

CABINET MEMBER FOR SAFE AND ATTRACTIVE NEIGHBOURHOODS

**Venue: Town Hall, Moorgate
Street, Rotherham. S60
2TH**

Date: Monday, 12th January, 2015

Time: 10.00 a.m.

A G E N D A

1. To determine if the following matters are to be considered under the categories suggested, in accordance with the Local Government Act 1972 (as amended March 2006).
2. To determine any item which the Chairman is of the opinion should be considered later in the agenda as a matter of urgency.
3. Apologies for absence
4. Declarations of Interest.
5. Minutes of the previous meetings held on (i) 1st December, 2014 and (ii) 8th December, 2014 (Pages 1 - 13)
6. Minutes of a meeting of the RMBC Transport Liaison Group held on 3rd December, 2014 (Pages 14 - 20)
7. Draft Council Housing Tenancy Agreement (Pages 21 - 74)
8. Local Sustainable Transport Fund 2 (Pages 75 - 80)
9. Report results of investigation into Petition regarding speed and volume of traffic along A631 Maltby. (Pages 81 - 83)
10. Exclusion of the press and public

The following items are likely to be considered in the absence of the press and public as being exempt under Paragraph 3 of Part 1 of Schedule 12A to the Local Government Act 1972 (Information relating to the financial or business affairs of any particular person, including the local authority).
11. Council Housing - Contract for Floor Coverings (Pages 84 - 86)

12. Housing Rent Increase 2015-2016. (Pages 87 - 92)

13. District Heating Scheme Charges 2015-16 (Pages 93 - 96)

14. Date and time of next meeting: -

- Monday 2nd February, 2015, to start at 10.00 a.m. in the Rotherham Town Hall.

CABINET MEMBER FOR SAFE AND ATTRACTIVE NEIGHBOURHOODS
1st December, 2014

Present:- Councillor Godfrey (in the Chair); Councillors N. Hamilton and Wallis.

69. DECLARATIONS OF INTEREST

There were no Declarations of Interest made at this meeting.

70. MINUTES OF THE PREVIOUS MEETING HELD ON 3RD NOVEMBER, 2014.

The minutes of the previous meeting of the Cabinet Member for Safe and Attractive Neighbourhoods held on 3rd November, 2014, were considered.

Resolved:- That the minutes of the previous meeting be agreed as an accurate record.

71. RECEIPT OF PETITION.

The petition containing 40 signatures relating to the volume and speed of traffic on the A631 through Maltby was noted.

Resolved: - (1) That the petition be received and forwarded on to Officers in the Environment and Development Services Directorate to investigate the matters raised.

(2) That a follow-up report be presented to the Cabinet Member for Safe and Attractive Neighbourhoods in due course.

72. RECEIPT OF TENDERS.

The action of the Cabinet Member for Safe and Attractive Neighbourhoods in opening two tenders in relation to the former District Office and Library, Rawmarsh Hill, and land off Browning Road, Herringthorpe on 18th November, 2014, was noted.

Resolved: - That the opening of the two tenders be noted.

73. PETITION - EAST DENE PARK, PARK ROAD, EAST DENE, ROTHERHAM.

Consideration was given to a report, presented by the Housing Options Manager (Housing and Neighbourhoods, Neighbourhood and Adult Services Directorate), stating that an e-petition signed by two people had been received from residents of East Dene, raising concerns about the levels of anti-social behaviour and vandalism in East Dene Park at Park Road, East Dene. A copy of the petition was appended to the report. Members noted that the petition had been acknowledged and that officers

2J CABINET MEMBER FOR SAFE AND ATTRACTIVE NEIGHBOURHOODS - 01/12/14

had had discussions with the lead petitioner in respect of the issues raised. The report contained a detailed explanation of the action being taken to address those various issues.

The submitted report also outlined the historic and subsequent actions taken in the area. The petition had raised issues around glass smashing, general noise and drug use. Since its receipt, assurances had been provided to local residents regarding CCTV and tidying-up; The Walk was litter picked on a weekly basis. The St. James Community Group was also keen to litter-pick and an application for a £250 grant from Rother Fed had been made in support of this.

The Safer Neighbourhood Team would retain the issue on their agenda as a watching brief and continuing contact with the Crime and Anti-Social Behaviour Manager, an evaluation of the CCTV camera on site would continue.

Resolved:- (1) That the report be received and its contents noted.

(2) That the details of the e-petition be noted.

(3) That the action taken in response to the issues raised within the petition, as detailed in the report now submitted, be noted.

74. HOUSING INVESTMENT PROGRAMME 2014/15 BUDGET VIREMENTS.

Consideration was given to the report presented by the Finance Manager (Financial Services, Resources Directorate) that set out proposed budget virements within the Housing Investment Programme for 2014/2015.

Virements requested in relation to the budget headings that showed the budget and revised budget: -

- Other capital works - £1, 901 increase;
- Environmental works - £106, 901 increase;
- Empty Homes - £200, 000 decrease;
- Electrical board and bond - £30, 000 decrease;
- Asbestos removal and testing - £90, 000 decrease;
- Boundary wall treatments - £40, 000 increase;
- Community centre improvements - £200, 000 increase;
- External insulation (EPC Improvements) - £25, 000 reduction;
- Community centre improvements – creation of a new budget of £100, 000 with regards to the lighting and fire-equipment within the centres;
- Canklow phase one and two - £339, 649 reduction.

Questions were asked on the proposed virement of funds: -

- There were two references to community centre improvements, were the works referred to separate? – Yes, the two budget headings represented different work projects;
- Further information was requested on the Council's strategic acquisition policy.

Resolved: - That the virements as set out in the submitted report and appendix one be approved in relation the Housing Investment Programme, 2014/2015.

75. TOWN CENTRE SEQUENTIAL AND IMPACT TESTS: GOOD PRACTICE GUIDANCE.

Consideration was given to a report, presented by the Senior Planning Officer, providing a brief summary of the Town Centre Sequential and Impact Tests: Good Practice Guidance. The report stated that this document was intended to provide additional guidance to policies in the adopted Local Plan Core Strategy, where sequential and impact tests are required for planning applications for main town centre uses.

Members were informed that Core Strategy Policy CS12 established the retail centre hierarchy within Rotherham. This Policy also provided the more detailed guidance for applying sequential and impact tests, including the local threshold for undertaking the impact test. The full guidance document was appended to the submitted report and comprised various sections which addressed these issues:-

- When a sequential or impact test is required;
- Agreeing the scope of the assessment;
- Carrying out a sequential test,
- Carrying out an impact test;
- How the assessments will inform planning decisions.

The Good Practice Guidance was intended to ensure that applicants for planning permission receive consistent advice regarding sequential and impact test assessments. It would also clearly establish the Council's expectations and provides a document which could be a material consideration when making planning decisions.

The Cabinet Member welcomed the document that provided advice and guidance to individual applicants and / or their agents.

Questions were asked on: -

- Did the Planning Service have the capacity to support assessment of the applications;
- Was the guidance accessible for lay-people?;
- The Protection of the Town Centre Policy and the impact on other areas;
- Guidance to streamline the process and ensure that applications

4J CABINET MEMBER FOR SAFE AND ATTRACTIVE NEIGHBOURHOODS - 01/12/14

were submitted correctly the first time.

Resolved:- (1) That the report be received and its contents noted.

(2) That the contents of the submitted report and the preparation of robust Good Practice Guidance, to guide the preparation and decision-making of future planning applications and setting out clear requirements for applicants when submitting their proposals, be noted.

(3) That the publication of the Good Practice Guidance, as a material consideration in the determination of planning applications, be supported.

76. AMENDMENTS TO PEDESTRIANISATION ORDERS - WHINNEY HILL DALTON.

Consideration was given to a report, presented by the Senior Traffic Engineer (Transportation and Highways Design, Environment and Development Services Directorate), concerning a proposal to revoke the existing pedestrianisation orders on parts of roads at Whinney Hill, Dalton, to create an all-purpose highway which will form part of a proposed new road layout for a new development in this part of Dalton.

It was noted that there would be no cost to the Council as the developer had already committed to fund costs regardless of whether the development went ahead, or not.

Resolved:- (1) That the report be received and its contents noted.

(2) That an application be made to the Department for Transport for permission to revoke the current pedestrianisation order made under the provisions of Town and Country Planning legislation, for the areas of roads at Whinney Hill, Dalton and shown on the submitted drawing number 126/17/TT303.

77. RAVENFIELD PRIMARY SCHOOL, MOOR LANE NORTH - PROPOSED TRIAL OF A PART-TIME 20MPH SPEED LIMIT.

Consideration was given to a report, presented by the Senior Traffic Engineer (Transportation and Highways Design, Environment and Development Services Directorate), concerning a proposal to trial an advisory part-time 20 mph speed limit outside Ravenfield Primary School at Moor Lane North, Ravenfield. The report stated that this proposal was the product of recent discussions between Council Officers and John Healey MP about concerns being expressed by the parents of children who attended Ravenfield Primary School and staff members, in relation to the speed of vehicles along Moor Lane North during pupil arrival and leaving times. Moor Lane North was currently subject to a 40mph speed limit. Members noted that a petition about vehicle speeds near to this Primary School may also be presented to the Council and, as such, will be the subject of a separate report to the Cabinet Member.

It was proposed that new signing on both approaches to Ravenfield Primary School be installed, indicating a maximum speed of 20 mph when lights show. This speed limit would be of an advisory nature and will not require a Traffic Regulation Order to be processed prior to implementation, allowing the measures to be installed within a relatively short timescale. Details of the approximate location of the proposed signs, together with an example of the permitted signing, were shown on drawing number 126/46/TT101 appended to the report.

Discussion followed and it was noted that a speed trial would be taken before and after the programme had been implemented and the outcomes would be used to inform future scheme. The scheme would cost approximately £3,500 and would be financed from the Council's 2014/2015 Capital Programme.

Questions were asked on: -

- Was the proposed scheme based on strong evidence that excessive speeds or accidents were an issue in the local area, or the anecdotal reports of local stakeholders?;
- Did the scheme offer value for money?

Resolved:- (1) That the report be received and its contents noted.

(2) That approval be granted for the detailed design to be carried out for an advisory part-time 20 mph speed limit outside Ravenfield Primary School at Moor Lane North, Ravenfield and, subject to no objections being received, for the scheme to be implemented as a trial.

