

Agenda

Notice of a meeting held in private

**Community Development
Directorate - Executive Members
and Corporate Director Meetings**

To: Councillors Mark Crane and Simon Myers.

Date: Monday, 26 January 2026

Time: 11.00 am

Venue:

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

Business

1. Declarations of Interest

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

2. Approval of the NYC Tenancy Agreement following consultation (*Pages 3 - 74*)
3. Approval of amendments to the NYC Tenancy Policy following consultation (*Pages 75 - 122*)
4. Void Management Statement (*Pages 123 - 152*)
5. Any Other Items of Business
6. Date of Next Meeting

Barry Khan
Assistant Chief Executive
(Legal and Democratic Services)

County Hall
Northallerton

Friday, 16 January 2026

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North Yorkshire Council

Executive Member for Culture, Arts and Housing

26 January 2026

Approval of the NYC Tenancy Agreement following consultation

Report of the Corporate Director Community Development

1.0	PURPOSE OF REPORT
1.1	The purpose of the report is to seek approval from the Executive Member for Culture, Arts and Housing to adopt the North Yorkshire Tenancy Agreement following consultation.
2.0	SUMMARY
2.1	Following local government reorganisation, North Yorkshire Council (NYC) has developed a single NYC Tenancy Agreement and accompanying amendments to the Tenancy Policy to address legacy inconsistencies in tenancy arrangements and housing management practices across the Council's housing service.
2.2	The proposed Tenancy Agreement (Appendix A) and amended Tenancy Policy reflect legislative requirements, policy alignment, operational improvements and sector best practice, and are intended to provide greater clarity, consistency and fairness for tenants and staff.
2.3	In accordance with statutory requirements, consultation on the draft Tenancy Agreement and proposed amendments to the Tenancy Policy was undertaken between the 26th November and the 31 December. A total of 89 responses were received through a range of engagement methods.
2.4	Feedback demonstrated broad understanding and acceptance of the need to modernise and harmonise tenancy arrangements. Concerns and requests for clarification focused on specific issues, including succession, joint tenancies, rent payment arrangements and the clarity of language used.
2.5	Officers have considered the consultation responses and while no substantive changes have been made, minor drafting refinements and clarifications to the documents have been made to improve clarity and tenant understanding. The overall approach to harmonisation remains unchanged.
2.6	Approval is sought to adopt the NYC Tenancy Agreement and updated Tenancy Policy and to proceed with implementation.
3.0	BACKGROUND
3.1	As part of the wider programme of housing transformation following local government reorganisation, NYC is undertaking work to harmonise tenancy agreements and housing management policies across its housing stock.
3.2	Currently, tenants are subject to different tenancy agreements across Harrogate, Selby and Richmondshire. This variation creates challenges in terms of legal consistency, operational efficiency, and fairness for tenants.

- 3.3 The new NYC Tenancy Agreement will apply to all secure and introductory tenancies from April 2026. Existing flexible tenancies will be managed in accordance with their current contractual arrangements during a transitional period, as set out later in this report.
- 3.4 In addition, the Council is proposing amendments to the NYC Tenancy Policy, which was adopted in April 2025. These proposed changes include the introduction of a 52-week rent collection period and a change to tenancy start dates.
- 3.5 These changes are intended to support improved rent collection, simplify tenancy management, and enhance financial planning for tenants.
- 3.6 Both proposals form part of the Council's Housing Improvement Plan and contribute to the emerging Housing Revenue Account (HRA) Policy Framework. They support NYC's ambition to become an exemplar social landlord and ensure compliance with the Regulator of Social Housing's Tenancy Standard.

4.0 TENANCY AGREEMENT

- 4.1 NYC proposes to introduce a single NYC Tenancy Agreement for secure and introductory tenancies, replacing the legacy agreements inherited from Harrogate, Selby and Richmondshire. The agreement has been developed to reflect current legislation, best practice and the Council's strategic priorities, and to provide a consistent and transparent framework for tenants and staff. Tenants have also provided feedback on the draft Tenancy Agreement through the consultation process.
- 4.2 The variation of secure tenancy agreements is governed by Sections 102 and 103 of the Housing Act 1985. The Council was required to serve a Preliminary Notice to affected tenants, setting out the proposed changes and inviting comments; allow a reasonable period for tenants to respond; consider all representations received before deciding whether to proceed; and serve a Notice of Variation at least 28 days before the changes take effect.
- 4.3 In addition, Sections 105 of the Housing Act 1985 and 137 of the Housing Act 1996 require consultation with secure and introductory tenants on matters of housing management that may significantly affect them.
- 4.4 The draft NYC Tenancy Agreement introduces a single agreement covering both introductory and secure tenancies, replacing the previous practice of issuing separate agreements when tenants moved from introductory to secure status.
- 4.5 Existing flexible tenancies in Harrogate and Selby will remain on their legacy agreements until the end of their fixed term, in line with external legal advice regarding the risks and complexities of varying flexible tenancies mid-term. Upon expiry, these tenancies will convert to the NYC Tenancy Agreement. There are approximately 1,055 flexible tenancies across Harrogate and Selby.
- 4.6 Rent payment terms will be standardised. Rent will be due weekly on Mondays, with tenancy agreements running from Monday to Sunday. For tenancies starting mid-week, the first rent payment will be calculated proportionally based on the number of days held in that week. All tenancies will end on a Sunday, simplifying rent accounting and aligning with housing benefit and universal credit systems.
- 4.7 The agreement strengthens the Council's right to access properties for health and safety inspections, such as gas and electrical checks, and outlines consequences for refusal of access. Tenants will also be required to report repairs promptly, including issues related to damp and mould, supporting compliance with safety regulations and proactive maintenance.

- 4.8 Clear guidance is provided on the process for requesting permission to carry out home improvements or alterations. The agreement also sets out when tenants may be charged for works, such as damage or unauthorised alterations. A new clause addresses appropriate use of social media, particularly where it may impact neighbours or staff.
- 4.9 Succession rights are clarified, with consistent rules for new tenants and tailored provisions for existing tenants based on legacy arrangements. It included detailed guidance on succession scenarios, including discretionary grants of new tenancies where succession is refused.
- 4.10 The agreement outlines the process for ending a tenancy, including specific provisions for joint tenancies. If one joint tenant gives notice to quit, the tenancy will end for both parties. The Council will consider requests from the remaining tenant to remain in the property, but this is discretionary. This reflects a principle of law and is therefore not a new provision introduced by the NYC Tenancy Agreement; however, it is now clearly stated within the agreement.
- 4.11 Following approval, tenants will receive information outlining the key differences between their previous tenancy agreement and the new NYC Tenancy Agreement, to ensure clarity and understanding during implementation.

5.0 TENANCY POLICY

- 5.1 In addition to the proposed changes to the Tenancy Agreement, the Council proposing amendments to the NYC Tenancy Policy. The Tenancy Policy was adopted in April 2025 following consultation with tenants and stakeholders and sets out the Council's framework for tenancy management, including tenancy types, sustainment interventions, and enforcement actions.
- 5.2 Since implementation, operational feedback has highlighted areas where improvements could be made. As a result, the Council is proposing two key amendments aimed at improving consistency and simplifying tenancy administration. The first proposal is to introduce a uniform 52-week rent collection period for all tenants. This would replace the current variation in rent schedules, currently set at 48, 50, or 52 weeks depending on legacy arrangements, with a consistent model where rent is paid every week of the year. While the total annual rent payable will remain unchanged, this change would eliminate "rent-free" weeks and ensure rent payments are evenly distributed across the year. It should be noted that legacy Selby flexible tenants will be excluded from this 52-week model until the end of their fixed term, as specified in the policy documentation.
- 5.3 The second proposed amendment involves standardising tenancy start dates to align with weekly rent cycles. This change is intended to simplify rent accounting and tenancy management by ensuring that tenancy commencements are synchronised with the rent payment schedule.
- 5.4 Although the Tenancy Policy is not a contractual document, the proposed amendments are subject to statutory consultation requirements where they may significantly affect tenants. The relevant legal framework and consultation duties are set out in Section 11 of this report.
- 5.5 The consultation ran concurrently with the Tenancy Agreement consultation, from 26 November to 24 December 2025. However, it is treated as a distinct process with separate materials and feedback mechanisms. Tenants have been invited to review the proposed changes and provide feedback through online forms, email, drop-in sessions, and written correspondence.

6.0 CONSULTATION UNDERTAKEN AND RESPONSES

- 6.1 Initial engagement was undertaken with internal stakeholders including Housing Management teams, Legal Services, Finance, and Communications. These discussions have played a vital role in shaping both the draft Tenancy Agreement and the proposed amendments to the Tenancy Policy. Stakeholders provided operational insights, legal guidance, and expertise to ensure the proposals are practical, compliant, and clearly articulated.
- 6.2 Legal Services have reviewed the draft Tenancy Agreement and confirmed the statutory process for variation under Sections 102 and 103 of the Housing Act 1985. External Counsel has also provided input on key clauses, including succession and assignment, and advised on the difficulties and complexities of varying existing Harrogate and Selby flexible tenancies. This advice informed the decision to retain these flexible tenancies on their legacy agreements until the end of their fixed term. The legal input has helped ensure the draft agreement is both defensible and aligned with current legislation.
- 6.3 In addition to internal engagement and statutory tenant consultation, the draft Tenancy Agreement and associated tenancy management arrangements have been considered through the Council's wider regulatory assurance activity. Feedback has been received from external advisers, including Savills, as part of work undertaken to assess compliance with the Regulator of Social Housing's Consumer Standards. This feedback has informed officers' understanding of how the revised tenancy agreement and policy align with regulatory expectations and has led to additional clauses being incorporated into the draft Tenancy Agreement to ensure compliance with the Regulator of Social Housing's Consumer Standards. This includes provisions on Decent Homes, health and safety, and reasonable adjustments for tenants with disabilities.
- 6.4 Statutory consultation with tenants was undertaken in accordance with the Council's legal obligations in relation to tenancy variation and housing management matters, as detailed in Section 11 (Legal Implications). The consultation ran from 26 November to 31 December 2025.
- 6.5 All affected tenants were issued with a Preliminary Notice of Variation letter, setting out the proposed changes to the tenancy agreement and tenancy policy, the statutory basis for consultation, and how tenants could provide feedback. Tenants were invited to respond through a range of channels including an online survey, email, written correspondence or a Microsoft Teams session. In addition, face-to-face drop-in sessions were held in Richmond, Harrogate and Selby, providing tenants with the opportunity to ask questions and discuss the proposals directly with officers. Paper copies of consultation materials were made available on request
- 6.6 A total of 89 responses were received. Overall feedback demonstrated broad understanding and acceptance of the proposals, alongside a number of queries and requests for clarification on specific elements of the draft documents. While consultation responses raised a number of detailed and, in some cases, strongly expressed concerns, these related primarily to matters of clarification, understanding of existing legal principles, or requests for clearer guidance, rather than opposition to the overall proposals.
- 6.7 The consultation feedback has been carefully considered. No substantive changes to the proposals are recommended; however, a small number of minor wording and presentational refinements have been made to improve clarity, explanation and tenant understanding. The overall policy intent and approach to harmonisation remain unchanged.
- 6.8 A summary of the Consultation findings can be found at Appendix B.

7.0 CONTRIBUTION TO COUNCIL PRIORITIES

- 7.1 The proposed variation of tenancy agreements and the introduction of a unified NYC Tenancy Agreement contribute directly to the Council's strategic priorities. It supports the delivery of a fair, consistent, and customer-focused housing service across North Yorkshire, ensuring that tenants receive equitable treatment regardless of their locality or legacy landlord.
- 7.2 By harmonising tenancy terms and aligning them with current legislation and policy, the Council is improving transparency and accountability in its housing management functions. This contributes to the Council's commitment to fairness and inclusion, ensuring that all tenants understand their rights and responsibilities and are supported by clear, consistent service standards.
- 7.3 Alongside the Tenancy Agreement, the proposed amendments to the NYC Tenancy Policy, including the introduction of a 52-week rent collection period and potential change to tenancy start day support the Council's ambition to modernise tenancy management and improve operational efficiency. These changes are designed to enhance financial planning for tenants, reduce administrative complexity, and align NYC's approach with sector best practice.
- 7.4 Together, the harmonisation of tenancy agreements and the review of tenancy policy form key elements of the Council's housing transformation programme. They are closely linked to the Housing Improvement Plan and the Housing Revenue Account (HRA) Policy Framework, and reflect the Council's commitment to strengthening governance, improving service delivery, and meeting the expectations of tenants and regulators.
- 7.5 In doing so, the proposals contribute to NYC's ambition to become an Exemplar Social Landlord. They support compliance with the Regulator of Social Housing's Tenancy Standard and lay the foundation for improved performance, tenant satisfaction, and regulatory assurance.

8.0 ALTERNATIVE OPTIONS CONSIDERED

- 8.1 The principal alternative to the proposed variation would be to retain the existing Tenancy Agreements inherited from the three legacy authorities of Harrogate Borough Council, Selby District Council, and Richmondshire District Council. This option was considered but rejected for several reasons.
- 8.2 Maintaining multiple tenancy agreements would perpetuate inconsistency in the rights and responsibilities of tenants across the NYC area. It would also create ongoing operational challenges for staff, who would be required to navigate different legal frameworks, service standards, and enforcement mechanisms depending on the tenant's locality. While the introduction of the NYC Tenancy Agreement will significantly reduce these inconsistencies for secure and introductory tenancies, some variation will remain because Harrogate and Selby flexible tenancies will continue under their legacy agreements until their fixed term ends.
- 8.3 Retaining legacy agreements would also limit the Council's ability to implement housing management improvements identified in the Housing Improvement Plan and the Housing Revenue Account (HRA) Policy Framework. Although the new NYC Tenancy Agreement will modernise tenancy management for most tenants, full harmonisation cannot be achieved immediately because the NYC Tenancy Agreement differs from the legacy Harrogate and Selby flexible tenancy agreements, which will remain in place until expiry.

9.0 IMPACT ON OTHER SERVICES/ORGANISATIONS

- 9.1 The proposed variation of tenancy agreements and tenancy policy will involve collaboration across several Council services. Legal Services have provided advice on the statutory framework and have reviewed the draft tenancy agreement, including referral to Counsel for external input. Their continued involvement will be required to ensure legal compliance throughout the implementation phase.
- 9.2 The harmonisation of Tenancy Agreements and the proposed amendments to the Tenancy Policy will also have operational implications for Housing Management teams. Staff will need to be briefed and trained on the new tenancy agreement and any changes to tenancy management practices arising from the revised policy.

10.0 FINANCIAL IMPLICATIONS

- 10.1 The costs associated with the proposed variation of tenancy agreements and the associated consultation process have been met, and will continue to be met from existing Housing Revenue Account (HRA) budgets.
- 10.2 Additional expenditure may be incurred in relation to legal advice, including the referral to Counsel, and the finalisation of the tenancy agreement documentation. These costs are considered necessary to ensure legal compliance and mitigate risk and will be managed within the existing HRA allocation for legal and governance support.
- 10.3 The implementation of a unified tenancy agreement is expected to generate longer-term efficiencies by reducing duplication, streamlining tenancy management processes, and improving clarity for both tenants and staff. These operational benefits will support the Council's wider housing transformation programme and contribute to improved value for money.
- 10.4 The proposed amendments to the Tenancy Policy are also expected to deliver financial and operational benefits. The introduction of a 52-week rent collection period may improve income collection and reduce arrears, while changes to tenancy are intended to simplify rent accounting and reduce administrative overheads.

11.0 LEGAL IMPLICATIONS

- 11.1 The variation of secure tenancy agreements is governed by Sections 102 and 103 of the Housing Act 1985. Section 102 provides the Council with the power to vary the terms of a secure tenancy, while Section 103 sets out the procedural requirements for doing so. These include the service of a Preliminary Notice, a period for tenant representations, and the subsequent service of a Notice of Variation, subject to consideration of any feedback received.
- 11.2 In addition, Section 105 of the Housing Act 1985 requires local housing authorities to consult secure tenants on matters of housing management, including changes to tenancy terms. For introductory tenants, Section 137 of the Housing Act 1996 imposes a similar duty. The Council must consider the views of tenants before making a final decision on the proposed variation.
- 11.3 The Council has sought legal advice throughout the development of the proposed North Yorkshire Council Tenancy Agreement. Legal Services have reviewed the draft agreement and advised on the statutory consultation and variation process to ensure compliance with legislative requirements. In addition, the draft agreement was referred to Counsel for external legal input, providing assurance on the robustness of the terms and the lawfulness of the variation process.

- 11.4 The amendments to the Tenancy Policy, including the introduction of a 52-week rent collection period and changes to tenancy start dates, are not subject to the formal variation process under Sections 102 and 103 of the Housing Act 1985, as the policy is not a contractual document. However, as these changes may significantly affect tenants, consultation has been undertaken in accordance with Section 105 of the Housing Act 1985 and Section 137 of the Housing Act 1996. Legal Services have confirmed that this approach satisfies the Council's statutory obligations.

12.0 EQUALITIES IMPLICATIONS

- 12.1 An Equality Impact Assessment (EIA) has been undertaken in relation to the introduction of the NYC Tenancy Agreement. The assessment considers the potential impact of the changes on tenants with protected characteristics under the Equality Act 2010, including age, disability, race, gender, religion or belief, sexual orientation, and other relevant factors. The proposed amendments to the NYC Tenancy Policy including the introduction of a 52-week rent collection period and potential change to tenancy start day have also been considered through the EIA process. See Appendix C.
- 12.2 The harmonisation of Tenancy Agreements is intended to promote fairness, consistency, and transparency across the Council's housing stock. From 1 April 2026, all existing tenants (except those on flexible tenancies) will move to the new NYC Tenancy Agreement, while new secure and introductory tenants will also be subject to this agreement. The NYC Tenancy Agreement ensures that existing tenants retain their succession and assignment rights as set out in their legacy tenancy agreements. These rights differ between legacy tenancies, and the NYC Tenancy Agreement includes clear reference to these legacy provisions for clarity. Flexible tenants will remain on their current agreements until the end of their fixed term.
- 12.3 The Council will continue to monitor the equalities impact of the proposed changes throughout the implementation phase and will take appropriate action to address any issues identified.

13.0 CLIMATE CHANGE IMPLICATIONS

- 13.1 A Climate Change Impact Assessment (CCIA) screening form has been completed in relation to both the proposed variation of tenancy agreements and the proposed amendments to the Tenancy Policy. The assessment concluded that neither proposal is expected to have a significant negative impact on the Council's climate change objectives. See Appendix D.

14.0 PERFORMANCE IMPLICATIONS

- 14.1 The introduction of the NYC Tenancy Agreement is expected to have a positive impact on the performance of the Council's housing service. By replacing multiple legacy agreements with a single, consistent document, the Council will be able to streamline tenancy management processes, reduce ambiguity, and improve operational efficiency.
- 14.2 The proposed amendments to the Tenancy Policy including the introduction of a 52-week rent collection period and potential change to tenancy start day are also expected to support improved performance. These changes aim to simplify rent accounting, enhance income collection, and reduce administrative complexity, contributing to more efficient service delivery.

15.0 POLICY IMPLICATIONS

- 15.1 The new Tenancy Agreement will replace the legacy agreements inherited from Harrogate, Selby and Richmondshire, and will become the standard legal framework for all secure and introductory tenancies managed by the Council.
- 15.2 The proposed amendments to the NYC Tenancy Policy specifically the introduction of a 52-week rent collection period and change to tenancy start day represent a revision to the policy adopted in April 2025. These changes will require an update to the published policy document following consultation and approval.

16.0 RISK MANAGEMENT IMPLICATIONS

- 16.1 There is a legal risk if the statutory process for varying tenancy agreements is not followed correctly. This includes the requirement to serve a Preliminary Notice, undertake meaningful consultation, consider tenant feedback, and issue a Notice of Variation in accordance with statutory timescales. This risk has been mitigated through close involvement of Legal Services, adherence to the relevant provisions of the Housing Acts 1985 and 1996, and the completion of the required consultation process.
- 16.2 There is also a legal and reputational risk associated with the amendments to the Tenancy Policy. Although the policy is not a contractual document, the Council is required under Sections 105 of the Housing Act 1985 and 137 of the Housing Act 1996 to consult tenants on matters of housing management that may significantly affect them. This risk has been mitigated through the completion of statutory consultation and consideration of tenant feedback prior to finalising the policy.

17.0 CONCLUSIONS

- 17.1 The harmonisation of tenancy agreements is a central component of North Yorkshire Council's housing transformation programme following local government reorganisation. The draft NYC Tenancy Agreement has been designed to provide a consistent, legally compliant, and tenant-focused framework across the Council's housing stock.
- 17.2 The proposed changes to both the Tenancy Agreement and Tenancy Policy reflect statutory requirements, operational improvements, and best practice. They support the Council's strategic priorities, including fairness, transparency, and improved service delivery, and represent a significant step towards establishing a unified housing service.

18.0 REASONS FOR RECOMMENDATIONS

- 18.1 The recommendations are made to enable a decision to be taken on the adoption of the NYC Tenancy Agreement and the amended Tenancy Policy, following completion of statutory consultation and consideration of tenant feedback. This approach ensures legal compliance, supports consistency across the housing service, and provides a clear and robust framework for tenancy management across North Yorkshire.

19.0 RECOMMENDATION(S)

It is recommended that the Executive Member for Culture, Arts and Housing:

- 19.1 Approves the adoption of the North Yorkshire Council Tenancy Agreement for secure and introductory tenancies, with existing Harrogate and Selby flexible tenancies remaining on their legacy agreements until expiry of their fixed term; and
- 19.2 Authorises officers to proceed with implementation, including issuing the Notice of Variation in accordance with statutory requirements.

APPENDICES:

Appendix A – Draft Tenancy Agreement
Appendix B – Consultation Response Summary
Appendix C – EIA
Appendix D – CCIA

BACKGROUND DOCUMENTS: None

Nic Harne
Corporate Director – Community Development
County Hall
Northallerton
14 January 2026

Report Author – Imogen Downie, Housing Policy and Strategy Officer (Service Improvement)
Presenter of Report – Carl Doolan, Head of Housing Management and Landlord Services

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

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Introductory/Secure Tenancy Agreement - DRAFT

DRAFT

This document is a tenancy agreement between:

Names of Tenant(s):

Address:

Number of Bedrooms:

Permitted number of occupants:

Beginning of tenancy - Day:

Date:

(This is the date your Tenancy starts no matter what date you sign for it.)

This Tenancy Agreement is an Introductory Tenancy* followed by a Secure Tenancy Agreement

Or

A Secure Tenancy Agreement

(* Delete as appropriate)

****Introductory Tenancy Agreements only***

If you do not keep to the terms and conditions of this Tenancy Agreement, we can end the Tenancy, and you may be evicted from your home (forced to leave).

*Your Tenancy will automatically become a Secure Lifetime Tenancy on the 12-month anniversary of the start date (this is called the 'Conversion Date') **unless**:*

- *we have served you with a notice of extension at least eight weeks before the conversion date; or*
- *Court proceedings for possession have been commenced at any time before the conversion date.*

If these events have occurred, the trial period will continue, and your Tenancy will continue to be an Introductory Tenancy until either the extended period has expired and no proceedings to end the Tenancy have been commenced or the Court has dealt with the application for possession.

If we have served you with a notice of extension or notice of proceedings for possession, you have the right to ask us to review our decision within 14 days.

Weekly rent £

Weekly service charge £

We may change the amount of your rent and service charge from time to time, see Part A 2.3 below

This Agreement describes your rights and responsibilities as a Tenant and our rights and responsibilities as your landlord.

I confirm I have received a copy of the tenancy agreement.

Signed:

Signed:

Date:

In the case of joint tenants both must sign. Each joint tenant will be both individually and jointly responsible for all aspects of this agreement

Signed: _____ Print Name: _____ On behalf
of NYC housing XXXX

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DEFINITIONS

You/the tenant

The word “you” or “the tenant” relates to the person(s) named on the tenancy agreement.

“We”, “us”, “our”, “the Council”

The Council, Councillors, Officers of the Council or any Contractor or Agent we may appoint to act on our behalf.

General Needs Housing

General Needs Housing is for people of all ages as opposed to housing specifically for the older person or people with disabilities etc.

Gross Charge

The Gross Charge is the total amount of rent and service charges relating to the property that you are liable to pay. This does not take into account any Housing Benefit, Universal Credit or other benefits you may be getting.

Locality

“Locality” is the estate, village or areas surrounding where your property is situated. It refers to all streets and properties in the area.

Lodger

A “lodger” is a person who pays you money to let them live with you in your house.

Neighbours

Your “neighbours” include any person living in the locality that could be affected by your activities, no matter who their landlord is.

Notify/Notified

To be informed/told of something in an official manner.

Property, premises and home

The words “property”, “premises” and “home” all refer to the house, flat, or bungalow you live in, including any garden and outbuildings but not including any shared areas.

Rent Arrears

If a tenant is in rent arrears, their rent has not been paid on time and the tenant is behind with their rent payments.

