



## Agenda

**Notice of a public meeting of                      Community                      Development  
Directorate - Executive Members  
and Corporate Director Meetings**

**To:                      Councillors Mark Crane and Simon Myers.**

**Date:                      Thursday, 23 January 2025**

**Time:                      10.00 am**

**Venue:                      Teams**

Under his delegated decision making powers in the Officers' Delegation Scheme in the Council's Constitution, the Chief Executive Officer has power, in cases of emergency, to take any decision which could be taken by the Council, the Executive or a committee. Following on from the expiry of the Local Authorities and Police and Crime Panels (Coronavirus) (Flexibility of Local Authority and Police and Crime Panel Meetings) (England and Wales) Regulations 2020, which allowed for committee meetings to be held remotely, the County Council resolved at its meeting on 21 July 2021 that, for the present time, in light of the continuing Covid-19 pandemic circumstances, remote live-broadcast committee meetings should continue (as informal meetings of the Committee Members), with any formal decisions required being taken by the Chief Executive Officer under his emergency decision making powers and after consultation with other Officers and Members as appropriate and after taking into account any views of the relevant Committee Members.

The meeting will be available to view once the meeting commences, via the following link - [www.northyorks.gov.uk/livemeetings](http://www.northyorks.gov.uk/livemeetings) Recordings of previous live broadcast meetings are also available there.

### **Business**

#### **Items for decision by the Executive Member for Culture, Arts & Housing**

1. North Yorkshire Council Tenancy Policy (*Pages 3 - 38*)
2. Any Other Items of Business
3. Date of Next Meeting

Barry Khan  
Assistant Chief Executive  
(Legal and Democratic Services)

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Website: [www.northyorks.gov.uk](http://www.northyorks.gov.uk)

County Hall  
Northallerton

Date Not Specified

## North Yorkshire Council

23 January 2025

### North Yorkshire Council Tenancy Policy

#### Report of the Corporate Director Community Development

#### **1.0 PURPOSE OF REPORT**

- 1.1 To seek approval from the Executive Member for Culture, Arts and Housing to adopt the revised Tenancy Policy (Landlord Services) following consultation.

#### **2.0 SUMMARY**

- 2.1 This report highlights the need for the Council to adopt a revised Tenancy policy (Landlord Services). This policy harmonises the three existing policies which remain in operation in the former Harrogate, Richmondshire and Selby council areas. Registered Providers (and which includes North Yorkshire Council) are required by law to meet the expectations set out in the Regulator of Social Housing's consumer standards (Tenancy Standard).
- 2.2 The policy (at Appendix A) has been updated to ensure that we can fulfil the expectations set out in this particular standard.

#### **3.0 BACKGROUND**

- 3.1 The Housing Service includes Landlord Services responsible for the management of the current housing stock and which is primarily located across the Harrogate, Richmond, and Selby, localities. It is necessary to adopt a Tenancy policy to outline our approach to tenancy management, including interventions to sustain tenancies and prevent unnecessary evictions, and tackling tenancy fraud.

#### **4.0 TENANCY POLICY CONSULTATION**

- 4.1 This proposed policy is a revised policy which was initially developed as part of the preparations for Local Government Re-Organisation. It has been refined further still to ensure that it is up to date, reflects current best practice and to provide assurance that we remain compliant with the Regulator of Social Housing's consumer standards.
- 4.2 It has also been subjected to detailed examination by external Counsel who specialise in this area of housing law, and which has helped to provide additional clarity to the revised document.
- 4.3 In accordance with North Yorkshire Councils consultation principles, a public consultation was carried out before this policy was put forward for approval. The consultation ran from 28<sup>th</sup> October to 20<sup>th</sup> December 2024 for a period of 8 weeks. The draft policy was published on the consultation area of the NYC website and respondents were invited to consider both the policy as a whole as well as a number of specific points (Appendix B).
- 4.4 In total we received 7 responses and met with the involved tenant group to discuss the proposals in greater depth. In addition, a report was presented to the Housing & Leisure Overview & Scrutiny Committee at their meeting held on 23 November 2024. Members particularly welcomed the proposal to move away from the use of flexible fixed term tenancies and were equally supportive of the proposals to amend the rights of succession.

4.5 The results of the consultation exercise have been analysed and taken into consideration in the review of the policy and in developing staff training which is scheduled to take place in early 2025.

4.6 Staff training will focus on the communication aspects of the policy to ensure that tenants who contact us to discuss their tenancy will clearly understand what actions will be taken by the Council in response.

## **5.0 CONTRIBUTION TO COUNCIL PRIORITIES**

5.1 The policy contributes principally to the following Council priorities:

- Place and Environment: Communities are supported and work together to improve their local area.
- People: People are free from harm and feel safe and protected.

## **6.0 ALTERNATIVE OPTIONS CONSIDERED**

6.1 As a registered provider of social housing, it is a legal requirement to comply with the Regulator of Social Housing's consumer standards (Tenancy Standard). Specifically, this particular standard states that, 'Registered providers must publish clear and accessible policies that outline their approach to tenancy management.'

6.2 North Yorkshire Council has already self-referred to the Regulator indicating that it is non-compliant with a number of requirements across the consumer standards. Failing to harmonise this policy could create a risk of additional non-compliance and further undermine the organisations' credibility.

## **7.0 FINANCIAL IMPLICATIONS**

7.1 The main financial implications arising from this report relate to changes in working practices as the proposal to adopt fewer tenancies and make the policy clearer to understand and to implement will reduce the associated bureaucracy. It is however difficult at this stage to pinpoint the exact cost savings that would be achieved as a result.

## **8.0 LEGAL IMPLICATIONS**

8.1 As stated above, it is a legal requirement for the Council to have an up-to-date Tenancy policy. Due to the significant complexity of bringing together three quite distinct and highly prescriptive policies, specialist Counsel opinion had to be sought. Their expert opinion has helped us to understand how we can achieve our aims and minimise the risk of any subsequent legal challenge.

8.2 It is also a requirement of the Regulator of Social Housing Transparency, Influence and Accountability standard for a Registered provider, 'to take tenant's views into account in their decision making about how landlord services are delivered and communicate how tenant's views have been considered.'

8.3 Whilst the amount of actual feedback received was disappointingly low, there will be further opportunities to seek collective tenant input when consulting on a revised tenancy agreement.

8.4 It is also good practice and in line with North Yorkshire Councils own consultation principles to consult on a policy which concerns a significant number of its residents (tenants).

## **9.0 EQUALITIES IMPLICATIONS**

9.1 An Equalities Impact Assessment form has been completed and reviewed internally. This was a combined assessment which was undertaken previously alongside the revised Tenancy Strategy. (Appendix C)

## **10.0 CLIMATE CHANGE IMPLICATIONS**

10.1 A climate change impact assessment screening form had been completed previously acknowledging that there are no significant impacts. (Appendix D)

## **11.0 POLICY IMPLICATIONS**

11.1 The revised Tenancy policy will eventually replace the three existing ones and will sit alongside a revised NYC Tenancy Agreement (this will be consulted upon in due course).

11.2 The key policy change at this moment in time will be the cessation of issuing any new flexible tenancies in both the Harrogate and Selby localities. Existing tenants will still continue to benefit from the rights as set out in their current tenancy agreement and new tenants will be issued with a revised version of the introductory tenancy agreement which is used in their particular locality.

## **12.0 RISK MANAGEMENT IMPLICATIONS**

12.1 The Council (in its role as Social Housing Landlord) risks not being compliant with the Regulator of Social Housings' consumer standards if it does not have up to date tenant facing policies.

## **13.0 REASONS FOR RECOMMENDATIONS**

13.1 It is a requirement of the Regulator of Social Housing Transparency, Influence and Accountability standard for a Registered provider, 'to take tenant's views into account in their decision making about how landlord services are delivered and communicate how tenant's views have been considered.'