(3) That the scheme be funded from the Council's 2014/15 Capital Programme for converting existing traffic calmed areas to 20 mph.

(4) That, after an initial six months of operation, the effectiveness of the advisory part-time 20 mph speed limit at Moor Lane North, Ravenfield be reviewed in order to inform the potential further use of this type of road safety scheme.

78. PROPOSED 'NO WAITING AT ANY TIME' - FITZWILLIAM STREET, FESTIVAL ROAD, STUMP CROSS ROAD, CROSS STREET & FITZWILLIAM AVENUE, WATH UPON DEARNE.

Consideration was given to a report, presented by the Senior Traffic Engineer (Transportation and Highways Design, Environment and Development Services Directorate), concerning the objections received by the Council to the proposed introduction of 'No Waiting at Any Time' restrictions on Fitzwilliam Street, Festival Road, Stump Cross Road, Cross Street and Fitzwilliam Avenue, Wath upon Dearne.

The report stated that the proposed introduction of 'No Waiting at Any

6J CABINET MEMBER FOR SAFE AND ATTRACTIVE NEIGHBOURHOODS - 01/12/14

Time' restrictions around the junctions of these various roads in Wath upon Dearne was in response to a significant number of complaints about parking around the junctions during school drop-off and pick-up times. A request had also been received from South Yorkshire Police, via the Wentworth North Safer Neighbourhood Team. Parking at these locations had caused obstruction to driveways and footways, thereby causing pedestrians to be diverted from their desired line of travel and walk into the carriageway. This had seriously reduced visibility at the road junctions.

Members were informed that, after the advertisement of the proposed Traffic Regulation Order (May 2014) and consultation with stakeholders, six objections have been received by the Council to the originally proposed parking restrictions. As a consequence, some amendments were made and the revised proposal was shown on drawing number 126/18/TT599 (appendix 2a submitted to this meeting).

Resolved:- (1) That the report be received and its contents noted.

(2) That the objections to the proposed scheme, as now reported, be not acceded to.

(3) That the objectors be informed of the decision and the reasons why.

(4) That the Director of Legal and Democratic Services make the proposed Traffic Regulation Order, as advertised, for the introduction of 'No Waiting at Any Time' restrictions on Fitzwilliam Street, Festival Road, Stump Cross Road, Cross Street and Fitzwilliam Avenue, Wath upon Dearne, as shown on drawing number 126/18/TT599 (appendix 2a to the report) now submitted.

79. PROPOSED ' NO WAITING AT ANY TIME' AND' LIMITED TIME WAITING' RESTRICTIONS, WORRYGOOSE LANE, RERESBY DRIVE & LATHE ROAD, WHISTON.

Further to Minute No. 6 of the meeting of the Cabinet Member and Advisers for Regeneration and Development Services held on 19th May, 2008, consideration was given to a report, presented by the Senior Traffic Engineer (Transportation and Highways Design, Environment and Development Services Directorate), concerning the objections received by the Council to the proposed introduction of 'No Waiting at Any Time' and 'Limited Time waiting' restrictions on Worrygoose Lane, Reresby Drive and Lathe Road, Whiston. The report described the various parking issues in this area, including:-

: the use of a time limited waiting bay in the lay-by adjacent to the shops at Worrygoose Lane;

: complaints received from local residents about the number of vehicles parking on the junctions of Worrygoose Lane/Reresby Drive and

Worrygoose Lane/Lathe Road; vehicle parking at these locations has caused obstruction to driveways and footways and has also seriously reduced visibility at the junctions;

: the proposal to introduce 'No Waiting at Any Time' restrictions (double yellow lines) on both sides of the junction of Worrygoose Lane/Reresby Drive to a minimum distance of ten metres and 'Time Limited Waiting' restrictions (single yellow line) Monday to Friday, 8am to 6pm, extending from Worrygoose Lane into Lathe Road by approximately 70 metres (these proposed waiting restrictions were shown on drawing number 126/18/TT473, appended to the report).

The report detailed the two objections to and the three letters of support for the proposed scheme of parking restrictions.

Resolved:- (1) That the report be received and its contents noted.

(2) That the objections to the proposed scheme, as now reported, be not acceded to.

(3) That the objectors be informed of the decision and the reasons why.

(4) That the letters of support for the scheme be noted.

(5) That the Director of Legal and Democratic Services make the proposed Traffic Regulation Order, as advertised, for the introduction of 'No Waiting at Any Time' and 'Limited Time waiting' restrictions on Worrygoose Lane, Reresby Drive and Lathe Road, Whiston, as shown on drawing number 126/18/TT473 now submitted.

(6) That monitoring be undertaken when the scheme had been implemented.

80. EXEMPTION FROM STANDING ORDERS: - CONSULTANT SUPPORT TO ASSIST THE COUNCIL TO MAKE A FUNDING APPLICATION TO SHEFFIELD CITY REGION INVESTMENT FUND FOR THE WAVERLEY LINK ROAD.

Further to Minute No. G118 of the meeting of the Cabinet Member and Advisers for Regeneration and Environment held on 4th April, 2011, consideration was given to a report, presented by the Senior Engineer, seeking an exemption to the Council's Standing Orders to facilitate the commissioning of Systra to assist this Council in making an application to the Sheffield City Region Infrastructure Fund (SCRIF) in respect of the Waverley Link Road scheme. The report stated that the Waverley Link Road scheme had been identified by the Sheffield City Region Local Transport Body as one of two priority schemes, within the Rotherham Borough area, which may have the largest impact on jobs and the economy in the Sheffield City Region.

8J CABINET MEMBER FOR SAFE AND ATTRACTIVE NEIGHBOURHOODS - 01/12/14

Members were informed that Systra (formerly MVA Consultancy Ltd) currently hosted the Multi-Modal Transport Model and until a decision was made on the future of the Framework Contract for Multi-Modal Transport Modelling, were the only organisation which could currently operate and interrogate this model. The requirements of the SCRIF Infrastructure Fund necessitated the Council making a full business case application for the Waverley Link Road scheme.

Resolved:- (1) That the report be received and its contents noted.

(2) That, for the reasons detailed in the report now submitted, approval be granted for an exemption from Standing Order 47.6.3 (requirement for contracts valued at less than £50,000) and Systra shall be commissioned to support the Council in making an application to the Sheffield City Region Investment Fund for funding in respect of the Waverley Link Road scheme.

81. EXEMPTION FROM STANDING ORDERS - MAINTENANCE CONTRACT FOR BUCHANAN COMPUTING ACCSMAP SOFTWARE.

Consideration was given to a report, presented by the Senior Engineer, seeking an exemption to the Council's Standing Orders to facilitate the award of the maintenance contract for the Accsmap software. The report stated that Accsmap software was a map-based road collision analysis and database system used to identify road safety problems and generate remedial road safety engineering schemes and road safety education initiatives. The software was also used by the other South Yorkshire local authorities, South Yorkshire Safety Cameras, South Yorkshire Police and the South Yorkshire Local Transport Plan Partnership. The Council hosted the software on behalf of these partners.

Resolved:- (1) That the report be received and its contents noted.

(2) That, for the reasons detailed in the report now submitted, approval be granted for an exemption from Standing Order 47.6.3 (requirements for contracts valued at less than £50,000) and the maintenance contract for the Accsmap computer software shall be awarded to Buchanan Computing for a period of one year commencing on 1st January, 2015.

82. EXEMPTION OF THE PRESS AND THE PUBLIC.

Resolved:- That, under Section 100A(4) of the Local Government Act 1972, the press and public be excluded from the meeting for the following items of business on the grounds that they involve the likely disclosure of exempt information as defined in Paragraphs 3 and 5 of Part 1 of Schedule 12A to the Local Government Act 1972 (information relates to financial or business affairs, including those of the Council and information relating to legal professional privilege).

83. REVIEW OF SUPPORTED TEMPORARY ACCOMMODATION FOR HOMELESS FAMILIES AND YOUNG PEOPLE.

Consideration was given to a report, presented by the Housing Options Manager, concerning the review of supported temporary accommodation for homeless households being undertaken as part of the Council's Homelessness Strategy 2014 to 2018. The report contained a proposal for a review of the number of properties on lease arrangements used for homeless households and also to change the property types and locality of some of the properties.

In addition, Members were informed that there was a pool of 25 Council-owned properties, known as "crash pads". These Council properties are managed by the Housing Options team. The report outlined a proposal to dispose of properties to achieve a saving for the Supporting People budget.

Resolved:- (1) That a decision be deferred until further information was available on the financial options of each proposal.

(2) That the portfolio of 36 dispersed properties be reduced by ten units to be managed and supported by the SYHA, and renew the leases for the remaining 26.

(3) That the current "crash pad" provision of 25 units be retained.

84. PROPERTY SEARCHES LITIGATION.

Further to Minute No. 238 of the meeting of the Cabinet held on 9th April, 2014, consideration was given to a report, presented by the Legal Service Manager (Commercial and Governance) that contained an update in respect of the litigation brought by Property Search Companies against the Council, (in common with all other local authorities) and recommending settlement of the second part of the litigation on terms proposed nationally. The report detailed the involvement of the Local Government Association in this matter, as well as the receipt of Counsel's advice.

Resolved:- (1) That the report be received and its contents noted.

(2) That it be noted that the property searches litigation matter has now reached a conclusion.

(3) That the terms of the proposed settlement in respect of the second set of claims, brought by APPS Claimants, as detailed in the report now submitted, be agreed.

(4) That the Director of Legal and Democratic Services be authorised to complete the necessary documentation in respect of the proposed settlement of this matter.

85. DATE AND TIME OF NEXT MEETINGS: -

Resolved: - That the next meeting of the Cabinet Member for Safe and Attractive Neighbourhoods take place on Monday 8th December, 2014, to start at 10.00 a.m. in the Rotherham Town Hall.

CABINET MEMBER FOR SAFE AND ATTRACTIVE NEIGHBOURHOODS
Monday, 8th December, 2014

Present:- Councillor Godfrey (in the Chair); Councillors N. Hamilton and Wallis.

86. LOCAL PLAN - ANNUAL MONITORING REPORT 2014

Consideration was given to a report, presented by the Senior Research and Spatial Analysis Officer stating that the draft Local Plan Annual Monitoring Report 2014 is now ready for general publication, although the submission of the document to central Government is no longer required.

