Tenancy Agreement.
Antisocial behaviour	4.2 c	4.2 c	<p>Some of the terminology in the current Tenancy Agreement is out of date. We are proposing to replace the term "arrestable" with "indictable"</p> <p>Reason: To align the wording with current terminology.</p>	Following consultation feedback and a review of the legal terms used we have amended the term "arrestable" with "criminal". This change will be included in the Tenancy Agreement. We will be including a section on 'Definitions of Terms' as part of the new Tenants Handbook.

Theme	Section in Tenancy Agreement		Consultation proposal and reason for proposed change	Consultation response and recommendation
	Previous	New		
Equalities	4.2 d	4.2 d	<p>We are proposing to amend the current list of characteristics to make it consistent with the protected characteristics of the equalities Act 2010. These protected characteristics are: age; disability; gender reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex; sexual orientation.</p> <p>Reason: Updated list to reflect changes and language in Equalities Act 2010.</p>	Change to be included in Tenancy Agreement.
Domestic abuse	4.2 e	4.2 e	<p>In the current Tenancy Agreement there is no reference to domestic abuse. Recently our approach to domestic abuse has become a priority for us as a landlord and we would like to reflect this in the proposed Tenancy Agreement. We are proposing to add that tenants must not perpetrate any domestic abuse which includes harassment, mental, emotional, financial, racist or sexual abuse.</p> <p>Reason: Aligns with the new Domestic Abuse Act 2019 and enables us to explicitly describe behaviours covered within the act enabling us to take action against perpetrators and give immediate support to vulnerable household members. This has also been added to align with the values and commitments of the organisation to tackle these issues.</p>	Change to be included in Tenancy Agreement with the amendment following consultation feedback to include the word 'physical' also.
Antisocial behaviour orders	4.4	4.4	<p>We refer to antisocial behaviour orders within the document. These are no-longer in existence so we are proposing to remove references to them.</p> <p>Reason: Antisocial behaviour orders no longer exist.</p>	Change to be included in Tenancy Agreement.

Theme	Section in Tenancy Agreement		Consultation proposal and reason for proposed change	Consultation response and recommendation
	Previous	New		
Allocations policy regarding antisocial behaviour	4.6	4.6	<p>In the current Tenancy Agreement we say that applicants may be excluded from reapplying for housing with us if they have a previous record of antisocial behaviour. The allocations policy has changed and uses different eligibility criteria and as a result applicants may no longer be eligible rather than completely excluded.</p> <p>Reason: Rewording brings section up to date and aligns with current allocations policy.</p>	Change to be included in Tenancy Agreement.
Electrical inspections	5.1	5.1	<p>The current Tenancy Agreement states that we will do an inspection of the electrical wiring every 10 years. To enable us to carry out checks at any time, we are proposing to remove the number of years.</p> <p>Reason: We are proposing to change this because there have been changes in legislation and regulations in relation to the timescales required for periodic checks.</p>	Change to be included in Tenancy Agreement.
Gas and electrical safety requirements	5.8	5.8	<p>In the current Tenancy Agreement we do not mention gas and electrical certification. We propose to add this in as a requirement of the Tenancy Agreement. Where certification is required for a particular area of maintenance (Gas servicing, electrical etc.) tenants will be responsible for ensuring compliance for their own household appliances.</p> <p>Reason: To ensure equipment in tenants' homes is safe for the health and safety of all tenants.</p>	<p>Change to be included in Tenancy Agreement.</p> <p><i>Following consultation feedback more information is to be made available on the types of certifications tenants may require for their own household appliances.</i></p>
Fences, hedges and boundaries	Not included	5.11	<p>In the current tenancy there is no specific statement that tenants are responsible for maintaining the fence, hedge or other boundary on their property. We are proposing to add this in to the Tenancy Agreement.</p>	Change to be included in Tenancy Agreement.

Theme	Section in Tenancy Agreement		Consultation proposal and reason for proposed change	Consultation response and recommendation
	Previous	New		
			<p>Reason: This highlights and reinforces the tenant's responsibilities for doing this.</p>	<p><i>Following consultation feedback tenants requested further details of the boundaries for properties and these will be made available where required.</i></p>
Unsafe electrical installations	5.11c	5.12c	<p>In emergencies, there is a list of situations where the council will force entry to the property. We are proposing to add 'unsafe electrical installation' as one of the reasons why the council can force entry in an emergency situation.</p> <p>Reason: To keep the property safe.</p>	Change to be included in Tenancy Agreement.
Services maintenance	5.11	5.12a	<p>In the current Tenancy Agreement, we do not specifically say that tenants must ensure we have access to all services for maintenance purposes. For example to maintain your boiler. We would like to add this in.</p> <p>Reason: Reinforce tenant's responsibilities in ensuring that we are able to maintain services to and within the property.</p>	Change to be included in Tenancy Agreement.
Fuel burning appliances	5.13	5.14	<p>In the current Tenancy Agreement there is a list of work we will charge tenants for and must be paid for. To this list, we propose to add the removal of fuel burning appliances if tenants did not ask for permission before installing.</p> <p>Reason: To add more detailed information on what is required and reinforces this requirement relating to fuel burning appliances.</p>	Change to be included in Tenancy Agreement.
Moving out	6	6	<p>We are proposing to change the heading of this section from "moving out" to "ending the tenancy".</p>	Change to be included in Tenancy Agreement.

Theme	Section in Tenancy Agreement		Consultation proposal and reason for proposed change	Consultation response and recommendation
	Previous	New		
			Reason: To make it clearer what this section is about.	
Ending the tenancy	6.1 - 6.3	6.1 - 6.3	We are proposing to amend the wording and added extra detail in this section to make it clearer what the process is for ending the tenancy. This shows the difference between the tenants giving notice and the council giving notice to end the tenancy. Reason: To make the section more detailed.	Change to be included in Tenancy Agreement.
Notice	Not included	6.7	In the current Tenancy Agreement we do not provide details on where a notice may be served to the council from tenants. We are proposing to add in the following: 'Any notice (whether in proceedings or otherwise) may be served on Southampton City Council by sending or delivering to: Southampton City Council, Civic Centre, Southampton, SO14 7LR.' Reason: To ensure we are legally compliant and providing additional information for tenants.	Change to be included in Tenancy Agreement.
Appendix 1	Appendix 1	Not included	The current Tenancy Agreement has Appendix 1 which includes descriptions of antisocial behaviour. We are proposing to remove Appendix 1 and remove references to it from the rest of the document. Reason: This section is outdated and the terms are now redundant.	Change to be included in Tenancy Agreement.
List of definitions	List of definitions	Not included	At the very end of the current Tenancy Agreement, there is a list of definitions. The aim of this section was to provide additional information to tenants. We propose to put the terms online to allow us to update them regularly and keep them relevant.	Change to be included in Tenancy Agreement. <i>Following consultation feedback we will make this information available in the Tenants Handbook.</i>

Theme	Section in Tenancy Agreement		Consultation proposal and reason for proposed change	Consultation response and recommendation
	Previous	New		
			Reason: To ensure terms are up to date.	

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TENANCY AGREEMENT

Welcome to your new home

Southampton City Council would like to welcome you to your new home and neighbourhood. We hope that you will be very happy as a council tenant.

This Tenancy Agreement sets out both your responsibilities as a tenant, and those of the city council.

There are lots of valuable services which you can make use of as a council tenant to make sure you and your family live happily and safely in your home. More detailed information is available from the council's website at southampton.gov.uk/housing

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The Tenancy Agreement

This is a legal contract. It describes the rights and responsibilities of Southampton City Council ('the council') and of you the tenant.

- The address of the property rented in this agreement:

.....
.....

If there are any gardens attached to the property and they are not communal these are included as part of the tenancy and you are responsible for the maintenance of them.

- The name(s) of the tenant(s):

1.
2.

- This weekly secure tenancy starts on

- The type of property:

- Suitable for a dog to be kept: YES / NO (delete as appropriate)

- The maximum number of people allowed to live here:

- The gross weekly rent for the property: £

Basic Rent per week	£
Heating Charge (if applicable)	£
Alarm monitoring charge (if applicable)	£
Support Charge (if applicable)	£
Block Cleaning charge (if applicable)	£
Concierge Charge (if applicable)	£
Digital TV (if applicable)	£
Door Entry (if applicable)	£
Garden/Grounds Maintenance (if applicable)	£
Neighbourhood Warden charge (if applicable)	£
Service Charge (if applicable)	£
Test/Repair Emergency Lighting (if applicable)	£
Water (if applicable)	£
Total weekly rent and charges	£

- The Council lets the property described above subject to the tenancy conditions set out in this agreement. If there is more than one tenant this agreement applies to you jointly.
- Any notice (whether in proceedings or otherwise) may be served on Southampton City Council by sending it or delivering it to:
Southampton City Council, Civic Centre, Southampton, SO14 7LR

1. Secure Tenancy

1.1 This agreement is a legal contract and signing it makes you a secure tenant. This gives you the rights and responsibilities that are the conditions of your tenancy.

1.2 As the tenant you **must** keep to the conditions of this agreement. You are responsible for the conduct and behaviour of friends, relatives, any other people (including children) and pets living in or visiting the property, communal area or locality.

1.3 Your council tenant neighbours have the same rights and responsibilities as you do as a tenant.

1.4 If you are joint tenants each of you is responsible for keeping to this agreement, including paying the rent

1.5 Changes to the conditions of your tenancy:

- If we want to change any conditions of your tenancy we can do so with your agreement or by serving a 'Notice of Variation'.
- If we serve a 'Notice of Variation' we will:
 - ◆ Serve a Preliminary Notice before the actual Notice of Variation is served except where it is a change to the rent or service charge where a preliminary notice is not required see paragraph 2.4
 - ◆ Consult with you on the changes as legally required
 - ◆ Give you 28 days (4 weeks) notice of any changes in the conditions of your tenancy.

1.6 Substantial changes in our housing service to you:

We will consult you if there are any plans for these and give you 28 days (4 weeks) notice in writing before any changes begin.