Shared areas

A “shared” or “communal” area is a part of a building or estate which all tenants can use, for example halls, stairways, entrances, landings, shared gardens, lawns and landscaped gardens.

Sub-let

To sub-let is giving another person the exclusive right to live in part or all of your property.

Written permission

Any written communication from the Council giving you permission to do something.

Under-occupation

When the property is larger in size and number of bedrooms than is required by the person/s living at the property.

Family Member

As defined by Section 113 of the Housing Act 1985.

Authorised Officer

A Council employee or representative who has been formally designated by the Council to carry out specific duties under this tenancy agreement.

PART A - YOUR TENANCY AGREEMENT

1.0 FALSE INFORMATION

- 1.1 This means providing false information or engaging in tenancy fraud, including subletting or misrepresentation of occupancy, which is a breach of this agreement and may result in legal action.
- 1.2 It is a term of this Tenancy Agreement that you (or anyone acting for you) must not have knowingly made a false statement or deliberately withheld relevant information from us in order to obtain this tenancy. If it is later found that you have done this, action may be taken against you which may result in you losing your home.
- 1.3 The information contained on your housing application form and on this Tenancy Agreement may be released to bodies responsible for auditing the Council's use of public funds, in respect of the National Fraud Initiative, to detect fraud against the public purse and the Council. This information may be shared for the same purposes with other organisations who handle public funds.

2.0 TENANCY INFORMATION

2.1 Introductory Tenancy

- 2.1.1 If you are a new social housing tenant your status is that of an introductory tenant. If the Council does not take action to repossess your home during your trial period, you will automatically become a secure tenant at the end of the 12 months period from the date of the start of your introductory tenancy. This introductory tenancy may only be ended on the order of the County Court following the procedures set out in Part V Chapter 1 of the Housing Act 1996.
- 2.1.2 In this tenancy agreement we set out the tenancy conditions that, if broken, could form the basis on which the Council will apply for a court order to evict you. Your tenancy will be reviewed at least three months before the end of the introductory period. The Council will assess your conduct and may extend the introductory period of this tenancy by one further period of 6 months, meaning your introductory tenancy will last for 18 months, or take enforcement action if necessary. In such instances you have the right to request a review of any decision.

2.2 Secure Tenancy

2.2.1 If you are an existing social housing tenant or have successfully completed your trial period as an introductory tenant, you are a secure tenant. This means that the Council cannot make you leave your property unless they have a court order, after giving you notice that we are going to do this.

2.3 Varying the Terms of the Tenancy

2.3.1 The rent and any payment for services may be changed by the Council giving you 4 weeks' notice. Any other part of your tenancy may be changed by agreement or by the Council serving Notice in accordance with Sections 102 and 103 of the Housing Act 1985.

2.3.2 The Council has the right to charge you for any new service provided for your home. The cost may be charged as part of your rent. The Council will tell you, in writing, at least four weeks before any new service is introduced.

3.0 NOTICES

3.1 If the Council decides to take action to end your tenancy the Council will inform you by delivering the legally required notice to the address on the Tenancy Agreement. The notice will be left at the property, given to you in person, given to another person at the property, or sent to you by registered post and in this form the notice will be treated as being legally served upon you as the tenant, in line with section 196 Law of Property Act 1925. If we need to serve any notice on Joint Tenants, we will consider the notice to be properly served on all joint tenants once we have served it on one or any of them separately. This reflects how the law applies to joint tenancies. If we need to send you any other legally required notice we will use the same procedure.

3.2 If you wish to serve a notice upon the Council you should use your local Council office.

3.3 A tenant cannot retract a Notice to Quit (Termination Notice) once served.

PART B - OUR RESPONSIBILITIES TO YOU

1.0 POSSESSION

- 1.1 We will give you the keys and possession of the property at the start of your tenancy.
- 1.2 We will not interfere with your rights to live in the property unless you fail to carry out any of your obligations set out in this agreement.

2.0 YOUR RIGHT TO OCCUPY

- 2.1 We will not interrupt or interfere with your right to live in your home whilst your tenancy continues, unless:
 - a) We, our agents or contractors need to come into your home, subject to reasonable notice, to inspect the state of repair, audit works, carry out necessary repairs, improvement work or to service appliances.
 - b) There is an emergency, for example but not limited to a fire or flood.
 - c) The tenancy has ended, and we are entitled to possession.
 - d) We believe that you have abandoned the property with no intention of returning.
 - e) A court order, for example a warrant or an injunction, has been granted allowing us to access your home or allowing us to deny you access to your home.

3.0 SETTING RENTS AND CHARGES

- 3.1 The rent may be altered by the Council after the tenant is given 4 weeks written notice, usually once a year. The notice will say what change we are going to make and the date on which the change will happen.
- 3.2 The Council may alter other charges (e.g. service charges) without prior notice.
- 3.3 We have the right to charge you for any new service we provide for your home. The cost will be charged as part of your rent. We will tell you, in writing, at least 4 weeks before we do this.

4.0 REPAIRS

4.1 The Council shall keep in repair the structure and exterior of the premises including the following:

- a) Drains (unless they fall within the responsibility of the relevant water company), gutters, fascias, soffits and external pipes.
- b) The roof.
- c) Outside walls, rendering to property, doors (including maintaining the security) and window frames.
- d) Concrete canopies over doors and windows.
- e) Internal walls, skirting boards, staircases, door frames, floors and ceilings but not floor coverings or ceiling coverings, and not including internal painting or decoration.
- f) Chimneys and chimney stacks, including annual sweeping and provision of a fire grate where solid fuel heating is used.
- g) Fences, gates, sheds and garages erected by the Council.
- h) Paths, steps and other means of access to the premises.
- i) Glass to windows and doors (unless damaged by the tenant).
- j) Loft insulation.

4.2 The Council shall also keep in repair and working order existing installations for the supply of water, gas and electricity, for sanitation and for space and water heating, including:

- a) Water and gas pipes and electric wiring.
- b) Electric sockets, light fittings and other fixed electrical fittings including smoke alarms, carbon monoxide detectors and environmental sensors where present.
- c) Basins, sinks, baths, toilets, flushing systems, stop taps and waste pipes.

d) Fixed heating and ventilation systems, including water heaters, heat pumps, boilers, fireplaces, fitted fires, radiators, extractor fans and heaters installed by the Council.

4.3 The Council will comply with all statutory duties of a landlord, which includes health and safety legislation and ensuring your home complies with the Government's Decent Homes standard, in that (as far as reasonably practicable) your home is safe, free from serious hazards, is kept in good repair and is fit for human habitation.

4.4 The Council will not be responsible for any damage to your home, including decoration and loss from the property, unless it can be shown that the damage has been caused by the Council's negligence, a breach of this agreement by the Council, or a failure by the Council to meet its repairing obligations as a landlord.

4.5 The Council will make good decorations following repairs or improvements carried out to the premises. This does not apply to improvements made by the tenant. The Council will decide upon the extent of any decorations to be made good following repairs or improvement to the premises.

4.6 The Council will advise you in advance should you be required to vacate the premises to allow the Council to undertake repairs to the premises; in such circumstances you should vacate the premises as requested by the Council. In these circumstances the Council will provide temporary accommodation for you and the other members of your household who reside permanently with you at the premises, until such time as the repairs to the premises have been completed.

4.7 Access for Repairs

4.7.1 The Council will at times have to access your home for the purposes of inspections, undertaking repairs and maintenance of the premises and for the carrying out of our legal obligations, such as, but not limited to, gas safety and electrical installation checks at the premises. You must allow the Council, its contractors or agents to access the premises as for this purpose (see Part C paragraphs 3.7.1 to 3.7.7 below).

4.8 Exclusions

4.8.1 These duties are subject to the Council's right to make good and charge the tenant for the cost of deliberate damage or neglect of its property of communal parts.

4.8.2 The Council will not repair anything fitted by the tenant. The Council will carry out the repairs it is responsible for, offering appointments for all internal repairs. When you report the repair, you will be told when we hope to carry out the repair.

4.8.3 When the Council receives notice from a tenant claiming the Right to Buy, it will only carry out repairs for which it has a statutory duty under Section 11 of the Landlord and Tenant Act 1985.

4.9 Repairing shared areas

4.9.1 The Council will take reasonable care to maintain shared entrances, halls, stairways, lifts, passageways, rubbish chutes, lighting, communal TV aerial systems, laundries and other shared areas.

4.9.2 The Council will make reasonable arrangements to keep all outside shared spaces and hedges on housing estates and developments reasonably tidy.

4.10 Reasonable Adjustments for Tenants with Disabilities

4.10.1 Should you have a disability within the meaning of the Equality Act 2010, you are entitled to ask the Council in writing to make reasonable adjustments to your home, which the Council will consider. Should the Council refuse consent to your request a statement of written reasons will be provided explaining why. Consent to adjustments will not be unreasonably withheld.

5.0 ANTI-SOCIAL BEHAVIOUR

5.1 The Council will give you, and anyone living with you, help and advice if you report or feel you are being a victim of anti-social behaviour. We will investigate your complaint; keep you informed and take action that the Council considers appropriate to tackle the problem, in line with the Council's current Anti-Social Behaviour and Neighbourhood Management Policies.

6.0 CONSULTATION

6.1 The Council will consult tenants who are likely to be substantially affected by a change in the Council's housing policy or practice. This includes any new programmes of maintenance and improvement to your home.

7.0 INSURANCE

- 7.1 We will insure your home (the building) and any Fixtures and Fittings in it, which belong to us.
- 7.2 We do not insure for lost keys to your property; it is your responsibility to replace the keys/call a locksmith.
- 7.3 We strongly advise you to insure the contents of your home for accidental damage. If you accidentally damage fixtures and fittings in your home such as a wash hand basin or glass in windows, we will not cover the cost of this repair. If we repair it, we will recharge the cost to you.
- 7.4 The Council will not accept losses due to theft.

8.0 DATA PROTECTION AND ACCESS TO PERSONAL INFORMATION

- 8.1 The Council will comply with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018 (including any amendments made to it) and our own policies on confidentiality apply to this Tenancy Agreement and your rights to access your personal information.
- 8.2 We will allow you to inspect information we hold about you and we will allow reasonable access to other personal information we hold about you (as long as this information has not been given to us confidentially by other organisations).

9.0 DISCRIMINATION

- 9.1 The Council will not discriminate against you or members of your household on the basis of age, disability, gender, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex or sexual orientation or any other reason, in line with the Equalities legislation.

PART C - YOUR RESPONSIBILITIES TO US

1.0 This section explains what your responsibilities as a tenant are, please read this section carefully, as it applies to you, members of your household and people visiting your property. The following areas are covered:

- a) Rent
- b) Repairs
- c) Your Home
- d) Nuisance and Anti-Social Behaviour

1.1 If you would like further information, please contact your Housing Officer.

2.0 RENT AND OTHER CHARGES

2.1 Payable Rent

2.1.1 Rent, including any service charges is due on Mondays and is payable in advance. Your tenancy is a weekly agreement which runs from Monday to Sunday.

2.1.2 Your tenancy starts on the date indicated at the start of this document in the Beginning of tenancy (Day / Date) section and rent will be due from this date. This may be part of a full week, and this means that if you started your tenancy on any day other than a Monday your first rent payment will be worked out in proportion to the number of days that week that you held your tenancy. In this case the first full week's rent will be due from the following Monday.

2.1.3 If you are in receipt of housing benefit or any welfare benefit awarded to help you make rent payments, it is still your responsibility to ensure that your rent is paid.

2.1.4 You must also make regular payments towards any other debts such as rechargeable repairs, or arrears and other debts arising from a former North Yorkshire Council tenancy.

2.1.5 If your tenancy with the Council ends and you still owe money, we have the right to continue to pursue any debt as a former tenant's arrears. This

may include use of third-party collection agencies and legal action. Any debt remaining could also have an impact on future housing applications.

2.1.6 Your weekly rent is made up of one or more amounts:

- a) Basic rent
- b) Service charges
- c) Other charges

2.2 Non-Payment of Rent

2.2.1 If you do not pay your rent including service charges or other charges due and any previous debts when they are due, we may ask the court to make an order against you for possession of the property. We may then take steps to evict you. If we have to do this, you will have to pay legal costs as well as the rent that you owe

2.3 Previous Tenancies

2.3.1 If you owe money from a previous tenancy with North Yorkshire Council you must complete a Former Tenancy Arrears form and by signing this agreement you are agreeing to repay this debt. If you do not repay the debt, we have the right to ask the court to make an order against your possession of your home and take other enforcement action to recover this debt.

2.4 If you have difficulty paying your Rent, you should contact us immediately.

3.0 REPAIRS

3.1 Reporting Repairs

3.1.1 You must report any disrepair, defects or faults to your property immediately, this includes issues related to damp, mould or condensation.

3.1.2 This also includes disrepair or faults to the structure or outside of the property (or if you live in a flat, the building of which the building forms part of). This includes drains, leaking pipes and other defects in fittings, and faults or disrepair in shared areas.

3.2 Your Responsibilities

3.2.1 You are responsible for all matters which are not the responsibility of the Council (not referred to in Part B above), which includes but is not limited to the items listed below. For full details, please refer to the Repairs Standard the Council website.

- a) Internal re-decoration.
- b) Repairing damage caused by a member of the household or visitors.
- c) Replacing lost keys.
- d) Fitting curtain track battens.
- e) Renewing plugs and chains to sinks, baths and basins.
- f) Renewing electric light bulbs, tubes and starters for fluorescent light fittings, plugs and fuses.
- g) Making good minor cracks and small holes in plaster.
- h) Your own TV or radio aerials and satellite dishes; (note that permission is required from the Council before these items are installed).
- i) Doorbells (unless they are part of the electrical installation).
- j) Wooden sheds.
- k) Replacement of broken glass.
- l) Clearance of blocked waste pipes.
- m) Repair or replacement of washing lines (except in communal areas where one is provided).
- n) Repairing and maintaining your own domestic equipment and appliances.
- o) Vinyl, carpets and other floor coverings, curtains and blinds.
- p) Toilet seats, sink and bath plugs and chains (the Council will only provide one at the start of a tenancy).

q) Letter box repair or replacement.

3.3 Care of the Property

3.3.1 You must take care of the property and keep it clean and well decorated.

3.3.2 You may also have to pay for the cost of any repair if it results from damage or neglect from yourself, a member of the household, or visitors to your property.

3.3.3 You must take reasonable precautions to prevent frost damage occurring to any pipes or other installations to the premises, provided the pipes or other installations are adequately insulated by the Council. You should not do anything that may cause blockages to sinks, toilets, drains and sewers or cause fire damage to the property.

3.3.4 You should make sure your home is heated and ventilated, and you should follow any advice given by the Council on how to reduce condensation within your home.

3.3.5 You should ensure that all trickle vents in windows are kept open to help prevent condensation and mould growth.

3.3.6 You should ensure that extractor fans in the kitchen and bathroom are used whilst these rooms are in use.

3.3.7 You must take reasonable steps to avoid doing anything which encourages insects, pests or vermin (such as ants, cockroaches, mice, rats or pigeons) to infest either your home or the communal areas. You must not throw scraps of food out of the window or on the balcony.

3.3.8 You must let us know as soon as you become aware of any infestation in your home or a communal area by telephoning the Council and reporting this to the pest control service.

3.3.9 If your home or a communal area becomes infested as a direct result of you failing to take reasonable steps, we may charge you the reasonable costs for special cleaning and any other professional treatment that might be needed.

3.3.10 You must dispose of rubbish in the bins provided by the Council.

3.3.11 You must ensure that your rubbish is put out in time for collection.

- 3.3.12 You must ensure the proper removal of ALL items not eligible for collection i.e. bulky waste/unwanted furnishings.
- 3.3.13 You must tell the Council as soon as possible about any defect at the property which the Council is liable to repair. You may be liable if damage is caused by not reporting the repair.
- 3.3.14 You must not excessively clutter your home as this can compromise the health and safety of you and your neighbours, prevent access to essential services, and may result in damage to the property. You must keep all shared entrances, halls, stairways, and landings clean, free from rubbish and personal belongings. We will remove any item which has been left in the shared entrance, communal hall, stairways and landings. Fly-tipping in gardens, communal or otherwise, is not permitted.
- 3.3.15 You must not store items in the loft area of your home. Lofts are not designed for storage and storing items there can damage insulation, wiring or the structure of the building, and create fire or safety risks. If items are found to be stored within the loft space, they may be removed.
- 3.3.16 You will be responsible for any damage caused by any items that you, members of your household, relatives or visitors bring into the property, for example leaking washing machines. This includes damage to your home and any adjoining home caused by your appliances. The Council will charge you for any repairs which are due to damage caused by these items.
- 3.3.17 You must ensure that any works which you are responsible for under the terms of this agreement are carried out to a reasonable standard, by appropriately qualified trade persons. You must seek written permission from the Council before undertaking any works involving gas, electrical systems, asbestos, or other regulated materials. If you are unsure whether works involve any of these materials, you must seek advice from the Council before proceeding. Certification must be provided where required. Please refer to the Repairs Standard for further guidance on permissions, standards and responsibilities.

3.4 Smoke Alarms, Heat Detectors and Carbon Monoxide Detectors

- 3.4.1 You are responsible for testing and replacing batteries in smoke alarms, heat detectors and carbon monoxide detectors. If the alarm or detector is broken you must report it to us immediately, so that we can replace it.

3.5 Temporary Accommodation During Major Repair Work

3.5.1 If you or members of your household have been temporarily moved to other accommodation so work can be carried out on the property, you must return to the property once the work has been completed. If you do not return when the work has been completed, we may ask the court for an order for possession of the property. If this happens, you may have to pay legal costs.

3.6 Care of the Garden, Outbuildings and Other External Areas

3.6.1 You are responsible for the upkeep and reasonable maintenance of the garden, including hedges, shrubs and trees (unless the garden area is shared with others). If the garden is overgrown and you do not have a good reason for not doing the work yourself, we may do the work and charge you a reasonable cost for doing it.

3.6.2 You must keep any outbuildings, garages, sheds or other structures that are part of the premises in a reasonable condition.

3.6.3 You must have written permission from the Council before planting any trees in your garden or in communal areas around your home.

3.6.4 You shall not, without permission remove or install fencing.

3.6.5 You are responsible for any trees that are within the boundary of the property but you (or someone on your behalf) cannot cut down trees and hedges within the boundaries of your home without first getting written Council permission. You must not plant very large or fast-growing trees or conifer species in the gardens of the property or that may cause damage, nuisance or obstruction. If you think that a tree may be dangerous you must report this to us. Where we decide that any trees or shrubs are a nuisance or dangerous we will prune, replace or remove.

3.6.6 You must not park or drive a motor vehicle, caravan, motor home or boat within the boundaries of your home, including the front and rear garden, or over Council owned grass verges without providing a hard standing to a specified standard and a car crossing over the pavement or path. You must also not allow members of your household or visitors to your home to do this either. You must get written permission from the Council before any work to construct a hard standing and pavement crossing is begun.

- 3.6.7 You must not keep a vehicle or vehicles within the boundary of the property that have no road tax or insurance without the express permission of the Council.
- 3.6.8 No person can reside temporarily or permanently in the garden of your property.
- 3.6.9 You must not construct or remove any hardstanding, paths, garage, carport, shed, pigeon loft, greenhouse, fence, wall or any other building without the prior written permission of Housing.
- 3.6.10 You may be able to affix a satellite dish, mast or aerial to your home provided you meet certain conditions and have prior written permission from the Council.
- 3.6.11 If Council staff request or have need to inspect the garden and external areas, you must allow access for this inspection. An example of this would be as part of a periodic property and tenancy inspection, you must allow photographs or video footage of the garden and external areas to be taken if required for evidential purposes. Images will not include people and will only be used to document property condition. This supports legal obligations.
- 3.6.12 You must not store rubbish, household furniture, household appliances or any unsightly objects in your garden or any shared garden.

3.7 Access for Repairs and Servicing

- 3.7.1 The Council (or its contractors or agents) may need access to your home to inspect, repair, service or improve the property, or to meet legal obligations (including but not limited to gas and electrical safety checks). We will give at least 24 hours' written notice where required, except in emergencies. Not all repairs or inspections require written notice, please refer to the Repairs Standard for details.
- 3.7.2 If you do not allow us entry to the property, the Council may apply to court for an injunction or warrant to gain access to the property and/or a possession order against you for breach of this tenancy agreement. You may have to pay our costs of any application the Council makes to court. Before enforcement action for missed appointments, the Council will make reasonable attempts to rearrange and consider health, work or caring commitments. The Council is required by law to carry out certain works in Council homes, including annual gas safety checks and

electrical installation checks and works to address hazards such as damp and mould. Refusing access may put your health and safety at risk.

- 3.7.3 Officers or agents of the Council may enter the property using such means as may be necessary without giving notice if, in the opinion of an Authorised Officer of the Council, entry is necessary because of an emergency from which personal injury or damage to Council or adjoining property might result. In such an event the Council will make good any resultant damage to the property and will leave it secure.
- 3.7.4 Possessions must not be stored in such a way as to make access to any rooms or appliances e.g. gas boilers in the property difficult or dangerous.
- 3.7.5 When Council staff inspect the property condition and you allow access, for example, as part of a periodic property and tenancy inspection, you must allow photographs or video footage to be taken for evidential or compliance purposes. Images will not include people and will only be used to document property condition. This supports legal obligations.
- 3.7.6 You may be charged if there is no-one at home when you have requested an emergency call-out or where an appointment has been made for the Council, its contractor or agent, to attend the property but access is not gained, which includes access to the property to carry out a gas safety and/or electrical installation check at the property.
- 3.7.7 You may also be charged for a wasted call out by a gas engineer or other contractor if, when servicing a gas appliance by pre-arranged appointment, there is insufficient credit on the meter, which means that a further call-out has to take place. Other contractors may also charge for missed or abortive visits where access is not provided, or the appointment cannot go ahead due to something you have failed to do.

3.8 Alterations, Additions or Improvements

- 3.8.1 If you are an introductory tenant, you do not have the right to make any improvements to your home with the exception of decoration.
- 3.8.2 If you are a secure tenant, you should not do any structural alterations, additions or improvements to your home without first getting written permission from the Council. This includes the installation of satellite dishes, the erection of sheds and/or the replacement of doors, kitchens and bathrooms. Permission will not be unreasonably withheld. Please refer to the Repairs Standard for further guidance on what requires permission and how to apply.

- 3.8.3 Some alterations may be subject to planning restrictions or building control regulations and you must obtain these permissions where necessary in addition to obtaining the Council's permission as your landlord.
- 3.8.4 The Council will not normally be responsible for repairing or maintaining any installation fitted by you. The Council may ask you to remove or put back any alterations when you leave.
- 3.8.5 The Council may take legal action to recover costs from you or your contractor should you fail to comply with conditions stipulated by the Council when carrying out the work and this results in the Council incurring expenditure in putting it right or replacing defective work.
- 3.8.6 Any alterations or improvements involving Gas or Electric installations must be done by qualified and competent people and certified on completion.

4.0 USE OF YOUR HOME

4.1 Properties with Shared Areas

- 4.1.1 If you live in a block of flats, you and the other tenants are responsible for cleaning shared areas, e.g. entrances, hallways, staircases and landings, unless the Council has notified you that a person has been employed to undertake the cleaning.
- 4.1.2 You must make sure that shared areas, entrances, hallways, staircases, passages or bin cupboards are not blocked. You or any people living in or visiting your home must not leave any items and rubbish in shared areas.
- 4.1.3 You, or anyone living in or visiting the property, must not do anything in, or to, shared areas of the property that may cause a nuisance to other users of those areas, or that will cause damage to shared areas. For example: car breaking, car repairs, bonfires, games or parties or any other behaviour that may cause a nuisance.
- 4.1.4 You, or anyone living with you, or visiting your home, must not interfere with security and safety equipment in communal blocks - doors should not be jammed open and strangers should not be let in without checking their identity.

4.1.5 You must not store or charge mobility scooters, E-Bikes or other equipment containing a lithium battery in communal hallways.

4.2 Occupying Your Home

4.2.1 You must move into the property once you have signed the Tenancy Agreement.

4.2.2 You must occupy the premises as your only or main home.

4.2.3 You must give the Council reasonable notice before being absent from the premises for a period of more than 28 days.

4.2.4 At all times, whether absent or otherwise, you must take such steps as are reasonably necessary to ensure that the property is kept secure.

4.2.5 You must notify the Council of all the occupants living in the property and must notify the Council of any changes to the occupants of the premises, other than temporary visitors who live with you for less than one month.

4.2.6 If you are an introductory tenant you **do not** have the right to sublet any part of your home. If you are a secure tenant, you must not sub-let any part of the property without the written permission of the Council, such permission will not to be unreasonably withheld.

4.2.7 If you are an introductory tenant, you **do not** have the right to exchange or assign your home with any other tenant. If you are a secure tenant, you should not assign or exchange your tenancy without prior written permission of the Council, which will not be unreasonably withheld.