The Annual Monitoring Report is intended to cover progress in achieving the programme published in the Local Development Scheme, together with the monitoring of performance in implementing the policies supporting Rotherham's strategy for spatial development as well as the findings of Sustainability Appraisal monitoring. Annual Monitoring Reports are required to cover the financial year preceding December publication - this tenth Report covers the period 1st April 2013 to 31st March 2014. It sets out a monitoring framework which is evolving incrementally as the first round of planning documents and policies are prepared and additional ones are brought forward in the future.

There have been some significant changes from earlier years' Reports, as the requirement for reporting on regional and national indicators has been changed or removed completely (although a few core indicators do remain). The indicators are now aligned with local priorities and the core policies of the Core Strategy under seven broad themes (referred to in the report). For all the indicators measuring the strategic themes and policies contained in the Core Strategy, the performance over the year showed that:-

- 22 indicators have improved;
- 19 indicators have shown no significant change from the baseline or updated data is unavailable; and
- 13 indicators have declined or are not on target.

Reference was made to a number of key projects which, due to their large scale and potential impact, are mentioned in more detail within the Annual Monitoring Report (eg: Waverley development; Rotherham town centre).

Resolved:- (1) That the report be received and its contents noted.

(2) That the publication of the Local Plan Annual Monitoring Report 2014, as now submitted, be approved.

87. EXCLUSION OF THE PRESS AND PUBLIC

Resolved:- That, under Section 100A(4) of the Local Government Act

2J CABINET MEMBER FOR SAFE AND ATTRACTIVE NEIGHBOURHOODS - 08/12/14

1972, the press and public be excluded from the meeting for the following items of business on the grounds that they involve the likely disclosure of exempt information as defined in Paragraph 3 of Part 1 of Schedule 12A to the Local Government Act 1972 (information relates to financial or business affairs, including those of the Council and is commercially sensitive).

88. COUNCIL HOUSING - DAMP-PROOFING WORKS

Consideration was given to a report, presented by the Procurement Category Manager concerning the tenders received for Damp Proofing Works in this Council's housing stock. Members noted that the expenditure is funded from the Housing Revenue Account. Details of the evaluation process were included within the report. The schedule of rates pricing had been based on the works being undertaken at an average of 515 dwellings per year.

Resolved:- (1) That the report be received and its contents noted.

(2) That the tender submitted by Rentokil (a national company with an established operation locally in Rotherham) for the provision of Damp Proofing Works in this Council's housing stock be accepted, in accordance with the details contained in the report now submitted.

(3) That the contract shall begin on 1st January 2015, for an initial period of two years, with an option to extend the contract annually for two more years ending on 31st December 2018, subject to annual monitoring and satisfactory performance.

89. DISTRICT HEATING - UPGRADING OF PIPEWORK AND INSTALLATION OF NEW RADIATORS

Further to Minute No. 16 of the meeting of the Cabinet Member and Advisers for Safe and Attractive Neighbourhoods held on 16th June 2014, consideration was given to a report, presented by the Commercial Manager concerning the tenders received for the district heating works, as described in the submitted report, which will include the upgrading of the pipework from a one- to a two-pipe system and the fitting of new radiators and thermostatic controls to the district heating properties located at:-

- : Mason Avenue, Aston
- : Mansfield Road, Swallownest
- : Hampstead Green, Kimberworth Park;
- : Vale Road, Thrybergh

Details of the evaluation process were included within the report. The invitation to tender for these works had been offered via the ENorth Framework, an EU compliant agreement which is open for local authorities to access. The works would be funded from the capital programme element of the Housing Revenue Account.

Resolved:- (1) That the report be received and its contents noted.

(2) That the tender submitted by Denton and Nickels, Doncaster, in the sum of £648,734.81, be accepted for the district heating works to Council properties, in accordance with the details contained in the report now submitted.

(3) That the contract works shall begin during January, 2015 and be substantially completed by 31st March 2015.

RMBC TRANSPORT LIAISON GROUP
Wednesday, 3rd December, 2014

Present:- Councillor Godfrey (in the Chair); The Mayor (Councillor Foden); Councillors Astbury, Atkin, Burton, Cowles, Cutts, J. Hamilton, N. Hamilton, Swift, Whelbourn and Wootton.

Apologies for absence were received from Councillors Ahmed, Beaumont, Hoddinott, Lakin, Sansome and Whysall.

10. MINUTES OF THE PREVIOUS MEETING HELD ON 24TH SEPTEMBER, 2014

Consideration was given to the minutes of the previous meeting of the Transport Liaison Group, held on 24th September, 2014.

Agreed:- That the minutes of the previous meeting be approved as a correct record for signature by the Chairman.

11. MATTERS ARISING FROM THE PREVIOUS MINUTES

(a) With regard to Minute No. 7(1) – it was noted that there was still no viable option in terms of trying to improve the bus service link between Todwick and Dinnington and onwards as far as the Rotherham hospital and into Sheffield.

(b) With regard to Minute No. 7(3) – Members welcomed the return of the Stagecoach services 108 and 109 (Rawmarsh) to the routes which had operated during 2012.

12. NORTHERN RAIL

Further to Minute No. 7(7) of the meeting of the RMBC Transport Liaison group held on 24th September, 2014, Members welcomed Mr. John O'Grady (Client and Stakeholder Manager of Northern Rail) who gave a presentation about the Northern Rail railway franchise.

The presentation highlighted the following salient matters:-

: the Northern Rail company is ten years old;

: Northern Rail operates rail services in the North of England by means of a 10 years' franchise awarded by the Department for Transport (the current franchise expires in February 2016); previously, there had been a direct award to Northern Rail of an extension of an additional two years to the original franchise period;

: Northern Rail is the largest provider of passenger rail services in England (93 million passengers per year, with the pattern of travel being

mainly short commuter journeys); train service performance is at 96% reliability;

: the franchise arrangement from Department for Transport does not allow rail companies to make capital investment for growth of their business, although some investment is permitted, often using funding provided by Local Enterprise Partnerships (LEPs);

: the bidding process for the new franchise, beyond February 2016, will begin soon, although there may ultimately be some alterations to that process, depending upon the outcome of the General Election in May 2015;

: Northern Rail operates 450 railway stations throughout the North of England and, currently, there is a process of installing the new Customer Information Screens at the vast majority of stations;

: the company is placing much more emphasis upon customer service and, earlier in 2014, appointed its first Director of Customer Services;

: the company has embraced modern methods of ticket sales : increased use of Internet sales; the expensive installation of ticket vending machines at railway stations (a vending machine will be installed at the Rotherham Central station in February 2016);

: the offer of reduced fares for off-peak travel is not universally popular; however, the Department for Transport had insisted upon their availability as part of the conditions of the railway franchise;

: Northern Rail actively co-operates with community rail partnerships (eg: the 'Friends of Penistone Line');

: all assets on the railway lines are owned by and are the responsibility of Network Rail (not by the Northern Rail company);

: revenue protection is important to the Company; previously, it was estimated that some 10% of passengers would attempt to travel and avoid paying for a ticket; however, Northern Rail had engaged a sub-contractor to resolve this issue and a more recent estimate is that only some 5.3% of passengers manage to avoid paying the fares for travelling;

: sustainability – Northern Rail has environment-friendly policies (eg: use of recycled water for washing trains and carriages; installation of LED lighting at railway stations);

: Northern Rail provides enhanced train services for specific events (eg: for journeys to the Christmas Market at Lincoln and for spectators watching the Tour de France bicycle race in Yorkshire in July 2014);

: the professionalism of the service is being improved; eg: staff training

and improved focus on customer requirements; improved communications with passengers; conductors enabled to speed up the ticket checking process by the use of smartphones;

: nationally, surveys of rail passengers take place each year in the Spring and Autumn; however, the sample group of 1,200 passengers is considered to be too small; therefore, Northern Rail undertakes its own customer satisfaction surveys, involving 5,000 passengers every quarter; feedback usually refers to the punctuality of trains and passenger experiences of services and waiting times within railway stations;

: passenger satisfaction levels have risen markedly during the past 18 months;

: Northern Rail will make increasing use of social media for communications with the travelling public; much negative feedback from passengers will be quickly published on social media, for example, whenever a train is delayed or cancelled;

: Northern Rail works with the various Passenger Transport Executives in the region to plan the delivery of priorities for the travelling public (eg: improvements to the whole railway station environment);

: important issues in the next six months are : increasing the availability of electrified trains (and some diesel vehicles); responding to the outcome of the recent survey of passengers.

The questions from Members and the subsequent discussion included the following issues:-

- passengers prefer to purchase tickets either via the Internet, or at ticket offices at railway stations; a significant amount of money is still collected from passengers who pay the conductor on the train; this latter proportion of passengers is reducing, although locally in South Yorkshire, paying fares on the train is still a very popular method amongst rail passengers;

- there is a capacity problem on some trains and often there are more passengers than seats on trains (eg: the East Coast mainline); the manufacture of diesel trains no longer occurs in the United Kingdom, nor in many parts of Europe; the Government does not allow any significant investment in services; it is unfortunate that passengers often have to stand when travelling on trains; the railway industry views the HS2 high speed rail project as a necessity;

: some manufacture of trains happens in County Durham (eg: Hitachi Rail Europe);

: the imminent electrification of the railway lines between Liverpool and Manchester (and the use of electrified trains there) will enable better quality, but not new diesel vehicles to be transferred for use elsewhere in

the North of England;

: it is the intention that the aged and shoddy-in-appearance Pacer trains should eventually be removed and replaced with new and/or newer vehicles;

: Northern Rail is a joint venture between the Serco Group plc, the international services company and Abellio, a subsidiary of NS Dutch Railways;

: although the subsidy which Northern Rail receives from central Government is one of the largest in England, in turn, Northern Rail transports the largest number of passengers;

: concerns were expressed about passenger safety on trains and at railway stations; the Government may specify, as part of the new franchise, that there are 'driver-only' trains; rail franchise companies ought to ensure that there are sufficient staff on railways, available to assist passengers at all hours;

: reference was made to the specific and personal assistance provided for visually impaired people who travel by train; it was imperative that such persons should register with the Company in order to benefit from this specific assistance;

: any restriction of the increase in fares would be the product of a decision by central Government;

: it is anticipated that the proposed expansion and improvement of the railway network, during the next decade, will be matched by increases in the number of people travelling by train;

: the integration of rail and bus services is a desirable objective, for the wider benefit of the travelling public; however, the commercial demands of bus and rail operators are acknowledged;

: desirable objectives for the local area are : direct rail links from Rotherham to London; improvements to the Holmes Chord railway line serving the Rotherham Central station.