1.7 Your right to live in the property:

This agreement gives you the right, as a tenant, to live in the property unless there is a legal reason for us to take possession proceedings and the court takes the property away from you by granting us possession. For example:

- You break any of the conditions in this agreement. If you do we will take legal action to force you to meet the conditions, or ask the court for permission to evict you.
- You stop using the property as your only, or main, home.
- You have given false or fraudulent information to get the tenancy.
- We need to carry out redevelopment or major repairs to the property which we cannot do unless you move out.

- There is a legal ground for possession under the Housing Act 1985, the Housing Act 1996 any future law.
- 1.8 If we decide to take possession action you will be served with the appropriate legal notice:
- The notice can be served on the property or on you in person.
 - A notice served on you due to antisocial behaviour can lead to immediate possession action in court.
 - If a notice is served on you for any other reason, possession action in court can begin 28 days (4 weeks) from that date.
- 1.9 If you breach any condition of this agreement we will charge you:
- The costs of taking action against you through the courts.
 - The cost of putting right any breaches of your tenancy agreement.
 - For any repairs or other works to the property, communal area or locality due to that breach. This may be by a Maintenance Recovery Charge.
- 1.10 You must pay any charge we raise against you, including Maintenance Recovery Charge.
- 1.11 Occupation of the property:
- a) You must use the property as your only, or main, home.
 - b) If you do not use the property as your only, or main home, your secure tenancy will end and we will take action to repossess the property.
 - c) If the property has been abandoned by you we can take the property back without going to court.
- 1.12 Subletting:
- a) You must not sublet, even temporarily, the whole of the property. You will immediately lose your secure tenancy and we will take action to repossess the property and/or prosecute you.
 - b) You must get written permission from us if you want to sublet part of the property.
 - c) The Prevention of Social Housing Fraud Act 2013 criminalises the unauthorised subletting of your home and you could be liable.
- 1.13 Assigning your tenancy:
- You can only assign your tenancy in the following ways:
- You are ordered to by the court.
 - To someone who would be able to succeed to the tenancy if you died. You must get our written permission before you assign your tenancy on these grounds. We can refuse you permission but would not do so unreasonably.

- By carrying out a mutual exchange for which you must get our permission.

Succession (passing on your tenancy on your death) is not part of this agreement with you.

1.14 Ending your tenancy. - See [Section 6](#) of this agreement.

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2. Your Rent

2.1 Your rent at the start of your tenancy is shown on the front of this agreement.

2.2 Paying the Rent:

- a) You must pay the rent due for the property on time. It is what we charge you for living in the property. This rent must be paid even if you are waiting for an income related benefits claim to be processed.
- b) You must pay any charges that form part of your rent on time. Examples are heating charges, warden services or support service charges.
 - You must pay these charges even if income related benefits pay the rest of your rent or you are waiting for a claim to be processed.
 - If you have to pay these charges they are shown on your rent account (your local Housing Office can provide information and advice).
- c) If you receive income related benefits you must tell us immediately of any changes which may affect your entitlement.
- d) Any unpaid or delayed rent will be recorded as rent arrears.

2.3 When to pay your rent:

- a) You **must** pay your rent in advance and not in arrears.
- b) We use a 52 week rent year (some years there will be a 53 week financial year)

2.4 Changes in the rent charged:

- a) We can change the amount of your rent and any charges forming part of it in accordance with legal requirements.
- b) We can charge you for any improvement, repair or service provided to the property that comes within government and legal requirements for the calculation of rent. This charge will form part of your rent.
- c) We will give you 28 days (4 weeks) written notice of any change to your rent, including any changes or additions to the charges forming part of your rent. This is called a "Notice of Variation".

2.5 Support Services:

- a) If you live in supported accommodation you must accept the support service provided there. You must pay for this service in a charge that forms part of your rent.
- b) If you do not live in sheltered accommodation, but have been assessed as needing support services, you must accept and pay for this service in a charge that forms part of your rent.

2.6 If you are joint tenants:

- a) Your liability for the rent:
- You are all responsible for paying the due rent and any rent arrears
 - If rent arrears are owed we can take action to recover them from any one of you or all of you.
- b) If any joint tenant leaves:
- The tenant who remains living in the property will be responsible for all the rent due for the property, including any rent arrears already owed.
 - If you are still named as a joint tenant you are liable for payment of rent and rent arrears even if you have moved out.
 - If there are rent arrears on the property any action we take to recover them will be in the names of all the joint tenants.

2.7 Rent arrears recovery:

- a) Being in rent arrears means you are breaking the conditions of your tenancy. We can end your tenancy and repossess your home by taking court action for an order to evict you.
- b) If you are in rent arrears, we will deduct any money we owe you from the arrears amount.
- c) If you apply for an accommodation transfer through us we may not allow this while you have rent arrears.
- d) We are unlikely to find you another permanent home if you are evicted for rent arrears, even if you have children or dependants.
- e) If you leave a tenancy owing us rent arrears then you may in the future be deemed ineligible to join the council's housing waiting list as determined by the council's allocation policy

2.8 Former tenancy arrears:

- a) If you owe rent arrears from a previous tenancy, these must be repaid.
- b) You may pay by instalments as agreed by us or the court.

2.9 Ending your tenancy and moving out:

See [Section 6](#) of this agreement.

3 Use of the property

3.1 If any of the conditions in this section are breached you will, in addition to any other action we take, be charged for the cost of putting them right.

3.2 Condition of the property:

a) You must keep the property:

- In good condition, clean, tidy and decorated.
- Free from anything likely to cause an obstacle to anyone, a fire risk, a health and safety hazard or structural damage.
- Free from pests or vermin and not encourage their presence.

b) You are responsible for decorating the inside of the property:

- If we give you any help with the cost or materials it must only be used for decorating the property.

c) You must not, or permit anyone to, damage, deface, dirty or graffiti on the inside or outside of the property or any provided fixtures and fittings.

d) You must not tamper with, or permit anyone to, damage, disable, deface or graffiti on any of the following at the property:

- Door entry or emergency alarm equipment.
- Smoke or heat detectors.
- Gas, electricity or water supplies or meters
- Sprinkler systems installed in tower blocks
- Fire doors.

e) Our responsibilities for the condition of the property are stated in [Section 5](#) of this agreement - 'Repairs and Improvements'.

3.3 Use of inflammable material, including gas cylinders or bottles:

a) You must not use or store any dangerous, explosive or inflammable material or substance in the property, communal areas, or sheds and storage areas in blocks of flats.

b) You must not use portable oil, paraffin, gas cylinder/bottle cookers or heaters in the property.

c) On safety grounds you must tell us if you use oxygen cylinders and the equipment must be prescribed by a registered medical practitioner.

3.4 Numbers of people allowed to live in the property:

a) The maximum number of people permitted to live in the property is stated on the front of this agreement

b) No room having an open flue gas fire/boiler may be used as a bedroom. It is unsafe and we will disconnect the appliance.

3.5 Condition of any communal areas in blocks of flats and maisonettes:

- a) You must keep the communal areas clean and tidy.
- b) You must keep the communal areas and fire exits free from anything likely to cause an obstacle to anyone, a fire risk, a health and safety hazard or structural damage.
- c) You must not tamper with, obstruct and/or create tripping or fire hazards or permit anyone to, damage, disable, dirty, deface or graffiti on anything of ours, including equipment, in the communal areas. This includes:
 - Door entry or emergency alarm equipment
 - Lifts including the lift doors, machinery and control panels
 - Fire fighting and detection equipment and installations
 - Gas, electricity and water supplies or meters
 - Glass in panels and windows
 - Sheds and storage areas
 - Sprinkler systems
 - Fire doors, fire equipment and fire escape routes
- d) The proper disposal of rubbish and unwanted items is covered in Clause 3.9 – [‘Getting rid of rubbish’](#).
- e) Our responsibilities for the condition of the communal areas are stated in [Section 5](#) of this agreement - ‘Repairs and Improvements’.

3.6 Use of gardens, yards and balconies forming part of the property:

- a) You must keep any gardens, yards and balconies:
 - Tidy with any hard surfaces kept clean
 - Free from vermin and pests
 - Free from anything likely to cause an obstacle to anyone lawfully there, a fire risk, a health and safety hazard or structural damage
 - Free from stored or accumulated rubbish, furniture, household appliances or scrap metal
 - Free from any Japanese knotweed which you must report to us.
- b) Grass must be kept cut and hedges trimmed.
- c) You must not cause any risk to your property or nuisance, annoyance, disturbance or risk to your neighbours by lighting bonfires or by burning non-domestic or hazardous materials.
- d) You must get our permission for any alteration to your home before you undertake this work, This includes but is not limited to:
 - Building a garage, carport, extension, conservatory or similar structure
 - Erect a fence or boundary wall or alter or remove an existing one
 - Plant a hedge or a tree or remove an existing one
 - Install a driveway, hard-standing, paved parking area or decking

- Install floodlights or closed circuit television
- Structural alteration to walls, roofs and floors
- Creating openings in internal/external walls
- Alterations to drainage systems
- Blocking up fireplaces
- Installing, removal/replacement of gas fires/cookers or solid fuel appliances
- Electrical alteration
- Kitchen and bathroom replacement
- Utilising roof spaces for storage purposes
- Ponds
- Satellite dishes
- Laminate or wood-block flooring

We will not unreasonably refuse permission and you must also obtain any necessary legal permissions (e.g. planning permission, building regulation approval and where appropriate, Gas Safe and Accredited Electrical Certification and in some instances party wall permission). The certification you require will be advised when permission is sought from us.

- e) The boundary of the property is determined by us. Our decision is final in the event of any dispute regarding our land or its boundaries.
- f) You must not erect barriers and/or gates across shared access paths or walkways.

3.7 Running a business, working or trading from the property:

- a) You must get our permission **before** you or any other person begin running a business, working or trading from the property. We will not refuse permission unreasonably.
- b) We will not allow the following businesses to be run or operated from the property:
 - Repairing, re-spraying, valeting or trading in motor vehicles, boats, trailers, caravans or similar structures.
 - Shops or wholesale businesses where customers would have to visit the property.
 - Any business or trade likely to cause nuisance or annoyance to other people or damage the property, our land or communal areas.
 - Any business or trade which involves using the property or locality for any illegal or immoral purpose.
 - Any business or trade using controlled substances such as chemicals.
- c) If we do give you permission you **must** also have and maintain any necessary insurance, legal permissions and an appropriate level of public liability insurance.
- d) If any business, trade or work at the property breaches any conditions of this agreement we will withdraw our permission. If we do this it must stop operating.