13.2 It is in accordance with North Yorkshire Councils consultation principles that a public consultation be carried out before this policy is adopted.

## **14.0 RECOMMENDATION(S)**

14.1 It is recommended that approval is given to adopt the revised Tenancy policy (Landlord Services).

## **APPENDICES:**

- Appendix A – NYC Tenancy Policy (Landlord Services)
- Appendix B – Points for consultation
- Appendix C – Equalities Impact Assessment
- Appendix D – Climate Change Screening Form

**BACKGROUND DOCUMENTS:** none

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County Hall  
Northallerton  
23 January 2025

Report Author – Carl Doolan Head of Housing Management & Landlord Services  
Presenter of Report – Andrew Rowe, Assistant Director for Housing

Note: Members are invited to contact the author in advance of the meeting with any detailed queries or questions.

# North Yorkshire Tenancy Policy

## Contents

1. Introduction .....	1
2. Scope of the Policy .....	1
3. Granting of Council Tenancies .....	2
4. Review of Introductory Tenancies .....	2
5. Variations to Tenancies and Termination .....	4
6. Mutual exchange.....	5
7. Legal Assignment and Succession .....	5
8. Tenancy Sustainment.....	7
9. Rents .....	7
10. Anti-Social Behaviour .....	7
11. Tenancy Fraud.....	8
12. Miscellaneous .....	8
13. Complaints .....	8
14. Equality and Diversity .....	8
15. Policy Review .....	9
Glossary.....	10
Appendix A – Tenancy Types .....	11
Appendix B – Introductory Tenancy Review Criteria .....	12
Appendix C – Grounds for Refusal of a Mutual Exchange Application .....	14

## 1. Introduction

- 1.1 The Regulatory Framework for Social Housing in England from April 2012, published by the Homes and Communities Agency (now Homes England) in March 2012, requires the Council to publish clear and accessible policies, which outline their approach to tenancy management in social housing, including interventions to sustain tenancies and prevent unnecessary evictions, and tackling tenancy fraud. The Regulatory Framework specifies what should be included in a tenancy policy.
- 1.2 The Tenancy Policy is written in line with the council's Tenancy Strategy, the objectives of which are:
  - Affordability
  - Sustainability and;
  - Accessibility
- 1.3 The policy sets out our approach to tenancy management, tenancy support and tenancy types offered for council housing tenants and future tenants.
- 1.4 In implementing the policy we comply with the relevant legislation, including, but not exclusively: the Housing Act 1996, the Homelessness Act 2002, the Data Protection Act 2018, the Human Rights Act 1998, the Equality Act 2010 and the Localism Act 2011. We also take due account of Case Law, best practice and government Regulations and Guidelines such as The Charter for Social Housing Residents.

## 2. Scope of the Policy

- 2.1 This Tenancy Policy applies to North Yorkshire Council's own housing stock under Part VI Housing Act 1996 in accordance with the Council's published Allocation Policy. Those people to whom the Council may owe a duty to secure accommodation under the homelessness provisions of Part VII Housing Act 1996 or Homelessness Reduction Act 2017 will be granted non-secure tenancies or licences where they are accommodated in a Council Hostel and are not covered by this policy.

Any reference to the 'Council' means North Yorkshire Council.

- 2.2 The Policy covers the following matters:
  - [The Granting Of Council Tenancies;](#)
  - [The Monitoring And Review Of Introductory Tenancies;](#)
  - [Variations To Tenancies And Termination](#)
  - [Mutual Exchanges](#)
  - [Legal Assignment And Succession Rights](#)
  - [Tenancy Sustainment](#)
  - [Rents](#)
  - [Anti-Social Behaviour](#)
  - [Tenancy Fraud](#)
  - [Complaints](#)
  - [Equality And Diversity](#)



### 3. Granting of Council Tenancies

- 3.1 This policy relates to the allocation of social (Council) housing under Part VI Housing Act 1996 in accordance with the Council's published Allocation Policy.
- 3.2 Those people to whom the Council may owe a duty to secure accommodation under the homelessness provisions of Part VII Housing Act 1996 or Homelessness Reduction Act 2017 will be granted non-secure tenancies or licences where they are accommodated in Council owned dwellings including hostels and any which may be designated specifically for rough sleepers. Offers of non-secure accommodation are not allocations under Part VI Housing Act 1996.

#### Joint Tenancies

- 3.3 An applicant can make an application for a joint tenancy with their spouse or civil partner (this includes cohabiting partners in a long-term committed relationship who have resided together for at least 12 months) provided that they are eligible and meet the qualification criteria set out in the Council's Allocation Policy.
- 3.4 The Council may also permit joint applications or grant joint tenancies with other persons. Any request for such a tenancy will be considered depending on the individual circumstances of the case.

#### Tenancy Types Offered

- 3.5 A summary of the types of tenancy offered by the council is included at [Appendix A](#)

#### 3.6 **Introductory tenancies will be offered to all New Council Tenants**

North Yorkshire Council operates an Introductory Tenancy Scheme, under the Housing Act 1996. Under s.124 Housing Act 1996, in general, all new tenancies granted by the Council will automatically be introductory tenancies.

- 3.7 All new council tenants will be offered an introductory tenancy for the trial period of 1 year, with the potential to extend the trial period by a further six months. The tenancy will continue to be an introductory tenancy during the trial period.
- 3.8 New council tenants are those people who will have received an offer of an allocation of housing under Part VI Housing 1996 under the council's Allocation Policy but are not already secure tenants of a Council or assured tenants of a Registered Provider.
- 3.9 At the end of the Introductory Tenancy, subject to review, a secure lifetime tenancy will be offered.

### 4. Review of Introductory Tenancies

- 4.1 All new Council tenancies are automatically introductory tenancies for the first 12 months of the tenancy (the introductory trial period). During this period, the tenancy does not have the same protection as a secure tenancy. The tenancy can be terminated, by order of the court, on the mandatory ground under s.127 Housing Act 1996, subject to service of notice, and the tenant's right to review.
- 4.2 The Council will use the introductory tenancy trial period to carefully assess the suitability of introductory tenants. If successful, the tenant will be offered a lifetime secure tenancy.

## APPENDIX A

- 4.3 If this introductory trial period is not satisfactorily completed, the Council:
- can extend the introductory trial period by up to 6 months (in extending the introductory period, the Council is not providing any security of tenure);
  - or seek possession upon the mandatory basis at any time before the end of the introductory trial period or extended introductory trial period.
- 4.4 If no action is taken to terminate the tenancy within the introductory trial period or extended introductory trial period, then the tenancy will automatically become a secure tenancy in accordance with the agreement.

### Monitoring Introductory Tenancies

- 4.5 The Council requires introductory tenants to positively demonstrate, by their conduct during the introductory trial period, that they are suitable recipients of a secure tenancy. This means the Council expects Introductory Tenants to wholly comply with all the tenancy terms during the introductory trial period.
- 4.6 Any problems or potential problems with compliance with the tenancy terms and conditions will be investigated by the council and brought to the Tenant(s) attention at the earliest opportunity, recorded on the housing management file and the Tenant will be reminded of their obligation to comply with their tenancy agreement and the potential consequences of not doing so.
- 4.7 At least 3 months prior to the end of the introductory trial period, a formal introductory tenancy review should be completed.
- 4.8 If, because of monitoring at any point during the introductory trial period, the Tenant(s) has failed to wholly or substantially comply with all the tenancy terms, then the Council should either:
- Extend the trial period by 6 months; or
  - Serve a Notice of Proceedings of Possession
- 4.9 Whatever the decision, the tenant will be informed of their right to a review and of the appeals process.