Mr. O'Grady was thanked for his informative presentation.

13. UPDATES FROM THE TRANSPORT OPERATORS

(1) First Group – service punctuality continues to be affected by various road works, eg: Pool Green crossroads, Centenary Way, Rotherham and also in Hooton Roberts and in Maltby. There are likely to be further delays because of (i) the traffic congestion around Meadowhall during the pre-Christmas shopping period; and (ii) the increased amount of traffic on Centenary Way, Rotherham near to the new Tesco supermarket, which

affects access to and egress from the Transport Interchange. A further round of consultation will take place during 2015, as part of the Rotherham Voluntary Bus Partnership. A Councillor asked for further information about bus services 7, 8 and 22M and the Kimberworth route.

(2) Stagecoach – these services are also affected by the congestion near to the new supermarket at Centenary Way, Rotherham. In January 2015, minor alterations will be made to services 217 and 218, to improve reliability and punctuality. Similarly, the morning peak hours' journeys for services 220, 221 and 221 will be revised. Before the end of January, 2015, the new X20 service will be operating between Barnsley and Doncaster. Travelling across the Deane Valley, this hourly service will have limited stops and therefore achieve faster journey times overall.

(3) South Yorkshire Passenger Transport Executive (SYPTTE) – reference was made to the changes to services affecting most areas of the Rotherham Borough. Passenger numbers, overall, have increased by 1½% during the past twelve months, a figure which represents a significant increase. The SYPTTE website contains the response to the recently-undertaken public consultation exercise, entitled “have your say,” which examined customer priorities in terms of passenger transport provision, the impact of future budget changes, etc. The consultation response will be used to inform the Transport Authority's budget deliberations in February 2015. Discussion took place on the impact of world-wide oil prices on the costs of bus services and the cost of passenger fares. It was acknowledged that there are many factors which affect bus operating costs and the amounts of passenger fares. There was a consensus for the view that larger passenger numbers, overall, would be a principal factor in helping to reduce the cost of fares. A Councillor asked for information about service 73 (serving Rotherham, Canklow, Brinsworth and Treeton) and whether it will be possible to provide increased passenger-carrying capacity during the pre-Christmas period.

(4) Rotherham Community Transport – Members noted that Stephen Hewitson had retired from the Community Transport Service during the Summer 2014 and his successor is Adrian Parkinson. This year is the 25th Anniversary of Rotherham Community Transport and the organisation has won the ‘project category’ award in the Voluntary Action Rotherham's eleventh annual community achievement award scheme. Community transport passenger numbers are increasing throughout South Yorkshire. The Rotherham organisation is working with Rotherfed (tenants' and residents' association) to provide accessible, safe and affordable transport (eg: for shopping excursions) for people who have difficulty using public transport. Staff training will be completed in January 2015, enabling Rotherham Community Transport to achieve accreditation from the Dementia Action Alliance. This is a county-wide scheme in which community transport vehicles will be eligible to display the dementia friendly logo and employees are trained to provide appropriate assistance to dementia sufferers. It was confirmed that the SYPTTE sometimes uses

the Community Transport services to supplement tendered bus services. Community transport services are now provided for the wider community, are not age-dependent and aim to serve people who may be socially and geographically isolated, as well as people who have mobility difficulties. Reference was made to the Department for Transport capital grants scheme for innovative small schemes. Small, not-for-profit groups which hold Section 19 (Transport Act 1985) permits will be eligible to apply for these grants and the Community Transport organisations in South Yorkshire are currently preparing a bid.

(5) Robin Hood Doncaster Sheffield Airport – consideration was given to the minutes of the most recent meeting of the Robin Hood Airport Consultative Committee, held on 16th October, 2014. The contents of these minutes were noted.

14. UPDATES FROM RMBC TRANSPORTATION UNIT

Members received details reported by the Traffic and Transportation Manager concerning the following highways improvement projects, both within the Rotherham Borough area and in the wider region:-

(A) M1 Junction 33 (and A630 Rotherway) – this highway improvement scheme is promoted by the Highways Agency and supported by this Council and by Sheffield City Council and has been very successful. The problem of traffic congestion and lengthy queues, on the approach to the Rotherway roundabout from Canklow, has recently improved because of the opening of a second lane within the A630 carriageway. Some re-phasing of the traffic signals at the Whiston crossroads (A631 West Bawtry Road), programmed to be implemented early in 2015, will assist in improving the vehicle capacity of that highway junction and should also reduce traffic queuing on the A618 Pleasley Road, Whiston.

(B) Pool Green roundabout (Centenary Way/Main Street/Masbrough Street, Rotherham) – the scheme to replace the roundabout with a signal-controlled, crossroads junction has reached its half-way stage, in terms of length of time and is expected to be completed on time in April/May 2015. Every endeavour is being made to minimise traffic disruption.

(C) A630 Centenary Way, Rotherham – there will be some re-phasing of the traffic signals at the junction of Centenary Way, Drummond Street, the Transport Interchange and the access road into the supermarket car park, because of the additional vehicular traffic generated by the recent opening of the new Tesco supermarket. A further road safety audit will be undertaken after completion of these works, by which time the supermarket will have been open for several weeks.

(D) 'Smart' Motorways project (M1 Junction 32 to Junction 35A) – the Highways Agency will begin work on this project in March 2015 and construction works are expected to last 18 months. There will be four lanes of the M1 motorway running at all times, from Junction 32 (the

M1/M18 intersection) as far as Junction 35A (leading to the Stocksbridge bypass). The original proposal for the 60 mph vehicle speed limit on this section of the M1 has been rejected by the Minister for Transport, although the possible use of variable speed limits is still under consideration. The scheme has to ensure that the air quality in this area must not be made worse, especially that affecting the Air Quality Management Area around Tinsley.

(E) Recent announcement (November 2014) by the coalition Government about proposals to improve the transportation links between the major cities in the North of England, which would be subject to the provision of Government funding – the announcement had highlighted a number of initial suggestions for Trans-Pennine highway improvements between Sheffield and Manchester, particularly affecting the A628 Woodhead Pass:-

: A new road to bypass Mottram Moor – an initial prediction that this scheme might be completed as early as 2022 might be considered to be optimistic, as any public inquiry would necessarily cause delays;

: provision of crawler lanes along the A628; eg: eastbound in the direction of Barnsley and Sheffield;

: the construction of an additional, short section of dual carriageway along the A61 at Tankersley (between the Westwood roundabout and M1 Junction 36);

: a feasibility study of the possible construction of a tunnel across the Pennines; this tunnel, if constructed, may become the longest road tunnel in Europe and will be an extremely expensive project.

(F) Tram-Train Rapid Transit scheme (linking Sheffield, Rotherham and Parkgate) - modifications required to the Rotherham Central railway station will include height alterations at the College Road bridge. This scheme may begin during late 2015 and will occur after completion of the Centenary Way/Main Street/Masbrough Street (Pool Green) junction improvement. However, the bridge alterations may require the temporary closure of College Road to facilitate the works.

15. DATE AND TIME OF THE NEXT MEETING

Agreed:- (1) That the next meeting of the RMBC Transport Liaison Group be held at the Town Hall, Rotherham on Wednesday, 18th March, 2015, commencing at 2.00 p.m.

(2) That future meetings of the RMBC Transport Liaison Group take place on:- Wednesday 24th June, 2015 and a Wednesday during September, 2015.

ROTHERHAM BOROUGH COUNCIL – REPORT TO MEMBERS
--

1.	Meeting:-	Cabinet Member for Safe and Attractive Neighbourhoods
2.	Date:-	12th January 2015
3.	Title:-	Draft Council Housing Tenancy Agreement
4.	Directorate:-	NEIGHBOURHOOD & ADULT SERVICES

5. Summary

The purpose of this report is to seek the authority of the Cabinet Member for Safe & Attractive Neighbourhood to consult with all Council Housing tenants on a proposed new tenancy agreement.

6. Recommendations

That Cabinet Member,

- Consider the draft Tenancy Agreement and agree that it can be the subject of consultation with all of the borough's council housing tenants.
- Notes that serving the Preliminary Notice of Variation and Notice of Variation will cost approximately £60,000 however the costs will be met from forecasted savings.

7. Proposals and Details

7.1 Background

The Council, in consultation with its tenants, periodically revises its tenancy agreement to reflect changes in legislation and also adapt the document to reflect changes in lifestyles and aspirations. The Tenancy Agreement was last revised in 2008. The Tenancy Agreement is an important document as it represents the contract between the council and the tenant, setting out the respective rights and responsibilities of each party.

Following the passing of the 2011 Localism Act and associated guidance and secondary legislation that has followed, the Council intends to issue a Draft Tenancy Agreement for consultation with council tenants to reflect the changes it is seeking to make. The revised Tenancy Agreement will provide for existing secure lifetime tenants as well as introductory tenants and fixed term tenancies. Proposed changes are highlighted in Appendix 2.

Under Section 105 of the Housing Act 1985 the Council has a statutory duty to consult with tenants on matter of housing management. This includes the variation of the tenancy agreement.

Section 103 of the Act sets out the procedure that must be followed to vary the Tenancy Agreement, the first step is to serve a Preliminary Notice on all tenants:

- (a) Informing the tenant of our intention to serve a notice of variation
- (b) Specifying the proposed variation and its effect, and
- (c) Inviting the tenant to comment on the proposed variation within such time, specified in the notice, as the landlord considers reasonable;

The Council must properly consider any comments made by the tenants. Failure to take into account any relevant considerations would void the variation. Officers may receive advice on the content of the Tenancy Agreement which may require further minor amendments which will be agreed in consultation with the Cabinet Member for Safe and Attractive Neighbourhoods.

Finally a Notice of Variation must be served on all tenants which must specify, the nature and details of the variation and the date it will take effect. As set out in the report there must be at least 4 weeks between the date the Notice of Variation is served and the date on which the Tenancy Agreement will be varied

After the Notice of Variation has taken effect all Council tenants will be bound by the terms of the new Tenancy Agreement.

The milestone dates for consultation and approval are set out in section 7.3 of this report. The requirements for consultation are governed by legislation and there is a relatively long timescale from issue of a Draft Tenancy Agreement (and associated documents) to final adoption. In this instance, the Council intends to issue the documents in June 2015 with a view to adoption of the final Tenancy Agreement in July 2015.