- e) You, or anyone you are responsible for as the tenant, must not run a business, work or trade from:
- Any communal areas in our blocks of flats or maisonettes.
 - Any of our garage blocks.
 - Any land in the locality of the property (e.g. parking or grassed areas).

3.8 Cars and other vehicles:

(including motor vehicles, caravans, boats and trailers or similar).

Parking:

- a) At the property you must only park on a properly constructed hard-standing, driveway, paved parking area or in a garage. (Clause 3.6 (d) of this agreement covers their construction).
- b) In the areas on our land where we allow parking, or at the property, you must not park any vehicle which is:
 - Large or heavy.
 - Without the required tax
 - In a wrecked, derelict, dangerous or unroadworthy state.
- c) You must not allow any vehicle you are responsible for to be lived in at the property or on our land.
- d) You must not keep any motor vehicle (e.g. motorcycle or moped) inside the property, in any indoor communal area or in sheds in blocks of flats or maisonettes.
- e) You must not park obstructing access:
 - By the emergency services.
 - To other properties in your locality.
- f) You must not, or permit anyone to, park on or move any vehicle across, our forecourts, grassed areas or footpaths.
- g) In parking areas with marked bays you, or anyone you are responsible for, must only park within those bays.
- h) You, or anyone you are responsible for, may only park a caravan, trailer, boat or similar vehicle in our parking areas if there is available space. You must move it to a more suitable location if we ask you to do this. Our decision in respect of parking is final.
- i) You, or anyone you are responsible for, must not park in our disabled parking bays unless you are eligible to do so. You must not obstruct users access to these bays.

Repairs to vehicles:

- j) You, or anyone you are responsible for, must not carry out frequent or major repairs to vehicles at the property or on our land.
- k) You, or anyone you are responsible for, may carry out occasional, minor repairs to vehicles if:
 - It causes no nuisance, disturbance or risk to nearby residents
 - You leave the area clean and tidy with no damage to our property or land

- It does not pollute any drainage or sewage system or the local environment (e.g. improper disposal of oil or paint).
- The work is not part of a business trading or being operated from, the property, communal areas or land in the locality. (Clause 3.7 covers the running of vehicle related businesses).

3.9 Getting rid of rubbish:

- a) You must ensure that rubbish and unwanted items from your property are disposed of in the proper way.
- You must not allow it to build up in the property. (Clause 3.2 covers the condition the property should be kept in).
 - You must not improperly dispose of it on our land, communal areas or in the locality. If you do we will charge you.
- b) In blocks of flats or maisonettes you:
- Must put your rubbish and unwanted items, including furniture, in the areas or containers provided or arrange for their proper disposal elsewhere.
 - Must not leave any rubbish or unwanted items in any communal areas not designated for their collection or storage.
 - Must not block access to fire exits or fire fighting equipment with rubbish or unwanted items.
 - Must not throw anything, or allow anything to fall from, any windows, balconies or communal areas.
- c) If any syringes or needles are used by yourself or anyone living in or visiting the property you must ensure they are disposed of safely and not left where anyone in the locality, our staff or contractors may come into contact with them.

3.10 Dogs and other animals:

a) You can keep the following animals:

- If an animal is not included in clauses 3.10 (b – j below) you may keep it without having to obtain our permission
- However this is on the understanding that you must not break any conditions in this agreement.

b) You must not keep the following animals:

You must not keep any animal which we feel is unsuitable; these animals are:

- Livestock such as poultry, pigs, goats or horses or similar
- All venomous (poisonous) insects and spiders
- All large, poisonous or constrictor snakes or lizards.
- Any animal listed in legislation as:
 - ◆ A dangerous wild animal (e.g. Dangerous Wild Animals Act 1976).
 - ◆ Wildlife that cannot be kept unless it is for scientific or conservation purposes (e.g. Wildlife and Countryside Act 1981).

- ◆ A species prohibited from trade, import or export (e.g. Endangered Species (Import and Export) Act 1976).

Dogs:

- c) This tenancy agreement states on the front page whether a dog can be kept at the property. A dog cannot be kept at a property with communal access.
- d) If the property is stated as not suitable for a dog:
 - You must not keep a dog at the property.
 - You must not allow a dog onto the property or surrounding communal areas even for visits.
- e) Clauses 3.10 (c and d) do not apply to Registered Assistance Dogs.
- f) You must have our written permission from us **before** keeping any dog including Registered Assistance Dogs.
 - You will not be given permission to keep the specific types of dogs restricted by law (e.g. Dangerous Dogs Act 1991) as being bred for fighting or presenting serious danger to the public.
- g) Any written agreement by us allowing you to keep a dog is subject to you:
 - Keeping the dog under proper control
 - Complying with any legislation concerning the keeping and control of dogs
 - Not allowing fouling, excessive barking or other nuisance behaviour
 - Ensuring any garden, yard or balcony is properly fenced, secure and clean.

Permission will be removed if you do not keep to these conditions.

h) Birds:

You **must** have our permission before you keep the following at the property:

- Pigeons or doves
- Birds in an outdoor aviary or similar structure
- Birds of prey

(You will not be given permission for a bird listed in clause 3.10b).

- i) If you are banned from keeping an animal:
If you, or anyone living with you, has been banned by a court from keeping an animal then you must not keep that type of animal at the property for as long as this ban lasts.
- j) Wild animals:
You **must not** do anything to encourage wild (feral) pigeons, rats, mice or grey squirrels onto the property, our land or the locality.

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4. Antisocial behaviour

- 4.1 You are responsible for the behaviour of friends, relatives, other people (including children) and pets living in or visiting the property, communal areas and locality.
- 4.2 You, your family, visitors, or people who live at the property must not behave in an antisocial way or instruct others to do so. This means you must not and must not allow others to:
- a) Do anything which causes a nuisance, annoyance or disturbance to anyone in the locality.
 - b) Do anything which interferes with the peace, comfort, safety or convenience of anyone living in the locality.
 - c) Use the property, communal area or locality for any immoral or illegal purpose or commit a criminal offence there such as possession or use of illegal drugs.
 - d) Harass, verbally abuse, use violence or threaten to do this towards anyone in the locality whether they are living, visiting or working there. This includes doing this because of someone's:
 - age
 - disability
 - gender reassignment
 - marriage and civil partnership
 - pregnancy and maternity
 - race
 - religion or belief
 - sex
 - sexual orientation
 - e) Perpetrate any domestic abuse which includes; harassment, mental, emotional, physical, financial, racist or sexual abuse.
 - f) Use violence or threaten this to our staff, contractors or councillors.
 - g) Do anything which causes nuisance, annoyance, disturbance or harassment to our staff, contractors or councillors.
- 4.3 You must not make false or malicious complaints to us about anyone.
- 4.4 We will take legal action to stop you, your family, visitors or people living at the property behaving in an antisocial way. This includes taking legal action to obtain an injunction or evict you from the property.
- 4.5 We are unlikely to find you another permanent home if you are evicted because of antisocial behaviour, even if you have children or dependants.
- 4.6 If a record of antisocial behaviour is built up during your tenancy, and you cease to be our tenant, you may in the future be deemed ineligible to join the council's housing waiting list as determined by the council's allocation policy.

Our responsibilities:

- a) We will recognise your right to live in your home in the way you choose as long as you, your family, visitors or people living at the property do not break any conditions in this agreement.
- b) We take antisocial behaviour very seriously and where appropriate we will use available legal powers to take action against those causing the problem. Before we can take any action we need appropriate and sufficient evidence.
- c) We will give you help and advice if you report antisocial behaviour.
- d) We will investigate your complaints, keep you informed and take appropriate action to tackle the problem.
- e) We will refer complaints about antisocial behaviour to a mediation service or to other agencies as appropriate.

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5. Repairs and improvements

Our responsibilities:

- 5.1 We will look after the property by keeping in repair and proper working order the:
- Structure and exterior including floors, walls, roof, windows, drains and gutters.
 - Outside decoration.
 - Installations for supplying:
 - Electricity, gas, water and sanitation including the toilet, bath and sink.
 - Room heating and hot water. This includes an annual service of all gas appliances installed and maintained by us and periodic electrical safety checks in accordance with our statutory duty.
- 5.2 We will take reasonable care to keep the communal areas of blocks of flats and maisonettes in repair and fit for use.
- 5.3 We will carry out reported repairs within a reasonable time period:
- When you report a repair we will tell you when we will carry it out by
 - We will decide on the nature of the repair to be carried out.
- 5.4 If you apply to buy the property:
- We will only carry out repairs to maintain essential services and keep the property wind and watertight.
 - If you buy the property our repair responsibilities under this tenancy agreement end.
- 5.5 If the property needs to be empty for major building works, redevelopment or demolition:
- We have the right to take possession
 - We must offer you a suitable alternative property before we take possession
 - If we only need you to move out temporarily you must return to the original property on completion of the work - unless you have our written permission to remain in the other property.

Your responsibilities:

- 5.6 You must report any repairs that we are responsible for, as soon as possible.
- 5.7 You are responsible for everyday, small repairs to and tasks in the property:
- If we have to carry out this type of repair or task we will charge you. This may be by a Maintenance Recovery Charge

- If you are an older or disabled person we may provide help with some of these repairs.
- 5.8 You are responsible for the safe and legal installation, repair and maintenance of your own household equipment (e.g. cooker and washing machine). We will charge you if this equipment causes damage to your or a neighbouring property, requiring us to carry out repairs. Where certification is required for a particular area of maintenance (Gas servicing, electrical etc) you are responsible for ensuring compliance with such requirements.
- 5.9 You are responsible for providing and replacing your household appliances, furniture and personal belongings.
- 5.10 You are responsible for the safe repair and maintenance of any improvements or alterations you have done at the property, unless we have agreed in writing to do this ourselves.
- 5.11 You are responsible for maintaining the fence, hedge or other boundary on your property.
- 5.12 Staff and contractors:
- a) You must allow our staff and contractors to enter the property to access services and carry out maintenance, inspections, repairs, servicing, replacement, improvement works and works to remedy any breaches of this agreement.
 - b) We will give you reasonable notice that we need access. The notice period will vary according to the urgency of the situation.
 - c) In emergencies our staff and contractors can
 - Enter the property without any notice if we feel there is a risk of personal injury or damage to our, or neighbouring, property
 - Force entry to the property even if no-one is home at the time.
 - Examples of these situations include:
 - ◆ The property is in a dangerous structural condition
 - ◆ Gas leaks
 - ◆ Burst pipes or overflowing water damaging the property or neighbouring properties
 - ◆ Unsafe electrical installation.
 - d) You must give us access to service the:
 - Gas supply and any gas appliances installed and maintained by us.
 - Electric supply, wiring and outlets

If you do not give us access we can force entry to the property to do this work.