### Monitoring and Review of Extended Introductory Period

- 4.10 Where the introductory trial period has been extended, the council will continue to monitor the Introductory Tenant(s) compliance with their tenancy agreement for the remainder of the extended introductory trial period.
- 4.11 At least 3 months prior to the end of the extended introductory trial period, a further review will be undertaken as to whether to allow the tenant to progress to a secure tenancy or whether a Notice of Proceedings of Possession should be considered to terminate the tenancy. The decision to take action to terminate the tenancy must be proportionate to the circumstances of the case.

### Notification of Review Decision and Right to Review

- 4.12 The Tenant(s) will be notified in writing of the outcome of the decision on the review, and whether:
- (a) the tenancy will be terminated; or
  - (b) the tenancy will be extended for 6 months and reviewed again (a tenancy may only be extended once); or
  - (c) the tenancy will become a secure tenancy at the end of the introductory trial period.

### Successful Completion of Introductory Tenancy Period

- 4.13 On the successful completion of the initial or extended trial period (that is, without a Notice of Proceedings for Possession having been served), the tenant will automatically become a secure tenant according to the original offer of tenancy.

## 5. Variations to Tenancies and Termination

### Termination by the tenant

- 5.1 A tenant may end their tenancy at any time by giving the Council at least four weeks written notice. There is no particular form of notice required and notice may be given by letter, but it must be clear that the tenant's intention is to end the tenancy.

Whatever form of notice is used it must state the date the tenancy will end and give 4 weeks clear notice from the date of receipt by the Council.

- 5.2 Failure to give proper notice will leave the tenant responsible for rent and other charges.
- 5.3 In the case of a joint periodic tenancy, either tenant can end the whole tenancy, without the consent of the other. The Council may, in its absolute discretion grant a replacement tenancy to the remaining sole tenant, taking into account all the circumstances of the case.
- 5.4 In respect of any residual flexible tenancies, then 4 weeks' notice must be given in writing by both tenants and in accordance with any tenancy terms.
- 5.5 The Council may, at its discretion, accept a shorter period of notice than 4 weeks. In this case, to ensure certainty, the Council should write to the tenant accepting the short notice. This would be treated as a surrender of the tenancy.
- 5.6 Tenants will be required to make good any damage and must allow the Council to inspect the property before they leave. In default, the Council will carry out any repairs and may re-charge these to the former tenant. In these circumstances a surrender of the tenancy would not be accepted.
- 5.7 At the end of the four weeks' notice period, tenants must vacate their home and hand all keys back in accordance with the tenancy agreement and handbook. All rent due must be paid. All family members, occupants and pets must also leave the property at this time. Where unauthorised occupants are left in occupation legal proceedings will commence for vacant possession of the property.

### Termination by the Council

- 5.8 The Council may commence termination of secure tenancies at any time by seeking possession upon any of the statutory grounds set out in the Housing Act 1985 from time to time. This includes the mandatory ground for possession on the grounds of ASB in s.84A Housing Act 1985.
- 5.9 The Council may also terminate a tenancy by Notice to Quit upon the death of the tenant where there is no statutory or contractual successor. In some situations, this may require the Council to apply to the Office of The Public Trustee.
- 5.10 The Council may also terminate a tenancy which ceases to be secure, for example by reason of the tenant condition not being satisfied (e.g. where the tenant has ceased to occupy the property as his only or principal home or has sub-let or parted with occupation of the property).
- 5.11 The Council may also commence the termination of tenancies for the purpose of demolition, redevelopment, repair or improvement or in accordance with the Council's policies and procedures.

## 6. Mutual exchange

- 6.1 This section sets out the policy relating to mutual exchanges under Section 92 of the Housing Act 1985 (dealing with assignments), and requests for transfer under s.158 Localism Act 1996. Introductory tenants are not able to request mutual exchange.
- 6.2 Homeswapper and similar sites enable existing social housing tenants (this means tenants of councils and housing associations) the opportunity to swap their home with another, often called 'mutual exchanges', once they have the permission of all landlords involved.

### Responding to Requests for Mutual Exchange

- 6.3 The Council will respond to mutual exchange applications within 42 days of the application, or the Council cannot rely on the grounds for refusal set out in Schedule 3 of the Act.
- 6.4 The Council will only refuse a request for a mutual exchange for a limited number of reasons, which are defined by law (The Housing Act 1985 and the Housing Act 2004) (included at Appendix C).

Additionally, further conditions could be appended to exchange agreements where the following are true:

- the exchange will result in under-occupation
  - where there are rent arrears or other breaches of tenancy (e.g. ASB) until the arrears are cleared or the ASB issues resolved
  - where the property to be vacated has not been kept in a good condition
- 6.5 If the Council refuse consent for a mutual exchange, the Council will give the full reasons for this. There is a right of review against this decision.

### Grant of Tenancy by Mutual Exchange

- 6.6 A mutual exchange operates by assignment of the tenancy under s.92 Housing Act 1985. It is the tenancy to which secure status under Pt. 4 Housing Act 1985 attaches, although that status as a successor travels with the individual under s.88(3) Housing Act 1985.
- 6.7 Accordingly, in most cases, new tenants by way of mutual exchange do not need to sign a new tenancy agreement as they will automatically become tenants under the original tenancy (see Assignment below). The new tenant's full details should however be obtained for the Council's records.

## 7. Legal Assignment and Succession

### Assignment

- 7.1 An assignment is where a tenancy is transferred to another person. The incoming tenant (assignee) 'steps into the shoes' of the outgoing tenant (assignor) and occupies under the same terms, taking on the rights and responsibilities of the tenancy.
- 7.2 Section 91 of the Housing Act 1985 allows assignment under the following three grounds:
- Assignment by way of exchange (mutual exchange)
  - Assignment to someone who would be qualified to succeed the tenant on the tenant's death
  - Where a court makes a Property Transfer Order in connection with matrimonial proceedings or civil partnership proceedings, or proceedings under the Children Act 1989.

## APPENDIX A

- 7.3 Introductory and secure tenants have the right to assign the tenancy to a person who has a statutory right of succession to the tenancy.
- 7.4 The Council must be satisfied that the assignee would be entitled to succeed to the tenancy upon the tenant's death. An assignment of a tenancy will count as succession to the tenancy and so no further succession rights will arise after the assignment of a tenancy.

Joint tenants cannot assign to one another.

### Succession

- 7.5 There can only ever be one statutory succession to a council tenancy.
- 7.6 In all joint tenancy cases, the surviving tenant of that joint tenancy will automatically take over that tenancy, but no-one else will be able to succeed when that person dies.
- 7.7 The Localism Act 2011 allowed local authorities to limit the rights of succession to spouse/civil partner (and those living as partners or spouses) only, for tenancies commencing on or after 1 April 2012. For those tenancies which commenced prior to 1 April 2012, if there is no surviving spouse or civil partner, statutory succession rights are extended to a family member who may be able to demonstrate that they had been living at the home for at least a year before the tenant's death.
- 7.8 The type of succession rights that a tenant of the council will have will depend on when their tenancy agreement was signed, either before 1 April 2012 or after that date.
- 7.9 In addition to the date when the tenancy agreement was signed, for those council tenants who commenced their tenancies with Selby District Council, Harrogate Borough Council or Richmond District Council, their succession rights will vary according to the provisions within those tenancy agreements.
- 7.10 Any other tenants of the council will have statutory succession rights only as was envisaged by the Localism Act 2011 and in accordance with the rights which have been operating since 1 April 2012 (as mentioned in paragraph 7.7 above) provided that that person resided with the deceased tenant at the deceased tenant's home for at 12 months prior to the deceased tenant's death, and subject to a move to alternative accommodation should the succession result in an under occupation of the premises.)
- 7.11 Where the right of succession does not arise, the council retains a discretion in certain circumstances to grant a new tenancy to a close family member (as defined in the North Yorkshire Council's Allocations Policy) provided that that person resided with the deceased tenant at the deceased tenant's home for at 12 months prior to the deceased tenant's death, and subject to a move to alternative accommodation should the succession result in an under occupation of the premises.) That discretion will be exercised in accordance with the eligibility and qualification criteria set out in the North Yorkshire Council's Allocations Policy.