4.2.8 We may also carry out checks with other agencies to verify your occupation.

4.2.9 You must not allow the property to become statutorily overcrowded. We may apply for a possession order if we find that the property is statutorily overcrowded.

4.3 Rights of Way

4.3.1 You must allow, and be entitled to, a free and unobstructed right of access across any common paths and passageways leading to, or from, the property, or any adjoining or other property.

4.4 Business Use

4.4.1 You, or anyone living with you, must not run a business from your home without the Council's agreement in writing. Permission will not be unreasonably withheld but consideration will be given to the likely impact of the business on neighbouring properties.

4.4.2 Things that might lead to permission being refused include but are not limited to; noise caused by the business, smells, large numbers of visitors, traffic congestion and other general nuisances caused by the business.

4.4.3 You must not attach signs advertising your business to the exterior of the property.

4.5 Health and Safety in Your Home

4.5.1 You, members of your household or any visitors to your home, must not do anything, or cause anything to be done, which in our opinion, is likely to cause a danger to anyone in the property or locality.

4.5.2 This includes but is not limited to:

- a) The storage of dangerous and/or inflammable materials, including lithium batteries, or fuels in the property, outbuildings, communal areas or garden apart from those for general household use.
- b) The use of portable gas, oil or paraffin heaters in the property.
- c) The storage of any E-bikes/mobility scooters/engines/motorbikes/other motorised vehicles in the property.
- d) Interference with equipment for detecting or putting out fires.
- e) Interference with equipment for the supply of electric, gas, water or other utilities.
- f) Carrying out unsafe electrical, D.I.Y or other work in the property.
- g) Throwing things out of windows or balconies.

4.5.3 You must notify the Council if the circumstances of anyone in the household changes in such a way as to affect their ability to safely

evacuate your home, to allow the Council to liaise with other agencies if needed.

4.6 Pets

4.6.1 You shall seek the written consent of the Council before keeping any pet.

4.6.2 If permission is granted, you must not allow any animals or pets of your own, or that you are responsible for, or that are visiting your household, to cause annoyance or nuisance to neighbours and the public or anyone living in the locality, or to cause damage to any property.

4.6.3 You must not allow your property or garden to become unhygienic due to a build-up of your pets' faeces (fouling), and if any pet you own, or are responsible for, fouls in the shared areas, you are responsible for cleaning this up.

4.6.4 You must keep any pets you own or are responsible for under control. This also applies to any pets your visitors bring with them to the property.

4.6.5 You must make sure that any animal is reasonably and suitably restrained when any Council employee, contractor or Agent we may appoint to act on our behalf is visiting your property.

4.6.6 You must not keep an animal in any internal or external shared area.

4.6.7 You must not breed any animals in your property, gardens or shared areas.

4.6.8 Whilst each application will be considered individually, ordinarily the Council will not give permission for any of the following:

- a) Any dog the Dangerous Dogs Act 1991 applies to;
- b) Any animal the Dangerous Wild Animals Act 1976 applies to;
- c) Any other animal that poses a danger, or threat of danger to your neighbours and the public, or anyone living in the locality;
- d) Any livestock not suitable for a domestic environment.
- e) Any animal which causes a health and safety risk in the locality, as per the definitions of this agreement.

f) Any animal which is not bred as a domestic pet

4.6.9 The Council reserves the right to restrict the number and type of animals you may keep or require you to remove them.

4.6.10 Permission may be refused or withdrawn where it is clear that it is unsuitable for you to keep a pet or pets or for any other appropriate reason such as a proven history of animal neglect.

4.6.11 For the purpose of this agreement, a 'pet' means a domestic animal kept mainly for personal interest, companionship or ornamental purposes.

4.7 Parking

4.7.1 You (or anyone living with you or visiting your home) must not park a vehicle anywhere on your property except on a hard standing (a driveway or area intended for parking).

4.7.2 Commercial vehicles, caravans, motor homes and boats must not be parked on the garden, driveway or hard standing area around your home or on any communal parking areas without the Council's agreement in writing, which will not be unreasonably withheld. Vehicles that are untaxed, un-insured or un-roadworthy must not be parked on council land without the written permission of the Council.

4.7.3 You, (or anyone living with you, or visiting your home), must not park anywhere that could obstruct emergency services.

4.7.4 If your property has a designated residents' parking space, only you and your legitimate visitors may park there. You must not give or sell the parking place to anyone else.

4.7.5 You (or anyone living with you or visiting your home) must not drive or park on the grass verges or common grassed areas in the locality of your property.

4.7.6 You (or anyone living with you, or visiting your home) should not obstruct parking areas or garage forecourts.

5.0 NUISANCE AND ANTI-SOCIAL BEHAVIOUR

5.1 The Council is firmly opposed to anti-social behaviour. You must take all reasonable steps to prevent anyone living at or visiting the property,

including lodgers and sub-tenants, from causing any nuisance, annoyance, offence or harm to any:

- a) Neighbour
- b) Other tenant of the Council
- c) Businesses or services operating in the locality
- d) Officers of the Council or any of its agents or contractors
- e) Other person living, visiting or being in the locality

5.2 You, members of your household, or any visitors to your home must not do anything or cause anything to be done which is likely to cause nuisance, annoyance or harassment to others residing in, visiting or within the locality.

5.3 This includes but is not limited to the use of any words, or the performance of any acts (including graffiti and damage to property), which are likely to be abusive or insulting on any grounds including colour, race, nationality, sex or sexual orientation, age, gender or gender reassignment, religion, disability, marriage or civil partnership. It also includes the use of social media, emails or other digital media to harass, cause nuisance or make false or malicious allegations about those listed in 5.1 above

5.4 If anyone living in or visiting the property causes nuisance, annoyance, offence or harm you will be held responsible as if you had committed it yourself. You must ensure that no damage is caused by you or anyone living in or visiting your home.

5.5 You or any member of your household or visitors to your home must not undertake any of the following activities:

- a) Using your home or any other Council property for illegal or immoral purposes. In particular, the Council will not tolerate the property being used in connection with the possession, use, supply of, dealing or growing illegal drugs or substances.
- b) You must not use the property, or the locality of the property, for the supply of any controlled drug or other substance that is illegal under the Misuse of Drugs Act 1971 or any other part of the criminal law. You must make sure that no member of your household, or any lodger,

sub tenant or visitor carries out such an act. If they do you will be responsible as if you had committed it yourself.

- c) Keeping illegal weapon(s) on the property.
- d) Threatening behaviour at the property or in the local area with or without an offensive weapon.
- e) Causing malicious damage, including drawing graffiti, to your property or any public property in the locality.

5.6 If you do undertake any of the activities listed in Part C Section 5 of this agreement, the Council may take immediate legal action against you as the tenant of the property which could result in the repossession of your home.

5.7 Noise

5.7.1 You, or anyone living with you or visiting your home, must not create or permit any noise which causes a nuisance to people in the locality.

5.7.2 You must not operate any device or equipment or do any activity which creates so much noise that it causes nuisance or annoyance to your neighbour or other persons living or visiting the local vicinity.

5.7.3 This includes, but is not limited to;

- a) Playing any television, radio, musical instrument or music playing appliance or recording equipment too loudly.
- b) Excessive use of power tools.
- c) Unreasonable use of electrical equipment and appliances.
- d) Activities such as parties, which might cause justifiable complaint due to noise levels or timing.

5.8 Children

5.8.1 You must exercise reasonable control over children in your household and any children visiting your home to prevent them causing a nuisance or harassing neighbours and the public. This includes preventing them from playing ball games where it is prohibited or likely to cause a nuisance.

5.8.2 Fencing provided around gardens is intended to mark the boundary of the property only and is not designed to provide a secure or safe area for children or pets. It is your responsibility to ensure that children and pets are kept safe and prevented from escaping or coming to harm. Exceptions may apply where Occupational Therapy recommendations require fencing for safety or accessibility purposes.

5.9 Harassment

5.9.1 You must not commit or allow members of, or visitors to your household to commit any form of harassment on any grounds including race, colour, religion, gender, gender reassignment, sex, sexual orientation, pregnancy /maternity age or disability which may interfere with the peace and comfort of, or cause offence to, any others residing in, visiting or offering services in the locality.

5.9.2 This includes committing harassment using social media or other types of digital communications.

5.9.3 Harassment is a crime, and you will be breaching the conditions of your tenancy if found to have committed harassment.

5.10 Racial Harassment

5.10.1 The Council will not tolerate racial harassment. You must not cause racial harassment and must take all reasonable steps to prevent anyone living in or visiting the property from doing so.

5.10.1 Discrimination, intimidation, or harassment because of someone's race will include any act of verbal or physical abuse directed at individuals or groups because of their colour or origin, when the victim believes that the attack is of a racial nature or there is direct evidence of a racial motive. It is very different from other forms of harassment.

5.10.2 Racial harassment is a crime, and, like all forms of harassment, you will be breaking the conditions of your tenancy if found guilty of it.

5.11 Behaviour Towards Council Employees

5.11.1 You must not physically or verbally abuse Council employees, Councillors, Officers of the Council or any Contractor or Agents we may appoint to act on our behalf or intimidate them in any way.

5.11.2 Physical abuse includes, but is not limited to, any actual or threatened assault, attack, violent act or aggression directed towards any of our employees. You must make sure that no member of your household, or any other lodger or sub tenant or visitor commits any such act. If they do you will be held responsible as if you had committed it yourself.

5.12 Social Media

5.12.1 You, or anyone living with you, or visiting your home should not use social media sites to harass, abuse or make defamatory statements about the Council, its officers, contractors or other tenants. Reasonable and lawful expressions of concern or complaints about services should be made through the Council's official complaints process, not on social media. Personal attacks on individuals, including Council officers, are strictly prohibited.

5.13 Domestic Abuse

5.13.1 You must not inflict domestic abuse, threaten violence or use mental, emotional or sexual abuse against your partner, ex-partner or another member of your household. Where a member of the household has to leave the home due to domestic abuse inflicted by another member of the household, the Council may seek possession of the property if firm evidence is obtained that the victim has left the property as a result of domestic abuse.

PART D - YOUR RIGHTS

1.0 INTRODUCTORY TENANTS

1.1 The Right to Occupy

1.1.1 You have the right to live in your home/property without being disturbed by the Council or any other person(s) acting on the Council's behalf as long as you keep to this agreement. However, we, or someone acting on the Council's behalf, may have to enter your home to carry out essential repair and/or maintenance work. The circumstances in which we will do so are set out in this agreement. Additionally, we may on occasion, need to visit you to discuss matters relating to your tenancy.

1.2 The Right of Succession

1.2.1 Your rights of succession as an introductory tenant are governed by sections 131 to 133 of the Housing Act 1996.

1.2.2 Those who are able to succeed to the introductory tenancy in case you die are:

a) Your spouse or civil partner, but only as long as they occupied the property as their only or principal home at the time of your death.
OR

b) Another member of your family, but only as long as they occupied the property as their only or principal home at the time of your death AND resided with you throughout the 12 months immediately before your death.

1.2.3 There are a number of exceptions to the operation of this right as set out in the legislation and some of those exceptions are as follows:

a) If you are already a successor to an introductory tenancy, there can be no second succession.

b) If you are a joint introductory tenant, upon your death the tenancy will pass to the other tenant and this will also count as a succession.

c) If there has been an assignment of the introductory tenancy, succession rights do not arise.

1.3 The Right to Assign

1.3.1 Introductory tenants have no general right to assign their tenancy. However, there are some prescribed situations when such an assignment can take place (as set out in section 134 of the Housing Act 1996), namely if a court order for assignment is made in certain prescribed proceedings (family law proceedings) OR it is made to a person who would be qualified to succeed to the tenancy.

1.3.2 You cannot assign the tenancy if there has already been a succession or an assignment.

1.4 The Right to Exchange

1.4.1 As an introductory tenant you do not have the right to exchange your home with any other tenant.

1.5 The Right to Take in Lodgers

1.5.1 As an introductory tenant you do not have the right to take in lodgers. The Right to Sub-Let.

1.5.2 As an introductory tenant you do not have the right to sub-let any part of your home.

1.6 The Right to Repair

1.6.1 The Council is required to carry out certain urgent repairs within specified time limits and if the tenant notifies the Council that the contractor has failed to carry out the repair within the set time limit, the Council will instruct a second contractor to carry out the work. It is also your responsibility to ensure that you are at home on the time/date agreed with the contractor for them to access your property.

1.7 The Right to Improve

1.7.1 As an introductory tenant you do not have the right to make any improvements to your home. You are allowed to decorate your home.

1.8 The Right to Buy

1.8.1 As an introductory tenant you do not have right to buy your home. However, if you go on to become a secure tenant and do buy your home, the period you spent as an introductory tenant will count towards any discount you may be entitled to.

1.9 The Right to Information

1.9.1 You have the right to information about your tenancy including the right of access to your tenancy files.

1.10 The Right to Consultation

1.10.1 You have the right to be consulted about proposals for changes including the way we manage, maintain, improve, demolish, sell or transfer Council homes, or changes to services or facilities for Council tenants.

1.11 The Right to Manage

1.11.1 Tenants' Management Organisations have the right to take over the management of their homes. The right only applies to Council tenants and Council leaseholders.

2.0 SECURE TENANTS

2.1 The Right to Occupy

2.1.1 You have the right to live in your home/property without being disturbed by the Council or any other person(s) acting on the Council's behalf as long as you keep to this agreement. However, we, or someone acting on the Council's behalf, may have to enter your home to carry out essential repair and/or maintenance work. The circumstances in which we will do so are set out in PART C 3.7.1 – 3.7.7. Additionally, we may on occasion, need to visit you to discuss matters relating to your tenancy.

2.2 The Right of Succession

2.2.1 North Yorkshire Council secure tenants have a right to succession of their secure tenancy upon their death, but only in certain prescribed circumstances. What type of right to succession operates in each tenant's case depends on when the secure tenancy started.

2.2.2 For all secure tenants whose secure tenancy started **before 1st April 2012**, their rights are governed by section 87 of the Housing Act 1985 (before it was amended by the Localism Act 2011).

2.2.3 This means that the following persons can succeed:

- a) Tenant's husband or wife or civil partner living in the property as their only or principal home at the time of the tenant's death; or
- b) Another member of the tenant's family living in the property as their only or principal home at the time of the tenant's death, for a period of twelve months ending with the tenant's death.
- c) Those living together as if they were married or civil partners fall within the definition of family members as set out in section 113 of the Housing Act 1985.

2.2.4 For all secure tenants whose tenancy started **on or after 1st April 2012**, their rights are governed by section 86A of the Housing Act 1985 (as amended by the Localism Act 2011).

2.2.5 This means that the following persons can succeed:

- a) The tenant's husband or wife or civil partner who occupied the premises as their only or principal home at the time of the tenant's death.
- b) Those living together as if they were married or civil partners are included in the above.

2.2.6 In addition to the statutory rights set out above, if your secure tenancy commenced with one of the legacy district Councils (Selby District Council, Harrogate Borough Council or Richmondshire District Council), you may have additional succession rights which are governed by the provisions of those tenancy agreements. For details of those rights see Appendix A to this tenancy agreement.

2.2.7 In all cases of succession, irrespective of when the tenancy started and irrespective of 2.2.6 above, the following is applicable:

- a) There can only ever be one succession.
- b) Succession is limited to where there has been no previous assignment.
- c) If you are a joint secure tenant, upon your death the tenancy will pass to the other tenant by survivorship, and this will also count as a succession.

- d) Where the tenancy has passed to a member of the family and the home is more extensive than is reasonably required by the successor, the Council can seek possession of the Property under ground 15A of Schedule 2 to the Housing Act 1985.

2.2.8 **Discretion** - Where an application for succession is refused, the Council may agree to grant a new tenancy agreement to the remaining occupant on the following conditions:

- a) only if that occupant is a close family member (as defined in the North Yorkshire Council's Allocations Policy); AND
- b) that occupant has resided with the deceased tenant at the deceased tenant's home for at least 12 months prior to the deceased tenants' death; AND
- c) the eligibility and qualification criteria set out in North Yorkshire Council's Allocations Policy is met; AND
- d) in the event of under-occupation of the premises, the grant of the new tenancy would be subject to a move to alternative accommodation.

2.2.9 This is not an automatic right, and the Council will consider each individual case on its merits.

2.3 Right to Assign

2.3.1 You may be able to assign your tenancy whilst you are still alive and have capacity in the following prescribed circumstances (section 91 of the Housing Act 1985):

- a) by way of mutual exchange (see 2.4 below)
- b) to someone who would be qualified to succeed you on your death;
- c) where a Court has made an order for assignment in certain prescribed court proceedings (family law proceedings).

2.3.2 The procedure for making an application to the Council for a mutual exchange is set out in clause 2.4 below and North Yorkshire Council's Tenancy Policy. The Council's consent is required for a mutual exchange.

2.3.3 For any other assignment, the Council needs to be satisfied that you meet the requirements imposed and you may be asked to show evidence of this.

2.3.4 You cannot assign the tenancy in any of the ways set out above if there has already been a succession or an assignment.

2.4 The Right to Exchange

2.4.1 You have the right, subject to current legislation, policy and procedure, to exchange with another tenant of North Yorkshire Council, a housing association or another Council. This right is subject to the written consent of both/all landlord(s) and can be refused on certain grounds.

2.5 The Right to Take in Lodgers

2.5.1 You have the right to take in lodgers, but you are required to tell the Council the name, age and sex of each lodger.

2.5.2 You must not take in lodgers where this will result in your home being overcrowded.

2.5.3 You are responsible for ensuring that any lodger complies with the terms of this tenancy agreement whilst living in your home.

2.5.4 You will be responsible for ensuring that the lodger vacates your property if you wish to end the agreement or before your tenancy with the Council comes to an end.

2.6 The Right to Sub-Let

2.6.1 You have the right to sub-let part of your home, provided you obtain the Council's prior written consent. Sub-letting means that someone pays you rent to have exclusive right to part of your home whilst you are still living there. You cannot sub-let the whole of your property. Subletting should not result in overcrowding.

2.7 The Right to Repair

2.7.1 The Council is required to carry out certain urgent repairs within specified time limits and if the tenant notifies the Council that the contractor has failed to carry out the repair within the set time limit, the Council will instruct a second contractor to carry out the work. It is also your

responsibility to ensure that you are at home on the time/date agreed with the contractor for them to access your property.

2.8 The Right to Improve

2.8.1 You have the right to carry out improvements to your home provided you obtain the Council's prior written consent, which cannot be unreasonably withheld. Planning and building regulation approval may also be needed, and you should obtain these consents before work is started.

2.9 The Right to be paid for Improvements at the End of Your Tenancy

2.9.1 In certain circumstances, when the tenancy comes to an end, you have the right to compensation for certain qualifying improvements made to the premises by yourself. Your claim must be made to the Council within 14 days of the end of your tenancy.

2.10 The Right to Buy

2.10.1 In certain circumstances you have the right to buy your home. To be eligible you must have had a public sector landlord (e.g. a Council property, housing association property, or H.M. Forces accommodation) for a minimum of 3 years.

2.11 The Right to Information

2.11.1 You have the right to information about your tenancy including the right of access to your tenancy files.

2.12 The Right to Consultation

2.12.1 You have the right to be consulted about proposals for changes including the way we manage, maintain, improve, demolish, sell or transfer Council homes, or changes to services or facilities for Council tenants.

2.13 The Right to Manage

2.13.1 Tenants' Management Organisations have the right to take over the management of their homes. The right only applies to Council tenants and Council leaseholders.

PART E - ENDING YOUR TENANCY

1.0 ENDING YOUR TENANCY

- 1.1 If you wish to bring the tenancy to an end, four weeks' notice must be given in writing to the Council, to expire on a Sunday.
- 1.2 Within the Notice period you must allow Council staff, contractors or other authorised persons access to your property to carry out a pre-termination assessment and, if necessary, to carry out any repairs. As part of this inspection, photographs or video recordings may be carried out.
- 1.3 The whole of the property must be vacated, and all keys delivered to your Housing Office no later than noon on the Monday following your tenancy end.
- 1.4 You must not leave the keys with anyone else, including friend, neighbour or relative unless they are legally entitled to act on your behalf. If you fail to return the keys you may be charged for the cost of replacement keys, locks and other work required to the doors/frame due to your failure to return the keys, and for any rent loss incurred by your delay in returning the keys.
- 1.5 When handing in your notice, you must leave a forwarding address, up to date contact details and fill in a tenancy termination form.
- 1.6 You must continue to pay rent and other charges until the tenancy has ended, even if you leave the property early. In the case of a joint tenancy, the tenancy is held jointly and cannot be ended by one tenant without ending it for both. Where one joint tenant gives notice to quit, this will bring the tenancy to an end for all joint tenants. This is a process of law and applies to all joint tenancies. However, the Council will consider any request from a remaining joint tenant for a new tenancy in accordance with its Allocations Policy. There is no automatic right, and each case will be assessed individually.
- 1.7 The Council will consider in accordance with the Allocations Policy any requests received from the other joint tenant to remain in the property and/or move to other suitable accommodation. In making this decision the Council will, in applying the Allocations Policy consider the housing needs of the other tenant, financial resources, likely health effect on the other tenant and any remaining dependants and suitability as a tenant. There is no automatic right, and the Council will consider each request on its merits.

2.0 CONDITION OF THE PROPERTY AT THE END OF YOUR TENANCY

- 2.1 When your tenancy ends the property must be left in a reasonable state of decoration and repair with all fixtures and fittings intact. The property must be left in a clean and tidy condition, and you must remove all your furniture and personal belongings.
- 2.2 The Council will remove and store any items left behind that appear to be of value. These items will be stored for a minimum of one calendar month. The Council will take reasonable steps to notify the former tenant at their last known address and by any other available means. If the Council don't hold a last known address or the tenant cannot be traced, the Council will serve notice in accordance with the Torts (Interference with Goods) Act 1977, which may require a three-month notice period before disposal. If the items are not collected within the applicable notice period, the Council may dispose of or sell the items. You will be liable for the reasonable costs of removal, storage, and disposal, which will be deducted from any sale proceeds, and if there any costs remaining, they will remain your liability. The Council will hold any remaining sale proceeds for 6 months from the date of the end of your tenancy, which if not claimed will be deemed as forfeited.
- 2.3 It is your responsibility to take meter readings and contact Council tax, gas, electric, and water, telephone and TV media companies to let them know you are moving.
- 2.4 We will charge you the full cost of any repairs and/or cleaning which need to be carried out as a result of neglect or deliberate act by you after your tenancy has ended.

3.0 POSSESSION PROCEEDINGS BY THE COUNCIL

- 3.1 The Council may seek possession of the property in accordance with the legal provisions set out in Sections 84 and 84A and Schedules 2 and 2A of the Housing Act 1985. These provisions set out the grounds under which possession may be sought, including both mandatory and discretionary grounds. Any action will be taken in line with statutory requirements and the Council's policies.
- 3.2 Where possession is sought, the Council will serve the appropriate legal notice and may apply to the County Court for a possession order. Tenants will be informed of the grounds being relied upon and have the right to respond or seek advice.

Our communities are diverse and to reflect this we have improved and updated our Tenancy Agreement and also made it easier to understand.

If you have difficulty reading this document because you need it in LARGE PRINT, have a disability or because English is not your first language this information can be made available in other languages and formats upon request by contacting us on 0300 131 2 131.

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Appendix A – Succession rights for all those who became Council tenants before April 2026

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	Pre-1st April 2012	Post-1st April 2012
If your tenancy commenced with Harrogate Borough Council	<p>Statutory rights operate as set out at Part D clause 2.2.2 of the NYC Tenancy Agreement.</p> <p>Harrogate Borough Council's tenancy agreement relevant to this period in time stipulated that a 'close relative' could succeed to the tenancy (subject to other conditions). Its Policy set out that it was a 'family member' who could succeed, within the meaning of the definition set out in section 113 of the Housing Act 1985.</p> <p>NYC will adopt the same approach as that within HBC's previous Policy.</p>	<p>Statutory rights operate as set out at Part D clauses 1.2 or 2.2.4 of the NYC Tenancy Agreement.</p> <p>There were no additional contractual rights granted to tenants of Harrogate Borough Council after 1st April 2012.</p> <p>The only rights of succession are statutory rights, as set out above.</p>
If your tenancy commenced with Richmond District Council	<p>Statutory rights operate as set out at Part D clause 2.2.2 of the NYC Tenancy Agreement</p> <p>Richmond District Council's tenancy agreement relevant to this period in time stipulated that a 'close relative' could succeed to the tenancy (subject to other conditions). There was no definition of 'close relative'.</p> <p>NYC will proceed on the basis this was meant to replicate the definition set out in section 113 of the Housing Act 1985.</p>	<p>Statutory rights operate as set out at Part D clauses 1.2 or 2.2.4 of the NYC Tenancy Agreement.</p> <p>After 1st April 2012, a contractual right of succession was also granted to Richmond District Council tenants in respect of:</p> <ol style="list-style-type: none"> a. a 'close relative' who had resided with the deceased tenant and b. who did so for at least 12 months prior to the deceased's tenants' death. <p>Close relative was not defined, but Richmond District Council's Policy (post-2012) referred to 'family member', which is defined within the Housing Act 1985. NYC will proceed on the basis of the statutory definition of 'family member' as being applicable.</p>

<p>If your tenancy commenced with Selby District Council</p>	<p>Statutory rights operate as set out at Part D clause 2.2.2 of the NYC Tenancy Agreement.</p> <p>Selby District Council's tenancy agreement relevant to this period granted a contractual right of succession which was the same as the statutory right of succession.</p>	<p>If your tenancy with Selby District Council is dated 1st April 2012 or after but before 1st April 2015, you will have a contractual right of succession which is the same as the pre-1st April 2012 statutory right of succession, as set out at Part D clause 2.2.2 of the NYC Tenancy Agreement.</p> <p>For all Selby District Council tenancies dated 1st April 2015 and after, there is no contractual right of succession. For those tenancies, only statutory rights operate as set out at Part D clauses 1.2 or 2.2.4 of the NYC Tenancy Agreement.</p>
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Tenancy Agreement and Tenancy Policy

Consultation feedback report

January 2026

Introduction

Following local government reorganisation, North Yorkshire Council inherited housing stock and housing management policies from three predecessor councils. This has resulted in inconsistencies in tenancy agreements and operational practices across the Council's housing service.