- e) If you prevent us from entering the property we will charge you for the cost of taking action to ensure we can get in and meet our legal obligations as a landlord.

5.13 You must have our written permission before you carry out any additions, improvements or alterations to the property:

- If you do not we will charge you for the cost of reinstating the property
- If any conditions we set for this are not met our permission will be taken away.
- You must get any other necessary approvals (e.g. planning permission and appropriate public liability insurance) before you do this work.

5.14 We will charge you for, and you must pay for:

- Any work to or at the property, neighbouring properties or communal areas which is due to misuse, neglect, negligence or deliberate damage by you or anyone whose behaviour you, as tenant, are responsible for.
- Any damage to, or anything of ours missing from, the property (including doors, window glass or kitchen units) unless the police issue you with a crime number and it was not done by someone whose behaviour you were responsible for. In certain exceptional circumstances we may agree not to charge you.
- Any damage to, or anything of ours missing from, any council shed included in your tenancy unless the police issue you with a crime number or an incident number and it was not done by someone whose behaviour you were responsible for.
- The removal of fuel burning appliances. The council may not grant permission to install a gas fire, open up an existing fire place to install a wood burning stove or similar or provide an open fire place for use with coal, wood, gas or other combustible material.

5.15 If you are moving out see [Section 6](#) of this agreement.

6. Ending the Tenancy

6.1 Tenant giving notice

If you give notice to end your tenancy:

- a) You must give us a minimum of 4 weeks notice in writing. This notice must be given to your Local Housing Office or sent to the council at Southampton City Council, Civic Centre, Southampton, SO14 7LR .
- b) The number of weeks notice given can be reduced where:
 - You have accepted a transfer through us to move to a property that is ready to move into.
 - We have asked you to move out to allow us to do major works.
- c) If you die whilst you are a tenant we will charge your estate 2 weeks rent.

6.2 Your rent when you end your tenancy and move out:

- a) You must pay the rent up to the end of your notice period.
- b) You must return your keys to us by that date. You will be charged a full weeks rent, for each week until you return your keys.

6.3 Council giving notice

The Council must give you a minimum of 4 weeks written notice or as determined by legislation which will state the date after which proceedings may begin to obtain possession. You will be charged rent or a sum equivalent to rent up to the date you give the council vacant possession.

6.4 Giving us vacant possession of the property:

- When you move out you must give us vacant possession of the property by not leaving anyone living there.
- We will take court action to remove anyone left in the property and you will be charged for the legal costs of this.

6.5 When you move out of the property you must:

- a) Leave the property, including its garden, yard or shed, and our fixtures and fittings.
- b) Return the keys for all the lockable doors and windows.
- c) Ensure no animals are left at the property.
- d) Remove all your belongings (including furniture and carpets) and any rubbish. You can leave items specified in writing at your pre-vacation inspection.
- e) Dispose of any rubbish or unwanted items in the proper way (see Section 3.9 – 'Getting Rid of Rubbish').

- f) Ensure any disconnections of gas, electricity, water supplies or household appliances (e.g. cooker) are done safely, properly and meet legal requirements.
- g) Remove any alterations, improvements or additions to the property for which
 - We have not given permission.
 - You have not met the conditions of our approval.
 - We did not give you permission to leave behind.

That part of the property should also be reinstated to its original condition.

- h) If you do not do any of the above we will charge you for us doing it instead.

In certain exceptional circumstances we may agree not to charge you.

6.6 If you move out of or abandon a property any belongings left behind, including personal effects and furniture, will be disposed of, stored or sold at our discretion and in line with legal requirements.

6.7 Any notice (whether in proceedings or otherwise) may be served on Southampton City Council by sending or delivering to:

Southampton City Council, Civic Centre, Southampton, SO14 7LR

All tenants must sign below after reading this agreement.

Print Name (Tenant full name)

Signature

1.

2.

Date.....

Print Name (Officer)

Signature

.....
Print name

.....
for and on behalf of Southampton
City Council

Date

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Equality and Safety Impact Assessment

The **Public Sector Equality Duty** (Section 149 of the Equality Act) requires public bodies to have due regard to the need to eliminate discrimination, advance equality of opportunity, and foster good relations between different people carrying out their activities.

The Equality Duty supports good decision making – it encourages public bodies to be more efficient and effective by understanding how different people will be affected by their activities, so that their policies and services are appropriate and accessible to all and meet different people’s needs. The Council’s Equality and Safety Impact Assessment (ESIA) includes an assessment of the community safety impact assessment to comply with Section 17 of the Crime and Disorder Act and will enable the Council to better understand the potential impact of proposals and consider mitigating action.

Name or Brief Description of Proposal	Amendments to the Tenancy Agreement
Brief Service Profile (including number of customers)	
<p>Southampton City Council’s Housing Service currently manage 18,000 homes in the city. Of these, 2,000 properties are leasehold properties and the remaining 16,000 are let as tenancies. The majority of these tenancies are let as secure lifetime tenancies, however, there are a small number of flexible/fixed term tenancies. The Housing Service let properties on both social and affordable rent.</p>	
<p>As a social landlord the council has a number of objectives to shape the way in which housing services are delivered. Meeting the greatest possible degree of housing demand is a key objective but to do this in a way which supports individual households, enhances community stability and recognises the difficulties parts of our community face.</p>	
<p>In order to achieve these objectives the council must define a consistent framework which sets out the rights and conditions of Southampton tenants when signing the tenancy agreement. It should also state the council’s responsibilities to the tenants.</p>	
<p>The council aims to:</p> <ul style="list-style-type: none"> • provide affordable housing, for local residents, in housing need; • ensure homes are allocated fairly and efficiently, taking into account the applicant’s individual needs; • make best use of all the available social housing homes; and • give people the opportunity to express preferences about housing accommodation to be allocated to them. 	

Summary of Impact and Issues

The Tenancy Agreement was last changed in April 2003 and therefore does not reflect the council's latest position in terms of regulation and processes. The proposed review/amendments are to ensure that the agreement remains fit for purpose.

Potential Positive Impacts

The Tenancy Agreement has been updated to reflect the current position in terms of responsibilities of Southampton tenants and those of the city council. Changes include:

- Rent - to change the rent payments from a 48 to 52 week financial year. This is to align the rent weeks to the same timescales as other council departments and services. This also includes benefits that some tenants may be eligible for such as Universal Credit. The agreement also reinforces the tenant's responsibility to pay their rent including rent in advance at the start of the tenancy to avoid arrears action and loss of their tenancy.
- Any day start date - the introduction of an any week-day tenancy start date to ensure flexibility for customers when taking up their tenancy. It is also to maximise income for Southampton City Council (tenancies always previously started on a Monday).
- Inclusion of garden and maintenance of this – a stronger clause and identifying this area specifically enables us to enforce action including imposing charges and recovering costs for damage to the property and garden.
- Anti-social behaviour – Stronger clauses will help reduce anti-social behaviour which impacts on tenants who fall into the protected characteristics. An additional element has also been added which specifically refers to domestic abuse within the Tenancy Agreement. This aligns with the Domestic Abuse Act 2019 ensuring that the appropriate action is taken when working with vulnerable tenants and perpetrators.
- Subletting - The Prevention of Social Housing Fraud Act 2013 criminalises the unauthorised subletting of homes and enables us to take stronger measures to recover properties. Inclusion of a reference to prosecution for this offence within the tenancy agreement illustrates the changes and enables us to take enforcement action.
- Health and Safety requirements – addition of fire prevention equipment (i.e. sprinklers) in our blocks has highlighted the need to add further detail. It is also a health and safety requirement to ensure tenants are safe in their homes and communal environment. Giving tenants clearer information and education of their rights and responsibilities can ensure that tenants do not cause fire hazards in their home and communal areas.

The changes to the Tenancy Agreement will allow the council to continue to offer tenancies to the residents of Southampton, ensuring that housing stock is used to its best effect so that homelessness is avoided wherever possible. It will also allow the council to maximise the opportunity for Southampton residents to access housing suitable for their needs.