## 8. Tenancy Sustainment

- 8.1 The Council has over 8300 social rented properties and is committed to ensuring that tenants are well informed about their rights, responsibilities and how to access services. A wide range of information will be available to them.
- 8.2 The Council will, through its Tenant Involvement Strategy, keep tenants informed of the issues which affect them and their homes and communities, and the Council will work to ensure residents have a proper say in decision making.
- 8.3 The Council will support tenants to sustain their tenancies; this includes working closely with support workers where appropriate and assisting tenants to manage their finances.
- 8.4 The Council recognises that tenants can become vulnerable at any point in their tenancy for a number of reasons such as illness, age or financial difficulties and where we are made aware of difficulties we will, as a responsible landlord, provide appropriate support.
- 8.5 Ending a social housing tenancy and seeking possession for a breach of tenancy conditions is always a last resort and is only ever considered after all available support has been offered but has been declined or failed. Even once possession is being pursued, support will continue to be offered and throughout any possession proceedings, tenants will be clearly advised of the seriousness of the situation and of their legal rights

## 9. Rents

### Social Rents

- 9.1 Most of our properties will be rented at ordinary social rent levels. This is calculated using the value of the property and the average earnings in the area. The Council agrees rent increases each year that usually follow the Government's rental policy statement. Some homes also attract service charges in relation to various services that occupiers would usually have to provide or pay for themselves, e.g. heating, caretaking, communal area cleaning and window cleaning. These service charges will be set annually, based on actual costs.

### Affordable Rents

- 9.2 The Council intends to develop new homes either to replace homes that are no longer sustainable, or to increase opportunities to help more people in housing need. In line with the national "Affordable Rent" model, these homes may be charged at rents (including any service charges) that are up to 80% of the open market rent in the area but will not be above the maximum level applicable for housing benefit. In practice, affordable rents will be set at a level affordable to local people, where 'affordable' means that no more than 40% of income should be spent on housing costs.

## 10. Anti-Social Behaviour

- 10.1 'Anti-social behaviour' is a broad term for describing different types of behaviour but for the purposes of this policy we mean behaviour that:
- is capable of causing a nuisance or annoyance to any person; and
  - which directly or indirectly relates to or affects the landlord's housing management functions; or
  - conduct which consists of, or involves using or threatening to use, housing accommodation owned or managed by the landlord for an unlawful purpose.

## APPENDIX A

- 10.2 We expect our tenants to behave responsibly and with consideration and not to commit or allow their family, household members, visitors or pets to commit acts of ASB. This includes harassment, noise nuisance, annoyance or disturbance, whether to other residents, their visitors or other people in the area including council employees and contractors working on our behalf. These expectations are clearly set out in the tenancy agreement and are fully explained to all new tenants at sign-up.

North Yorkshire Council will take action against tenants in cases of anti-social behaviour.

### 11. Tenancy Fraud

- 11.1 We will not tolerate fraud which allows applicants for social housing to prioritise themselves unfairly over other applicants and we will stipulate this within our revised tenancy agreement.
- 11.2 Tenancy fraud includes, but is not restricted to, incorrect or false information being provided on an application for housing, or where a succession has been requested. Action may include loss of the home, in which case an application as homeless may be turned down following assessment as the loss may be deemed to be intentional.

### 12. Miscellaneous

- 12.1 **Management Transfer of properties** The Council may need to undertake major works to a property, in which case may require the tenant to move to an alternative property. If this does happen this may affect the tenants' right of succession and assignment.
- 12.2 **Property Condition** The Council will ensure that its properties are maintained to good state of repair and are fit for human habitation.

### 13. Complaints

- 13.1 The Council will deal with all tenancy related complaints in accordance with the Housing Ombudsman's Code for Complaint Handling.
- 13.2 The Council will regularly report on its complaints performance and publish any outcomes and lessons learnt in correspondence with tenants and its annual report.
- 13.3 Tenants will regularly be reminded of the complaints procedure and signposted to the various means of complaining, as well as being provided with details of the Housing Ombudsman's Code for Complaint Handling and the Ombudsman's contact details.

### 14. Equality and Diversity

- 14.1 **Accessibility** – we are committed to ensuring that our services, policies and properties are accessible to all. Our reasonable adjustments policy means that we will take any reasonable steps to ensure that those who require additional support to contact us can do so easily. We will regularly collect and monitor equalities information, to ensure that no one will be treated any less favourably than anyone else because of age, disability, gender reassignment, marital status and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.
- 14.2 **Adaptations** – we are committed to ensuring that tenants are allocated homes which meet their needs but that, thereafter, should their needs change, the Council will provide assistance in terms of housing adaptations and/or transfers to suitable properties.

## 15. Policy Review

- 15.1 This Tenancy Policy will be subject to regular review and any changes will be agreed with the relevant Executive Member. Any significant changes will be consulted on, and an impact assessment completed.

DRAFT



## Glossary

<b>Assignment</b>	This is passing on a tenancy to someone else. This can only be done with our written permission and usually only to someone with a right of succession. The only exceptions are if a court orders an assignment because of a relationship breakdown or if tenants, or if tenants are exchanging their homes (mutual exchange).
<b>North Yorkshire Allocation Policy</b>	A single allocation policy, which determines who is eligible for housing and the priority they are given, operates across North Yorkshire.
<b>Succession</b>	If the tenant dies then in certain circumstances anyone living with the tenant as a wife, husband or civil partner can take over the tenancy.
<b>Rents</b>	
<i>Affordable rent</i>	An affordable rent is a rent up to 80% of the market rent. This term is only used for those properties built with grant funding from Homes England which we have agreed to let at this level of rent.
<i>Intermediate/sub-market rent</i>	Intermediate and sub-market rents are below a market rent
<i>Market rent</i>	A market rent is the rent of a similar properties let on the open market
<i>Social rent</i>	A rent that is calculated by a formula set by the Government that takes into account value, size and local earnings
<b>Tenancies</b>	
<i>Introductory Tenancy</i>	This is a probationary tenancy granted to new tenants for a period of 12 months. If the tenant conducts the tenancy satisfactory then they will be granted a Secure Tenancy. If they do not comply with the tenancy conditions the probationary tenancy can be extended up to a total of 18 months or the tenancy can be terminated through a possession order from the courts.
<i>Secure Tenancy</i>	This is a tenancy which gives the tenant long-term security. We can only evict the tenant if we get a possession order from the courts.
<b>Tenancy Strategy</b>	Under the localism Act 2011, all local authorities must have a tenancy strategy setting the type of tenancies it will offer, the length of any fixed term and what happens at the end of the fixed term.

APPENDIX A

Appendix A – Tenancy Types

Type of Tenancy	Relevant legislation	Brief description
<b>Non-secure tenancies</b>	Common law Protection from Eviction Act 1977 Schedule 1 Housing Act 1985 s.89 Housing Act 1980	Certain types of tenancy cannot be secure tenancies. These are specified in Schedule 1 of the Housing Act 1985 and include tenancies granted to homeless persons and asylum seekers, and properties let to the Council for use as temporary housing accommodation under Sch.1, paragraph 6 of the Housing Act 1985. These will also be used in accommodation owned by the Council to support rough sleepers or those at risk of rough sleeping.
<b>Service licences</b>	Common Law Protection from Eviction Act 1977 Schedule 1 Housing Act 1985 Ground 7 Sch 2 Housing Act 1985	Service licences or non-secure tenancies may be granted to persons in consideration of their employment (such as residential caretakers). Such persons will usually be service licensees or service tenants and will not have security of tenure.  Service licences may also occasionally be used for very short-term arrangements. Legal Advice should be sought when considering such a licence.
<b>Introductory tenancies</b>	Housing Act 1996 Housing Act 1985	Introductory tenancies are subject to a 12 month ‘probationary’ or trial period during which the tenancy may be terminated on a mandatory ground in accordance with this policy. The trial period may also be extended by 6 months.  All new Council tenancies are introductory tenancies.
<b>Weekly periodic (lifetime) secure tenancies</b>	Housing Act 1985	These are traditional Council tenancies, often known as lifetime tenancies, which last from week to week until terminated in accordance with specified Grounds for Possession (Schedule 2 Housing Act 1985) or where terminated following receipt of the required Notice to Quit from the tenant.