To address this, the Council is progressing work to harmonise tenancy arrangements through the development of the NYC Tenancy Agreement and proposed amendments to the NYC Tenancy Policy. These changes reflect legal updates, policy alignment, operational improvements, and best practice.

A consultation is required as outlined in Sections 105 and 137 of the Housing Acts 1985 and 1996. The service of a Preliminary Notice of variation under section 103 of the Housing Act 1985 was also required for the tenancy agreement changes.

This report is not intended to cover the detail of all the responses received but provides a summary of the feedback. We are committed to engaging and involving tenants and using their insight to influence and improve services and to ensuring their voice is heard in decisions that affect their home, their safety and their communities. We aim to put our tenants central to our decision making and therefore we have considered all comments provided and we would like to thank everyone who took the time to respond.

Consultation process

The proposed new Tenancy Agreement and Tenancy Policy were published on the North Yorkshire Council website in the consultation space. The consultation on both publications ran from 26 November to 31 December 2025 inclusive. A survey was available for any tenant comments or feedback.

We wrote to every existing North Yorkshire council tenant and included a Preliminary Notice of Variation

We shared details of the survey in the letter accompanying the preliminary notice and sent a reminder email to the 4612 tenants with a registered email address in early December.

We promoted the consultation in our newsletter and at tenant panel meetings and with our colleagues through internal communications.

To ensure as many tenants as possible were able to participate we held 3 face-to-face to drop-in sessions in Richmond, Harrogate, and Selby. Alongside these sessions, to give tenants flexibility and choice in how they shared their views, we offered a Microsoft team's meeting drop in, a help desk service for general queries and 57 tenants were issued paper copies of the documents and the survey.

There were 89 responses to the survey. The responses were anonymous.

Key themes

There were consistent themes in the qualitative responses to the survey, including:

General

6 respondents were concerned about losing their secure tenancy status and 6 respondents mentioned typos and requested plainer language

Repairs

Repairs timeliness and competition was an issue for 12 respondents and gardens and grounds maintenance such as gutters, fascias, gates and grass was mentioned by 7 respondents. A suggestion regarding loft storage was put forward by one tenant.

Succession

Concerns about children and family members and succession were mentioned by 3 responders. Some preferred enhanced succession rights

Joint Tenancies

There was some anxiety about one joint tenant's notice ending the tenancy for both and comments made relating to relationship breakdown and domestic abuse

Rent Payment Schedule

3 tenants had a strong preference to retain the 48-week payment schedule

Overall sentiment

There was a strong overall understanding and acceptance among many respondents. Some of the comments included 'reasonable', 'sensible' and 'modern'. There were some clear concerns, and some tenants advised they were worried. Some tenants appreciated the opportunity to feedback, but some tenants felt that they had a legally binding contract and didn't accept it could change.

Succession: "If myself or my wife were to pass away... the tenancy would transfer to the living partner, meaning it would not be allowed to be passed to our daughter... we have all lived here for 21 years."

"The agreement states that where succession is refused, the Council may grant a new tenancy at its discretion. I would welcome clearer criteria explaining when this discretion would be exercised, to give tenants and their families greater certainty"

Multiple tenants, particularly long-standing secure tenants requested plain language clarify on succession and when discretion may be exercised.

Joint tenancies: "If one of the joint tenants gives notice... should the remaining tenant then worry about losing their home too?"

“I’ve been a tenant for nearly 30 years and my husband moved in with me 25 years ago we moved into our current home 13 years ago and if we split up and he moved out would I then be forced to leave too?”

This concern was echoed in face to face and telephone conversations. This is not a change to the terms of any current or any joint tenancy. There is case law establishing this (Hammersmith & Fulham LBC v Monk, confirmed later by Sims v Dacorum). If one tenant decided to end the tenancy, it will end the tenancy for both tenants, whether they agree or not and North Yorkshire Council cannot override this rule.

The wording in the agreement has been used to ensure this is explicit for tenants so that they understand the legalities of joint tenancies

Rent-free weeks: “Please leave [rent-free weeks] as it is... the two weeks around Christmas are a massive help.”

“Do not remove rent free weeks, people are struggling enough already”

“Will we still be able to continue paying rent by direct debit on a monthly basis”

Tenants will be offered support to implement the new payment schedules and we will make it clearer in communications to tenants that existing monthly payment options and direct debits can remain.

Repairs and access: “I support the emphasis on reporting repairs promptly, including damp and mould. However, I would welcome reassurance that tenants will not be held responsible where issues are structural, historic, or due to delays in council repairs. I understand the need for access for safety inspections. It would be helpful if the agreement clarified the process followed before enforcement action is taken where access has been missed due to illness, work, or caring responsibilities”

Repairs are a top theme and the Repairs Standard covers the issues raised however a suggestion was made to permit limited, safe storage in lofts therefore an amendment can be made to communications to make clearer the reasons why there is no storage allowed.

Tenants requested clarity to wording regarding charging to reassure them that they won’t be charged for issues outside their control.

Tenants also asked for reasonable notice and consideration of health/work and caring commitments when arranging appointments

Tenants asked for clearer steps before enforcement action for missed appointments.

Conclusion and next steps

Appendix B

Most of the comments received were in response to the new wording and not a change in the rights or security of tenure. Our responses to the key points are set out below:

Issue raised	Response
General	We have considered and reflected on the feedback and made changes to the draft documents to correct any typos. There is a clear need for more plain English wording and reassurance regarding tenancy security and we will therefore include a more explicit line about tenancy security in tenant communications and in addition include a FAQ document.
Succession	All existing tenants will retain their existing succession rights. This is made clear in Appendix A. We will reiterate this in the communications.
Joint Tenancies	The wording relating to joint tenancies was introduced to make it clear for all joint tenancies of the implications of ending a tenancy. This is set out in legislation and in case law and is not a change for existing tenants. The former tenancy agreements did not make this clear and this was apparent to us when issues arose therefore new wording has been introduced.
Rent Payment Schedule	We will make it clear that support for the transition is available and that existing monthly payment options and direct debit arrangements can continue

The consultation has not resulted in the any substantial or material changes to the proposed document, but minor typos and amendments have been made following the feedback.

A document to support tenants understanding of the changes will be created to help with the implementation of the new agreement and tenancy policy.

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

(Form updated October 2023)

Tenancy Agreement and Tenancy Policy Changes

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 to find completed EIAs we also publish them in the Equality and Diversity section of our website. 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	Carl Doolan – Head of Housing Management and Landlord Services
Names and roles of other people involved in carrying out the EIA	Imogen Downie
How will you pay due regard? e.g. working group, individual officer	This overarching EIA has been carried out by the Housing Policy and Strategy Officer (Service Improvement).
When did the due regard process start?	September 2025

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

This Equality Impact Assessment (EIA) assesses the impact of proposals to harmonise tenancy arrangements across North Yorkshire Council's housing stock by adopting a unified Tenancy Agreement for secure and introductory tenancies (from April 2026), replacing legacy agreements inherited from Harrogate, Richmondshire and Selby. Existing Harrogate and Selby flexible tenancies will remain on legacy terms until their fixed term ends. In parallel, amendments to the Tenancy Policy include introducing a 52-week rent collection period and aligning tenancy start/end dates with weekly rent cycles. The changes are intended to improve legal compliance, operational efficiency and consistency for tenants.

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

This proposal is being brought forward as part of North Yorkshire Council's Housing Revenue Account Policy Framework following local government reorganisation. The Council inherited multiple tenancy agreements and housing policies from three legacy authorities, resulting in inconsistency, inefficiency, and potential inequity in service delivery.

The aims of the proposal are to

- Introduce a new NYC Tenancy Agreement for secure and introductory tenancies to provide a consistent legal framework and improve clarity for most tenants.
- Retain existing Harrogate and Selby flexible tenancies on their legacy agreements until the end of their fixed term, in line with external legal advice on the complexities of varying these agreements.
- Ensure that, upon expiry of their fixed term, flexible tenancies convert to the NYC Tenancy Agreement.
- Improve legal compliance by aligning tenancy terms with current legislation and best practice.
- Enhance operational efficiency by streamlining tenancy management processes and reducing administrative complexity.
- Support financial sustainability through proposed amendments to the Tenancy Policy, including a 52-week rent collection period and revised tenancy start dates, which are expected to improve rent collection and simplify accounting.
- Promote transparency and tenant engagement by undertaking meaningful consultation and ensuring tenants have a clear understanding of their rights and responsibilities.

While the proposal will significantly reduce inconsistencies across the Council's housing stock, full harmonisation will only be achieved once all legacy flexible tenancies have expired and converted to the NYC secure tenancy agreement.

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

The proposal will introduce a new North Yorkshire Council (NYC) Tenancy Agreement for secure and introductory tenancies, replacing the legacy agreements inherited from Harrogate, Selby, and Richmondshire. This will create a consistent legal framework for most tenants and simplify tenancy management processes.

However, existing Harrogate and Selby flexible tenancies will remain on their legacy agreements until the end of their fixed term. These tenancies will not be varied to the new NYC Tenancy Agreement due to the legal complexities and risks identified by external Counsel. Upon expiry of the fixed term, these flexible tenancies will convert to the NYC Tenancy Agreement.

For tenants, the changes will mean clearer and more consistent tenancy terms for secure and introductory tenancies, improved understanding of rights and responsibilities, and greater transparency. Flexible tenants will continue under their current agreements for the duration of their fixed term, but the NYC Tenancy Agreement sets out how legacy succession and assignment rights will apply during this transitional period.

For staff, the introduction of the NYC Tenancy Agreement will reduce complexity for most tenancy types, improve operational efficiency, and enable consistent advice and enforcement. Some variation will remain until all flexible tenancies have expired, so staff will need to continue managing these legacy agreements alongside the new framework.

Overall, the changes will significantly reduce inconsistencies across the housing service, but full harmonisation will only be achieved once all legacy flexible tenancies have converted to the NYC secure tenancy agreement.

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?)

Initial engagement has taken place with internal stakeholders, including Housing Management teams, Legal Services, and Communications officers. These teams have contributed to the development of the proposed North Yorkshire Council Tenancy Agreement by reviewing legacy agreements and identifying areas requiring harmonisation. Legal Services have also referred the draft agreement to Counsel for review, with particular focus on succession and assignment clauses.

Formal statutory consultation with tenants was undertaken between 26 November and 31 December 2025, in accordance with Sections 102 and 103 of the Housing Act 1985 (variation of secure tenancies), Section 105 of the Housing Act 1985 (housing management matters) and Section 137 of the Housing Act 1996 (introductory tenancies). Consultation covered both the proposed North Yorkshire Council Tenancy Agreement and the proposed amendments to the Tenancy Policy, including the introduction of a 52-week rent collection period and changes to tenancy start dates. While the consultations ran concurrently, they were treated as distinct processes with separate materials and feedback mechanisms.

A total of 89 responses were received. Feedback demonstrated broad understanding and acceptance of the need to modernise and harmonise tenancy arrangements. Queries and comments focused on specific issues such as succession, joint tenancies, rent payment arrangements and the clarity of language used. All responses were carefully considered. No substantive changes to the proposals are recommended; however, minor drafting refinements and clarifications have been made to improve clarity and tenant understanding. The overall policy intent and approach to harmonisation remain unchanged.

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

The proposal is expected to be cost neutral in terms of day-to-day operations. The variation of tenancy agreements and the associated consultation process formalise statutory procedures that the Council is already required to follow. Costs associated with legal advice, including referral to Counsel, and the preparation of consultation materials will be met from existing Housing Revenue Account (HRA) budgets.

In the longer term, the implementation of a unified tenancy agreement is anticipated to generate efficiencies by reducing duplication, streamlining tenancy management processes, and improving clarity for both tenants and staff. These operational benefits will support improved value for money and contribute to the Council's wider housing transformation programme.

The proposed amendments to the Tenancy Policy, including the introduction of a 52-week rent collection period and potential change to tenancy start dates, may also deliver financial benefits. These changes are expected to improve rent collection, reduce arrears, and simplify rent accounting, thereby reducing administrative overheads.

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	x			<p>From information currently available we can estimate that 51% of our tenants are aged over 60. 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%. This means that our tenant population is significantly more aged than the average population for North Yorkshire and the country.</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>Less than 5% of our tenant population are under 29. North Yorkshire has a lower proportion of young people than the national average- 24.5% under 25 compared to 29.2% nationally.</p> <p>The proposed variation to the tenancy agreement and amendments to the Tenancy Policy are not expected to have a disproportionate impact on any age group. The changes aim to harmonise tenancy terms and improve service delivery for all tenants, regardless of age.</p>
Disability	x			<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>The proposed variation to the tenancy agreement and amendments to the Tenancy Policy are not expected to have a disproportionate impact on people with disabilities. The changes aim to harmonise tenancy terms and improve service delivery, without introducing new barriers or exclusions.</p>
Sex	x			<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>The proposed variation to the tenancy agreement and amendments to the Tenancy Policy are not expected to have any disproportionate impact based on sex. The changes apply equally to all tenants, regardless of gender, and do not introduce any criteria or processes that would disadvantage individuals based on sex.</p>
Race	x			<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>The proposed variation to the tenancy agreement and amendments to the Tenancy Policy are not expected to have any disproportionate impact on individuals based on race or ethnicity. The changes apply equally to all tenants, regardless of racial or ethnic identity, and do not introduce any barriers, exclusions, or differential treatment.</p>
Gender reassignment	x			<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>The proposed variation to the tenancy agreement and amendments to the</p>

				<p>Tenancy Policy are not expected to have any disproportionate impact on individuals who share this protected characteristic. The changes apply equally to all tenants and do not introduce any barriers or exclusions based on gender identity. The Council is committed to ensuring that all tenants are treated with dignity and respect, and that housing services are inclusive and accessible to all.</p>
Sexual orientation	x			<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>The proposed variation to the tenancy agreement and amendments to the Tenancy Policy are not expected to have any disproportionate impact on individuals based on sexual orientation. The changes apply equally to all tenants and do not introduce any barriers or exclusions related to sexual orientation. The Council is committed to ensuring that housing services are inclusive and respectful of all sexual orientations, and that all tenants are able to participate fully in the consultation process.</p>
Religion or belief	x			<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>The proposed variation to the tenancy agreement and amendments to the Tenancy Policy are not expected to have any disproportionate impact based on religion or belief. The changes apply equally to all tenants and do not introduce any criteria, processes, or service standards that would disadvantage individuals based on their faith or belief system. The Council remains committed to</p>

				ensuring that housing services are inclusive and respectful of all religious and non-religious beliefs.
Pregnancy or maternity	x			<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>The proposed variation to the tenancy agreement and amendments to the Tenancy Policy are not expected to have any disproportionate impact on individuals who are pregnant or on maternity leave. The changes apply equally to all tenants and do not introduce any barriers or exclusions based on pregnancy or maternity status.</p>
Marriage or civil partnership	x			<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>The proposed variation to the tenancy agreement and amendments to the Tenancy Policy are not expected to have any disproportionate impact on individuals based on marital or partnership status. The changes apply equally to all tenants, regardless of their relationship status, and do not introduce any barriers or exclusions related to this characteristic. The Council remains committed to ensuring that all tenants are treated fairly and consistently.</p>

Section 7. How will this proposal affect people who...	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.
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..live in a rural area?	x			<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>The proposed variation to the tenancy agreement and amendments to the Tenancy Policy are not expected to have a disproportionate impact on tenants living in rural areas. The changes aim to harmonise tenancy terms and improve service delivery across all localities, including rural communities.</p>
...have a low income?	x			<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 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>The proposed variation to the tenancy agreement and amendments to the Tenancy Policy are not expected to have a disproportionate impact on low-income households. The changes do not introduce new financial obligations or barriers. While the proposed 52-week rent collection model may alter payment schedules, it is intended to support more consistent budgeting and reduce confusion around non-collection weeks.</p>
...are carers (unpaid family or friend)?	x			<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>The proposed variation to the tenancy agreement and amendments to the Tenancy Policy are not expected to have a disproportionate impact on unpaid carers. The changes apply equally to all tenants and do not introduce any barriers or exclusions based on caring responsibilities.</p>
..... are from the Armed Forces Community	x			<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>The proposed variation to the tenancy agreement and amendments to the Tenancy Policy are not expected to have a disproportionate impact on members of the Armed Forces Community. The changes apply equally to all tenants, including those with military service, and do not introduce any barriers or exclusions. The Council recognises the unique needs of veterans and remains committed to ensuring that housing services are inclusive and responsive to this community.</p>

Section 8. Geographic impact – Please detail where the impact will be (please tick all that apply)	
North Yorkshire wide	

Craven	
Hambleton	
Harrogate	x
Richmondshire	x
Ryedale	
Scarborough	
Selby	x

If you have ticked one or more areas, will specific town(s)/village(s) be particularly impacted? If so, please specify below.

The proposed variation to the tenancy agreement and amendments to the Tenancy Policy apply to tenants living in council-owned housing stock. Currently, this stock is concentrated in the former stock-holding areas of Harrogate, Richmondshire, and Selby. These areas will be most directly affected by the changes.

As North Yorkshire Council continues to expand its housing provision across the county, the unified tenancy agreement and policy framework will ensure a consistent and equitable approach to tenancy management in any new areas where council housing is developed or acquired. The proposal supports county-wide harmonisation and will ultimately benefit tenants across all localities.

Section 9. Will the proposal affect anyone more because of a combination of protected characteristics? (e.g. 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.

There is no current evidence to suggest that the proposed variation to the Tenancy Agreement or amendments to the Tenancy Policy will disproportionately affect individuals due to a combination of protected characteristics. The changes apply equally to all tenants, regardless of their personal characteristics or circumstances.

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)	Tick option chosen
1. No adverse impact - no major change needed to the proposal. There is no potential for discrimination or adverse impact identified.	x
2. Adverse impact - adjust the proposal - 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.	
3. Adverse impact - continue the proposal - 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)	
4. Actual or potential unlawful discrimination - stop and remove the proposal – The EIA identifies actual or potential unlawful discrimination. It must be stopped.	
Explanation of why option has been chosen. (Include any advice given by Legal Services.)	
<p>The proposed variation to the tenancy agreement and amendments to the Tenancy Policy formalise procedures that are already in place under national legislation and across the former district councils of Harrogate, Richmondshire, and Selby. The changes do not introduce new eligibility criteria or restrictions, but instead consolidate existing practices into a single, consistent framework for North Yorkshire Council.</p> <p>Legal Services have reviewed the proposal and confirmed that the approach is compliant with statutory requirements under the Housing Acts 1985 and 1996. The consultation process will be inclusive and accessible, and reasonable adjustments will be made to ensure that disabled tenants and others with protected characteristics can participate fully.</p>	

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?)
<p>The Council will monitor the impact of the proposed tenancy agreement and Tenancy Policy amendments by reviewing service data, including customer contact, complaints, and feedback received during and after the consultation period. This will help identify any unintended impacts on tenants with protected characteristics.</p> <p>Post-implementation reviews will be conducted to assess how the changes are working in practice. Adjustments will be made where necessary to ensure fairness, accessibility, and compliance with equality duties. Feedback from tenants and frontline staff will be used to inform future improvements to tenancy management and policy development.</p>

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.
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This Equality Impact Assessment has considered the potential effects of the proposed introduction of the NYC Tenancy Agreement for secure and introductory tenancies and amendments to the Tenancy Policy, including the introduction of a 52-week rent collection period and potential change to tenancy start dates.

The proposal aims to harmonise tenancy terms across most of the Council's housing stock, replacing legacy agreements for secure and introductory tenancies. Existing Harrogate and Selby flexible tenancies will remain on their legacy agreements until the end of their fixed term, after which they will convert to the NYC secure tenancy agreement.

No adverse impacts have been identified for individuals with protected characteristics. The changes apply equally to all tenants within the scope of the agreement and do not introduce new eligibility criteria or restrictions. The consultation process will be inclusive and accessible, with reasonable adjustments made to ensure participation from all tenant groups.

Legal Services have reviewed the proposal and confirmed its compliance with statutory requirements under the Housing Acts 1985 and 1996. Ongoing monitoring will be undertaken to assess the real-world impact of the changes and ensure that any unintended consequences are addressed.

The proposal is recommended for implementation.

Section 14. Sign off section

This full EIA was completed by:

Name: Imogen Downie

Job title: Housing Policy and Strategy Officer (Service Improvement)

Directorate: Community Development

Signature: Imogen Downie

Completion date: Sept 2025

Authorised by relevant Assistant Director (signature): A Rowe

Date: 15 January 2026

Initial Climate Change Impact Assessment (Form created August 2021)

The intention of this document is to help the council to gain an initial understanding of the impact of a project or decision on the environment. This document should be completed in consultation with the supporting guidance. Dependent on this initial assessment you may need to go on to complete a full Climate Change Impact Assessment. The final document will be published as part of the decision-making process.

If you have any additional queries, which are not covered by the guidance please email climatechange@northyorks.gov.uk

Title of proposal	Tenancy Agreement and Tenancy Policy Changes
Brief description of proposal	North Yorkshire Council proposes to harmonise tenancy management across its housing stock by adopting a unified Tenancy Agreement for secure and introductory tenancies (from April 2026), replacing legacy agreements inherited from Harrogate, Richmondshire and Selby. Existing Harrogate and Selby flexible tenancies will remain on legacy terms until their fixed term ends. In parallel, amendments to the Tenancy Policy include introducing a 52-week rent collection period and aligning tenancy start/end dates with weekly rent cycles. The changes are intended to improve legal compliance, operational efficiency and consistency for tenants.
Directorate	Community Development
Service area	Housing
Lead officer	Carl Doolan
Names and roles of other people involved in carrying out the impact assessment	Imogen Downie

The chart below contains the main environmental factors to consider in your initial assessment – choose the appropriate option from the drop-down list for each one.

Remember to think about the following;

- Travel
- Construction
- Data storage
- Use of buildings
- Change of land use
- Opportunities for recycling and reuse

Environmental factor to consider	For the council	For the county	Overall
Greenhouse gas emissions	No effect on emissions	No Effect on emissions	No effect on emissions
Waste	No effect on waste	No effect on waste	No effect on waste
Water use	No effect on water usage	No effect on water usage	No effect on water usage
Pollution (air, land, water, noise, light)	No effect on pollution	No effect on pollution	No effect on pollution
Resilience to adverse weather/climate events (flooding, drought etc)	No effect on resilience	No effect on resilience	No effect on resilience
Ecological effects (biodiversity, loss of habitat etc)	No effect on ecology	No effect on ecology	No effect on ecology
Heritage and landscape	No effect on heritage and landscape	No effect on heritage and landscape	No effect on heritage and landscape

If any of these factors are likely to result in a negative or positive environmental impact then a full climate change impact assessment will be required. It is important that we capture information about both positive and negative impacts to aid the council in calculating its carbon footprint and environmental impact.