Responsible Service Manager	Marie Dakin
Date	27.11.19
Approved by Senior Manager	Steve Smith
Date	27.11.19

Potential Impact

Impact Assessment	Details of Impact	Possible Solutions & Mitigating Actions
Age	Potential impact on older and vulnerable tenants in being able to maintain gardens and boundaries.	There is currently a statement at point 5.7 of the tenancy agreement which enables us to offer additional help to older and vulnerable tenants in exceptional circumstances with these tasks.
Disability	Potential impact on tenants with disabilities in being able to maintain gardens and boundaries. Potential impact on tenants understanding the agreement who have visual impairments.	There is currently a statement at point 5.7 of the tenancy agreement which enables us to offer additional help to older and vulnerable tenants in exceptional circumstances with these tasks. To organise for audio copies to be made available for those households identified
Gender	No identified impact	

Impact Assessment	Details of Impact	Possible Solutions & Mitigating Actions
Reassignment		
Marriage and Civil Partnership	No identified impact	
Pregnancy and Maternity	No identified impact	
Race	Potential impact on tenants who may not have English as a first language and who may not understand the agreement.	Copies to be translated for households identified upon request.
Religion or Belief	No identified impact	
Sex	No identified impact	
Sexual Orientation	No identified impact	
Community Safety	Improves safety through education and enforcement of health and safety requirements of fire risk.	
Poverty	Enforcing payment of rent from 48 to 52 weeks may cause problems with budgeting and confusion for residents.	The change to a 52 week rent year does align itself to current benefit and pension payments. The council will give clear information on budgeting, debt and savings advice when advising tenants of the changes to the tenancy agreement with contact details and information on the departments and agencies who can provide support and assistance if tenants have concerns or do not understand the impact of the change. An illustration of the impact on an individual's rent account will also be given as an example.
Health & Wellbeing	No identified impact	
Other Significant Impacts	No identified impact	

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DECISION-MAKER:	CABINET		
SUBJECT:	SOUTHAMPTON LOCAL PLAN - AMENDED TIMETABLE FOR LOCAL DEVELOPMENT SCHEME (LDS)		
DATE OF DECISION:	17 DECEMBER 2019		
REPORT OF:	CABINET MEMBER FOR PLACE AND TRANSPORT		
<u>CONTACT DETAILS</u>			
AUTHOR:	Name:	Amber Trueman	Tel: 023 8083 7597
	E-mail:	amber.trueman@southampton.gov.uk	
Director	Name:	Denise Edghill	Tel: 023 8083 4095
	E-mail:	denise.edghill@southampton.gov.uk	

STATEMENT OF CONFIDENTIALITY	
NOT APPLICABLE.	
BRIEF SUMMARY	
<p>The new Local Plan enables us to take a fresh look at the challenges and opportunities in the city and to update our planning policies to address these and provide the platform to deliver positive growth and sustainability. The Local Plan will ensure that we can deliver the new homes, businesses, jobs, shops and infrastructure the city needs over the coming decades.</p> <p>The timetable for producing development plans has to be published in the Local Development Scheme.</p> <p>This report sets out the amended timetable for producing the new Local Plan for the city. This timetable will replace that set out in the current Local Development Scheme (LDS) (known as ‘Preparing our Development Plans’), which sets out how and when we will prepare the new ‘Southampton City Vision’ Local Plan as well as other essential planning documents. The current Local Development Scheme was approved by Cabinet in July 2019.</p>	
RECOMMENDATIONS:	
	(i) To approve the revised Local Development Scheme (Appendix 4) with the amended Local Plan timetable (Appendix 1).
	(ii) To resolve that the revised Local Development Scheme (Appendix 4) shall take effect from 18/12/2019 and will be published on the Council’s webpages as soon as reasonably possible thereafter.
REASONS FOR REPORT RECOMMENDATIONS	
1.	To ensure that Southampton City Council is providing a clear and accurate timeline for the production of planning documents.
ALTERNATIVE OPTIONS CONSIDERED AND REJECTED	

3.	<ul style="list-style-type: none"> To publish the LDS as approved by Cabinet in July 2019 <p>This is not a credible option as the existing timetable set out in Appendix 2 is out of date due to previous delays being incurred which were not expected. The implication of publishing the LDS with this out of date timetable for the Local Plan preparation is that the Ministry for Housing, Communities and Local Government (MHCLG) will monitor compliance with this timetable and could 'designate' the Council for not complying with the timetable.</p>
DETAIL (Including consultation carried out)	
4.	<p>As the local planning authority, Southampton City Council has a statutory duty to produce a Local Development Scheme (LDS). The LDS must set out the Council's timetable for producing and reviewing its planning documents, which include documents such as the Local Plan. This document must also outline any planning policy documents the Council intends to produce and the timescales for doing so in order for progress to be monitored, for example by the Ministry for Housing, Communities and Local Government.</p> <p>In July 2019 Cabinet approved the updated LDS (Appendix 3) which is known as 'Preparing our Development Plans'. This report now seeks the approval of an updated timetable (Appendix 1) for the preparation of Southampton City Vision, the new Local Plan as the timetable approved in July 2019 is now out of date and inaccurate.</p> <p>The following sets out the material changes between the existing and the proposed timetable:</p> <ul style="list-style-type: none"> Update to dates to account for unforeseen delays experienced in recent months Update to timetable layout in order to make the overall process clearer
RESOURCE IMPLICATIONS	
<u>Revenue</u>	
5.	<p>The cost of the Local Plan will be met from existing resources within the Planning service along with additional funding proposed in the draft Medium Term Financial Strategy for investment in services. The proposed changes to the timetable in the LDS will not have any adverse financial implications on the estimated cost of the Local Plan.</p>
<u>Property/Other</u>	
6.	Not applicable.
LEGAL IMPLICATIONS	
<u>Statutory power to undertake proposals in the report:</u>	
7.	<p>As the Local Planning Authority, Southampton City Council has a statutory duty to produce and maintain a Local Development Scheme, under the Planning and Compulsory Purchase Act 2004. To bring the scheme into effect, the local planning authority must resolve that the scheme is to have effect and in the resolution specify the date from which the scheme is to have effect</p>

<u>Other Legal Implications:</u>	
8.	The production and content of the 'Preparing our Development Plans' is subject to compliance with the duties set out in the Equalities Act 2010 and the Crime & Disorder Act 1998 (s.17). Both the approach to adopting the documents, and the content, must be prepared having regard to the need to eliminate discrimination on the basis of protected characteristics and the need to reduce or eliminate crime & disorder in the local area.
RISK MANAGEMENT IMPLICATIONS	
9.	The risk of Southampton City Council adopting 'Preparing our Development Plans' with an out of date timetable for the Local Plan is that the Ministry for Housing, Communities and Local Government (MHCLG) will monitor compliance with this timetable and could 'designate' the Council for not comply with the timetable.
POLICY FRAMEWORK IMPLICATIONS	
10.	The Local Development Scheme is a statutory document that Southampton City Council is required to produce, in accordance with the Planning and Compulsory Purchase Act 2004.

KEY DECISION?	No
WARDS/COMMUNITIES AFFECTED:	All
<u>SUPPORTING DOCUMENTATION</u>	
Appendices	
1.	Appendix 1 – Proposed Local Plan Timetable.
2.	Appendix 2 – Existing Local Plan Timetable.
3.	Appendix 3 – 'Preparing Our Development Plans' (Approved July 2019)
4.	Appendix 4 – 'Preparing Our Development Plans' (Proposed Version)

Documents In Members' Rooms

1.	N/A
Equality Impact Assessment	
Do the implications/subject of the report require an Equality and Safety Impact Assessment (ESIA) to be carried out.	No
Data Protection Impact Assessment	
Do the implications/subject of the report require a Data Protection Impact Assessment (DPIA) to be carried out.	No
Other Background Documents	
Other Background documents available for inspection at: Not Applicable	
Title of Background Paper(s)	Relevant Paragraph of the Access to Information Procedure Rules /

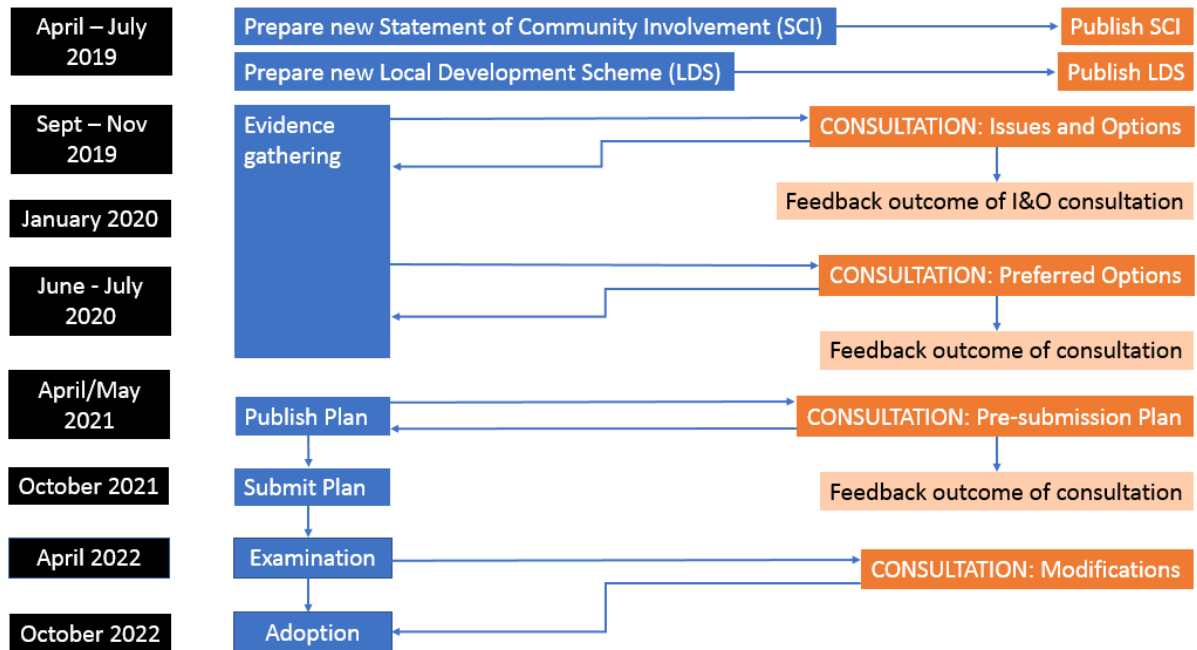
		Schedule 12A allowing document to be Exempt/Confidential (if applicable)
1.	Not Applicable	
2.		

APPENDIX 1 – Southampton City Vision Proposed Local Plan Timetable

December 2019	Publish Statement of Community Involvement (SCI)	
	Publish Local Development Scheme (LDS)	
January – March 2020	Produce Technical Reports for Evidence Base	CONSULTATION: Issues and Options
May 2020		Feedback outcome of consultation
October - November 2020		CONSULTATION: Preferred Options
January 2021		Feedback outcome of consultation
September 2021	Publish Pre-Submission Plan	CONSULTATION: Pre-submission Plan
October 2021	Finalise Evidence Base	
December 2021	Publish and Submit Final Plan	Feedback outcome of consultation
June 2022	Examination by Inspector	CONSULTATION: Modifications
December 2022	Adoption of Plan	

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APPENDIX 2 – Southampton City Vision Existing Local Plan Timetable



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PREPARING OUR DEVELOPMENT PLANS

A Local Development Scheme for Southampton

What is this document?