7.2 Summary of proposed changes in the Tenancy Agreement

The proposed changes to the current Tenancy Agreement are identified in the Preliminary Notice of Variation (Appendix 2)

7.3 Next steps

The next steps for delivering this piece of work are as follows:

	Action	Target Date
Stage 1	Report submitted to Cabinet Member Safe & Attractive Neighbourhoods to approved draft tenancy agreement consultation process	12 th January 2015
Stage 2	Despatch of letter from Director of Housing and Neighbourhood Service; Preliminary Notice of Variation highlighting changes to the Tenancy Agreement that tenants should have regard to; propose new Draft Tenancy Agreement	End January 2015
Stage 3	Eight week consultation period begins	2 nd February 2015
Stage 4	Eight week consultation period ends	30 th March 2015
Stage 5	Consideration of tenants' responses. Any change made to the Draft Agreement at this stage will be made in consultation with the Cabinet Member for Safe and Attractive Neighbourhoods.	30 th March to 13 th April 2015
Stage 6	Final draft of Tenancy Agreement approved by Cabinet	3 rd June 2015
Stage 7	Statutory Variation notice served (4 weeks' notice)	Middle June 2015
Stage 8	Tenants Handbook 'A Guide to Your Home' amended to reflect new Tenancy Agreement'	June 2015
Stage 9	New Tenancy agreement and handbook implemented (four weeks after date of serving Statutory Variation notice)	July 2015

8. Finance

Serving of the Preliminary Notice of Variation and of the Notice of Variation will cost approximately £60,000 (printing and postage costs). This work was not anticipated when preparing the Housing Revenue Account budgets for 2013/14 however the costs will be met from forecasted savings within the Supervision and Management budget.

The costs of producing a new updated tenant handbook and updated tenancy agreement are likely to be operational costs that will be covered by service budgets.

9. Risks and Uncertainties

The key risk areas that will need to be carefully managed are:

To ensure that the timelines described in section 7.3 are adhered to and comments submitted by tenants are fully and demonstrably considered. Where comments are not accepted by the Council, there will need to be reference and justification as to why this is

not the case. This will help ensure that the final Tenancy Agreement document is robust and opportunities for legal challenge are limited.

Ensuring that all tenants receive notice of the proposed changes to ensure any possibility of legal challenge regarding the comprehensiveness of the consultation process is minimised.

Regarding the implementation of the new Tenancy Agreement, there will need to be full and ongoing communication with Elected Members and tenants of the new approach being adopted. Finally, there will need to be sufficient time and resources made available for staff training so that officers are able to work with tenants in understanding their tenancy obligations in line with the new tenancy agreement.

10. Policy and Performance Agenda Implications

This scheme supports Council priority;

- CP4 – Helping people to improve their health and wellbeing and reducing inequalities within the borough

11. Background Papers and Consultation

2011 Localism Act

Appendix 1 – Draft Tenancy Agreement

Appendix 2 - Preliminary Notice of Variation

Appendix 3 – Feedback form

Contact Name:- Lindsey Castle
Housing Projects Coordinator
Ext: 55043
lindsey.castle@rotherham.gov.uk

Rotherham Metropolitan Borough Council

TENANCY AGREEMENT

www.rotherham.gov.uk

DRAFT

Contents

		Page
Definitions		4
Terms and Conditions of your Tenancy		
1.	Living in your Home	6
2.	Rent	6
3.	Repairs and Maintenance	6
4.	Right to Repair	8
5.	Improvements and Alterations	8
6.	Adaptations	9
7.	Planning and Building Applications	9
8.	Nuisance and Anti-Social Behaviour	10
9.	Vehicles	11
10.	Animals	11
11.	Garden	12
12.	Trade or Business	13
13.	Lodgers and Overcrowding	13
14.	Obtaining Written Permission	13
15.	Communal Areas	13
16.	Access	14
17.	Re-Entry	14
18.	Dangerous Materials	14
19.	Keeping and Using Fire Arms	14
20.	Furnishing and Furniture	15
21.	Right to Buy	15
22.	Exchange	15
23.	Transfers	16
24.	Succession	16
25.	Lost Keys	16
26.	Insurance	16
27.	Notices	16
28.	Ending the Tenancy	17
29.	The End of the Tenancy – Your Rights and Obligations	17
30.	Flexible Tenancies - Ending your tenancy during the course of the fixed term – your rights and obligations (Break Clause)	18
31.	Introductory and Secure Tenancies - Ending your tenancy– our rights and obligations	18
32.	Flexible Tenancies - Ending your tenancy during the course of the fixed term – our rights and obligations	18
33.	Flexible Tenancies - Ending your tenancy at the end of the fixed term – our rights and obligations	19
34.	Moving out of the Property	19

Contents continued

Tenancy Agreement		
1.	Legal Contract; <ul style="list-style-type: none"> • Introductory / Flexible Tenancy • Flexible Tenancy • Introductory / Secure Tenancy • Weekly Rent and Additional Rent 	21 25 27 31
2.	Declaration to be signed by all tenants	33
3.	Declaration to be signed by tenants on District Heating schemes	35
4.	Declaration by Guarantor	37
5.	Furnished Tenancy Agreement – Inventory of Contents Ordered	39
6.	Furnished Tenancy Agreement –Supplementary Inventory	41

DRAFT

Definitions

Agents	People or companies who work on our behalf.
Assign	This is transferring or giving another person the tenancy of the property.
Assured tenant	A tenant of a registered social landlord (such as a housing association) who has an assured tenancy.
Customer Contact Centres	Local council offices that are open to the public. You can find them across Rotherham.
Demoted tenancy	A secure tenancy which has reduced rights to those of an introductory tenancy because of a court order. Under certain circumstances we may apply to the court to have a secure tenancy reduced to a demoted tenancy.
District heating and hot water	This is heating and hot water that is supplied through a shared heating system and you are responsible for paying the appropriate costs. See also Service charge.
Employees	Includes any contractor, agent or anyone employed by us.
Flexible tenancy	A tenancy under section 107a of the Housing Act 1985. A flexible tenancy is a secure tenancy that lasts for a fixed period of time.
Garden	Includes lawns, hedges, flowerbeds, trees, shrubs, outside walls and fences.
Introductory tenancy	A tenancy under Part 5 of the Housing Act 1996, which lasts for a trial period of 12 months and may then become a secure tenancy. We can ask the court to end the tenancy if we have given you a notice saying that we intend to do so and you will have less protection than a secure tenant.
Introductory tenant	A tenant of ours who has an introductory tenancy.
Lodger	A person who pays you money to let them live in part of your property and who does not have the same rights as a subtenant.
Neighbours	Your neighbours include: <ul style="list-style-type: none"> • Our other secure and introductory tenants, • Everyone living in the area near your property, including people who own their own homes, and • Housing association tenants
Partner	A husband, wife or someone who lives with you as a husband or wife. 'Partner' also includes a partner of the same sex.
Property	The home you live in, including any garden and associated outhouses but not including shared areas.

Relatives	Parents, children, grandparents, grandchildren, brothers, sisters, uncles, aunts, nieces, step relatives and adopted children.
Secure tenancy	A tenancy under Part 4 of the Housing Act 1985. We can only ask the court to end the tenancy for specific reasons that the law sets out. As a secure tenant, you have more protection than an introductory tenant.
Service charge	This is a charge we make when we provide services for you, such as a laundry or when we clean shared areas. You must pay services charges as part of your tenancy agreement.
Secure tenant	A tenant who has a secure tenancy. An introductory tenant may become a secure tenant after the end of the trial period (12 months).
Shared areas	The parts of the building, which all tenants may use, for example, stairways, entrances, landings, shared gardens, lawns and landscaped areas. These are sometimes called communal areas.
Sublet	Giving another person the right to live in part of the property. (They are called 'subtenant' and may only be made to leave by a court order.)
Vehicle	A car, bus, lorry, motorbike, bike and so on.
We, us, our	Rotherham Metropolitan Borough Council.
Written permission	A letter from us giving you permission to do certain things.
You, your	The tenant and, in the case of joint tenants, one or all of the joint tenants.

Terms and Conditions of your Tenancy

1. Living in your Home

- (a) You must live in the property as your only or main home. If you are a joint tenant, it must be the only or main home of at least one of you. On accepting this tenancy if you own another property anywhere in the world and become a tenant due to some form of need e.g. medical need, you must take steps to sell your own property within 6 months of becoming a tenant. If no steps have been taken to sell your own property you are in breach of your obligations within this agreement.
- (b) You must tell your Area Housing Officer if you are going to be away from your home for more than four weeks. This is so we know you have not moved away permanently.

2. Rent

- (a) Your tenancy is a weekly tenancy which runs from Monday to Sunday. Your tenancy will start on the date indicated on the appropriate agreement type as shown in the Legal Contracts section of this document. The first complete weekly period starts on the date shown on your agreement which is shown in the Legal Contracts section of this document. The weekly rent is due on each Monday, in advance. You owe us rent from the first day of your tenancy. This means that if you started your tenancy on any day other than a Monday, your first rent payment will be due on that first day of your tenancy and is worked out in proportion to the number of days in that week that you will hold your tenancy. The amount of rent for the first week, or part week, of your tenancy will be shown on your tenancy agreement found in the Legal Contracts section of this agreement. The amount of weekly rent after the first week, or part week, is also shown on your tenancy agreement in the Legal Contracts section. You must pay the weekly rent and other charges (additional rent) listed on page 32 of this agreement.
- (b) Joint tenants are equally responsible for all the rent and for any rent arrears.
- (c) We may complete credit searches on existing tenants
- (d) It is your responsibility to apply for Housing Benefit if you think you may be entitled to this. If you are convicted of Housing Benefit Fraud or Council Tax Fraud this is an illegal act and you will be in breach of your tenancy agreement.
- (e) It is your responsibility to inform Housing Benefit of any changes in your circumstances that may affect your entitlement.
- (f) We may alter the rent and other charges on giving you proper warning of our intention (please see Guide to Your Home for details)
- (g) If your property has a Communal Facility and/or Rothercare charge attached to it (as identified upon tenancy sign up), this is a mandatory charge which cannot be removed if you no longer require or use the facilities

3. Repairs and Maintenance

Repairs by you;

- (a) You must keep your home in a clean and good condition and use the fixtures and fittings responsibly.