Page 18

## Appendix B – Introductory Tenancy Review Criteria

Event	Action
<p><b>Rent Arrears</b></p>	<p>In most, but not all cases where a tenant has accrued more than 2 months' rent arrears, this will usually justify the service of a NOPP.</p> <p>In other cases, the Officer should consider:</p> <ul style="list-style-type: none"> <li>(a) Whether the default has been remedied and any arrears cleared;</li> <li>(b) If not, whether the default will be remedied and the arrears cleared before the end of the trial period;</li> <li>(c) Whether the failure to pay rent has occurred once, or on several occasions;</li> <li>(d) The reasons for non-payment;</li> <li>(e) Whether the tenant(s) have kept to past promises of payment;</li> <li>(f) Whether the Tenant(s) are realistically likely or to be able to pay the rent promptly in advance in the future.</li> </ul> <p>Where the tenant(s) has agreed to a repayment plan and has kept to that plan for at least 3 months, then they should be allowed to proceed to a secure tenancy.</p>
<p><b>Anti-social Behaviour</b></p>	<p>If the breaches of tenancy relate to ASB, then the Officer should take into account the <b>ASB Policy</b> generally.</p> <p>Serious breaches of tenancy will normally justify the service of a NOPP. (see below).</p>
<p><b>Other serious breach of tenancy</b></p>	<p>If the breach(es) of tenancy are <b>serious or on-going</b>, then the Council will usually seek to serve a NOPP and terminate the introductory tenancy following an order of the court prior to the formal review process.</p> <p>The Council will also usually seek to terminate the introductory tenancy where it considers that the tenant is objectively unlikely to be able or willing to <b>comply substantially or fully with all of the terms of the tenancy agreement</b> in future.</p> <p>In cases where the Council takes action to terminate an Introductory Tenancy then the tenant may be considered intentionally homeless in respect of any subsequent application for housing.</p>

APPENDIX A

<b>Deterioration in condition of property</b>	Officers will carry out an inspection of the property prior to concluding the review to assess the condition of the property and the tenant's compliance with the terms as to keeping the interior of the property in a <b>reasonable condition</b> .
<b>Minor breaches of tenancy</b>	<p>Where there are several breaches of tenancy, all of which are minor, or have not been remedied, then the Council considers that this may justify a 6-month extension of an introductory tenancy to continue to monitor the tenant's conduct. A single breach of tenancy which is more than minor may also justify extension of the introductory trial period or action to terminate the tenancy.</p> <p>In such cases, where an extension to the introductory trial period is made, the tenant(s) should be warned at the earliest opportunity that further breaches of tenancy, however minor, may result in action to terminate their tenancy during the extended trial period, before it becomes secure.</p>
<b>Breaches of tenancy remedied</b>	Where the breach(es) of tenancy have been remedied, and the Council considers that the tenant is objectively able and willing to comply with the tenancy agreement in future, then it may be appropriate to allow the tenant to progress to a secure tenancy.

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## APPENDIX A

### Appendix C – Grounds for Refusal of a Mutual Exchange Application

#### Ground 1

The tenant or the proposed assignee is subject to an order of the court for the possession of the dwelling-house of which he is the secure tenant.

#### Ground 2

Proceedings have been begun for possession of the dwelling-house of which the tenant or the proposed assignee is the secure tenant on one or more of grounds 1 to 6 in Part I of Schedule 2 (grounds on which possession may be ordered despite absence of suitable alternative accommodation), or there has been served on the tenant or the proposed assignee a notice under section 83 or 83ZA (notice of proceedings for possession) which specifies one or more of those grounds and is still in force.

#### Ground 2A

Either—

(a) a relevant order, a suspended anti-social behavior possession order or a suspended riot-related possession order is in force, or

(b) an application is pending before any court for a relevant order, a demotion order, an anti-social behaviour possession order or a riot-related possession order to be made, in respect of the tenant or the proposed assignee or a person who is residing with either of them.

A “relevant order” means—

an injunction under section 152 of the Housing Act 1996 (injunctions against anti-social behaviour);

- an injunction to which a power of arrest is attached by virtue of section 153 of that Act (other injunctions against anti-social behaviour);
- an injunction under section 153A, 153B or 153D of that Act (injunctions against anti-social behaviour on application of certain social landlords);
- an anti-social behaviour order under section 1 of the Crime and Disorder Act 1998;
- an injunction to which a power of arrest is attached by virtue of section 91 of the Anti-social Behaviour Act 2003 or section 27 of the Police and Justice Act 2006.
- an injunction under section 1 of the Anti-social Behaviour, Crime and Policing Act 2014;
- an order under section 22 of that Act.
- an “anti-social behaviour possession order” means an order for possession under Ground 2 in Schedule 2 to this Act or Ground 14 in Schedule 2 to the Housing Act 1988.
- a “demotion order” means a demotion order under section 82A of this Act or section 6A of the Housing Act 1988.
- a “riot-related possession order” means an order for possession under Ground 2ZA in Schedule 2 to this Act or Ground 14ZA in Schedule 2 to the Housing Act 1988.

## APPENDIX A

Where the tenancy of the tenant or the proposed assignee is a joint tenancy, any reference to that person includes (where the context permits) a reference to any of the joint tenants.

### Ground 2B

The dwelling-house is subject to a closure notice or closure order under Chapter 3 of Part 4 of the Anti-social Behaviour, Crime and Policing Act 2014.

### Ground 3

The accommodation afforded by the dwelling-house is substantially more extensive than is reasonably required by the proposed assignee.

### Ground 4

The extent of the accommodation afforded by the dwelling-house is not reasonably suitable to the needs of the proposed assignee and his family.

### Ground 5

The dwelling-house:

(a) forms part of or is within the curtilage of a building which, or so much of it as is held by the landlord, is held mainly for purposes other than housing purposes and consists mainly of accommodation other than housing accommodation, or is situated in a cemetery, and

(b) was let to the tenant or a predecessor in title of his in consequence of the tenant or predecessor being in the employment of:

- the landlord,
- a local authority,
- a development corporation,
- a housing action trust
- a Mayoral development corporation,
- an urban development corporation, or
- the governors of an aided school.

### Ground 6

The landlord is a charity and the proposed assignee's occupation of the dwelling-house would conflict with the objects of the charity.

### Ground 7

## APPENDIX A

The dwelling-house has features which are substantially different from those of ordinary dwelling-houses and which are designed to make it suitable for occupation by a physically disabled person who requires accommodation of the kind provided by the dwelling-house and if the assignment were made there would no longer be such a person residing in the dwelling-house.

### Ground 8

The landlord is a housing association or housing trust which lets dwelling-houses only for occupation (alone or with others) by persons whose circumstances (other than merely financial circumstances) make it especially difficult for them to satisfy their need for housing and if the assignment were made there would no longer be such a person residing in the dwelling-house.

### Ground 9

The dwelling-house is one of a group of dwelling-houses which it is the practice of the landlord to let for occupation by persons with special needs and a social service or special facility is provided in close proximity to the group of dwelling-houses in order to assist persons with those special needs and if the assignment were made there would no longer be a person with those special needs residing in the dwelling-house.