'Preparing our Development Plans' is a document that sets out how and when Southampton City Council will prepare the new 'Southampton City Vision' and other essential planning documents from 2019 onwards. These documents are referred to by government as Development Plan Documents, or DPDs.

Together, these plans express our vision for the city and form our planning policy framework known as the 'Development Plan'. The purpose of the Development Plan is to guide all planning and development decisions for the area to which it applies.

In light of the above, the objectives of this 'Preparing our Development Plans' document are:

- To meet the requirements of the Planning and Compulsory Purchase Act 2004; the Planning Act 2008; the Localism Act 2011; the National Planning Policy Framework (NPPF) 2019 and the National Planning Policy Guidance (NPPG);
- To accord with the Council's strategy for engagement as set out in the 'Involving you in Planning' document (2019);
- To present a plan that ensures a continued and up to date planning policy framework for Southampton; and
- To be accessible and user friendly for everyone.

Why is this document important for Southampton?

It is Southampton City Council's obligation to produce this document and ensure it is updated regularly. However, as it is required to include details of the proposed Development Plan changes, as well as a timetable for the works, it is also a great starting point for the local community and other interested parties to find out more about the planning of the city and to keep track of progress.

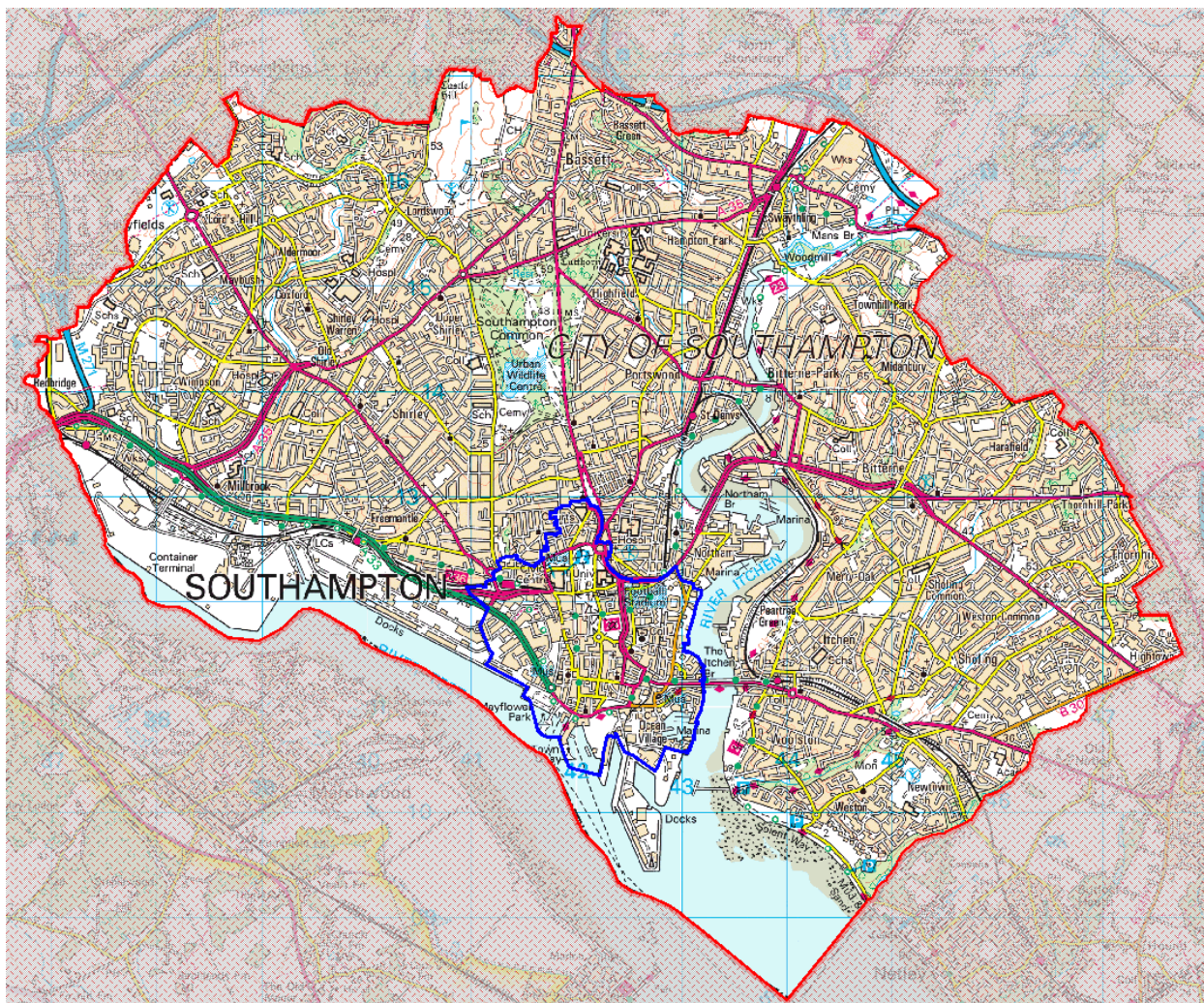
As a focal point in central southern England, and the principal city in south Hampshire, Southampton is an important regional location for growth and the development of new homes; additional employment opportunities; transport connections; and retail, leisure and education facilities. It is also the home of a globally important port, for both cruises and the transport of goods, and is a gateway to the Isle of Wight. It is therefore important that our Development Plan recognises all of the above and allows us to take advantage of opportunities whilst promoting sustainable growth, protecting and enhancing of our natural and historic environment whilst ensuring vibrancy and attractiveness is maintained.

However, planning issues often change over time and policies can sometimes prove ineffective in tackling new problems or aiding us to drive forward change or growth when

new opportunities arise. It is therefore vital to update the Development Plan regularly and to ensure it is relevant to local planning issues. However, the Council also believes it is important to keep this document up to date so that local people, businesses and other interested parties can stay properly informed about why, how and when we plan to make changes.

What is Southampton's Development Plan?

Southampton City Council's Development Plan comprises a series of documents which, as a whole, set out our aspirations for the city, our long-term strategic plans for Southampton as well as a variety of other non-strategic planning policies. These are used to manage all development within the city boundary (see figure 1) and is what our planning officers consider development proposals against to ensure that we, as the planning authority, are making consistent decisions in the best interest of the city.



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Figure 1: Map of Southampton, including city boundary (red) and city centre boundary (blue).

What documents form the existing Development Plan for Southampton?

Southampton's Development Plan currently comprises 6 DPDs as shown in Figure 2. Further details on each of these documents, and the areas they apply to, is provided below.

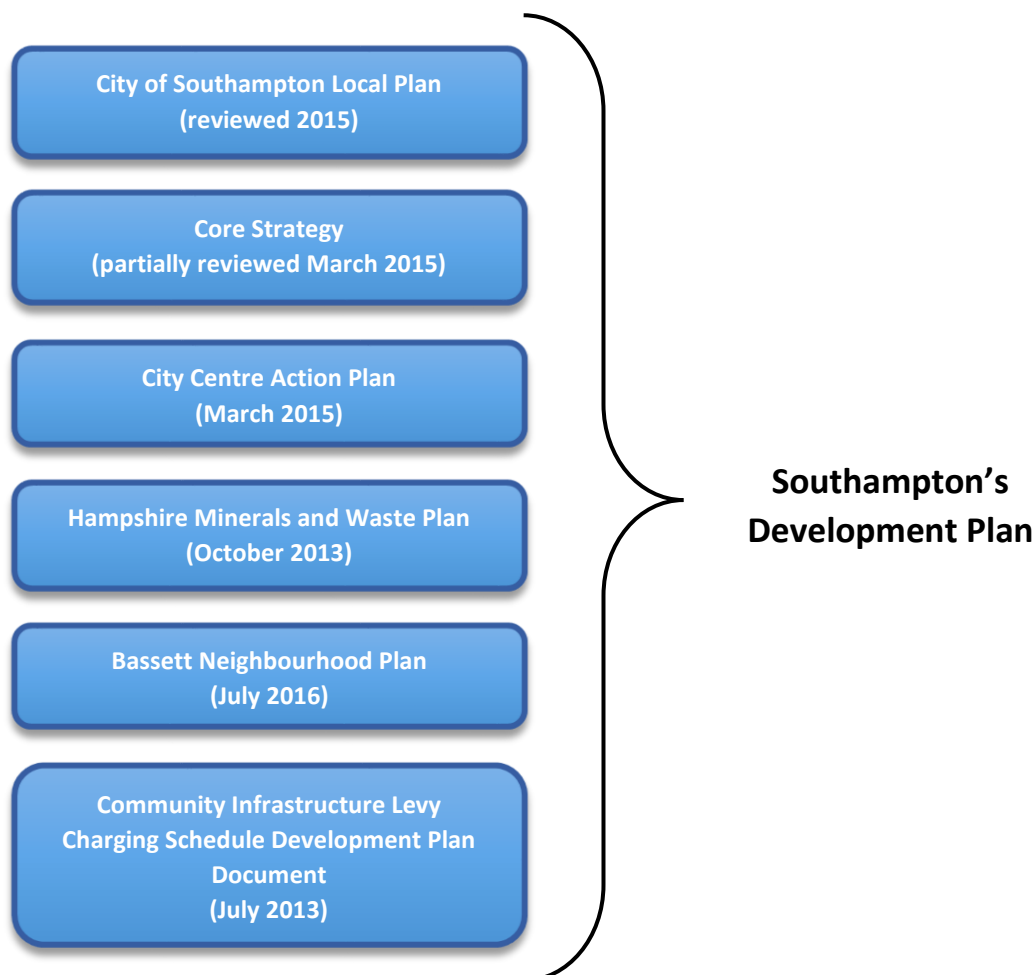


Figure 2: Development Plan Documents that form Southampton's existing Development Plan

City of Southampton Local Plan March 2006 and Review 2015

The original Local Plan was adopted in 2006 to provide a land use framework for entire city. However, the initial documents that informed it (e.g. the City Strategy 1999 and Community Strategy 2003) had become out of date, therefore a review in 2015 updated its policies to ensure the Local Plan was fit for purpose and current use. The Local Plan Review (adopted March 2015) is therefore the latest version of this document and replaces parts of the original plan to align with Southampton's other adopted DPDs (listed below).