- (b) You are responsible for small repairs such as;
- replacing plugs and chains to baths, wash hand basins and sink units.
 - replacing broken toilet seats,
 - replacing or repairing the handles on internal doors and cupboards,
 - replacing or repairing broken gate latches, replacing broken glass if caused by you, your visitors or other occupants
 - Undertaking minor repairs and internal decoration of the property – for example filling small cracks in the plaster prior to re-decoration.

If you are vulnerable and require assistance with minor repairs, assuming you have no other options (for example a friend or relative who could assist) your Landlord will seek to offer support by:

- Putting you in touch with an appropriate service provider who will for a nominal charge, or in some case for free, carry out the work that needs to be done

This list is not a full list of all types of small repairs that you may be responsible for.

- (c) You are responsible for decorating the inside of your home and carrying out decorative repairs, this will include superficial plaster cracks (minor cracks that you need to fill before decorating).
- (d) You must immediately report any faults, damage or repairs that are our responsibility. You will be sent a written confirmation saying we have got your request for a repair. If you do not receive this confirmation within 7 days **you must report the repair again.**
- (e) When a Council officer or agent visits to inspect or carry out a repair and you are not in, a calling card will be left. You must telephone the number on the card to arrange an appointment for the inspection or repair. If you do not reply to the card within 3 days, your request for a repair may be abandoned or cancelled and you will need to report the repair again if you want it carried out. If your report indicates that there is an emergency or the fault, if unresolved may lead to further property damage we may use our rights of access under Section 16(c) of this agreement to gain entry to your home.
- (f) If a repair you have reported is not carried out, provided you have given us access to your home, you can follow the procedure set out in Section 4 of this agreement.
- (g) Any costs incurred from your failure to report a repair immediately, such as damage caused to a neighbouring property, will be your responsibility.
- (h) You must not damage, neglect or misuse your home or any of the fixtures and fittings. Any loss or damage caused by deliberate action, accident, neglect or misuse will be your responsibility. We may give you written notice to repair any damage within a reasonable time. If you fail to complete this work, we may enter your home, carry out the repair and recharge the cost of this to you. If you ask us to carry out such a repair you will be charged the cost of this. Action may be taken to repossess your home if you cause any such damage.

Repairs by us;

- (i) We are responsible for repairs that we are by law required to carry out. These are explained more fully in the Guide to Your Home

- (j) The Council will not repair or maintain anything, which you are entitled to remove from the property, or anything, which you have installed (unless the Council has agreed to repair the installation in writing).
- (k) The Council will not repair any unauthorised alterations or improvements that you have made UNLESS the repair is necessary for health and safety reasons. If this happens, you will have to pay for the cost of the repair.
- (l) The Council must carry out your repair within a reasonable time and you must provide access for the work to be done.
- (m) The Council will decorate the exterior of your home, and communal areas, as part of a rolling programme of decoration. You will not be unreasonably refused permission to decorate the exterior of your home yourself.

Outhouses/garages or sheds will not be maintained by us unless they form an integral part of the main property. We will only undertake work as necessary for health and safety reasons and reserve the right to remove outhouses/garages or sheds at any time should they become unsafe.

- (n) The Council must clear up after a repair. The decoration will be left as close as possible to how it was before the work was done.

You have been issued with an asbestos survey and leaflet, 'A Tenant's Guide to Asbestos' which relates to this property;

- (o) Review the information given on Asbestos to be aware of where asbestos maybe located in your home
- (p) Do not scrape, sand, drill, knock holes in or take apart any materials that contain (or which you think may contain) asbestos
- (q) Under no circumstances alter or remove asbestos yourself.
- (r) It is not reasonable or necessary for the Council to remove all asbestos materials from every building. If the asbestos material is in good condition and cannot easily be damaged it is best left alone.

4. Right to Repair

Under this scheme, you may be entitled to ask for a different contractor to carry out the work if it has not been done by the date specified in our service standards. If your repair is still not done you may be entitled to compensation. This provision will only apply to certain eligible repairs. Additional information on the scheme is available in a leaflet from your Area Housing Officer

5. Improvements and Alterations

- (a) If you are a Flexible Tenant you do not have a statutory right to make improvements to our home although we may allow you to carry out certain alterations or improvements to your home but you must first get our written consent. If you are a Secure Tenant we may allow you to carry out certain alterations or improvements to your home but you must first get our written consent.

We will not unreasonably refuse your request but you may also need other permissions (for example planning permission and/or buildings regulations approval).

- (b) You must get permission to carry out the following, or other similar work:
- Decorate the outside of your home.
 - Any structural alteration, improvement, or addition to the building, including the removal or replacement of doors, the construction of door arches or the construction of fireplaces.
 - Any alteration to the internal layout of the property, adding partitions, removal or alteration of non-structural partitions
 - Any change to the fixtures and fittings or additions to the fixtures and fittings of your home including bathroom or kitchen fixtures and fittings and TV aerials, satellite dishes and Citizens Band Radios.
 - Building a garage or shed or other large structure in your garden.
 - Laying a drive and/or car parking space.
 - Laying a patio or path or building a decking area
 - Installing a shower, central heating or gas fire.
 - Artexing ceilings. Please note the artexing of walls is not allowed.
 - Install any CCTV Monitoring cameras or other surveillance equipment
 - Installation of new flooring including laminate flooring.

This list does not state every type of alteration you must get permission to do. Please contact your Area Housing Officer before carrying out any work.

- (c) You must obtain any necessary building regulation approval or planning permission before you start work. This includes consent from our Highways department for the construction of a dropped kerb.
- (d) If you do not get written permission from us for any of the above work, before you start work, you may be required to return the property to how it was before. If you do not we may carry out the work and charge you for it, or we may take action to end your tenancy.
- (e) We are not responsible for the repair or maintenance of installations fitted by you unless this has been agreed in writing.

6. Adaptations

- (a) Any adaptations to your home to meet special needs of yourself or a member of your family are our property and are provided on licence only; examples of adaptations are given in the Guide to Your Home.
- (b) If, in the future, your household no longer requires an adapted property, RMBC has the option of providing you with alternative, unadapted accommodation so the adapted property can be let to household in need.

7. Planning and Building Applications

You must advise your Area Housing Officer of any application for building regulation, planning or licensing purposes that you make if these apply to your home.

8. Nuisance and Anti-Social Behaviour

- (a) You are responsible for the behaviour of every person living in or visiting your home. This includes your children. You are responsible for their behaviour in your home, on surrounding land, in communal areas (stairs, lifts, landings, entrance halls, paving, shared gardens, parking areas) and in the locality around your home.
- (b) You, other residents of your home or your visitors must not behave in a way that causes or is likely to cause a nuisance, annoyance or disturbance to any other person in the locality of your home.

Examples of nuisance, annoyance or disturbance include:

- Playing loud music
 - Having the television too loud
 - Loud arguing and door slamming
 - Carrying out DIY or other noisy household activities late in the evening or during the night
 - Dogs barking
 - Dogs or other pets fouling in gardens, public spaces and streets
 - Offensive drunkenness
 - Selling drugs or possessing drugs
 - Dumping rubbish on non-official 'dump it' sites
 - Playing ball games close to someone else's home and causing them annoyance
 - Off road biking / quads
 - Malicious communications e.g. ASB perpetrated over social media networks
- (c) You, other residents of your home or your visitors must not harass any other person in the locality of your home. Harassment includes:
- Racist behaviour or language that offends other people
 - Using or threatening to use violence, including domestic violence
 - Using abusive or insulting words or behaviour
 - Using animals to threaten, intimidate or harass other people
 - Damaging or threatening to damage another person's home or possessions
 - Writing threatening, abusive or insulting graffiti
 - Doing anything that interferes with the peace, comfort or convenience of other people
 - Hate Crime
- (d) You, other residents of your home or your visitors must not use your home, any communal areas, or the locality, to carry out any illegal activity. 'Illegal' means any activity that the law prohibits and makes a criminal offence. If you or other residents of your home commits a criminal offence (excluding traffic offences – speeding fines) and are found guilty by the courts a breach of tenancy will be issued for illegal activity and may result in seeking repossession of the property.
- (e) You, other residents of your home or your visitors must not cause any damage to our property or write graffiti on our property. You will be charged the cost of repair or replacement.

- (f) You, other residents of your home or your visitors must not interfere with any security and safety equipment in communal blocks, for example by jamming security or fire doors open or letting strangers in without identification.
- (g) You, other residents of your home or your visitors must not be violent or threaten violence against any other person, whether they are living with you or in another property. You must not harass, use mental, emotional, physical or sexual abuse to make anyone who lives with you leave the home. If a person leaves the home because of domestic violence we may take action to end the tenancy.
- (h) You, other residents of your home or your visitors must not use abusive or threatening language or act in a violent, aggressive or abusive manner towards the Council's members, officers or agents.

9. Vehicles

- (a) You, any member of your household, lodger, subtenant, or visitor to your property must not park, or allow anyone else to park, any car, caravan, trailer, motorcycle, lorry or other vehicle on any grass verge, crossover, shared area or paved or grassed area which belongs to us (including the garden areas of your home) unless it is a parking area that we have given you written permission to use. You may be charged the cost of any damage caused if you have breached this clause.
- (b) You, other residents of your home or your visitors must not do major vehicle repairs or park an untaxed or un-roadworthy vehicle on the land around your home, the road, communal parking areas, open plan areas, footpaths or grassed verges. You must not cause annoyance or nuisance to anyone whilst doing vehicle repairs.
- (c) You, other residents of your home or your visitors must not keep mopeds or motorbikes inside your home or in communal areas.
- (d) You, other residents of your home or your visitors must not cause a nuisance when using motor vehicles (including quad bikes).

10. Animals

- (a) If you live in a property with its own private, enclosed garden (ie, you do not share this space with another household) you may keep a cat or a dog without getting our permission, subject to the conditions below. If you wish to keep more than one animal, you will need to request permission.
- (b) You must not keep the following animals at your property:
 - Any dog the Dangerous Dogs Act 1991 applies to.
 - Any animal the Dangerous Wild Animals Act 1976 applies to.
 - Any dangerous animal.
 - Any livestock.
 - Any animal which causes a health and safety risk in the area.
 - Any animal which is not bred to be a domestic pet.
- (c) You must not keep an animal in a property which can be accessed only through a shared entrance unless it is a registered guide dog for the blind or a registered hearing dog for the deaf and you have our permission to keep it.