### Ground 10

The dwelling-house is the subject of a management agreement under which the manager is a housing association of which at least half the members are tenants of dwelling-houses subject to the agreement, at least half the tenants of the dwelling-houses are members of the association and the proposed assignee is not, and is not willing to become, a member of the association.

Reference to a management agreement includes a section 247 or 249 arrangement, as defined by section 250A (6) of the Housing and Regeneration Act 2008.

## APPENDIX B

### Points for consultation

Aspect	Current position	Preferred option and reasons why	Alternatives to consider
Flexible Tenancies (5-year fixed term)	Flexible tenancies were operated by both Selby and Harrogate but were never adopted by Richmondshire.	<p>Cease to offer Flexible Tenancies and convert existing ones to fully secure tenancies over time.</p> <p>This will reduce the administration for the housing team and more importantly, provide additional security for all tenants. This is the approach now being adopted by most Local Authorities.</p>	<ul style="list-style-type: none"> <li>Retain flexible tenancies and extend to all new tenants including Richmondshire.</li> <li>Retain flexible tenancies for some tenants in certain situations such as those who have been offered larger homes or homes which have been significantly adapted for example.</li> </ul>
Succession rights	Both Selby and Harrogate opted to restrict succession rights to tenancies which started after the 1 <sup>st</sup> April 2012. Richmondshire opted to grant discretionary rights of succession.	<p>Adopt the approach taken by Selby and Harrogate and limit the rights of succession to those set out in statute for all new tenants.</p> <p>This is legally the more straightforward option and easier to understand to implement.</p> <p>Discretion can also still be given to grant a new tenancy where appropriate.</p>	<ul style="list-style-type: none"> <li>To adopt the approach taken by Richmondshire and offer all tenants equal rights of succession.</li> </ul>
Joint tenants	Harrogate was fairly strict in limiting who could be offered a joint tenancy and only to persons in a relationship with anything else by exception only (there was no clarity as to what actually amounted to such an exception however). Richmondshire took a similar approach, but Selby was silent on the subject.	<p>To allow a wider group of persons to be offered a joint tenancy including siblings.</p> <p>This option recognises the cost-of-living challenge faced by many single person households combined with the lack of single person accommodation within our stock for those age under 60.</p>	<ul style="list-style-type: none"> <li>Retain the current approach and limit the offer of a joint tenancy to those in a relationship.</li> <li>Widen the group of persons who can be offered a joint tenancy but only to those who have an existing history of living together such as siblings.</li> </ul>
Introductory tenancies	Both Harrogate and Richmondshire offered introductory tenancies to all new tenants. Selby opted to offer secure tenants to those moving into Sheltered Housing, those over pensionable state age or those deemed “vulnerable” without the requirement to complete a probationary period.	<p>To offer introductory tenancies to all new tenants.</p> <p>This option recognises that we do experience issues with both older tenants and those moving into Sheltered Housing, and which are impactful on other residents in those schemes.</p>	<ul style="list-style-type: none"> <li>Adopt the Selby approach and offer secure tenancies to certain groups of tenants immediately with no requirement to offer an introductory tenancy first.</li> </ul>



# Equality impact assessment (EIA) form: evidencing paying due regard to protected characteristics

(form updated June 2023)

## *Draft Tenancy Strategy and Tenancy Policy*

Equality Impact Assessments (EIAs) are public documents. EIAs accompanying reports going to County Councillors for decisions are published with the committee papers on our website and are available in hard copy at the relevant meeting. To help people find completed EIAs, we also publish them in our website's Equality and Diversity section. This will help people to see for themselves how we have paid due regard in order to meet statutory requirements.

Name of Directorate and Service Area	Community Development - Housing
Lead Officer and contact details	Hannah Heinemann – Head of Housing Delivery and Partnerships
Names and roles of other people involved in carrying out the EIA	Carl Doolan – Head of Housing Management and Landlord Service Matthew Brown – Housing Policy and Strategy Officer
How will you pay due regard? for example, working group, individual officer	This overarching EIA has been carried out by the Housing Strategy and Policy Officer with support from Head of Housing Management and Landlord Service. Full public consultation was undertaken.  Individual EIAs will be carried out on each of specific projects and decisions required to achieve our strategy goals and the methods used will vary appropriately.
When did the due regard process start?	July 2024

**Section 1. Please describe briefly what this EIA is about.** (for example, are you starting a new service, changing how you do something, stopping doing something?)

Approval to consult on the Tenancy Strategy and Tenancy Policy for North Yorkshire.

To adopt a tenancy strategy is good practice, providing an agreed strategic approach to tenancy management within housing services and for our external partners such as Registered Providers.

The Tenancy Strategy is a high-level overview of the strategic vision for across North Yorkshire, which will underpin the Tenancy Policy for across North Yorkshire Council to deliver its housing management function.

**Section 2. Why is this being proposed? What are the aims? What does the authority hope to achieve by it?** (for example, to save money, meet increased demand, do things in a better way.)

The purpose of the strategy and policy is to inform stakeholders including registered providers, officers, residents, and council tenants about the Council's vision for housing management relating to tenancies across North Yorkshire.

Our key objectives are to have a single approach across North Yorkshire for both council tenants and registered providers.

The strategy and policy have been drafted following LGR where we need to have one approach to ensure we are legally compliant.

**Section 3. What will change? What will be different for customers and/or staff?**

The Tenancy Strategy and Policy provides the framework for the housing management service. Adoption of the strategy will signify the council's commitment to providing long term housing security for our customers across North Yorkshire.

**Section 4. Involvement and consultation** (What involvement and consultation has been done regarding the proposal and what are the results? What consultation will be needed and how will it be done?)

We will be looking to consult a range of groups in relation to the strategy and policy.

In terms of the strategy, we will be looking to consult our partners such as registered providers who are members the York North Yorkshire Housing Partnership (YNYHP) and other registered providers who are not part of the NNYHP but work within North Yorkshire.

For the policy, we will consult our tenants by conducting focus groups and giving tenants the opportunity to input their thoughts. We will also consult housing management employees.

Once we get feedback from all the relevant consultees, we will analysis the responses and amend the draft documents.

**Section 5. What impact will this proposal have on council budgets? Will it be cost neutral, have increased cost or reduce costs?**

Approval to consult of the strategy and policy will have limited budgeted implications due to requirement to consult tenants. However, after the consultation stage there will be no budget implications.

Section 6. How will this proposal affect people with protected characteristics?	No impact	Make things better	Make things worse	Why will it have this effect? Provide evidence from engagement, consultation and/or service user data or demographic information etc.
Age	✓			<p>North Yorkshire has a lower proportion of young people than the national average- 24.5% under 25 compared to 29.2% nationally.</p> <p>In 2021, 25% of the county's adult population was over the age of 65. This is higher than the national percentage of 18.4%.</p> <p>By 2035, 32.60% of North Yorkshire's total population will be aged 65+ and 5.97% will be aged 85+.</p> <p>Nationally 23.26% will be 65+ and 4.05% will be 85+ by 2035.</p> <p>By recognising the needs of our residents at different life stages we will be able to identify opportunities to tailor our services to specific age groups. Detailed EIAs will be undertaken on specific projects implemented to realise these ambitions.</p> <p>The strategy recognises differing demographic needs across North Yorkshire including both the ageing population and also the needs of younger persons and families.</p>
Disability		✓		<p>North Yorkshire has a lower proportion (19.3%) of people with a disability or long-term limiting illness whose day-to-day activities are limited a lot- against the national average of 23.69%.</p> <p>However, this will rise to 20.89% of the 65+ population in North Yorkshire, against a national average of 24.86%.</p> <p>By recognising the needs of our residents who may be more vulnerable or have specific accessibility and adaptability requirements we will improve access to housing for these groups. Detailed EIAs will be undertaken on specific projects implemented to realise these ambitions.</p>