Core Strategy 2010 and its Partial Review March 2015

The original Core Strategy provided an overarching vision for Southampton to the year 2026, providing strategic policies for the city's economic development and spatial approach

to planning. The 2015 Partial Review effectively updated the document with three focussed changes that responded to altered priorities, more recent evidence and changing legislation. These were:

- Introduction of the national ‘presumption in favour of sustainable development’;
- A reduction of office and retail targets; and
- Changes to the biodiversity policy

City Centre Action Plan March 2015

This document was based upon the priorities set out in a masterplan undertaken in 2012. With a time horizon to 2026, the City Centre Action Plan (CCAP) has a vision and strategy for the city centre (see Figure 1 for city centre boundary).

The Hampshire Minerals and Waste Local Plan 2013

This plan covers the areas of Portsmouth, Southampton, New Forest National Park and the South Downs National Park. It addresses issues of supply, in terms of producing minerals for the construction industry, and managing mineral extraction in high quality landscapes (e.g. along the River Itchen and the Port of Southampton). However, the rising profile of waste management and recycling is presenting greater challenges to transport routes, noise and pollution (like dust emissions). As such, the plan’s vision is to protect the environment, maintain communities and support the economy.

Bassett Neighbourhood Plan 2016

The Bassett Neighbourhood Plan was adopted by the Council on 20 July 2016, and runs up to 2029. It contains policies that seek to protect the green spaces, trees and the existing character in the ward of Bassett, acting to positively steer development and change in the area. It identifies high, medium and low density areas for housing with an emphasis upon the provision of family homes in response to identified need, managing traffic and controlling the growth of houses in multiple occupation (HMOs).

Community Infrastructure Levy Charging Schedule 2013

Community Infrastructure Levy (CIL) is a standard, non-negotiable charge applicable to developments in the city where there is a net increase of 100 square metres of floor space or the creation of one or more dwellings. This document sets out the criteria for CIL charging in Southampton as well as the charging rates for different types of development.

What changes are proposed for Southampton's Development Plan?

As explained above, and depicted in Figure 2, the current Development Plan for Southampton comprises a series of 6 DPDs. As the Local Plan, Core Strategy and City Centre Action Plan have now become outdated, and we would like to make our Development Plan easier to comprehend and more user-friendly. The Planning Policy Team therefore plans to combine the types of policies covered by these three outdated DPDs into a singular document - the 'City Vision Local Plan' (see Figure 3).

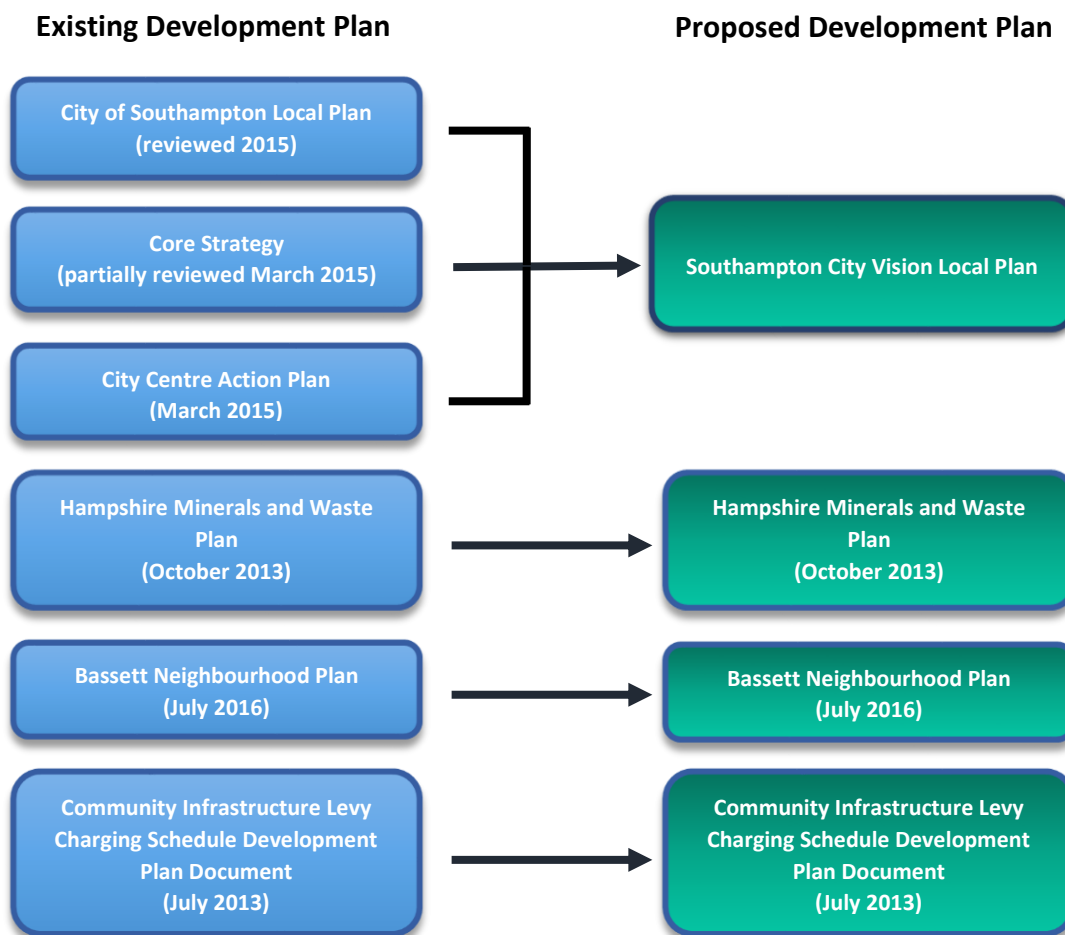


Figure 3: Existing Development Plan vs. Proposed Development Plan

The other documents that form our existing Development Plan, namely the Hampshire Minerals and Waste Plan, Bassett Neighbourhood Plan and CIL Charging Schedule will remain as existing. However, we anticipate that in the future there will be a need to review the Hampshire Minerals and Waste Plan in partnership with our neighbouring Councils, including Hampshire County Council.

The new 'Southampton City Vision' Local Plan

The future development needs of Southampton will be set out in this long term strategy to manage development, protect the environment and promote sustainable communities. It will set out how Southampton's growth needs will be met and will include policies for assessing planning applications and new development proposals across the whole of the city.

The new Local Plan provides us with the opportunity to take a fresh look at challenges and opportunities in the city and to think about where we can update planning policy to tackle or take advantage of certain matters. It will also plan for our continuing growth and ensure that we can deliver the new homes, businesses, jobs, shops and infrastructure the city needs.

Appendix 1 sets out the timetable of milestones in the plan's preparation and final adoption.

How will the Council ensure that the Local Plan milestones are reached effectively and on time?

To deliver the programme as set out in the latest timetable (Appendix 1) it will be important to:

- Produce a sound and robust evidence base;
- Ensure stakeholders and the community are involved in the process, in accordance with the 'Involving you in Planning' document (2019);
- Ensure we deliver legislative requirements (as necessary);
- Allocate sufficient resources (staffing and financial) to carry out the required tasks;
- Review and monitor work undertaken (e.g. through the Annual Monitoring Report); and
- Assess risk, in terms of both mitigation and contingency

The Council will also keep this document, and the relevant planning documents, under regular review, amending its programme of work as necessary to ensure the continuation of sound planning strategies and policies for Southampton.

How will the Council report on the progress of the Development Plan changes?

Southampton City Council Website

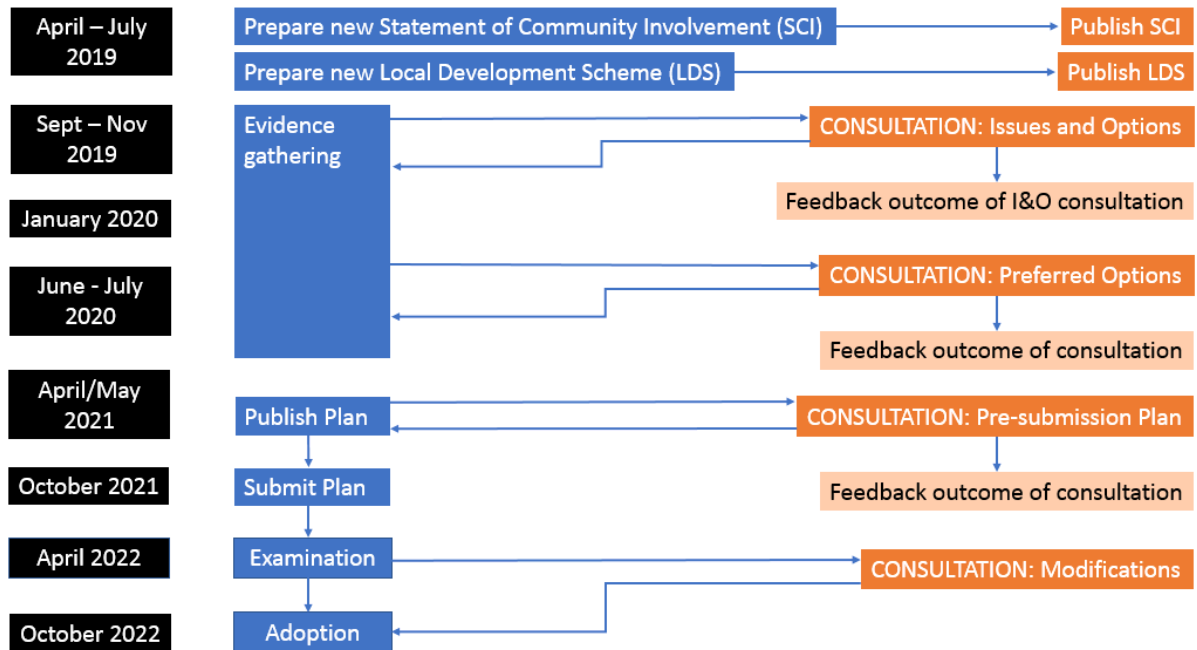
The Planning Policy webpages on the website will be kept up to date throughout the development of any new development plan documents, including those associated with the new Southampton City Vision Local Plan. We will use these pages to communicate our

overall progress, provide information on any consultations or engagement activities that we are undertaking, publish any background documents that will support the plan and to publish the plan itself.