Decision (Please tick one option)	Full CCIA not relevant or proportionate:	x	Continue to full CCIA:	
Reason for decision	The proposal relates to administrative and policy changes concerning tenancy agreements and rent collection processes. It does not involve physical development, construction, or changes to land use. The environmental impact is minimal and as such, a full Climate Change Impact Assessment is not considered proportionate or necessary.			
Signed (Assistant Director or equivalent)	A Rowe			
Date	15 January 2026			

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North Yorkshire Council

Executive Member for Culture, Arts and Housing

26 January 2026

Approval of Amendments to the NYC Tenancy Policy Following Consultation

Report of the Corporate Director Community Development

<p>1.0 PURPOSE OF REPORT</p> <p>1.1 The purpose of the report is to seek approval from the Executive Member for Culture, Arts and Housing for amendments to the North Yorkshire Council Tenancy Policy following consultation.</p>
<p>2.0 SUMMARY</p> <p>2.1 Following local government reorganisation, North Yorkshire Council (NYC) has developed a single NYC Tenancy Agreement and accompanying amendments to the Tenancy Policy to address legacy inconsistencies in tenancy arrangements and housing management practices across the Council's housing service.</p> <p>2.2 The proposed Tenancy Agreement and amended Tenancy Policy (Appendix A) reflect legislative requirements, policy alignment, operational improvements and sector best practice, and are intended to provide greater clarity, consistency and fairness for tenants and staff.</p> <p>2.3 In accordance with statutory requirements, consultation on the draft Tenancy Agreement and proposed amendments to the Tenancy Policy was undertaken between 26 November and the 31 December. A total of 89 responses were received through a range of engagement methods.</p> <p>2.4 Feedback demonstrated broad understanding and acceptance of the need to modernise and harmonise tenancy arrangements. Concerns and requests for clarification focused on specific issues, including succession, joint tenancies, rent payment arrangements and the clarity of language used.</p> <p>2.5 Officers have considered the consultation responses and while no substantive changes have been made, minor drafting refinements and clarifications to the documents have been made to improve clarity and tenant understanding. The overall approach to harmonisation remains unchanged.</p> <p>2.6 Approval is sought to adopt the NYC Tenancy Agreement and updated Tenancy Policy and to proceed with implementation.</p>
<p>3.0 BACKGROUND</p> <p>3.1 As part of the wider programme of housing transformation following local government reorganisation, NYC is undertaking work to harmonise tenancy agreements and housing management policies across its housing stock.</p> <p>3.2 Currently, tenants are subject to different tenancy agreements across Harrogate, Selby and Richmondshire. This variation creates challenges in terms of legal consistency, operational efficiency, and fairness for tenants.</p>

- 3.3 The new NYC Tenancy Agreement will apply to all secure and introductory tenancies from April 2026. Existing flexible tenancies will be managed in accordance with their current contractual arrangements during a transitional period, as set out later in this report.
- 3.4 In addition, the Council is proposing amendments to the NYC Tenancy Policy, which was adopted in April 2025. These proposed changes include the introduction of a 52-week rent collection period and a change to tenancy start dates.
- 3.5 These changes are intended to support improved rent collection, simplify tenancy management, and enhance financial planning for tenants.
- 3.6 Both proposals form part of the Council's Housing Improvement Plan and contribute to the emerging Housing Revenue Account (HRA) Policy Framework. They support NYC's ambition to become an exemplar social landlord and ensure compliance with the Regulator of Social Housing's Tenancy Standard.

4.0 TENANCY AGREEMENT

- 4.1 NYC proposes to introduce a single NYC Tenancy Agreement for secure and introductory tenancies, replacing the legacy agreements inherited from Harrogate, Selby and Richmondshire. The agreement has been developed to reflect current legislation, best practice and the Council's strategic priorities, and to provide a consistent and transparent framework for tenants and staff. Tenants have also provided feedback on the draft Tenancy Agreement through the consultation process.
- 4.2 The variation of secure tenancy agreements is governed by Sections 102 and 103 of the Housing Act 1985. The Council was required to serve a Preliminary Notice to affected tenants, setting out the proposed changes and inviting comments; allow a reasonable period for tenants to respond; consider all representations received before deciding whether to proceed; and serve a Notice of Variation at least 28 days before the changes take effect.
- 4.3 In addition, Sections 105 of the Housing Act 1985 and 137 of the Housing Act 1996 require consultation with secure and introductory tenants on matters of housing management that may significantly affect them.
- 4.4 The draft NYC Tenancy Agreement introduces a single agreement covering both introductory and secure tenancies, replacing the previous practice of issuing separate agreements when tenants moved from introductory to secure status.
- 4.5 Existing flexible tenancies in Harrogate and Selby will remain on their legacy agreements until the end of their fixed term, in line with external legal advice regarding the risks and complexities of varying flexible tenancies mid-term. Upon expiry, these tenancies will convert to the NYC Tenancy Agreement. There are approximately 1,055 flexible tenancies across Harrogate and Selby.
- 4.6 Rent payment terms will be standardised. Rent will be due weekly on Mondays, with tenancy agreements running from Monday to Sunday. For tenancies starting mid-week, the first rent payment will be calculated proportionally based on the number of days held in that week. All tenancies will end on a Sunday, simplifying rent accounting and aligning with housing benefit and universal credit systems.
- 4.7 The agreement strengthens the Council's right to access properties for health and safety inspections, such as gas and electrical checks, and outlines consequences for refusal of access. Tenants will also be required to report repairs promptly, including issues related to damp and mould, supporting compliance with safety regulations and proactive maintenance.

- 4.8 Clear guidance is provided on the process for requesting permission to carry out home improvements or alterations. The agreement also sets out when tenants may be charged for works, such as damage or unauthorised alterations. A new clause addresses appropriate use of social media, particularly where it may impact neighbours or staff.
- 4.9 Succession rights are clarified, with consistent rules for new tenants and tailored provisions for existing tenants based on legacy arrangements. It included detailed guidance on succession scenarios, including discretionary grants of new tenancies where succession is refused.
- 4.10 The agreement outlines the process for ending a tenancy, including specific provisions for joint tenancies. If one joint tenant gives notice to quit, the tenancy will end for both parties. The Council will consider requests from the remaining tenant to remain in the property, but this is discretionary. This reflects a principle of law and is therefore not a new provision introduced by the NYC Tenancy Agreement; however, it is now clearly stated within the agreement.
- 4.11 Following approval, tenants will receive information outlining the key differences between their previous tenancy agreement and the new NYC Tenancy Agreement, to ensure clarity and understanding during implementation.

5.0 TENANCY POLICY

- 5.1 In addition to the proposed changes to the Tenancy Agreement, the Council proposing amendments to the NYC Tenancy Policy. The Tenancy Policy was adopted in April 2025 following consultation with tenants and stakeholders and sets out the Council's framework for tenancy management, including tenancy types, sustainment interventions, and enforcement actions.
- 5.2 Since implementation, operational feedback has highlighted areas where improvements could be made. As a result, the Council is proposing two key amendments aimed at improving consistency and simplifying tenancy administration. The first proposal is to introduce a uniform 52-week rent collection period for all tenants. This would replace the current variation in rent schedules, currently set at 48, 50, or 52 weeks depending on legacy arrangements, with a consistent model where rent is paid every week of the year. While the total annual rent payable will remain unchanged, this change would eliminate "rent-free" weeks and ensure rent payments are evenly distributed across the year. It should be noted that legacy Selby flexible tenants will be excluded from this 52-week model until the end of their fixed term, as specified in the policy documentation.
- 5.3 The second proposed amendment involves standardising tenancy start dates to align with weekly rent cycles. This change is intended to simplify rent accounting and tenancy management by ensuring that tenancy commencements are synchronised with the rent payment schedule.
- 5.4 Although the Tenancy Policy is not a contractual document, the proposed amendments are subject to statutory consultation requirements where they may significantly affect tenants. The relevant legal framework and consultation duties are set out in Section 11 of this report.
- 5.5 The consultation ran concurrently with the Tenancy Agreement consultation, from 26 November to 24 December 2025. However, it is treated as a distinct process with separate materials and feedback mechanisms. Tenants have been invited to review the proposed changes and provide feedback through online forms, email, drop-in sessions, and written correspondence.

6.0 CONSULTATION UNDERTAKEN AND RESPONSES

- 6.1 Initial engagement was undertaken with internal stakeholders including Housing Management teams, Legal Services, Finance, and Communications. These discussions have played a vital role in shaping both the draft Tenancy Agreement and the proposed amendments to the Tenancy Policy. Stakeholders provided operational insights, legal guidance, and expertise to ensure the proposals are practical, compliant, and clearly articulated.
- 6.2 Legal Services have reviewed the draft Tenancy Agreement and confirmed the statutory process for variation under Sections 102 and 103 of the Housing Act 1985. External Counsel has also provided input on key clauses, including succession and assignment, and advised on the difficulties and complexities of varying existing Harrogate and Selby flexible tenancies. This advice informed the decision to retain these flexible tenancies on their legacy agreements until the end of their fixed term. The legal input has helped ensure the draft agreement is both defensible and aligned with current legislation.
- 6.3 In addition to internal engagement and statutory tenant consultation, the draft Tenancy Agreement and associated tenancy management arrangements have been considered through the Council's wider regulatory assurance activity. Feedback has been received from external advisers, including Savills, as part of work undertaken to assess compliance with the Regulator of Social Housing's Consumer Standards. This feedback has informed officers' understanding of how the revised tenancy agreement and policy align with regulatory expectations and has led to additional clauses being incorporated into the draft Tenancy Agreement to ensure compliance with the Regulator of Social Housing's Consumer Standards. This includes provisions on Decent Homes, health and safety, and reasonable adjustments for tenants with disabilities.
- 6.4 Statutory consultation with tenants was undertaken in accordance with the Council's legal obligations in relation to tenancy variation and housing management matters, as detailed in Section 11 (Legal Implications). The consultation ran from 26 November to 31 December 2025.
- 6.5 All affected tenants were issued with a Preliminary Notice of Variation letter, setting out the proposed changes to the tenancy agreement and tenancy policy, the statutory basis for consultation, and how tenants could provide feedback. Tenants were invited to respond through a range of channels including an online survey, email, written correspondence or a Microsoft Teams session. In addition, face-to-face drop-in sessions were held in Richmond, Harrogate and Selby, providing tenants with the opportunity to ask questions and discuss the proposals directly with officers. Paper copies of consultation materials were made available on request
- 6.6 A total of 89 responses were received. Overall feedback demonstrated broad understanding and acceptance of the proposals, alongside a number of queries and requests for clarification on specific elements of the draft documents. While consultation responses raised a number of detailed and, in some cases, strongly expressed concerns, these related primarily to matters of clarification, understanding of existing legal principles, or requests for clearer guidance, rather than opposition to the overall proposals.
- 6.7 The consultation feedback has been carefully considered. No substantive changes to the proposals are recommended; however, a small number of minor wording and presentational refinements have been made to improve clarity, explanation and tenant understanding. The overall policy intent and approach to harmonisation remain unchanged.
- 6.8 A summary of the Consultation findings can be found at Appendix B.

7.0 CONTRIBUTION TO COUNCIL PRIORITIES

- 7.1 The proposed variation of tenancy agreements and the introduction of a unified NYC Tenancy Agreement contribute directly to the Council's strategic priorities. It supports the delivery of a fair, consistent, and customer-focused housing service across North Yorkshire, ensuring that tenants receive equitable treatment regardless of their locality or legacy landlord.
- 7.2 By harmonising tenancy terms and aligning them with current legislation and policy, the Council is improving transparency and accountability in its housing management functions. This contributes to the Council's commitment to fairness and inclusion, ensuring that all tenants understand their rights and responsibilities and are supported by clear, consistent service standards.
- 7.3 Alongside the Tenancy Agreement, the proposed amendments to the NYC Tenancy Policy, including the introduction of a 52-week rent collection period and potential change to tenancy start day support the Council's ambition to modernise tenancy management and improve operational efficiency. These changes are designed to enhance financial planning for tenants, reduce administrative complexity, and align NYC's approach with sector best practice.
- 7.4 Together, the harmonisation of tenancy agreements and the review of tenancy policy form key elements of the Council's housing transformation programme. They are closely linked to the Housing Improvement Plan and the Housing Revenue Account (HRA) Policy Framework, and reflect the Council's commitment to strengthening governance, improving service delivery, and meeting the expectations of tenants and regulators.
- 7.5 In doing so, the proposals contribute to NYC's ambition to become an Exemplar Social Landlord. They support compliance with the Regulator of Social Housing's Tenancy Standard and lay the foundation for improved performance, tenant satisfaction, and regulatory assurance.

8.0 ALTERNATIVE OPTIONS CONSIDERED

- 8.1 The principal alternative to the proposed variation would be to retain the existing Tenancy Agreements inherited from the three legacy authorities of Harrogate Borough Council, Selby District Council, and Richmondshire District Council. This option was considered but rejected for several reasons.
- 8.2 Maintaining multiple tenancy agreements would perpetuate inconsistency in the rights and responsibilities of tenants across the NYC area. It would also create ongoing operational challenges for staff, who would be required to navigate different legal frameworks, service standards, and enforcement mechanisms depending on the tenant's locality. While the introduction of the NYC Tenancy Agreement will significantly reduce these inconsistencies for secure and introductory tenancies, some variation will remain because Harrogate and Selby flexible tenancies will continue under their legacy agreements until their fixed term ends.
- 8.3 Retaining legacy agreements would also limit the Council's ability to implement housing management improvements identified in the Housing Improvement Plan and the Housing Revenue Account (HRA) Policy Framework. Although the new NYC Tenancy Agreement will modernise tenancy management for most tenants, full harmonisation cannot be achieved immediately because the NYC Tenancy Agreement differs from the legacy Harrogate and Selby flexible tenancy agreements, which will remain in place until expiry.

9.0 IMPACT ON OTHER SERVICES/ORGANISATIONS

- 9.1 The proposed variation of tenancy agreements and tenancy policy will involve collaboration across several Council services. Legal Services have provided advice on the statutory framework and have reviewed the draft tenancy agreement, including referral to Counsel for external input. Their continued involvement will be required to ensure legal compliance throughout the implementation phase.
- 9.2 The harmonisation of Tenancy Agreements and the proposed amendments to the Tenancy Policy will also have operational implications for Housing Management teams. Staff will need to be briefed and trained on the new tenancy agreement and any changes to tenancy management practices arising from the revised policy.

10.0 FINANCIAL IMPLICATIONS

- 10.1 The costs associated with the proposed variation of tenancy agreements and the associated consultation process have been met, and will continue to be met from existing Housing Revenue Account (HRA) budgets.
- 10.2 Additional expenditure may be incurred in relation to legal advice, including the referral to Counsel, and the finalisation of the tenancy agreement documentation. These costs are considered necessary to ensure legal compliance and mitigate risk and will be managed within the existing HRA allocation for legal and governance support.
- 10.3 The implementation of a unified tenancy agreement is expected to generate longer-term efficiencies by reducing duplication, streamlining tenancy management processes, and improving clarity for both tenants and staff. These operational benefits will support the Council's wider housing transformation programme and contribute to improved value for money.
- 10.4 The proposed amendments to the Tenancy Policy are also expected to deliver financial and operational benefits. The introduction of a 52-week rent collection period may improve income collection and reduce arrears, while changes to tenancy are intended to simplify rent accounting and reduce administrative overheads.

11.0 LEGAL IMPLICATIONS

- 11.1 The variation of secure tenancy agreements is governed by Sections 102 and 103 of the Housing Act 1985. Section 102 provides the Council with the power to vary the terms of a secure tenancy, while Section 103 sets out the procedural requirements for doing so. These include the service of a Preliminary Notice, a period for tenant representations, and the subsequent service of a Notice of Variation, subject to consideration of any feedback received.
- 11.2 In addition, Section 105 of the Housing Act 1985 requires local housing authorities to consult secure tenants on matters of housing management, including changes to tenancy terms. For introductory tenants, Section 137 of the Housing Act 1996 imposes a similar duty. The Council must consider the views of tenants before making a final decision on the proposed variation.
- 11.3 The Council has sought legal advice throughout the development of the proposed North Yorkshire Council Tenancy Agreement. Legal Services have reviewed the draft agreement and advised on the statutory consultation and variation process to ensure compliance with legislative requirements. In addition, the draft agreement was referred to Counsel for external legal input, providing assurance on the robustness of the terms and the lawfulness of the variation process.

- 11.4 The amendments to the Tenancy Policy, including the introduction of a 52-week rent collection period and changes to tenancy start dates, are not subject to the formal variation process under Sections 102 and 103 of the Housing Act 1985, as the policy is not a contractual document. However, as these changes may significantly affect tenants, consultation has been undertaken in accordance with Section 105 of the Housing Act 1985 and Section 137 of the Housing Act 1996. Legal Services have confirmed that this approach satisfies the Council's statutory obligations.

12.0 EQUALITIES IMPLICATIONS

- 12.1 An Equality Impact Assessment (EIA) has been undertaken in relation to the introduction of the NYC Tenancy Agreement. The assessment considers the potential impact of the changes on tenants with protected characteristics under the Equality Act 2010, including age, disability, race, gender, religion or belief, sexual orientation, and other relevant factors. The proposed amendments to the NYC Tenancy Policy including the introduction of a 52-week rent collection period and potential change to tenancy start day have also been considered through the EIA process. See Appendix C.
- 12.2 The harmonisation of Tenancy Agreements is intended to promote fairness, consistency, and transparency across the Council's housing stock. From 1 April 2026, all existing tenants (except those on flexible tenancies) will move to the new NYC Tenancy Agreement, while new secure and introductory tenants will also be subject to this agreement. The NYC Tenancy Agreement ensures that existing tenants retain their succession and assignment rights as set out in their legacy tenancy agreements. These rights differ between legacy tenancies, and the NYC Tenancy Agreement includes clear reference to these legacy provisions for clarity. Flexible tenants will remain on their current agreements until the end of their fixed term.
- 12.3 The Council will continue to monitor the equalities impact of the proposed changes throughout the implementation phase and will take appropriate action to address any issues identified.

13.0 CLIMATE CHANGE IMPLICATIONS

- 13.1 A Climate Change Impact Assessment (CCIA) screening form has been completed in relation to both the proposed variation of tenancy agreements and the proposed amendments to the Tenancy Policy. The assessment concluded that neither proposal is expected to have a significant negative impact on the Council's climate change objectives. See Appendix D.

14.0 PERFORMANCE IMPLICATIONS

- 14.1 The introduction of the NYC Tenancy Agreement is expected to have a positive impact on the performance of the Council's housing service. By replacing multiple legacy agreements with a single, consistent document, the Council will be able to streamline tenancy management processes, reduce ambiguity, and improve operational efficiency.
- 14.2 The proposed amendments to the Tenancy Policy including the introduction of a 52-week rent collection period and potential change to tenancy start day are also expected to support improved performance. These changes aim to simplify rent accounting, enhance income collection, and reduce administrative complexity, contributing to more efficient service delivery.

15.0 POLICY IMPLICATIONS

- 15.1 The new Tenancy Agreement will replace the legacy agreements inherited from Harrogate, Selby and Richmondshire, and will become the standard legal framework for all secure and introductory tenancies managed by the Council.
- 15.2 The proposed amendments to the NYC Tenancy Policy specifically the introduction of a 52-week rent collection period and change to tenancy start day represent a revision to the policy adopted in April 2025. These changes will require an update to the published policy document following consultation and approval.

16.0 RISK MANAGEMENT IMPLICATIONS

- 16.1 There is a legal risk if the statutory process for varying tenancy agreements is not followed correctly. This includes the requirement to serve a Preliminary Notice, undertake meaningful consultation, consider tenant feedback, and issue a Notice of Variation in accordance with statutory timescales. This risk has been mitigated through close involvement of Legal Services, adherence to the relevant provisions of the Housing Acts 1985 and 1996, and the completion of the required consultation process.
- 16.2 There is also a legal and reputational risk associated with the amendments to the Tenancy Policy. Although the policy is not a contractual document, the Council is required under Sections 105 of the Housing Act 1985 and 137 of the Housing Act 1996 to consult tenants on matters of housing management that may significantly affect them. This risk has been mitigated through the completion of statutory consultation and consideration of tenant feedback prior to finalising the policy.

17.0 CONCLUSIONS

- 17.1 The harmonisation of tenancy agreements is a central component of North Yorkshire Council's housing transformation programme following local government reorganisation. The draft NYC Tenancy Agreement has been designed to provide a consistent, legally compliant, and tenant-focused framework across the Council's housing stock.
- 17.2 The proposed changes to both the Tenancy Agreement and Tenancy Policy reflect statutory requirements, operational improvements, and best practice. They support the Council's strategic priorities, including fairness, transparency, and improved service delivery, and represent a significant step towards establishing a unified housing service.

18.0 REASONS FOR RECOMMENDATIONS

- 18.1 The recommendations are made to enable a decision to be taken on the adoption of the NYC Tenancy Agreement and the amended Tenancy Policy, following completion of statutory consultation and consideration of tenant feedback. This approach ensures legal compliance, supports consistency across the housing service, and provides a clear and robust framework for tenancy management across North Yorkshire.

19.0 RECOMMENDATION(S)

It is recommended that the Executive Member for Culture, Arts and Housing:

19.1 Approves the amended Tenancy Policy as outlined in this report.

APPENDICES:

Appendix A – Draft Tenancy Policy
Appendix B – Consultation Response Summary
Appendix C – EIA
Appendix D – CCIA

BACKGROUND DOCUMENTS: None

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Northallerton
14 January 2026

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Presenter of Report – Carl Doolan, Head of Housing Management and Landlord Services

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

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North Yorkshire Council Tenancy Policy

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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 recognises that situations may arise when joint applications for tenancy will be made by persons who are not partners (as described above). Any request for such a tenancy will be considered depending on the individual circumstances of the case. It will also further be subject to the eligibility and qualification criteria set out in the Council's Allocation Policy.*

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.

3.10 **Flexible (fixed-term) tenancies**

Whereas existing flexible tenancies will continue until their natural expiry or earlier determination by either party, going forward the Council intends to grant periodic rather than fixed term tenancies to all new tenants as well as to those former flexible tenants whose tenancy falls for renewal. This approach to tenure is considered to be right at the present time but will be reconsidered upon the policy review mentioned below.

3.11 Tenancy Start Date

Your tenancy starts on the date indicated at the start of this document in the Beginning of tenancy (Day / Date) section and rent will be due from this date. This may be part of a full week, and this means that if you started your tenancy on any day other than a Monday your first rent payment will be worked out in proportion to the number of days that week that you held your tenancy. In this case the first full week's rent will be due from the following Monday.

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.

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 8 weeks 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.

Appendix A

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 8 weeks 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) No further action will be taken at that time.

Successful Completion of Introductory Tenancy Period

- 4.13 On the successful completion of the initial or extended trial period, the tenant will automatically become a secure tenant (see Appendix A) 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. However, to support an efficient termination process and ensure all necessary information is captured (such as forwarding addresses and contact details), tenants are encouraged to use the Council's standard termination form. This helps avoid delays and reduces the need for follow-up contact. Whatever form of notice is used, it must clearly state the date the tenancy will end and provide at least four weeks' notice from the date it is received 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 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 Schedule 3, as amended by 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

Appendix A

- 6.5 If the Council refuses 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), as referenced within clauses 6.1 to 6.7 of the Policy.
 - 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.
- 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 (see below).
- 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 A succession is where a tenancy is transferred to another person following the death of the tenant. There can only 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 type of succession rights that a tenant of the council will have will depend on when the tenancy commenced, either before 1 April 2012 or after that date and will depend on the type of tenancy they have. Introductory tenants' succession rights are limited by sections 131 to 133 of the Housing Act 1996. The rules as to succession by flexible tenants are different again and contained within the Housing Act 1985. Secure tenants' succession rights are dependent on when the tenancy started, either before 1st April 2012 or after that date.

Appendix A

- 7.8 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 continuously for at least the 12 months prior to the tenant's death.
- 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 secure 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).
- 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 least 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.
- 7.12 A person seeking a right of succession will be required to provide to the council documentary evidence that he/she lived at the property for at least 12 months ending with the tenant's death.

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 considered after 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.

Rent Collection Period

- 9.3 All rents will normally be charged and collected over a 52-week period, including any traditionally non-chargeable weeks. Tenants with legacy flexible tenancies issued by the former Selby District Council may remain on a 48-week rent collection cycle unless, or until their tenancy is converted to a secure tenancy (at which point it will convert to a 52-week rent collection period). In such cases, the annual rent will be charged over 48 weeks, with four rent-free weeks allocated during the year.

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 use the definitions provided by the Anti-Social Behaviour Crime and Policing Act 2014, namely:
- conduct that has caused, or is likely to cause, harassment, alarm or distress to any person; or
 - conduct capable of causing nuisance or annoyance to a person in relation to that person's occupation of residential premises; or
 - conduct capable of causing housing-related nuisance or annoyance to any person; or
 - conduct which is having a detrimental effect, of a persistent or continuing nature, on the quality of life of those in the locality; and which is unreasonable.
- 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, 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.

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Glossary

Assignment	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 are exchanging their homes (mutual exchange).
North Yorkshire Allocation Policy	A single allocation policy, which determines who is eligible for housing and the priority they are given, operates across North Yorkshire.
Succession	This is the process by which the tenancy can, in certain circumstances, be passed on to another person, if certain conditions are met.
Rents	
<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
Tenancies	
<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.
Tenancy Strategy	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 – Tenancy Types

Type of Tenancy	Relevant legislation	Brief description
Non-secure tenancies	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.
Service licences	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.
Introductory tenancies	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 as referred to in the Housing Act 1996 and in accordance with this policy. The trial period may also be extended by 6 months. All new Council tenancies are introductory tenancies.
Weekly periodic (lifetime) secure tenancies	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.