				By having a strategy and policy, which provides secure tenancies, it provides additional housing security for those with a disability.
Sex	✓			<p>The proportion of females is slightly higher (51%) than that of males (49%).</p> <p>This pattern is reflected across all localities, with the exception of Richmondshire where the large number of predominantly male military personnel have the effect of reversing the proportions.</p> <p>Our ambitions will not have any anticipated impacts on people specifically due to them sharing this particular protected characteristic.</p>
Race	✓			<p>North Yorkshire has a much lower proportion (4.77%) of people who identify with a non-UK identity than the national average (12%).</p> <p>Our ambitions will not have any anticipated impacts on people specifically due to them sharing this particular protected characteristic.</p>
Gender reassignment	✓			<p>In the 2021 census 1478 (0.28%) of residents across North Yorkshire identified themselves as transsexual or with a gender identity different to that registered at birth.</p> <p>Our ambitions will not have any anticipated impacts on people specifically due to them sharing this particular protected characteristic.</p>
Sexual orientation	✓			<p>In the 2021 census 11,291 (2.2%) of residents across North Yorkshire identified themselves as Lesbian, Gay, Bisexual, or Other (LGB+).</p> <p>Our ambitions will not have any anticipated impacts on people specifically due to them sharing this particular protected characteristic.</p>
Religion or belief	✓			<p>North Yorkshire has higher levels of Christians (55.6%) than the national average (46.2%), and lower levels of all other religions than the national average. Percentages of those with no religion or not stating their religion are broadly similar to the national average.</p> <p>Our ambitions will not have any anticipated impacts on people specifically due to them</p>

				sharing this particular protected characteristic.
Pregnancy or maternity	✓			<p>In 2021 there were 5133 live births in North Yorkshire.</p> <p>In 2020 the conception rate per 1000 for under 18's was 10.9. This is below the rate for England (13).</p> <p>In 2020/21 4.2% of deliveries in North Yorkshire were to mothers from ethnic minorities, compared to the England value of 21.6%.</p> <p>Our ambitions will not have any anticipated impacts on people specifically due to them sharing this particular protected characteristic.</p>
Marriage or civil partnership	✓			<p>A higher percentage of North Yorkshire's population is married or in a civil partnership (53.7%) than the national average (46.8%)</p> <p>Our ambitions will not have any anticipated impacts on people specifically due to them sharing this particular protected characteristic.</p>

<b>Section 7. How will this proposal affect people who...</b>	<b>No impact</b>	<b>Make things better</b>	<b>Make things worse</b>	<b>Why will it have this effect? Provide evidence from engagement, consultation and/or service user data or demographic information etc.</b>
..live in a rural area?	✓			<p>The population in North Yorkshire is generally sparser than the national average (77 people per square kilometre as opposed to 434 nationally). In some parts of the county this is lower still (Ryedale 36, Richmondshire 38, Craven 48, Hambleton 69).</p> <p>Our ambitions will not have any anticipated impacts on people specifically due to them sharing this particular protected characteristic.</p>
...have a low income?	✓			<p>The proportion of households in deprivation in North Yorkshire reduced between 2011 and 2021. In 2011 52.1% of households in North Yorkshire were deprived in at least one of the four dimensions (employment, education, health and disability, housing).</p> <p>By 2021 this had fallen to 46.7%. This 5.4 percentage point reduction in North</p>

				<p>Yorkshire compared with a 5.9 percentage point reduction across England as a whole, with the proportion of households in deprivation in North Yorkshire remaining below the national average.</p> <p>Our ambitions will not have any anticipated impacts on people specifically due to them sharing this particular protected characteristic.</p>
...are carers (unpaid family or friend)?	✓			<p>Carers' allowance claimants make up 0.98% of North Yorkshire's population.</p> <p>This is lower than the average for England (1.42%) but there are variations across the county. It is likely, however, that these figures do not reflect the true number of people carrying out caring roles in the county as many do not claim allowances.</p> <p>Our ambitions will not have any anticipated impacts on people specifically due to them sharing this particular protected characteristic.</p>
..... are from the Armed Forces Community	✓			<p>North Yorkshire has 29,831 Armed Forces Veterans. Richmondshire has the highest proportion of Armed Forces Veterans in North Yorkshire at 9.5% (3,962), which is the third highest nationally.</p> <p>The proportion of veterans in Richmondshire is more than double the national average rate, which is 3.8%.</p> <p>Harrogate has the highest number of Armed Forces Veterans in North Yorkshire with 7,076 (5.2%).</p> <p>Our ambitions will not have any specific impact on those from the armed forces community and we will deliver services in line with the Armed Forces Covenant.</p>

<b>Section 8. Geographic impact – Please detail where the impact will be (please tick all that apply)</b>	
North Yorkshire wide	✓
Craven district	
Hambleton district	
Harrogate district	

<b>Section 8. Geographic impact – Please detail where the impact will be (please tick all that apply)</b>	
Richmondshire district	
Ryedale district	
Scarborough district	
Selby district	
<b>If you have ticked one or more districts, will specific town(s)/village(s) be particularly impacted? If so, please specify below.</b>	
The Tenancy Strategy and Policy is the Council's overall high-level strategic plan. The Policy will have specific impact to customers within the Harrogate, Richmondshire and Selby areas where North Yorkshire Council have housing stock.	

<b>Section 9. Will the proposal affect anyone more because of a combination of protected characteristics? (for example, older women or young gay men) State what you think the effect may be and why, providing evidence from engagement, consultation and/or service user data or demographic information etc.</b>
The proposal will not affect anyone more because of a combination of protected characteristics.

<b>Section 10. Next steps to address the anticipated impact. Select one of the following options and explain why this has been chosen. (Remember: we have an anticipatory duty to make reasonable adjustments so that disabled people can access services and work for us)</b>	<b>Tick option chosen</b>
<b>1. No adverse impact - no major change is needed to the proposal.</b> There is no potential for discrimination or adverse impact identified.	✓
<b>2. Adverse impact - adjust the proposal</b> - The EIA identifies potential problems or missed opportunities. We will change our proposal to reduce or remove these adverse impacts, or we will achieve our aim in another way which will not make things worse for people.	
<b>3. Adverse impact - continue the proposal</b> - The EIA identifies potential problems or missed opportunities. We cannot change our proposal to reduce or remove these adverse impacts, nor can we achieve our aim in another way which will not make things worse for people. (There must be compelling reasons for continuing with proposals which will have the most adverse impacts. Get advice from Legal Services)	
<b>4. Actual or potential unlawful discrimination - stop and remove the proposal –</b> The EIA identifies actual or potential unlawful discrimination. It must be stopped.	
<b>Explanation of why the option has been chosen</b> (include any advice given by Legal Services.)	
Our ambitions and high level outcomes as detailed in the Tenancy Strategy and Policy aspire to improve housing service delivery for everyone in North Yorkshire both tenants and customers for RP's.	

<b>Section 11. If the proposal is to be implemented how will you find out how it is really affecting people? (How will you monitor and review the changes?)</b>
We will use service data; customer contact, complaints to ensure that services are not negatively impacting on any protected characteristic.

**Section 12. Action plan.** List any actions you need to take which have been identified in this EIA, including post implementation review to find out how the outcomes have been achieved in practice and what impacts there have actually been on people with protected characteristics.

Action	Lead	By when	Progress	Monitoring arrangements

**Section 13. Summary** Summarise the findings of your EIA, including impacts, recommendation in relation to addressing impacts, including any legal advice, and next steps. This summary should be used as part of the report to the decision maker.

Our ambitions in the Tenancy Strategy and Policy will result in a North Yorkshire wide approach to tenancy management which will lead to a better outcomes for all North Yorkshire Council tenants and customers of our registered providers within North Yorkshire of secure tenures.