- (d) Where permission is required, we will not unreasonably refuse permission but will need to consider whether the welfare of any of the following may suffer should permission be granted;
- any person living with you
 - your neighbours
 - any person visiting the property or the locality
 - the animal you wish to keep, or
 - any other animal you already own
- (e) You must ensure any animal at the property is under control so they do not cause a danger, nuisance or annoyance to your neighbours or anyone visiting the property or the locality including our staff, agents or contractors.
- (f) You, your family, or anyone living with you or visiting your home must not do any of the following;
- keep any animal in the property which requires our written permission without first getting that permission
 - keep any animals for commercial breeding purposes
 - allow any animal you keep at the property to foul in your home, your garden or in the shared areas or outside the property (on roads, footpaths or public spaces such as play areas)
- (g) You, other residents of your home, or you visitors must not do or permit anything to be done which encourages wild animals or wild birds onto our property that cause or are likely to cause a danger, nuisance or annoyance to other people, or damage to property
- (h) You must inform us if you bring a pet/dog into the UK and provide evidence that the animal have received the relevant vaccinations (parvovirus and rabies virus).

11. Garden

- (a) You must keep your garden and any garage (if you have one) in a good, tidy and safe condition and free from rubbish and weeds. You must not place/store household items or furniture in your garden or communal areas (e.g. sofas, fridges). If you fail to do this, we may come into your garden and carry out all the necessary work and recharge you for doing this.
- (b) You must not put up, change or demolish a shed, greenhouse or garage or any other structure in your garden or shared areas without our written permission. We will not be responsible for the repair or maintenance of any shed, greenhouse or garage you have erected.
- (c) You are responsible for any trees in your garden however you must ask for permission to prune or cut down any tree in your garden.
- (d) You must not plant any tree or shrub which may cause damage to your or your neighbours' properties.
- (e) You must not alter the boundary of your property without our written permission. This includes hanging or putting up any fence, hedge or boundary wall.
- (f) You must not deposit or allow rubbish to accumulate in your garden.

- (g) You must not erect fences, walls or gates without written permission. We will not be responsible for the repair or maintenance of fences you have erected. We are unlikely to agree to you fencing off garden space if your home is part of a landscaped scheme for older people.
- (h) You must obtain written permission to construct a fishpond, swimming pool, water feature or similar structure in your garden. You may be required to remove any such items at the end of your tenancy at your own expense or be re-charged the cost of our doing this.
- (i) You must not park any caravan, boat or trailer on communal parking areas or on your garden without first getting our permission.

12. Trade or Business

You must not use your home for any trade or business without first obtaining written permission from us.

13. Lodgers and Overcrowding

- (a) You must not take in a lodger without our prior written permission, unless paragraph (b) below applies.
- (b) If you have a Secure or Flexible Tenancy you may take in a lodger provided that this does not make the Property overcrowded.
- (c) You must not allow your home to become overcrowded. 'Overcrowded' above the permitted number as detailed on page 20. If you allow more people to move into your home you are breaching the terms of this agreement.

14. Obtaining Written Permission

When you are required to obtain our permission in this agreement you must send a written request for permission to your Area Housing Officer. Permission will only be given in writing. We will not unreasonably refuse permission and will give our reasons in writing if we do. Any permission may be subject to conditions. If you do not comply with any conditions, this will be a breach of your tenancy agreement.

15. Communal Areas

- (a) You must co-operate with the Council and your neighbours to keep any communal areas clean and free from obstructions. You must not place rugs, carpets, plants, furniture or rubbish in communal areas.
- (b) You must not park mobility scooters in communal areas unless specifically designated for that purpose
- (c) You, other residents of your home, or your visitors must use any communal areas and lifts in a reasonable manner, not causing any nuisance or annoyance to other people.
- (d) You, other residents of your home, or your visitors must not use any communal areas to store items or deposit rubbish.
- (e) You, other residents of your home, or your visitors must not smoke in any enclosed communal areas

16. Access

- (a) You must allow our officers or agents into your home to inspect and carry out servicing, repairs and improvements, to inspect our furniture and furnishings if you have a furnished letting, service equipment and (where necessary) install and/or read heat meters. **You should ask to see some official identification before letting anyone into your home who claims to be there on our behalf.**
- (b) If you do not allow access, you will be given 24 hours written notice of our intention to enter your home. After this time you must allow entry. If you do not let us in we may take legal action to enter your home or end your tenancy, and you may have to pay the cost of this. We may also prosecute you for obstruction
- (c) Our officers or agents may enter your home without giving notice if, in their opinion, entry is necessary because of an emergency. When we need to force our way into your home the local Police will be notified and, when appropriate, a request for assistance will be made.
- (d) You or other residents of your home or your visitors must not use abusive or threatening language or act in a violent, aggressive or abusive manner towards our elected members, officers, agents, or volunteers working on our behalf.
- (e) You are requested that you and any members of your family and visitors do not smoke in the presence of our officers or agents whilst they are having access to your property
- (f) Paragraphs 18(a) to 18(e) apply equally to employees or agents of gas, water and electric companies with supplies serving the dwelling so far as it is needed to allow us to meet our obligation as landowner

17. Re-entry

We may re-enter the property (or any part of the property) at any time after any of the following:

- (a) any rent is unpaid for twenty-one days after becoming payable whether it has been formally demanded or not
- (b) any breach of any condition of this tenancy agreement has occurred
- (c) an act of insolvency on the part of the tenant.

If we re-enter the property (or any part of it) in line with this clause, the tenancy agreement will end immediately without prejudice to any right or remedy of the Council in respect of any breach of the tenancy agreement by the tenant.

18. Dangerous Materials

You must not keep or use any flammable or other dangerous materials in your home or in any communal areas. This includes petrol, paraffin and bottled gas.

19. Keeping and Using Fire Arms

You, and any person living at or visiting the property must not keep any firearm, shotgun, or air rifle in the property without appropriate Firearms or Shotgun certification required by legislation, including the Firearms Act 1968 and not without the consent of RMBC. You must

not keep any firearm, shotgun or air rifle not requiring certification without the consent of RMBC.

You, and any person living at or visiting the property, must not discharge a firearm, shotgun, rifle, air pistol or air rifle in, or in the locality of, the property.

20. Furnishings and Furniture

- (a) If you are taking a furnished property the items listed in the Inventory attached to this agreement belong to us.
- (b) You must keep the items in the inventory in good repair and condition and must pay for the cost of replacement of any item damaged (allowing for fair wear and tear) by you, members of your family or any visitors to your home.
- (c) If any of the items are stolen you must report the crime to the police and obtain a crime reference number. You must then notify the Home and Property Services Team of the theft along with the reference number.
- (d) When you terminate your tenancy you must make sure that all the furniture that belongs to RMBC remains in the property when you leave. We will conduct a visit to make sure that all the items that we provided throughout the fixed term period remain within the property.

21. Right to Buy

- (a) If you are a Secure or Flexible Tenant you may have the right to buy your home after the minimum legal qualifying period
- (b) Certain properties are excluded from the right to buy.
- (c) Please read your Guide to Your Home for more information about your right to buy.

22. Exchange

- (a) You may not exchange the property for a Council dwelling occupied by another tenant without obtaining our prior written permission. If you have a Flexible Tenancy, you may not exchange it for a tenancy of another Council or Housing Association (registered provider) without obtaining our prior written permission. If you have any breaches of tenancy these need to be rectified before you can apply for an exchange. If you have a Secure or Flexible Tenancy we must give you permission unless statutory ground for refusal exists. If we refuse permission we will tell you why in writing. Details of the statutory grounds of refusal are set out in the Guide to Your Home
- (b) If you do not have a Secure or Flexible Tenancy we may give or refuse permission for any reason that we regard as proper but we will always tell you why if we refuse.
- (c) If you exchange without permission we will normally take legal action to evict you. You will not be able to return to your original home. You must not pay or accept any money, goods or services to exchange your home.
- (d) If you exchange your home with another tenant you will be required to accept your new property in the condition it is in at the time you move into it, apart from any repairs that we are legally required to carry out. This means that we take no responsibility for cleanliness, alterations, tenant's own fixtures, or the standard of decoration.

- (e) You must leave your home in a good condition when you move out. Our fixtures and fittings (and furniture if provided) should be left in the same state as they were at the beginning of your tenancy, allowing for fair wear and tear and any approved alterations you have done.

23. Transfers

If you have breached the terms of your tenancy agreement you will be unable to register to transfer to, or transfer to, another RMBC property until the breaches have been rectified.

24. Succession

For tenancies agreed after 1 April 2012, statutory succession is limited to a spouse or civil partner, living in the premises, as their only or principle home, with the deceased tenant at the time of death. Where there is no spouse or civil partner in occupation, RMBC may grant succession to the following family members as long as, the family member was living with the deceased tenant at the time of death and occupying the premises as their only principal home for the previous twelve months and no previous successions have taken place. ;

- people who have given up their council tenancy to care for the deceased tenant
- parent
- grandparent
- child, if the child is over 18 years of age at the date of the tenant's death
- grand-child
- brother or sister
- uncle or aunt, and
- nephew or niece

For the purpose of this provision the stepchild of a person shall be treated as their child

25. Lost Keys

You are responsible for the cost of replacing keys and changing the locks if your keys are lost. This includes window locks. If all door and window lock keys are not handed in at the end of your tenancy you will be charged for the locks to be changed. Please contact your Area Housing Officer for advice.

26. Insurance

Our insurance does not cover any of your furniture or possessions or any damage you cause. You are advised to obtain your own contents insurance cover. You are also advised to obtain "tenants' liability" insurance to insure you against the cost of damage you may accidentally cause to your home.

The Council offers its own Tenants Contents Insurance for all Council Tenants at a small charge

27. Notices

We can serve any notice on you under this tenancy by leaving it at the property. You can deliver any notice to us via your Area Housing Officer or Customer Service Centre.

28. Ending the Tenancy

When you want to end this agreement and leave your home, you must give us at least four weeks' notice in writing before you move out. This 4-week notice period must end on a Monday. This is a legal requirement.

You can request a termination form at a Customer Service Centre. The termination form must be signed by you.

If you do not give 4 weeks' notice, we will start the notice period from when you tell us you are leaving, when you hand your keys in, or when we find out that you have left. **This means that you will have to pay rent for those 4 weeks even if you no longer live in the property.**

When you are joint tenants, one tenant can end the whole tenancy by giving notice in writing.