Event	Action
<p>Rent Arrears</p>	<p>In most, but not all cases where a tenant has accrued more than 8 weeks rent arrears this will usually justify the service of a Notice of Possession.</p> <p>In other cases, the Officer should consider:</p> <ul style="list-style-type: none"> (a) Whether the default has been remedied and any arrears cleared; (b) If not, whether the default will be remedied and the arrears cleared before the end of the trial period; (c) Whether the failure to pay rent has occurred once, or on several occasions; (d) The reasons for non-payment; (e) Whether the tenant(s) have kept to past promises of payment; (f) Whether the Tenant(s) are realistically likely or to be able to pay the rent promptly in advance in the future. <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>Anti-social Behaviour</p>	<p>If the breaches of tenancy relate to ASB, then the Officer should take into account the ASB Policy generally.</p> <p>Serious breaches of tenancy will normally justify the service of a Notice of Possession. (see below).</p>
<p>Other serious breach of tenancy</p>	<p>If the breach(es) of tenancy are serious or on-going, then the Council will usually seek to serve a Notice of Possession 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 comply substantially or fully with all of the terms of the tenancy agreement 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

Deterioration in condition of property	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 reasonable condition .
Minor breaches of tenancy	<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>
Breaches of tenancy remedied	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.

DRAFT

Appendix A

Appendix C – Grounds for Refusal of a Mutual Exchange Application (as detailed in schedule 3 of the Housing Act 1985)

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 2ZA

Proceedings have been begun for possession of the dwelling-house, of which the tenant or the proposed assignee is the secure tenant, under [section 84A](#) (absolute ground for possession for anti-social behaviour), or there has been served on the tenant or the proposed assignee a notice under [section 83ZA](#) (notice requirements in relation to proceedings for possession on absolute ground for anti-social behaviour) which is still in force'

Ground 2A

Either—

(a) a relevant order, a suspended anti-social behaviour 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.

Appendix A

- 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.

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.

Appendix A

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

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.

Tenancy Agreement and Tenancy Policy

Consultation feedback report

January 2026

Introduction

Following local government reorganisation, North Yorkshire Council inherited housing stock and housing management policies from three predecessor councils. This has resulted in inconsistencies in tenancy agreements and operational practices across the Council's housing service.

To address this, the Council is progressing work to harmonise tenancy arrangements through the development of the NYC Tenancy Agreement and proposed amendments to the NYC Tenancy Policy. These changes reflect legal updates, policy alignment, operational improvements, and best practice.

A consultation is required as outlined in Sections 105 and 137 of the Housing Acts 1985 and 1996. The service of a Preliminary Notice of variation under section 103 of the Housing Act 1985 was also required for the tenancy agreement changes.

This report is not intended to cover the detail of all the responses received but provides a summary of the feedback. We are committed to engaging and involving tenants and using their insight to influence and improve services and to ensuring their voice is heard in decisions that affect their home, their safety and their communities. We aim to put our tenants central to our decision making and therefore we have considered all comments provided and we would like to thank everyone who took the time to respond.

Consultation process

The proposed new Tenancy Agreement and Tenancy Policy were published on the North Yorkshire Council website in the consultation space. The consultation on both publications ran from 26 November to 31 December 2025 inclusive. A survey was available for any tenant comments or feedback.

We wrote to every existing North Yorkshire council tenant and included a Preliminary Notice of Variation

We shared details of the survey in the letter accompanying the preliminary notice and sent a reminder email to the 4612 tenants with a registered email address in early December.

We promoted the consultation in our newsletter and at tenant panel meetings and with our colleagues through internal communications.

To ensure as many tenants as possible were able to participate we held 3 face-to-face to drop-in sessions in Richmond, Harrogate, and Selby. Alongside these sessions, to give tenants flexibility and choice in how they shared their views, we offered a Microsoft team's meeting drop in, a help desk service for general queries and 57 tenants were issued paper copies of the documents and the survey.

There were 89 responses to the survey. The responses were anonymous.

Key themes

There were consistent themes in the qualitative responses to the survey, including:

General

6 respondents were concerned about losing their secure tenancy status and 6 respondents mentioned typos and requested plainer language

Repairs

Repairs timeliness and competition was an issue for 12 respondents and gardens and grounds maintenance such as gutters, fascias, gates and grass was mentioned by 7 respondents. A suggestion regarding loft storage was put forward by one tenant.

Succession

Concerns about children and family members and succession were mentioned by 3 responders. Some preferred enhanced succession rights

Joint Tenancies

There was some anxiety about one joint tenant's notice ending the tenancy for both and comments made relating to relationship breakdown and domestic abuse

Rent Payment Schedule

3 tenants had a strong preference to retain the 48-week payment schedule

Overall sentiment

There was a strong overall understanding and acceptance among many respondents. Some of the comments included 'reasonable', 'sensible' and 'modern'. There were some clear concerns, and some tenants advised they were worried. Some tenants appreciated the opportunity to feedback, but some tenants felt that they had a legally binding contract and didn't accept it could change.

Succession: "If myself or my wife were to pass away... the tenancy would transfer to the living partner, meaning it would not be allowed to be passed to our daughter... we have all lived here for 21 years."

"The agreement states that where succession is refused, the Council may grant a new tenancy at its discretion. I would welcome clearer criteria explaining when this discretion would be exercised, to give tenants and their families greater certainty"

Multiple tenants, particularly long-standing secure tenants requested plain language clarify on succession and when discretion may be exercised.

Joint tenancies: "If one of the joint tenants gives notice... should the remaining tenant then worry about losing their home too?"

“I’ve been a tenant for nearly 30 years and my husband moved in with me 25 years ago we moved into our current home 13 years ago and if we split up and he moved out would I then be forced to leave too?”

This concern was echoed in face to face and telephone conversations. This is not a change to the terms of any current or any joint tenancy. There is case law establishing this (Hammersmith & Fulham LBC v Monk, confirmed later by Sims v Dacorum). If one tenant decided to end the tenancy, it will end the tenancy for both tenants, whether they agree or not and North Yorkshire Council cannot override this rule.

The wording in the agreement has been used to ensure this is explicit for tenants so that they understand the legalities of joint tenancies

Rent-free weeks: “Please leave [rent-free weeks] as it is... the two weeks around Christmas are a massive help.”

“Do not remove rent free weeks, people are struggling enough already”

“Will we still be able to continue paying rent by direct debit on a monthly basis”

Tenants will be offered support to implement the new payment schedules and we will make it clearer in communications to tenants that existing monthly payment options and direct debits can remain.

Repairs and access: “I support the emphasis on reporting repairs promptly, including damp and mould. However, I would welcome reassurance that tenants will not be held responsible where issues are structural, historic, or due to delays in council repairs. I understand the need for access for safety inspections. It would be helpful if the agreement clarified the process followed before enforcement action is taken where access has been missed due to illness, work, or caring responsibilities”

Repairs are a top theme and the Repairs Standard covers the issues raised however a suggestion was made to permit limited, safe storage in lofts therefore an amendment can be made to communications to make clearer the reasons why there is no storage allowed.

Tenants requested clarity to wording regarding charging to reassure them that they won’t be charged for issues outside their control.

Tenants also asked for reasonable notice and consideration of health/work and caring commitments when arranging appointments

Tenants asked for clearer steps before enforcement action for missed appointments.

Conclusion and next steps

Appendix B

Most of the comments received were in response to the new wording and not a change in the rights or security of tenure. Our responses to the key points are set out below:

Issue raised	Response
General	We have considered and reflected on the feedback and made changes to the draft documents to correct any typos. There is a clear need for more plain English wording and reassurance regarding tenancy security and we will therefore include a more explicit line about tenancy security in tenant communications and in addition include a FAQ document.
Succession	All existing tenants will retain their existing succession rights. This is made clear in Appendix A. We will reiterate this in the communications.
Joint Tenancies	The wording relating to joint tenancies was introduced to make it clear for all joint tenancies of the implications of ending a tenancy. This is set out in legislation and in case law and is not a change for existing tenants. The former tenancy agreements did not make this clear and this was apparent to us when issues arose therefore new wording has been introduced.
Rent Payment Schedule	We will make it clear that support for the transition is available and that existing monthly payment options and direct debit arrangements can continue

The consultation has not resulted in the any substantial or material changes to the proposed document, but minor typos and amendments have been made following the feedback.

A document to support tenants understanding of the changes will be created to help with the implementation of the new agreement and tenancy policy.

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

(Form updated October 2023)

Tenancy Agreement and Tenancy Policy Changes

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 to find completed EIAs we also publish them in the Equality and Diversity section of our website. 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	Carl Doolan – Head of Housing Management and Landlord Services
Names and roles of other people involved in carrying out the EIA	Imogen Downie
How will you pay due regard? e.g. working group, individual officer	This overarching EIA has been carried out by the Housing Policy and Strategy Officer (Service Improvement).
When did the due regard process start?	September 2025

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

This Equality Impact Assessment (EIA) assesses the impact of proposals to harmonise tenancy arrangements across North Yorkshire Council's housing stock by adopting a unified Tenancy Agreement for secure and introductory tenancies (from April 2026), replacing legacy agreements inherited from Harrogate, Richmondshire and Selby. Existing Harrogate and Selby flexible tenancies will remain on legacy terms until their fixed term ends. In parallel, amendments to the Tenancy Policy include introducing a 52-week rent collection period and aligning tenancy start/end dates with weekly rent cycles. The changes are intended to improve legal compliance, operational efficiency and consistency for tenants.

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

This proposal is being brought forward as part of North Yorkshire Council's Housing Revenue Account Policy Framework following local government reorganisation. The Council inherited multiple tenancy agreements and housing policies from three legacy authorities, resulting in inconsistency, inefficiency, and potential inequity in service delivery.

The aims of the proposal are to

- Introduce a new NYC Tenancy Agreement for secure and introductory tenancies to provide a consistent legal framework and improve clarity for most tenants.
- Retain existing Harrogate and Selby flexible tenancies on their legacy agreements until the end of their fixed term, in line with external legal advice on the complexities of varying these agreements.
- Ensure that, upon expiry of their fixed term, flexible tenancies convert to the NYC Tenancy Agreement.
- Improve legal compliance by aligning tenancy terms with current legislation and best practice.
- Enhance operational efficiency by streamlining tenancy management processes and reducing administrative complexity.
- Support financial sustainability through proposed amendments to the Tenancy Policy, including a 52-week rent collection period and revised tenancy start dates, which are expected to improve rent collection and simplify accounting.
- Promote transparency and tenant engagement by undertaking meaningful consultation and ensuring tenants have a clear understanding of their rights and responsibilities.

While the proposal will significantly reduce inconsistencies across the Council's housing stock, full harmonisation will only be achieved once all legacy flexible tenancies have expired and converted to the NYC secure tenancy agreement.

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

The proposal will introduce a new North Yorkshire Council (NYC) Tenancy Agreement for secure and introductory tenancies, replacing the legacy agreements inherited from Harrogate, Selby, and Richmondshire. This will create a consistent legal framework for most tenants and simplify tenancy management processes.

However, existing Harrogate and Selby flexible tenancies will remain on their legacy agreements until the end of their fixed term. These tenancies will not be varied to the new NYC Tenancy Agreement due to the legal complexities and risks identified by external Counsel. Upon expiry of the fixed term, these flexible tenancies will convert to the NYC Tenancy Agreement.

For tenants, the changes will mean clearer and more consistent tenancy terms for secure and introductory tenancies, improved understanding of rights and responsibilities, and greater transparency. Flexible tenants will continue under their current agreements for the duration of their fixed term, but the NYC Tenancy Agreement sets out how legacy succession and assignment rights will apply during this transitional period.

For staff, the introduction of the NYC Tenancy Agreement will reduce complexity for most tenancy types, improve operational efficiency, and enable consistent advice and enforcement. Some variation will remain until all flexible tenancies have expired, so staff will need to continue managing these legacy agreements alongside the new framework.

Overall, the changes will significantly reduce inconsistencies across the housing service, but full harmonisation will only be achieved once all legacy flexible tenancies have converted to the NYC secure tenancy agreement.

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?)

Initial engagement has taken place with internal stakeholders, including Housing Management teams, Legal Services, and Communications officers. These teams have contributed to the development of the proposed North Yorkshire Council Tenancy Agreement by reviewing legacy agreements and identifying areas requiring harmonisation. Legal Services have also referred the draft agreement to Counsel for review, with particular focus on succession and assignment clauses.

Formal statutory consultation with tenants was undertaken between 26 November and 31 December 2025, in accordance with Sections 102 and 103 of the Housing Act 1985 (variation of secure tenancies), Section 105 of the Housing Act 1985 (housing management matters) and Section 137 of the Housing Act 1996 (introductory tenancies). Consultation covered both the proposed North Yorkshire Council Tenancy Agreement and the proposed amendments to the Tenancy Policy, including the introduction of a 52-week rent collection period and changes to tenancy start dates. While the consultations ran concurrently, they were treated as distinct processes with separate materials and feedback mechanisms.

A total of 89 responses were received. Feedback demonstrated broad understanding and acceptance of the need to modernise and harmonise tenancy arrangements. Queries and comments focused on specific issues such as succession, joint tenancies, rent payment arrangements and the clarity of language used. All responses were carefully considered. No substantive changes to the proposals are recommended; however, minor drafting refinements and clarifications have been made to improve clarity and tenant understanding. The overall policy intent and approach to harmonisation remain unchanged.

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

The proposal is expected to be cost neutral in terms of day-to-day operations. The variation of tenancy agreements and the associated consultation process formalise statutory procedures that the Council is already required to follow. Costs associated with legal advice, including referral to Counsel, and the preparation of consultation materials will be met from existing Housing Revenue Account (HRA) budgets.

In the longer term, the implementation of a unified tenancy agreement is anticipated to generate efficiencies by reducing duplication, streamlining tenancy management processes, and improving clarity for both tenants and staff. These operational benefits will support improved value for money and contribute to the Council's wider housing transformation programme.

The proposed amendments to the Tenancy Policy, including the introduction of a 52-week rent collection period and potential change to tenancy start dates, may also deliver financial benefits. These changes are expected to improve rent collection, reduce arrears, and simplify rent accounting, thereby reducing administrative overheads.

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	x			<p>From information currently available we can estimate that 51% of our tenants are aged over 60. 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%. This means that our tenant population is significantly more aged than the average population for North Yorkshire and the country.</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>Less than 5% of our tenant population are under 29. North Yorkshire has a lower proportion of young people than the national average- 24.5% under 25 compared to 29.2% nationally.</p> <p>The proposed variation to the tenancy agreement and amendments to the Tenancy Policy are not expected to have a disproportionate impact on any age group. The changes aim to harmonise tenancy terms and improve service delivery for all tenants, regardless of age.</p>
Disability	x			<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>The proposed variation to the tenancy agreement and amendments to the Tenancy Policy are not expected to have a disproportionate impact on people with disabilities. The changes aim to harmonise tenancy terms and improve service delivery, without introducing new barriers or exclusions.</p>
Sex	x			<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>The proposed variation to the tenancy agreement and amendments to the Tenancy Policy are not expected to have any disproportionate impact based on sex. The changes apply equally to all tenants, regardless of gender, and do not introduce any criteria or processes that would disadvantage individuals based on sex.</p>
Race	x			<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>The proposed variation to the tenancy agreement and amendments to the Tenancy Policy are not expected to have any disproportionate impact on individuals based on race or ethnicity. The changes apply equally to all tenants, regardless of racial or ethnic identity, and do not introduce any barriers, exclusions, or differential treatment.</p>
Gender reassignment	x			<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>The proposed variation to the tenancy agreement and amendments to the</p>

				<p>Tenancy Policy are not expected to have any disproportionate impact on individuals who share this protected characteristic. The changes apply equally to all tenants and do not introduce any barriers or exclusions based on gender identity. The Council is committed to ensuring that all tenants are treated with dignity and respect, and that housing services are inclusive and accessible to all.</p>
Sexual orientation	x			<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>The proposed variation to the tenancy agreement and amendments to the Tenancy Policy are not expected to have any disproportionate impact on individuals based on sexual orientation. The changes apply equally to all tenants and do not introduce any barriers or exclusions related to sexual orientation. The Council is committed to ensuring that housing services are inclusive and respectful of all sexual orientations, and that all tenants are able to participate fully in the consultation process.</p>
Religion or belief	x			<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>The proposed variation to the tenancy agreement and amendments to the Tenancy Policy are not expected to have any disproportionate impact based on religion or belief. The changes apply equally to all tenants and do not introduce any criteria, processes, or service standards that would disadvantage individuals based on their faith or belief system. The Council remains committed to</p>

				ensuring that housing services are inclusive and respectful of all religious and non-religious beliefs.
Pregnancy or maternity	x			<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>The proposed variation to the tenancy agreement and amendments to the Tenancy Policy are not expected to have any disproportionate impact on individuals who are pregnant or on maternity leave. The changes apply equally to all tenants and do not introduce any barriers or exclusions based on pregnancy or maternity status.</p>
Marriage or civil partnership	x			<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>The proposed variation to the tenancy agreement and amendments to the Tenancy Policy are not expected to have any disproportionate impact on individuals based on marital or partnership status. The changes apply equally to all tenants, regardless of their relationship status, and do not introduce any barriers or exclusions related to this characteristic. The Council remains committed to ensuring that all tenants are treated fairly and consistently.</p>

Section 7. How will this proposal affect people who...	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.
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..live in a rural area?	x			<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>The proposed variation to the tenancy agreement and amendments to the Tenancy Policy are not expected to have a disproportionate impact on tenants living in rural areas. The changes aim to harmonise tenancy terms and improve service delivery across all localities, including rural communities.</p>
...have a low income?	x			<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 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>The proposed variation to the tenancy agreement and amendments to the Tenancy Policy are not expected to have a disproportionate impact on low-income households. The changes do not introduce new financial obligations or barriers. While the proposed 52-week rent collection model may alter payment schedules, it is intended to support more consistent budgeting and reduce confusion around non-collection weeks.</p>
...are carers (unpaid family or friend)?	x			<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>The proposed variation to the tenancy agreement and amendments to the Tenancy Policy are not expected to have a disproportionate impact on unpaid carers. The changes apply equally to all tenants and do not introduce any barriers or exclusions based on caring responsibilities.</p>
..... are from the Armed Forces Community	x			<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>The proposed variation to the tenancy agreement and amendments to the Tenancy Policy are not expected to have a disproportionate impact on members of the Armed Forces Community. The changes apply equally to all tenants, including those with military service, and do not introduce any barriers or exclusions. The Council recognises the unique needs of veterans and remains committed to ensuring that housing services are inclusive and responsive to this community.</p>

Section 8. Geographic impact – Please detail where the impact will be (please tick all that apply)	
North Yorkshire wide	

Craven	
Hambleton	
Harrogate	x
Richmondshire	x
Ryedale	
Scarborough	
Selby	x

If you have ticked one or more areas, will specific town(s)/village(s) be particularly impacted? If so, please specify below.

The proposed variation to the tenancy agreement and amendments to the Tenancy Policy apply to tenants living in council-owned housing stock. Currently, this stock is concentrated in the former stock-holding areas of Harrogate, Richmondshire, and Selby. These areas will be most directly affected by the changes.

As North Yorkshire Council continues to expand its housing provision across the county, the unified tenancy agreement and policy framework will ensure a consistent and equitable approach to tenancy management in any new areas where council housing is developed or acquired. The proposal supports county-wide harmonisation and will ultimately benefit tenants across all localities.

Section 9. Will the proposal affect anyone more because of a combination of protected characteristics? (e.g. 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.

There is no current evidence to suggest that the proposed variation to the Tenancy Agreement or amendments to the Tenancy Policy will disproportionately affect individuals due to a combination of protected characteristics. The changes apply equally to all tenants, regardless of their personal characteristics or circumstances.

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)	Tick option chosen
1. No adverse impact - no major change needed to the proposal. There is no potential for discrimination or adverse impact identified.	x
2. Adverse impact - adjust the proposal - 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.	
3. Adverse impact - continue the proposal - 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)	
4. Actual or potential unlawful discrimination - stop and remove the proposal – The EIA identifies actual or potential unlawful discrimination. It must be stopped.	
Explanation of why option has been chosen. (Include any advice given by Legal Services.)	
<p>The proposed variation to the tenancy agreement and amendments to the Tenancy Policy formalise procedures that are already in place under national legislation and across the former district councils of Harrogate, Richmondshire, and Selby. The changes do not introduce new eligibility criteria or restrictions, but instead consolidate existing practices into a single, consistent framework for North Yorkshire Council.</p> <p>Legal Services have reviewed the proposal and confirmed that the approach is compliant with statutory requirements under the Housing Acts 1985 and 1996. The consultation process will be inclusive and accessible, and reasonable adjustments will be made to ensure that disabled tenants and others with protected characteristics can participate fully.</p>	

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?)
<p>The Council will monitor the impact of the proposed tenancy agreement and Tenancy Policy amendments by reviewing service data, including customer contact, complaints, and feedback received during and after the consultation period. This will help identify any unintended impacts on tenants with protected characteristics.</p> <p>Post-implementation reviews will be conducted to assess how the changes are working in practice. Adjustments will be made where necessary to ensure fairness, accessibility, and compliance with equality duties. Feedback from tenants and frontline staff will be used to inform future improvements to tenancy management and policy development.</p>

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.
--

This Equality Impact Assessment has considered the potential effects of the proposed introduction of the NYC Tenancy Agreement for secure and introductory tenancies and amendments to the Tenancy Policy, including the introduction of a 52-week rent collection period and potential change to tenancy start dates.

The proposal aims to harmonise tenancy terms across most of the Council's housing stock, replacing legacy agreements for secure and introductory tenancies. Existing Harrogate and Selby flexible tenancies will remain on their legacy agreements until the end of their fixed term, after which they will convert to the NYC secure tenancy agreement.

No adverse impacts have been identified for individuals with protected characteristics. The changes apply equally to all tenants within the scope of the agreement and do not introduce new eligibility criteria or restrictions. The consultation process will be inclusive and accessible, with reasonable adjustments made to ensure participation from all tenant groups.

Legal Services have reviewed the proposal and confirmed its compliance with statutory requirements under the Housing Acts 1985 and 1996. Ongoing monitoring will be undertaken to assess the real-world impact of the changes and ensure that any unintended consequences are addressed.

The proposal is recommended for implementation.

Section 14. Sign off section

This full EIA was completed by:

Name: Imogen Downie

Job title: Housing Policy and Strategy Officer (Service Improvement)

Directorate: Community Development

Signature: Imogen Downie

Completion date: Sept 2025

Authorised by relevant Assistant Director (signature): A Rowe

Date: 15 January 2026

Initial Climate Change Impact Assessment (Form created August 2021)

The intention of this document is to help the council to gain an initial understanding of the impact of a project or decision on the environment. This document should be completed in consultation with the supporting guidance. Dependent on this initial assessment you may need to go on to complete a full Climate Change Impact Assessment. The final document will be published as part of the decision-making process.

If you have any additional queries, which are not covered by the guidance please email climatechange@northyorks.gov.uk

Title of proposal	Tenancy Agreement and Tenancy Policy Changes
Brief description of proposal	North Yorkshire Council proposes to harmonise tenancy management across its housing stock by adopting a unified Tenancy Agreement for secure and introductory tenancies (from April 2026), replacing legacy agreements inherited from Harrogate, Richmondshire and Selby. Existing Harrogate and Selby flexible tenancies will remain on legacy terms until their fixed term ends. In parallel, amendments to the Tenancy Policy include introducing a 52- week rent collection period and aligning tenancy start/end dates with weekly rent cycles. The changes are intended to improve legal compliance, operational efficiency and consistency for tenants.
Directorate	Community Development
Service area	Housing
Lead officer	Carl Doolan
Names and roles of other people involved in carrying out the impact assessment	Imogen Downie

The chart below contains the main environmental factors to consider in your initial assessment – choose the appropriate option from the drop-down list for each one.

Remember to think about the following;

- Travel
- Construction
- Data storage
- Use of buildings
- Change of land use
- Opportunities for recycling and reuse

Environmental factor to consider	For the council	For the county	Overall
Greenhouse gas emissions	No effect on emissions	No Effect on emissions	No effect on emissions
Waste	No effect on waste	No effect on waste	No effect on waste
Water use	No effect on water usage	No effect on water usage	No effect on water usage
Pollution (air, land, water, noise, light)	No effect on pollution	No effect on pollution	No effect on pollution
Resilience to adverse weather/climate events (flooding, drought etc)	No effect on resilience	No effect on resilience	No effect on resilience
Ecological effects (biodiversity, loss of habitat etc)	No effect on ecology	No effect on ecology	No effect on ecology
Heritage and landscape	No effect on heritage and landscape	No effect on heritage and landscape	No effect on heritage and landscape

If any of these factors are likely to result in a negative or positive environmental impact then a full climate change impact assessment will be required. It is important that we capture information about both positive and negative impacts to aid the council in calculating its carbon footprint and environmental impact.