Authority Monitoring Report (AMR)

The AMR is a document required to be produced annually in order to provide monitoring updates on a range of planning matters and measure the effectiveness of our planning policies. In this document we will update on our progress towards any milestones set out in our 'Preparing our Development Plans' document and identify whether or not any of our proposed timescales require adjustment.

APPENDIX 1 – Southampton City Vision Local Plan Timetable



SOUTHAMPTON CITY VISION

PREPARING OUR DEVELOPMENT PLANS

A Local
Development
Scheme for
Southampton



PREPARING OUR DEVELOPMENT PLANS

A Local Development Scheme for Southampton

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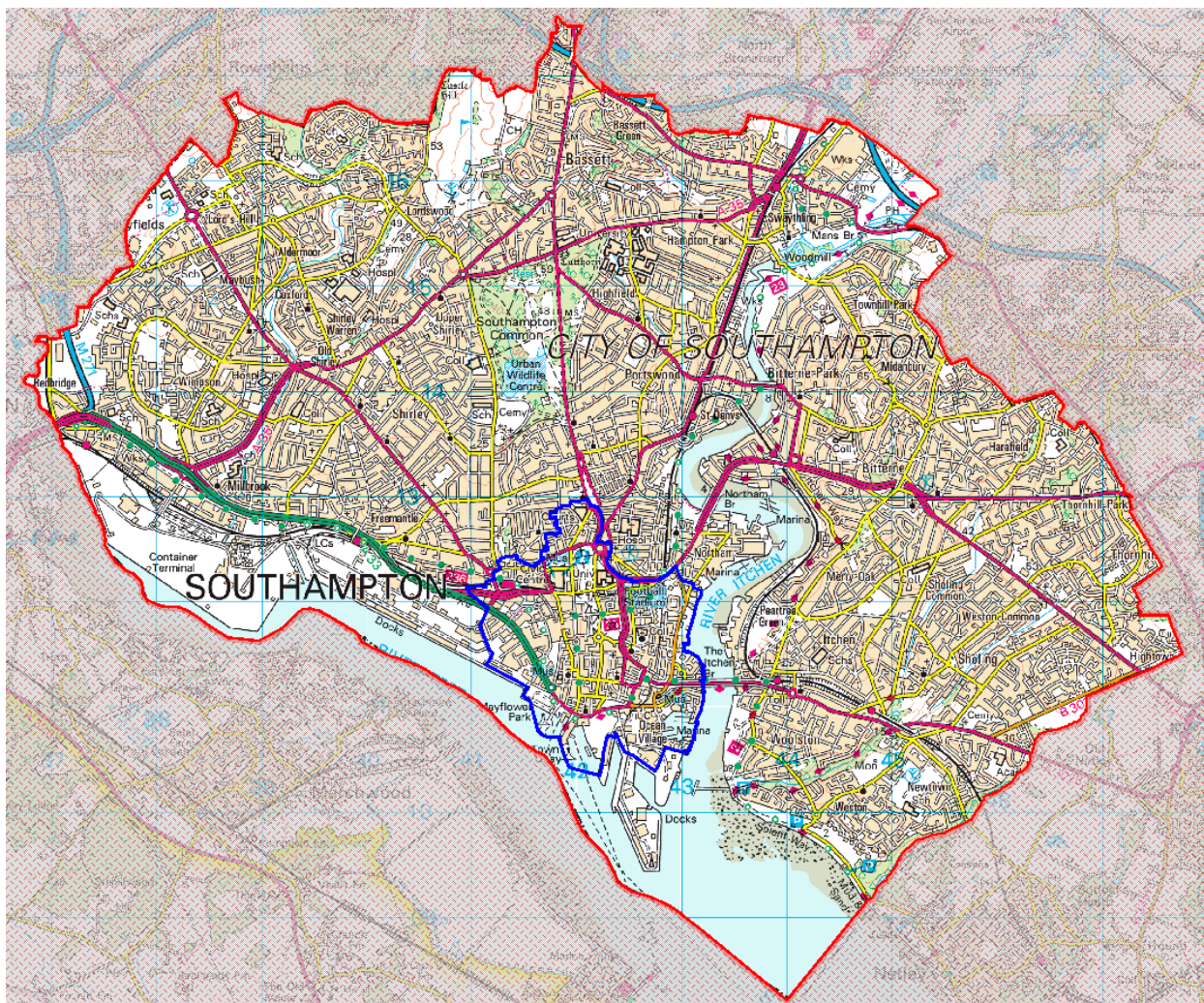
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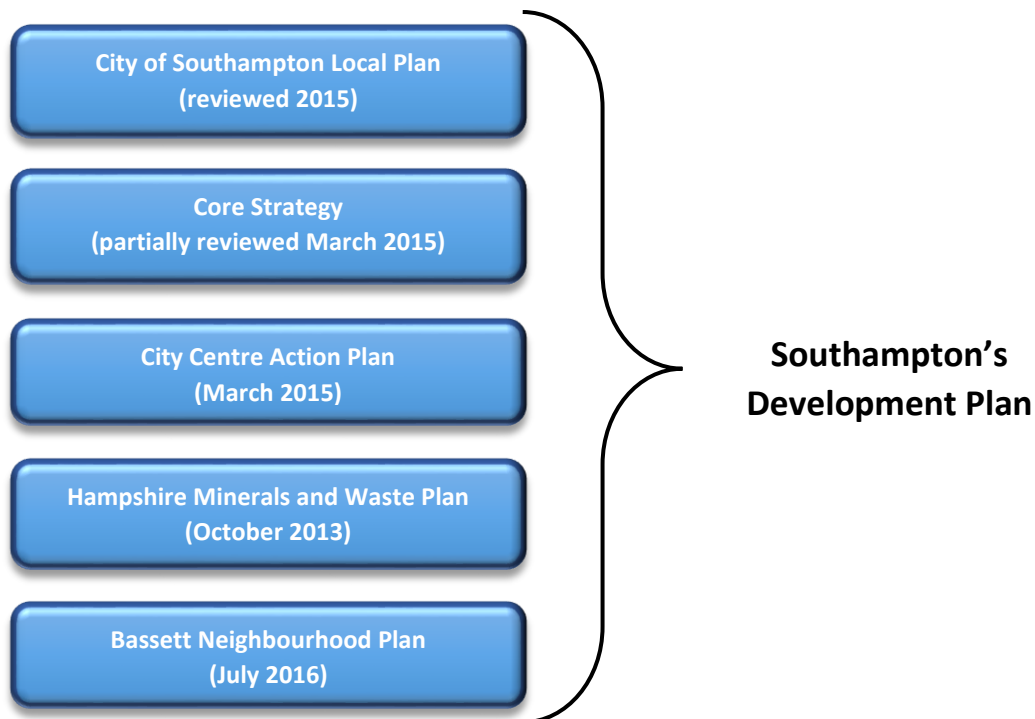


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It is important to note that the above sets out the Council's current plans, but over time the Development Plan may need to change further and more supplementary planning documents may need to be developed in order to assist in the effective management of

development across the city. As aforementioned, as the Council’s plans develop, this document (the LDS) will be updated to communicate these planned changes and the timescales for the production of any new documents.

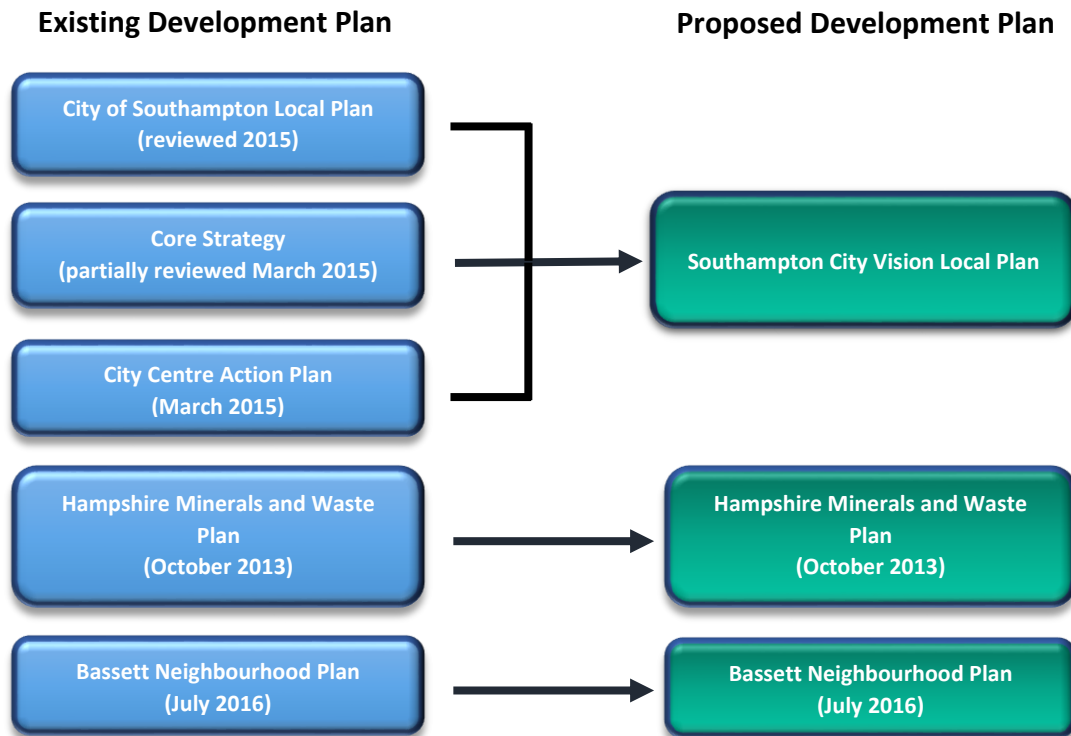


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