The anticipated impacts of our ambitions are therefore positive ones.

Due regard to equalities will be paid when making decisions on actions to realise these ambitions and, where appropriate, these will be subject to full EIAs.

**Section 14. Sign off section**

This full EIA was completed by:

**Name: Matthew Brown**  
**Job title: Housing Policy and Strategy Officer**  
**Directorate: Community Development**  
**Signature:**

**Completion date: 26<sup>th</sup> July 2024**

**Authorised by Assistant Director: Andrew Rowe**

**Date: 3 September 2024**



**Climate change impact assessment**

The purpose of this assessment is to help us understand the likely impacts of our decisions on the environment of North Yorkshire and on our aspiration to achieve net carbon neutrality by 2030, or as close to that date as possible. The intention is to mitigate negative effects and identify projects which will have positive effects.

This document should be completed in consultation with the supporting guidance. The final document will be published as part of the decision making process and should be written in Plain English.

If you have any additional queries which are not covered by the guidance please email [climatechange@northyorks.gov.uk](mailto:climatechange@northyorks.gov.uk)

**Please note: You may not need to undertake this assessment if your proposal will be subject to any of the following:**  
 Planning Permission  
 Environmental Impact Assessment  
 Strategic Environmental Assessment

However, you will still need to summarise your findings in the summary section of the form below.

Please contact [climatechange@northyorks.gov.uk](mailto:climatechange@northyorks.gov.uk) for advice.

<b>Title of proposal</b>	<b>Tenancy Strategy and Tenancy Policy</b>
<b>Brief description of proposal</b>	<b>Approval to consult on the Tenancy Strategy and Tenancy Policy for North Yorkshire</b>
<b>Directorate</b>	<b>Community Development</b>
<b>Service area</b>	<b>Housing</b>
<b>Lead officer</b>	<b>Andrew Rowe</b>
<b>Names and roles of other people involved in carrying out the impact assessment</b>	<b>Matthew Brown &amp; Carl Doolan</b>
<b>Date impact assessment started</b>	<b>July 2024</b>

**Options appraisal**

The Tenancy Strategy and Tenancy Policy IS AN legal requirement in line with Section 150 of the Localism Act 2011, which states:

- (1) A local housing authority in England must prepare and publish a strategy (a “tenancy strategy”) setting out the matters to which the registered providers of social housing for its district are to have regard in formulating policies relating to -
- (a) The kinds of tenancies they grant
  - (b) The circumstances in which they will grant a tenancy of a particular kind
  - (c) Where they grant tenancies for a certain term, the lengths of the terms, and
  - (d) The circumstances in which they will grant a further tenancy on the coming to an end of an existing tenancy
- (2) The tenancy strategy must summarise those policies or explain where they may be found.

The Tenancy Strategy is a high-level overview of the strategic vision for across North Yorkshire, which will underpin the Tenancy Policy for North Yorkshire Council to deliver its housing management function.

Climate change and the potential environmental impacts of our strategy are key considerations for the Housing Service and the detailed analysis of specific projects will be carried out as they come forward for political decision.

**What impact will this proposal have on council budgets? Will it be cost neutral, have increased cost or reduce costs?**

The strategy and policy will be delivered within existing service budgets and will be cost neutral.

APPENDIX D

How will this proposal impact on the environment?  N.B. There may be short term negative impact and longer term positive impact. Please include all potential impacts over the lifetime of a project and provide an explanation.		Positive impact (Place a X in the box below where relevant)	No impact (Place a X in the box below where relevant)	Negative impact (Place a X in the box below where relevant)	Explain why will it have this effect and over what timescale?  Where possible/relevant please include: <ul style="list-style-type: none"> <li>• Changes over and above business as usual</li> <li>• Evidence or measurement of effect</li> <li>• Figures for CO<sub>2</sub>e</li> <li>• Links to relevant documents</li> </ul>	Explain how you plan to mitigate any negative impacts.	Explain how you plan to improve any positive outcomes as far as possible.
Minimise <b>greenhouse gas emissions</b> e.g. reducing emissions from travel, increasing energy efficiencies etc.	Emissions from travel		<b>X</b>				
	Emissions from construction		<b>X</b>				
	Emissions from running of buildings		<b>X</b>				
	Emissions from data storage		<b>X</b>				
	Other		<b>X</b>				
Minimise <b>waste</b> : Reduce, reuse, recycle and compost e.g. reducing use of single use plastic			<b>X</b>				
Reduce <b>water</b> consumption			<b>X</b>				

APPENDIX D

<p><b>How will this proposal impact on the environment?</b></p> <p><b>N.B.</b> There may be short term negative impact and longer term positive impact. Please include all potential impacts over the lifetime of a project and provide an explanation.</p>	<p><b>Positive impact</b> (Place a X in the box below where relevant)</p>	<p><b>No impact</b> (Place a X in the box below where relevant)</p>	<p><b>Negative impact</b> (Place a X in the box below where relevant)</p>	<p><b>Explain why will it have this effect and over what timescale?</b></p> <p><b>Where possible/relevant please include:</b></p> <ul style="list-style-type: none"> <li>• Changes over and above business as usual</li> <li>• Evidence or measurement of effect</li> <li>• Figures for CO<sub>2</sub>e</li> <li>• Links to relevant documents</li> </ul>	<p><b>Explain how you plan to mitigate any negative impacts.</b></p>	<p><b>Explain how you plan to improve any positive outcomes as far as possible.</b></p>
<p>Minimise <b>pollution</b> (including air, land, water, light and noise)</p>		<p><b>X</b></p>				
<p>Ensure <b>resilience</b> to the effects of climate change e.g. reducing flood risk, mitigating effects of drier, hotter summers</p>		<p><b>X</b></p>				
<p>Enhance <b>conservation</b> and wildlife</p>		<p><b>X</b></p>				
<p>Safeguard the distinctive characteristics, features and special qualities of <b>North Yorkshire's landscape</b></p>		<p><b>X</b></p>				

APPENDIX D

<p>How will this proposal impact on the environment?</p> <p>N.B. There may be short term negative impact and longer term positive impact. Please include all potential impacts over the lifetime of a project and provide an explanation.</p>	<p><b>Positive impact</b> (Place a X in the box below where relevant)</p>	<p><b>No impact</b> (Place a X in the box below where relevant)</p>	<p><b>Negative impact</b> (Place a X in the box below where relevant)</p>	<p>Explain why will it have this effect and over what timescale?</p> <p>Where possible/relevant please include:</p> <ul style="list-style-type: none"> <li>• Changes over and above business as usual</li> <li>• Evidence or measurement of effect</li> <li>• Figures for CO<sub>2</sub>e</li> <li>• Links to relevant documents</li> </ul>	<p>Explain how you plan to mitigate any negative impacts.</p>	<p>Explain how you plan to improve any positive outcomes as far as possible.</p>
<p>Other (please state below)</p>		<p><b>X</b></p>				

Are there any recognised good practice environmental standards in relation to this proposal?

N/A

**Summary** Summarise the findings of your impact assessment, including impacts, the recommendation in relation to addressing impacts, including any legal advice, and next steps. This summary should be used as part of the report to the decision maker.

The Tenancy Strategy and Tenancy Policy shows that there will be no environmental impact in itself, its vision, or strategic themes.

**Sign off section**

This climate change impact assessment was completed by:

<b>Name</b>	<b>Matthew Brown</b>
<b>Job title</b>	<b>Housing Policy and Strategy Officer</b>
<b>Service area</b>	<b>Housing</b>
<b>Directorate</b>	<b>Community Development</b>
<b>Signature</b>	
<b>Completion date</b>	<b>26<sup>th</sup> July 2024</b>

**Authorised by Assistant Director: Andrew Rowe**

**Date: 3 September 2024**