Decision (Please tick one option)	Full CCIA not relevant or proportionate:	x	Continue to full CCIA:	
Reason for decision	The proposal relates to administrative and policy changes concerning tenancy agreements and rent collection processes. It does not involve physical development, construction, or changes to land use. The environmental impact is minimal and as such, a full Climate Change Impact Assessment is not considered proportionate or necessary.			
Signed (Assistant Director or equivalent)	A Rowe			
Date	15 January 2026			

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North Yorkshire Council

Executive Member for Arts Culture and Housing

26 January 2026

Void Management Strategy

Report of the Corporate Director Community Development

1.0 PURPOSE OF REPORT

- 1.1 To seek Executive Member approval for the Void Management Strategy, which sets out North Yorkshire Council's approach to managing its empty housing assets, balancing timely re-letting with regulatory compliance, safety and quality.

2.0 SUMMARY

- 2.1 The Void Management Strategy (see Appendix A) sets out North Yorkshire Council's approach to managing its empty housing assets following local government reorganisation. It replaces fragmented legacy arrangements with a unified, evidence-based framework that ensures statutory compliance, supports strategic investment, and improves service delivery.
- 2.2 Developed in recognition of the high demand for social housing and the need to ensure our empty homes are improved and made available to let as efficiently as possible, the Strategy addresses key challenges in delivering the Lettable Standard. It establishes the priorities for the service of safety, quality and decency, balanced with re-let time and cost.
- 2.3 The Strategy is aligned with the Housing Strategy 2024 – 2029, the Housing Improvement Plan and the newly harmonised Lettable Standard. It is structured around four key principles: maintaining timely void turnaround times, ensuring compliance and safety, delivering consistency in property standards and supporting long term sustainability.
- 2.4 The Strategy provides a foundation for continuous improvement and future innovation in void works. It is a core component of the Council's transformation journey and its ambition to become an exemplar social landlord.
- 2.5 The Strategy is underpinned by key regulatory frameworks including the Decent Homes Standard and the Consumer Standards set by the Regulator of Social Housing. These obligations shape our compliance and investment priorities.

3.0 BACKGROUND

- 3.1 Following the local government reorganisation in April 2023, North Yorkshire Council inherited housing assets, management systems, and operational models from seven predecessor district councils. This legacy created a fragmented landscape of housing asset quality, void management processes, compliance frameworks, and service delivery approaches, which posed significant challenges in achieving consistency, transparency, and statutory compliance across the housing portfolio.

- 3.2 The Regulator of Social Housing's C3 grading in 2024 highlighted critical weaknesses in the Council's ability to evidence compliance with key safety standards, including gas and electrical safety, fire risk management, and the Decent Homes Standard. It also identified gaps in tenant engagement, data integrity, and performance monitoring. These findings reinforced the urgent need for a unified, strategic approach to void management.
- 3.3 The development of the Strategy has been informed by sector best practice, regulatory guidance, and benchmarking. It is closely integrated with the Housing Strategy 2024–2029 and the Housing Improvement Plan and informed by the Consumer Standards.

4.0 VOID MANAGEMENT STRATEGY

- 4.1 The Void Management Strategy establishes a unified framework for managing North Yorkshire Council's empty housing assets. It replaces fragmented legacy arrangements with a consistent, data-driven, and tenant-focused approach. While many of the activities described are already underway and documented separately, the Strategy brings them together into a single, coherent framework. The Strategy is designed to ensure that all empty homes are dealt with consistently to bring them up to a safe, decent, and sustainable standard, and that void management becomes a long-term driver of housing excellence.
- 4.2 The Strategy is structured around four thematic sections, each representing a strategic priority and operational focus and across two stages, reducing the backlog and longer-term void management planning.
- 4.3 The Strategy recognises the work already undertaken and the decisions taken which impact on void management, such as; the harmonisation of the Lettable Standard and the Repairs Standard, Contract Reviews, the Decarbonisation and Stock Condition Survey Programmes and pulls them together to provide the context in which our approach to void properties has been drawn up.
- 4.4 The Roadmap for Improvement sets an interim operating target at 2.5% of total stock, which equates to approximately 210 properties. This target reflects the current position given an average key return of 38 homes per month, existing backlog and stock condition challenges. The Council acknowledges that this is not an ambitious long-term target. Once stock knowledge improves and capital programmes are embedded, we will aim to improve on that operating target, focussing on mean performance in our benchmarking group (around 0.75%) with an ambition to achieve top quartile performance.
- 4.5 Stage 1, Reducing the Backlog details the outcomes to be expected over the first 12 months of the strategy. The average turnaround time for void properties has increased in recent months, reflecting the scale of works required to meet the new Lettable Standard. While this figure is currently elevated, it is expected to stabilise as new processes and contractor frameworks become embedded.
- 4.6 The initial months show a slower rate of improvement due to the scale of works required. However, as additional contractor capacity, category-based scheduling, and improved oversight become embedded, the trend demonstrates a steady decline in backlog. By Month 6, the impact of these measures is expected to accelerate progress, with turnaround times stabilising and more properties returned to allocation. The forecast for Month 12 aligns with our operating target of 2.5% of total stock, reflecting a balanced approach.
- 4.7 Section 2, Improving void management for the longer term involves a strategic approach that builds on the proactive maintenance, and efficient processes which are being established and aligns with our Asset Management Strategy, improving data use and digital innovation, and a focus on tenancy sustainment, tenant satisfaction and engagement.

4.8 Governance and oversight are integral to successful delivery. The Strategy will be monitored through the performance framework, where void data is reported monthly to Extended Management Team and on a quarterly basis to Executive, Overview and Scrutiny and the Tenant Forum.

5.0 CONTRIBUTION TO COUNCIL PRIORITIES

5.1 By embedding compliance and improving housing conditions, the Strategy supports the Council's commitment to delivering safe, decent, and secure homes for all tenants. It aligns with the Housing Strategy 2024 - 2029 and the Housing Improvement Plan, both of which prioritise tenant safety, satisfaction, and equity.

5.2 The Strategy contributes to the Council's net zero and climate resilience objectives by targeting EPC C ratings across the housing portfolio, reducing fuel poverty, and supporting the Beyond Carbon Programme and the York and North Yorkshire Route map to Carbon Negative. In line with the Asset Management Strategy investment decisions will be guided by sustainability principles and long-term environmental impact.

5.3 The Strategy also promotes inclusive growth and community wellbeing by ensuring that voids are managed in a way that supports regeneration, tenant engagement, and long-term neighbourhood stability.

6.0 ALTERNATIVE OPTIONS CONSIDERED

6.1 In developing the Void Management Strategy, the Council considered several alternative approaches. These were assessed against their ability to deliver compliance, consistency, and long-term improvement across the housing portfolio.

6.2 The Strategy adopted reflects a balanced and proactive approach. It consolidates existing programmes and responsibilities into a single, coherent framework, while also introducing new systems and delivery models where needed. This enables the Council to respond to immediate regulatory and operational challenges and lays the foundation for long-term transformation and continuous improvement in void management, in line with the wider housing asset management strategy.

7.0 FINANCIAL IMPLICATIONS

7.1 The Void Management Strategy does not introduce new financial commitments beyond those already planned and underway. Instead, it brings together existing programmes and activities into a single strategic framework, providing greater clarity, coordination, and oversight of void management.

7.2 Key financial activities already in progress include the implementation of the Lettable Standard, improving the standard to which void properties are brought prior to re-let, the stock condition survey programme, which is being rolled out across the housing portfolio to inform future investment decisions and ensure compliance with regulatory standards. Energy efficiency improvements, including works to achieve EPC C ratings, are being delivered through existing capital programmes aligned with the Council's net zero ambitions, supported by external funding streams such as the Social Housing Decarbonisation Fund. In addition, service transformation is progressing through the strengthening of internal delivery teams and the expansion of planned maintenance programmes to reduce reliance on reactive repairs and external contractors, with investment prioritised through the HRA Business Plan and supplemented by strategic borrowing and grant funding.

- 7.3 Void performance has a significant impact on rental income. The loss of rent, reducing the income to the Housing Revenue Account (HRA) for management and maintenance spend, each 1% equates to around £450k lost rent income. The strategy sets out how the service intends to reduce the void backlog, returning homes to rent as soon as is possible.
- 7.4 Financial oversight will continue through existing governance arrangements, including annual budget-setting processes and HRA reviews. The Strategy enhances transparency and accountability by setting out a clear and consistent approach to void management.

8.0 LEGAL IMPLICATIONS

- 8.1 The Void Management Strategy supports the Council's legal obligations as a social housing landlord by providing a structured and consistent approach to compliance across the housing portfolio.
- 8.2 Legal and regulatory requirements including the Decent Homes Standard, Awaab's Law, the Consumer Standards Framework, and wider health and safety legislation are reflected throughout the Strategy. These frameworks underpin the Council's approach, prioritising safety and quality over re-let times.
- 8.3 The Strategy does not introduce new legal duties but consolidates and clarifies how existing statutory responsibilities will be met.

9.0 EQUALITIES IMPLICATIONS

- 9.1 The Void Management Strategy supports the Council's commitment to promoting equality, diversity, and inclusion in the delivery of housing services. The Strategy helps ensure that all tenants, regardless of background, identity, or personal circumstances, receive safe, decent, and responsive housing.
- 9.2 The Strategy contributes to tackling inequalities in housing quality and access by focusing on implementation of the Lettable Standard, bringing housing quality up and tackling issues such as fuel poverty and energy efficiency, which disproportionately affect low-income households and vulnerable residents. It also aims to embed consistent compliance across all properties, reducing the risk of harm in homes that may have experienced historic underinvestment. Improvements in data quality and service oversight will further enable the Council to identify and respond to disparities in housing conditions and outcomes.
- 9.3 An Equality Impact Assessment (EIA) (see Appendix B) has been carried out to assess the potential impacts of the Strategy and ensure that it supports fair and inclusive service delivery. The Strategy is expected to improve housing conditions and service responsiveness, which will benefit all tenants, including vulnerable groups such as older people.

10.0 CLIMATE CHANGE IMPLICATIONS

- 10.1 A key focus of the Strategy is improving the energy performance of council-owned homes. This includes works already underway, via the Lettable Standard and Decarbonisation Programme, to achieve EPC C ratings across the housing portfolio, which will reduce carbon emissions, lower energy bills for tenants, and contribute to the Council's commitments under the Beyond Carbon Programme and the York and North Yorkshire Routemap to Carbon Negative.

10.2 A Climate Change Impact Assessment has been carried out (see Appendix C) to evaluate the environmental implications of the Void Management Strategy. The assessment concluded that there will be no negative impacts, as the works outlined in the Strategy are already underway and have been planned in alignment with existing sustainability and energy efficiency objectives.

11.0 PERFORMANCE IMPLICATIONS

11.1 Detailed performance management of void properties began in January 2025. This data shows us that at that point 212 void properties required works, this equated to 2.55% of stock.

11.2 In the time since January 2025 the Housing Standards service has received an average of 38 voids per calendar month (384 total) of which 24% (94) were Cat 1, 42% (162) were Cat 2 and 33% (128) were Cat 3. In the same time frame, the Housing Standards service has returned 248 properties back to Housing Management for allocation at an average of 26 homes per calendar month. With the average number of new voids per month exceeding those completed, a backlog has developed. As of the end of October 2025 the number of voids stood at 407 (4.9% of stock).

11.3 The Strategy recognises the performance challenges the service has experienced and sets an operating target of 2.5% (210 homes).

11.4 The Council monitors void performance through a range of established mechanisms, including Tier 1 and Tier 2 dashboards. These arrangements are already in place and will continue to operate in their current form.

11.5 In addition to improving turnaround times, the Council will undertake a comprehensive end-to-end review of the void management process. This will cover every stage, from the point keys are received, through works scheduling and completion, to property handover and letting. The aim is to identify and eliminate inefficiencies, streamline communication between teams, and ensure that improvements are driven across the entire process, not just within the works phase. This review will form part of the continuous improvement programme and will be monitored through existing governance arrangements.

12.0 RISK MANAGEMENT IMPLICATIONS

12.1 The Void Management Strategy responds directly to a number of known risks, including regulatory non-compliance, housing quality, lack of housing availability and inconsistent service delivery across the housing portfolio. While the Strategy does not eliminate these risks, it provides a structured approach to managing them through clearer governance, improved data, and a more coordinated delivery model. The implementation of the Lettable Standard may increase void time in the short term but in the longer term this will improve the quality of our housing stock.

13.0 CONCLUSIONS

13.1 The Void Management Strategy provides a single, coordinated framework for managing the Council's empty housing assets following local government reorganisation. It consolidates existing activity and sets out clear objectives for reducing the backlog, driving up standards and bringing homes back into occupation. The Strategy aligns with wider corporate priorities and supports the Council's ambition to deliver safe, decent, and sustainable homes, underpinning its long-term improvement journey and commitment to becoming an exemplar social landlord.

14.0 REASONS FOR RECOMMENDATIONS

14.1 Approval will give formal authority to implement the Strategy and deliver its objectives through established governance arrangements. It also ensures that improvement activity is coordinated, transparent, and aligned with statutory and regulatory requirements, while contributing to wider corporate priorities and the Housing Revenue Account Business Plan.

15.0 RECOMMENDATION(S)

15.1 That the Executive Member for Culture, Arts and Housing approves the Void Management Strategy as set out in Appendix A.

APPENDICES:

Appendix A – Void Management Strategy

Appendix B – Equalities Impact Assessment (EIA)

Appendix C – Climate Change Impact Assessment (CCIA) Screening Form

BACKGROUND DOCUMENTS: None

Nic Harne
Corporate Director – Community Development
County Hall
Northallerton

Report Author – Vicky Young, Service Improvement Manager

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

North Yorkshire Council

Housing Service Void Management Strategy

Overview

North Yorkshire Council is committed to reducing the number of empty council houses and improving the safety, quality, and energy efficiency of its housing stock. This document outlines our approach to void management, balancing timely re-letting with regulatory compliance and long-term investment.

In line with the Regulator of Social Housing's Consumer Standards focussed on safety and quality, we aim to ensure every property meets the harmonised North Yorkshire Council Lettable Standard, delivers value for money, and provides a positive tenant experience. This enhanced standard means that our void turnaround times have increased however, these improvements ensure homes are safer, warmer, and more economical to run.

This statement provides:

- **Performance update** on void properties from January–September 2025
- **Our Approach** our priorities and strategic objectives
- **Roadmap for Improvement** and how we will monitor progress

Our approach prioritises transparency and accountability, embedding improvements that will create a legacy of high-quality homes while meeting obligations under the Social Housing Regulation Act.

Background

Definition of a Void

The terms *void* and *vacant* are often used interchangeably, but for clarity within this document we will use the following definitions:

- **Void:** A property where keys have been returned by the outgoing tenant and the home is with the Housing Standards team for inspection and works to meet the Lettable Standard.
- **Vacant:** A property that has completed void works, is back with Housing Management and Allocations, and is ready for a new tenant to move in.

This distinction helps track progress accurately and ensures consistent reporting across teams.

Why Does Void Management Matter?

The way in which void properties are managed is important for a number of reasons:

- The need to use available council housing for those in housing need;
- The negative impact void properties can have on the local community; and
- The loss of rent, reducing the income to the Housing Revenue Account (HRA) for management and maintenance spend, each 1% equates to around £450k lost rent income

Legal and Regulatory Context

Local Authorities' approach to void management is underpinned by a robust legal and regulatory framework designed to ensure homes are safe, decent, and fit for habitation. Key legislation and standards include:

- Landlord and Tenant Act 1985 – establishes the duty to provide homes that are fit for habitation.
- Housing Act 2004 – introduced the Housing Health and Safety Rating System (HHSRS), a risk-based tool for identifying hazards.
- Decent Homes Standard (2006) – sets minimum quality requirements for social housing.
- Control of Asbestos Regulations 2012 – mandates safe removal and management of asbestos.
- Homes (Fitness for Human Habitation) Act 2018 – reinforces obligations to maintain habitable conditions.
- Fire Safety Regulations 2022 – strengthens fire safety compliance in residential properties.
- Social Housing Regulation Act 2023 – shifts emphasis from speed of re-let to safety, quality, and tenant satisfaction, introducing Consumer Standards and Tenant Satisfaction Measures.

Horizon Scanning – Decent Homes Standard 2

The Government is consulting on a reformed Decent Homes Standard (DHS2), introducing tougher requirements on safety, energy efficiency and tackling damp and mould. The Council is already embedding elements of the proposed standard through its Lettable Standard during void works. Acting now reduces future financial burden and compliance risk, avoids costly retrofits and supports net zero ambitions while improving tenant wellbeing.

Local Context

Local Government Reorganisation (LGR)

North Yorkshire Council was formed in April 2023 through Local Government Reorganisation, bringing together seven former district and borough councils and the county council. This consolidation created a single housing service responsible for managing approximately 8,500 homes across a large and diverse geography. The transition requires harmonisation of policies, standards, and processes, including void management, which previously varied significantly between legacy organisations.

Historic underinvestment

Legacy councils experienced prolonged periods of underinvestment in housing stock, resulting in a backlog of major repairs and properties falling below modern standards. This historic underinvestment has contributed to a higher proportion of voids requiring extensive works, including structural repairs, asbestos removal, and energy efficiency upgrades. Addressing these issues is central to improving turnaround times and ensuring compliance with current regulatory requirements.

Regulatory Improvement Plan

Following a self-referral, in September 2024 the Regulator of Social Housing issued a NYC with a C3 Regulatory Judgement, highlighting areas for improvement in stock condition data, compliance assurance, and delivery of decent homes. In response, North Yorkshire Council implemented an Improvement Plan focused on:

- Increasing our awareness of the condition of all our homes by completing 100% of stock condition surveys by September 2026.
- Strengthening compliance, monitoring and reporting of health and safety requirements.
- Increasing tenant involvement in service delivery and development

HRA Business Plan

The HRA Business Plan sets out a 30-year financial strategy to maintain and improve housing stock while ensuring long-term sustainability. Key priorities include:

- Investing in energy efficiency and decarbonisation to meet net zero targets.
- Funding major works programmes to address historic underinvestment.
- Reducing rent loss through improved void turnaround times. Void management is a critical component of the HRA strategy, balancing operational efficiency with investment in quality and compliance.

Lettable Standard

The Council's Lettable Standard reflects the Legal and Regulatory requirements above and goes further by mandating:

- A minimum EPC rating of C for all re-let properties.
- Full removal of internal asbestos.
- Neutral decoration and flooring in kitchens and bathrooms.
- Compliance with all statutory safety checks.

This framework ensures that every North Yorkshire Council property returned to allocation meets the Decent Homes Standard, providing safe, energy efficient, and comfortable housing, aligning with both regulatory obligations and tenant expectations.

Social Housing Decarbonisation Fund (SHDF)

North Yorkshire Council has secured funding through the SHDF to improve energy efficiency and reduce carbon emissions in its housing stock. The programme focuses on upgrading homes to EPC Band C or better, using measures such as insulation, air source heat pumps, and solar PV.

Earlier phases have already improved over 150 homes, and the current programme aims to retrofit thousands more by 2028, supporting net zero targets and reducing fuel poverty.

Long Term Void Properties

Alongside the repair and retrofit programmes for void properties the council also holds a number of long-term void properties where decisions are pending on the longer-term viability of the asset or where they are linked to strategic service reviews ie. warden accommodation as an element of the Sheltered Accommodation Review. These properties are not included in void management data.

NYC Void Management Process

When a property becomes void it is assessed by the Housing Standards team and categorised based on the amount of repair work to be carried out to bring it to the Lettable Standard.

- **Category 1 - minor void work: 15 calendar days** *for instance full internal redecoration, minor repairs, and ensuring the property meets the Housing Health and Safety Rating System (HHSRS) requirements for safe occupation as well as compliance with the Decent Homes Standard (DHS).*
- **Category 2 - major void work: 35 calendar days** *for instance all tasks covered under Category 1, along with the replacement of one or more capital elements within the property, such as a kitchen, bathroom, windows, boiler, or similar significant components.*
- **Category 3 - major plus void work: 70 calendar days** *for instance major refurbishment, including structural repairs required due to subsidence or other significant issues. This category also covers properties undergoing retrofit programmes and those affected by major loss events such as fire or water damage, often requiring insurance-related works.*

Void Performance

Current void performance and trends

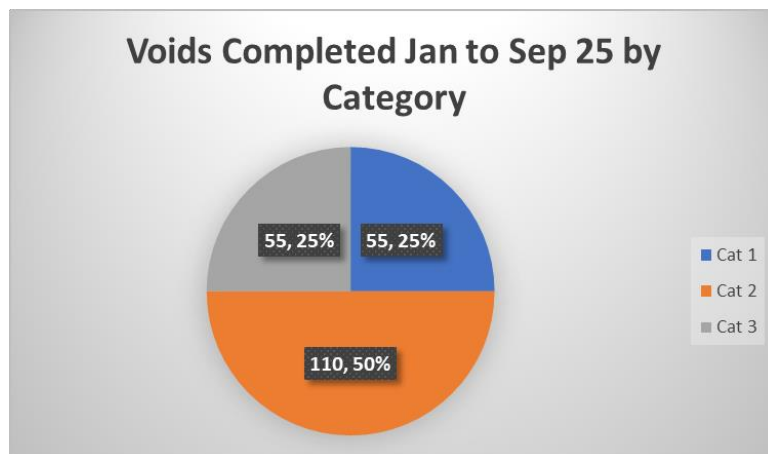
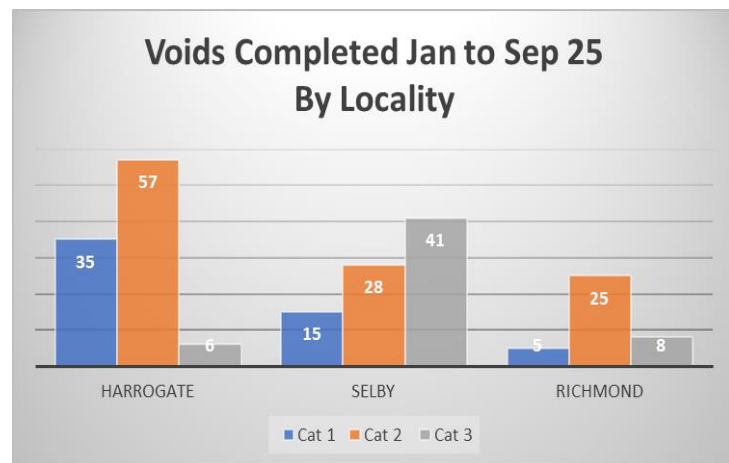
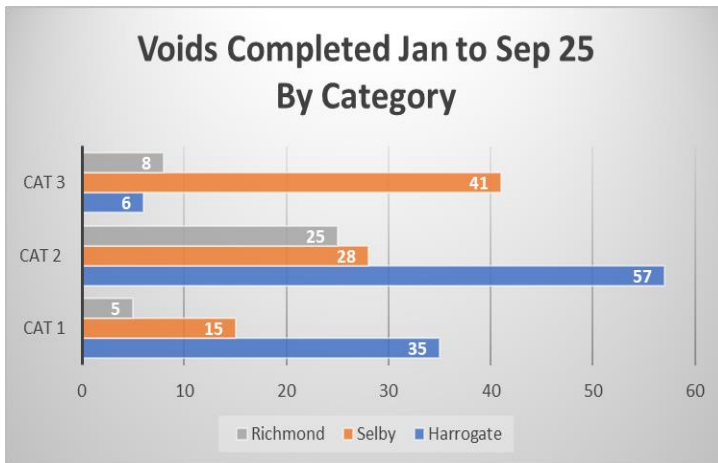
Detailed performance management of void properties began in January 2025. This data shows us that at that point 212 void properties required works, this equated to 2.55% of stock.

In the time since January 2025 the Housing Standards service has received an average of 38 voids per calendar month (384 total) of which 24% (94) were Cat 1, 42% (162) were Cat 2 and 33% (128) were Cat 3.

In the same time frame, the Housing Standards service has returned 248 properties back to Housing Management for allocation at an average of 26 homes per calendar month. With the average number of new voids per month exceeding those completed, a backlog has developed.

This brings us to a point in October 2025 where the total number of voids stands at 407 (4.89% of stock) of which 27% (110) are Cat 1, 43% (173) are Cat 2 and 30% (124) are Cat 3.

Profiled by category of void the chart below shows the distribution of those void works completed and returned for allocation between January and September 2025:

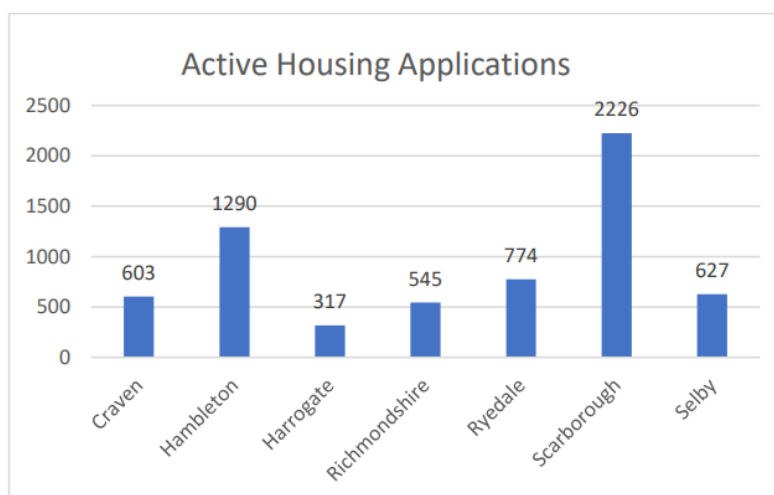


Current vacant performance and trends.

North Yorkshire Council currently maintains a relatively low proportion of properties that are vacant and ready to let, reflecting an efficient re-let process and good alignment between available stock and tenant demand.

Housing Demand

There were 6382 active applications on North Yorkshire Home Choice on the 1st July, 2025. Harrogate appears on the list for the first time, and although has a low number of actual active applicants (317), the area did have 700+ applications Under Review Active and able to bid pending full verification, so would have the third highest numbers on the register.



Data from North Yorkshire Home Choice also tells us that the highest demand for housing across all localities is from those with a 1 bedroom need.

How We Benchmark

This report uses benchmarking data from Housemark to contextualise North Yorkshire’s performance. It uses Tenant Satisfaction Measures derived from management information from 2024/25 and financial figures from 2023/24 to illustrate the national landscape of void and vacant properties and related expenditure.

Figures 1 and 2 compare NYC’s performance to national levels. Benchmarking against all English social housing providers using Housemark (n=137) puts North Yorkshire Council in the second quartile for homes vacant and available to let in 2024/25 (above). This reflects an efficient re-let process and a good fit between prospective tenants and the accommodation falling available.

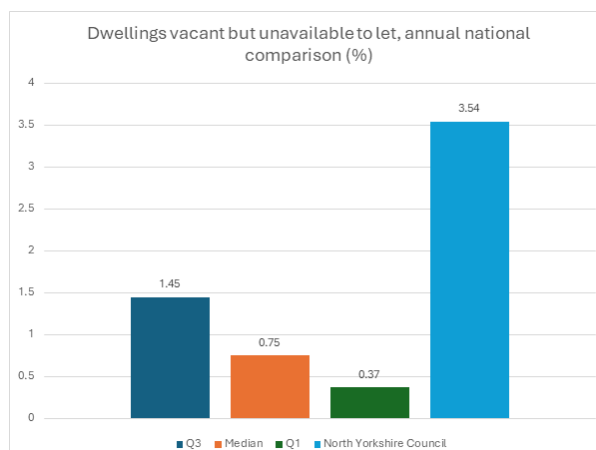
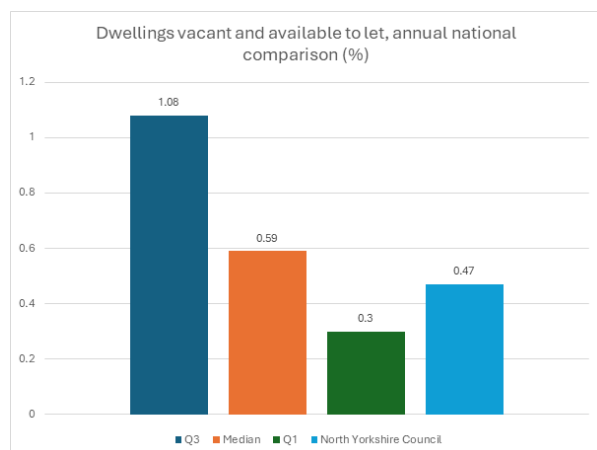


Figure 1

Figure 2

In contrast to its low rate of availability, North Yorkshire had a much higher percentage of properties vacant but unavailable for letting than social landlord peers (n=132) in 2024/25 (above). The homes captured in this metric are those undergoing works; either retrofitting with modern energy-efficient materials and technologies, or repair and remodelling to bring them in line with our new Lettable Standard.

Eight social landlords reported a higher percentage of properties vacant but unavailable to let in the latest reporting year. These include one housing association (Accent Group, 18.07% unavailable), three borough councils, three London boroughs, and one county council

(Northumberland, with 5.12%.) Only three of that group (the London boroughs of Brent and Southwark, and the Borough of Guildford) have so far received consumer standards gradings: all C3s; all as a result of a self-referral; all deemed to hold insufficient evidence of health and safety compliance. The narrative of their judgements suggests all have poor stock quality, which would tend to result in longer void times in order for defects to be rectified.

Overall, comparison to national levels of voids and vacant homes shows that we have moved rapidly from a typical rate of homes available for re-letting to a very low level. This is because newly vacant properties have increasingly been assessed as needing significant works while void to bring them up to an acceptable standard.

The gap between the quality of stock that we are finding when homes fall vacant and the quality required by our new Lettable Standard is probably the most significant factor in our high rate of unavailability. It means that we are having to carry out more work on each home before it is suitable for re-letting.

Our Approach

Policy Position

North Yorkshire Council's approach to void management aligns with the expectations of the Regulator of Social Housing and recent legislative changes. While historic performance measures placed heavy emphasis on re-let times, the current regulatory environment prioritises safety, quality, and decency over speed alone.

Our approach reflects this shift by:

- Ensuring all homes meet the harmonised lettable standard, including removal of internal asbestos, neutral decoration, and flooring in kitchens and bathrooms.
- Delivering compliance with Consumer Standards, which emphasise property condition and tenant experience.
- Incorporating energy efficiency improvements during void works to support decarbonisation targets and reduce tenant energy bills.
- Maintaining transparency and accountability through enhanced monitoring of quality and tenant satisfaction, rather than focusing solely on turnaround times.

This approach balances the need to minimise rent loss and waiting times with the imperative to provide homes that are safe, decent, and sustainable.

Improving tenant outcomes means homes higher quality, warmer, and better presented, which leads to higher satisfaction and fewer complaints. Investing in quality upfront delivers long-term cost efficiency by reducing reactive repairs and compliance risks. It also provides regulatory assurance by demonstrating alignment with the Social Housing Regulation Act and the expectations of the Regulator of Social Housing, delivering homes to the Decent Homes Standard. Finally, it builds public confidence by demonstrating that the Council prioritises tenant wellbeing over speed.

Key Principles

- **Maintain Timely Void Turnaround:** We will actively monitor and manage void works to ensure properties are prepared promptly without compromising quality. This means using category-based scheduling and improving oversight so that turnaround targets are met while maintaining compliance.
- **Ensuring Compliance and Safety:** Every property will undergo robust checks before allocation to confirm it meets statutory safety requirements and the Council's Lettable Standard. This includes gas and electrical safety, asbestos removal, and fire safety measures, ensuring homes are safe and habitable from day one.
- **Deliver Consistency in Property Standards:** The harmonised Lettable Standard will be applied across all homes, guaranteeing fairness and confidence in the quality offered to new tenants. This removes historic variations between former district councils and ensures every tenant receives a home that meets agreed standards.
- **Support Long-Term Sustainability:** Void works will incorporate energy efficiency upgrades and durable materials to reduce future maintenance needs and support net zero targets. This approach improves affordability for tenants, reduces carbon emissions, and protects the Housing Revenue Account from compounded pressure in the future.

A summary of the work and decisions taken by the Council to date

North Yorkshire Council has taken significant steps to improve the management of void properties and raise the standard of homes offered to tenants.

Lettable Standard

As detailed above, in June 2025, the Council adopted a harmonised lettable standard following extensive tenant engagement and scrutiny, introducing key enhancements such as a minimum EPC rating of C, removal of asbestos, neutral decoration, and flooring in kitchens and bathrooms.

To support delivery, the category-based approach to void management was implemented, with properties assessed as Category 1 (minor works), Category 2 (major works), or Category 3 (major-plus works), each with defined turnaround targets.

Contract Review

Recognising the need for greater capacity, the Council ended or did not review legacy contracts which no longer met required specifications and mobilised new arrangements, including the Construction DPS launched in November 2025 and the Align Retrofit Framework activated in September 2025, appointing seven additional contractors.

Operational Oversight and Monitoring

To maintain quality and timescales, the Council has introduced additional contract supervisors and support roles, ensuring closer oversight of works. Weekly progress checks are carried out against the target of 20 properties per week returned to allocations, with performance monitored via the Housing Improvement Board. Reporting has also been enhanced to track turnaround times, rent loss, and tenant satisfaction, providing greater transparency and accountability.

Investment in Energy Efficiency

Alongside this, significant investment has been committed to energy efficiency, with £1.77m secured through the Social Housing Decarbonisation Fund to upgrade 150 homes and a £20m retrofit programme mobilised to improve 1,664 homes by June 2028.

Stock Condition Programme

The Housing Standards Team have a target to complete 100% of stock condition surveys by September 2026, followed by implementation of a five-year rolling programme of surveys. This will improve awareness of investment requirements and enable proactive planning to reduce delays and prevent properties from falling into major works categories.

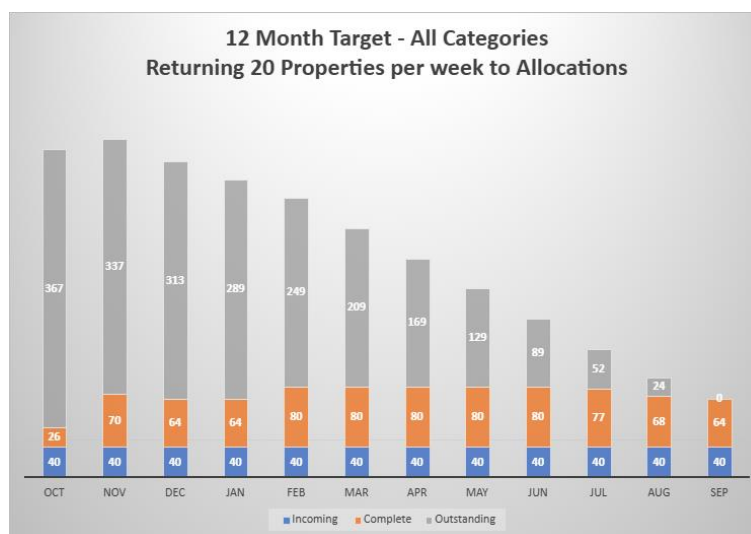
Roadmap for Improvement

North Yorkshire Council aims to reduce the proportion of empty properties to a sustainable level while maintaining high standards of safety, quality, and energy efficiency. A reasonable operating target has been set at 2.5% of total stock, which equates to approximately 210 properties. This target reflects the balance between minimising rent loss and ensuring homes meet the harmonised lettable standard before allocation.

Reducing the Backlog (short term measures)

The average turnaround time for void properties has increased in recent months, reflecting the scale of works required to meet the new Lettable Standard. While this figure is currently elevated, it is expected to stabilise as new processes and contractor frameworks become embedded.

The graph below illustrates the projected reduction in void properties over the next 12 months as short-term measures take effect. The initial months show a slower rate of improvement due to the scale of works required. However, as additional contractor capacity, category-based scheduling, and improved oversight become embedded, the trend demonstrates a steady decline in backlog. By Month 6, the impact of these measures is expected to accelerate progress, with turnaround times stabilising and more properties returned to allocation. The forecast for Month 12 aligns with our operating target of 2.5% of total stock, reflecting a balanced approach.



Improving Void Management (Longer Term)

Improving void management for the longer term involves a strategic approach that builds on the **proactive maintenance**, and **efficient processes** which are being established and aligns with our Asset Management Strategy, improving **data use and digital innovation**, and a focus on **tenant satisfaction and engagement**.

Data Use and Digital Innovation

Implementing predictive analytics can help forecast demand and prioritise works. Using data available from our Stock Condition Survey and Retrofit programmes as well as works orders raised through voids works we can start to predict incoming void works and categorisations.

Digital Inspections and Dynamic Scheduling

The introduction of mobile-enabled survey tools and dynamic scheduling systems will streamline void inspections and contractor allocation. This approach reduces delays, improves resource utilisation, and ensures properties are prepared for letting as quickly as possible without compromising quality.

Internet of Things (IoT) Sensors and Smart Monitoring

Environmental sensors will be deployed to monitor temperature, humidity, and occupancy, enabling early detection of abandonment, damp, or property misuse. These insights allow proactive intervention before a property becomes void, supporting compliance with Awaab's Law and improving tenant safety.

Cloud-Based Survey Software and System Integration

Survey platforms integrated with the Council's asset management system will provide real-time data capture and reporting. This integration supports predictive maintenance, accurate cost forecasting, and improved scheduling, ensuring decisions are evidence-based and aligned with strategic priorities.

Data-Driven Decision Making

Predictive analytics will be used to identify properties at risk of becoming void and forecast turnaround times. This intelligence enables targeted interventions, optimises contractor allocation, and supports long-term planning to reduce rent loss and improve operational efficiency.

Demand-Led Prioritisation

Moving away from a "first-in, first-out" approach, properties will be prioritised based on tenant demand and readiness to let. This demand-led model significantly reduces turnaround times and ensures homes are allocated quickly to those in greatest need.

Tenant Engagement

Engaging tenants before they leave their property is critical to reducing void costs and delays. Supporting tenants at this stage can impact the condition in which homes are handed back, while early access for inspections and planning can improve pre-void planning and scheduling accuracy.

Additionally, engaging incoming tenants early for move-in readiness can reduce the level of vacant homes.

How we will monitor progress

To ensure delivery against our objectives, North Yorkshire Council will monitor performance through a clear set of Key Performance Indicators (KPIs) and structured reporting arrangements. These measures provide transparency, enable benchmarking, and support continuous improvement.

Key Performance Indicators

Average Void Turnaround Time: Tracks the time taken from tenancy termination to property allocation, segmented by category.

Rent Loss Due to Voids: Measures the financial impact of empty properties on the Housing Revenue Account.

Customer Satisfaction (New Tenants): Captures feedback from tenants moving into void properties, focusing on quality, safety, and overall experience.

Decent Homes: The number of homes assessed to be non-decent.

Reporting Framework

Monthly Performance Reporting: Reported to the Executive Management Team (EMT) for operational oversight.

Quarterly Performance Reporting: Shared with the Executive, tenants and scrutiny panels to ensure transparency and accountability.

Quarterly Review Meetings: Held with voids and lettings teams to assess progress, identify issues, and agree corrective actions.

These KPIs will be monitored through Tier 1 and Tier 2 dashboards, enabling real-time visibility of performance and supporting evidence-based decision-making.

Quarterly Revenue and Capital Financial reporting: Shared with the Executive, following review with Directorate Management Team (DMT). Highlighting key budgetary issues including forecast against the approved budget

Quarterly Housing Capital Board: Detailed capital programme review and update, assessment against planned expenditure and future pipeline of works.

Annual Business Plan review and Budget setting: Current and future business plan assumptions reviewed and 30 year business plan reforecast, taking into consideration latest view on investment requirements and the impact of any external influences such as Rent Policy and regulatory requirements. Assumptions within the plan are stress tested and measured against financial performance metrics.

Strategy Review

Progress on performance will be reviewed on a quarterly basis. The overall approach will be reviewed on an annual basis and any amendments to the approach will be discussed at Housing Improvement Board and with the Portfolio Holder.

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

Void Management Strategy

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 to find completed EIAs we also publish them in the Equality and Diversity section of our website. 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	Vicky Young
Names and roles of other people involved in carrying out the EIA	
How will you pay due regard? e.g. working group, individual officer	This overarching EIA has been carried out by the Service Improvement Manager
When did the due regard process start?	October 2025

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

This EIA assesses the proposed Void Management Strategy for North Yorkshire Council. The Strategy sets out a unified framework for managing council-owned housing assets when they become empty. It consolidates existing activity and outlines strategic priorities for compliance, investment, energy efficiency, tenant satisfaction, and service transformation. The EIA evaluates the potential impacts of the Strategy on people with protected characteristics and ensures that void management activity is delivered in a fair, inclusive, and legally compliant way.

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

North Yorkshire Council is undertaking a full transformation of its housing asset management approach following local government reorganisation. The Void Management Strategy is being introduced to establish a consistent and strategic framework that replaces fragmented legacy arrangements. The Council aims to embed statutory compliance, improve housing quality and safety, and support long-term investment planning. The Strategy also contributes to wider corporate priorities, including climate action, digital

transformation, and tenant wellbeing. It is designed to ensure that housing services are delivered in a way that is consistent, transparent, and responsive to the needs of tenants and communities.

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

The Void Management Strategy will introduce a unified approach to managing council-owned housing assets across North Yorkshire. It will consolidate existing programmes and responsibilities into a single framework, supported by integrated systems and governance structures. Internal delivery teams will be strengthened to reduce reliance on external contractors. These changes will improve transparency, consistency, and service quality for tenants, while enabling the Council to respond more effectively to regulatory requirements and operational challenges.

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?)

The development of the Void Management Strategy has been shaped through internal consultation, including input from Housing Standards and Housing Delivery. The strategy brings together other housing plans and policies which have been widely consulted on during 2025. I.e. Lettable Standard and Asset Management Standard.

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

The Void Management Strategy does not introduce new financial commitments beyond those already planned and underway. Instead, it brings together existing programmes and activities into a single strategic framework, providing greater clarity, coordination, and oversight of void management.

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		x		From information currently available we can estimate that 51% of our tenants are aged over 60. 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%. This means that our tenant population is significantly more aged than the average population for North Yorkshire and the country.

				<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>Less than 5% of our tenant population are under 29. North Yorkshire has a lower proportion of young people than the national average- 24.5% under 25 compared to 29.2% nationally.</p> <p>The Strategy supports safer, warmer homes with improved energy efficiency, which may particularly benefit older tenants.</p>
Disability		x		<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>The Strategy includes measures to improve accessibility, reduce hazards, and support independent living through adaptations and smart technologies.</p>
Sex	x			<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>The Strategy applies equally to all tenants and does not introduce any barriers based on gender.</p>
Race	x			<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>The Strategy is inclusive and does not introduce any criteria or processes that disadvantage individuals based on race or ethnicity.</p>
Gender reassignment	x			<p>In the 2021 census 1478 (0.28%) of residents across North Yorkshire identified</p>

				<p>themselves as transsexual or with a gender identity different to that registered at birth.</p> <p>The Strategy applies equally to all tenants and does not introduce any barriers based on gender identity.</p>
Sexual orientation	x			<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>The Strategy does not introduce any exclusions or barriers based on sexual orientation.</p>
Religion or belief	x			<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>The Strategy does not introduce any criteria or processes that disadvantage individuals based on religion or belief.</p>
Pregnancy or maternity		x		<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>The Strategy supports safe and decent homes, which is particularly important for households with young children or expectant mothers. Improvements in heating, damp and mould management, and planned maintenance may contribute to healthier living environments. While the Strategy does not introduce targeted measures for this group, the overall enhancements are expected to have a positive impact.</p>
Marriage or civil partnership	x			<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>

				The Strategy applies equally to all tenants and does not introduce any barriers based on relationship status.
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Section 7. How will this proposal affect people who...	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.
..live in a rural area?		x		<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>The Strategy ensures consistent service delivery across dispersed rural housing stock.</p>
...have a low income?		x		<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 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>The Strategy targets fuel poverty and energy efficiency, which may benefit low-income households through reduced energy costs and improved living conditions.</p>
...are carers (unpaid family or friend)?	x			<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>The Strategy does not introduce any barriers for carers and may improve housing conditions for those supporting vulnerable residents.</p>

..... are from the Armed Forces Community	x			<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>The Strategy applies equally to all tenants, including veterans and service families, and does not introduce any exclusions or barriers.</p>
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Section 8. Geographic impact – Please detail where the impact will be (please tick all that apply)

North Yorkshire wide	
Craven	
Hambleton	
Harrogate	x
Richmondshire	x
Ryedale	
Scarborough	
Selby	x

If you have ticked one or more areas, will specific town(s)/village(s) be particularly impacted? If so, please specify below.

These areas contain the highest concentrations of council-owned homes. As new housing is developed or acquired in other parts of the county, the Strategy will ensure consistent and equitable void management across all localities. As North Yorkshire Council continues to expand its housing provision across the county, the Strategy will ensure a consistent and equitable approach in any new areas where council housing is developed or acquired.

Section 9. Will the proposal affect anyone more because of a combination of protected characteristics? (e.g. 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.

There is no current evidence to suggest that the Strategy will disproportionately affect individuals due to a combination of protected characteristics. The Strategy is designed to be inclusive and responsive to diverse tenant needs.

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)	Tick option chosen
1. No adverse impact - no major change needed to the proposal. There is no potential for discrimination or adverse impact identified.	x
2. Adverse impact - adjust the proposal - 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.	
3. Adverse impact - continue the proposal - 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)	
4. Actual or potential unlawful discrimination - stop and remove the proposal – The EIA identifies actual or potential unlawful discrimination. It must be stopped.	
Explanation of why option has been chosen. (Include any advice given by Legal Services.)	
The Strategy consolidates existing activity and introduces improvements that are inclusive and beneficial to all tenants. No adverse impacts have been identified. Reasonable adjustments will be made where needed.	

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?)
The Strategy will be monitored through: <ul style="list-style-type: none"> • Tenant Satisfaction Measures (TSMs) • Complaints and feedback analysis • Compliance audits and performance dashboards • Governance structures including the Housing Improvement Board and Tenant Scrutiny Panel Adjustments will be made if unintended impacts are identified.

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
Monitor tenant feedback and complaints for equality-related issues.	Service Improvement Team	Ongoing		
Review TSMs for disparities across protected characteristics	Housing Management / Service Improvement Team	Ongoing		

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.

The Asset Management Strategy provides a unified, inclusive, and forward-looking framework for managing council-owned housing assets. It consolidates existing programmes and introduces improvements that support compliance, energy efficiency, tenant satisfaction, and service resilience. No adverse impacts have been identified for people with protected characteristics. The Strategy is recommended for implementation with ongoing monitoring to ensure it remains fair, inclusive, and responsive to tenant needs.

Section 14. Sign off section

This full EIA was completed by:

Name: Vicky Young

Job title: Service Improvement Manager

Directorate: Community Development

Signature: Vicky Young

Completion date: 16 December

Authorised by relevant Assistant Director (signature): A Rowe

Date: 2 January 2026

Initial Climate Change Impact Assessment (Form created August 2021)

The intention of this document is to help the council to gain an initial understanding of the impact of a project or decision on the environment. This document should be completed in consultation with the supporting guidance. Dependent on this initial assessment you may need to go on to complete a full Climate Change Impact Assessment. The final document will be published as part of the decision-making process.

If you have any additional queries, which are not covered by the guidance please email climatechange@northyorks.gov.uk

Title of proposal	Void Management Strategy
Brief description of proposal	The Void Management Strategy sets out North Yorkshire Council's unified approach to managing its housing assets as they become empty. It consolidates existing programmes and delivery models to ensure homes are safe, decent, and sustainable. The Strategy includes commitments implementing the Lettable Standard, reducing the backlog of empty homes requiring works and taking a pro-active approach to future void management.
Directorate	Community Development
Service area	Housing
Lead officer	Vicky Young – Service Improvement Manager
Names and roles of other people involved in carrying out the impact assessment	

The chart below contains the main environmental factors to consider in your initial assessment – choose the appropriate option from the drop-down list for each one.

Remember to think about the following;

- Travel
- Construction
- Data storage
- Use of buildings
- Change of land use
- Opportunities for recycling and reuse

Environmental factor to consider	For the council	For the county	Overall
Greenhouse gas emissions	No effect on emissions	No Effect on emissions	No effect on emissions
Waste	No effect on waste	No effect on waste	No effect on waste
Water use	No effect on water usage	No effect on water usage	No effect on water usage
Pollution (air, land, water, noise, light)	No effect on pollution	No effect on pollution	No effect on pollution
Resilience to adverse weather/climate events (flooding, drought etc)	No effect on resilience	No effect on resilience	No effect on resilience
Ecological effects (biodiversity, loss of habitat etc)	No effect on ecology	No effect on ecology	No effect on ecology
Heritage and landscape	No effect on heritage and landscape	No effect on heritage and landscape	No effect on heritage and landscape

If any of these factors are likely to result in a negative or positive environmental impact then a full climate change impact assessment will be required. It is important that we capture information about both positive and negative impacts to aid the council in calculating its carbon footprint and environmental impact.

Decision (Please tick one option)	Full CCIA not relevant or proportionate:	x	Continue to full CCIA:	
Reason for decision	<p>The Void Management Strategy consolidates and formalises existing housing programmes and operational practices that are already underway. It does not introduce new construction, land use changes, or service models that would materially alter the Council’s environmental impact. While the Strategy supports energy efficiency and climate resilience, these activities are embedded within current delivery and capital programmes. As such, all environmental factors are assessed as having no effect, and a full Climate Change Impact Assessment is not considered proportionate.</p>			
Signed (Assistant Director or equivalent)	Andrew Rowe			
Date	16 th December 2026			

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