29. At the end of the tenancy – your rights and obligations

- (a) All keys to the property must be handed in to the Council offices before 12 noon on the day the tenancy ends. If you do not do this we will charge you further rent and any other reasonable costs.
- (b) The property must be left in a clean condition, clear of all rubbish, and free of your furniture and possessions. You must leave all fixtures and fittings intact and in the condition they were in at the start of the tenancy, except for fair wear and tear.
- (c) If you do not comply with a, or b above and you are 'transferring' to another social rented property, we will not allow your transfer to take place.
- (d) We will take steps to recover from you any reasonable costs we incur in:
 - (i) replacing or repairing any missing or damaged items
 - (ii) replacing or repairing any alterations which do not comply with relevant regulations
 - (iii) replacing or repairing any alterations for which we did not give our written consent
 - (iv) meeting all reasonable removal and/or storage charges when items are left in the premises after the termination date
 - (v) cleaning the property.
- (e) We will remove any items left in the premises after the termination date and we will dispose of them and you will be liable for our reasonable costs of disposal.
- (f) In the event of your death, your next of kin or executor must notify us in writing of your death and terminate the tenancy. The tenancy will continue until we receive notice and failure to terminate the tenancy may incur further costs against your estate including unpaid rent.
- (g) If you go to court because of a divorce, a domestic dispute or a relationship breakdown, the court will decide whether to order the transfer of the tenancy to one or other of the partners. The tenancy rights will end for the other person who must leave the property.

30. Flexible Tenancies - Ending your tenancy during the course of the fixed term – your rights and obligations (Break Clause)

- (a) You may terminate this tenancy agreement during the fixed term by serving a break notice on us at least four weeks before the break date or any other period that may be agreed between us.
- (b) The break notice shall be of no effect if, at the break date stated in the break notice:
 - (i) you have not paid any part of the rent which was due to have been paid in respect of the tenancy
 - (ii) vacant possession of the whole of the property is not given
 - (iii) you are in breach of any of the terms of the tenancy agreement relating to the state of repair and condition of the property.
- (c) We may agree to waive the requirement of clause 30.2b above.
- (d) Subject to clause 30.2b above, following the service of a break notice this tenancy agreement shall terminate on the relevant date.
- (e) Termination of this tenancy agreement on the break date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this tenancy agreement.
- (f) If you end your tenancy then, within fourteen days after the break date, we will refund to you the proportion of the rent paid in respect of the period from and excluding the relevant break date up to and excluding the next rent payment date. This will be calculated on a daily basis.

31. Introductory and Secure Tenancies - Ending your tenancy– our rights and obligations

We will not interfere with your rights to occupy your home unless you breach any of your obligations within this agreement, or if the matters set out in Clause 17 of this agreement apply

We cannot bring your tenancy to an end without first serving a notice of seeking possession, telling you why we are seeking to possess your home. The tenancy can only be ended if we prove one of the grounds of possession set out in the Housing Act 1985 or Housing Act 1996.

If you are joint tenants, you are both (all) responsible, individually and together, for keeping to all the conditions of your agreement. This includes paying rent.

32. Flexible Tenancies - Ending your tenancy during the course of the fixed term – our rights and obligations

We will not interfere with your rights to occupy your home within the fixed term of the flexible tenancy agreement, unless you breach any of your obligations within this agreement, or if the matters set out in Clause 17 of this agreement apply.

During the fixed term of the tenancy agreement, we cannot bring your tenancy to an end without first serving a notice of seeking possession, telling you why we are seeking to possess your home. The tenancy can only be ended if we prove one of the grounds of possession set out in the Housing Act 1985 or Housing Act 1996.

If you are joint tenants, you are both (all) responsible, individually and together, for keeping to all the conditions of your agreement. This includes paying rent.

33. Flexible Tenancies - Ending your tenancy at the end of the fixed term – our rights and obligations

- (a) We will begin to review your flexible tenancy 12 months prior to the end of the fixed term to determine your household's future housing need. We will decide whether to grant you a further flexible tenancy, and if so whether that will be a flexible tenancy of the property or whether we grant you a permanent secure tenancy for a smaller property. We will write to you to tell you the outcome of the review.
- (b) If we are not going to grant you a further flexible tenancy, we will give you at least six months' notice that the tenancy is coming to an end. A further notice will be sent to you at least two months prior to the end date. We will make it clear that we do not propose to grant another tenancy and the reason for that decision.
- (c) You have a right to request a review of our decision not to grant a further flexible tenancy but only where our decision does not accord with our published tenancy policy. Such a request should be made to the Housing Manager within 21 days of the date of our written decision. The review will be conducted by someone senior to the maker of the original decision, who was not involved in that decision.

34. Moving out of the property

- (a) You must leave your home in a good condition when you move out. Our fixtures and fittings (and furniture if provided) must be left in the same state as they were at the beginning of your tenancy, allowing for fair wear and tear and any approved alterations you have done.
- (b) You will have to pay for the repair or replacement of any items damaged deliberately or because you have neglected or misused them. You will have to pay for the repair, replacement or re-instatement of any unauthorised alterations you have made to your property.
- (c) Council officers or agents of the Council will make an inspection of your property before you leave your home and again as soon as possible after we know you have left. You must agree a convenient time for your home to be inspected before the end of the tenancy.
- (d) All keys must be returned to a Customer Service Centre no later than 12:00 noon on the day that your tenancy ends. You are liable for additional rent if the keys are handed in after 12:00 noon.
- (e) You must remove all your belongings when you move out. This includes floor coverings, rubbish, and light fittings. If you leave anything behind we will immediately remove and dispose of any rubbish or perishable items and you will be charged for the cost of this, together with any storage charges incurred.

- (f) If your tenancy ends because you die, your personal representative will be responsible for the payment of any outstanding rent or any other charges made under this tenancy agreement

Make the most of your Guide to Your Home

Your Guide to Your Home is very important document which will help you manage your tenancy agreement. It contains useful information about your rights and responsibilities as a tenant and the council's rights and responsibilities as a Landlord. We recommend all tenants keep a copy within their property to refer to.

DRAFT

Tenancy Agreement – Introductory/Flexible Tenancy

This Agreement is a legal contract made between:

1. "We, our, us", ROTHERHAM METROPOLITAN BOROUGH COUNCIL and
2. "You, your" [INSERT NAME OF TENANT(S)]

.....
This Agreement creates an INTRODUCTORY TENANCY/FLEXIBLE TENANCY in respect of the dwelling-house or flat at (the property):

.....
Your INTRODUCTORY TENANCY will commence on

Your INTRODUCTORY TENANCY will automatically become a FLEXIBLE TENANCY on (1 year later) unless before that date the period of your INTRODUCTORY TENANCY is extended by us or possession proceedings have been commenced by us against you.

If the period of your INTRODUCTORY TENANCY is extended by us then your FLEXIBLE TENANCY will commence upon the expiry of the extended period of your INTRODUCTORY TENANCY unless before then possession proceedings have been commenced by us against you.

Your FLEXIBLE TENANCY will be a fixed term tenancy of years expiring on

You must read the following notes before reading any other part of the Agreement

1. Legal Contract

- (a) This Agreement is a legal contract between you and us. You should only sign it if you are prepared to comply with your obligations set out in the agreement and your other legal obligations which are set out in Acts of Parliament and statutory instruments made under those Acts.
- (b) If you do not understand anything in this Agreement you may want to ask for independent advice from the Citizens Advice Bureau or a Solicitor before you sign.
- (c) This Agreement only contains details of what we agree to do as your landlord and what you agree to do as our tenant. Both you and we have other obligations and rights set out in Acts of Parliament and in regulations made by Ministers under those Acts. These statutory rights and obligations are not explained in this document but are set out in the RMBC's Guide to Your Home that has been given to you.
- (d) This Agreement creates a tenancy in respect of the Property. We are your Landlord and you are our tenant. The tenancy you will receive will be a Secure Tenancy if immediately before taking this tenancy you were a Secure Tenant of another Council property or an assured

tenant of a housing association; otherwise the tenancy will be an Introductory Tenancy. The type of tenancy that is created by signing this document is mentioned above.

- (e) Whatever tenancy you have the obligations on your part are the same. However your statutory rights may be different. These are explained in the Guide to Your Home.

2. Introductory Tenancy

If your tenancy is an Introductory Tenancy there will be a trial period of one year.

Your tenancy will usually become a Flexible Tenancy on the date mentioned above unless we extend it (please see your copy of RMBC's Guide to Your Home for details of extending Introductory Tenancies).

3. Flexible Tenancy

Your Flexible Tenancy is a tenancy under section 154 of the Localism Act 2011. Under the terms of this Agreement you will have the right to live in the property for the fixed term stated on page [] of this Agreement.

We cannot evict you during this fixed term without first obtaining a possession order from the Court.

RMBC COPY

Tenancy Agreement – Introductory/Flexible Tenancy

This Agreement is a legal contract made between:

1. "We, our, us", ROTHERHAM METROPOLITAN BOROUGH COUNCIL and
2. "You, your" [INSERT NAME OF TENANT(s)]

.....
This Agreement creates an INTRODUCTORY TENANCY/FLEXIBLE TENANCY in respect of the dwelling-house or flat at (the property):

.....
Your INTRODUCTORY TENANCY will commence on

Your INTRODUCTORY TENANCY will automatically become a FLEXIBLE TENANCY on (1 year later) unless before that date the period of your INTRODUCTORY TENANCY is extended by us or possession proceedings have been commenced by us against you.

If the period of your INTRODUCTORY TENANCY is extended by us then your FLEXIBLE TENANCY will commence upon the expiry of the extended period of your INTRODUCTORY TENANCY unless before then possession proceedings have been commenced by us against you.

Your FLEXIBLE TENANCY will be a fixed term tenancy of years expiring on

You must read the following notes before reading any other part of the Agreement

1. Legal Contract

- (a) This Agreement is a legal contract between you and us. You should only sign it if you are prepared to comply with your obligations set out in the agreement and your other legal obligations which are set out in Acts of Parliament and statutory instruments made under those Acts.
- (b) If you do not understand anything in this Agreement you may want to ask for independent advice from the Citizens Advice Bureau or a Solicitor before you sign.
- (c) This Agreement only contains details of what we agree to do as your landlord and what you agree to do as our tenant. Both you and we have other obligations and rights set out in Acts of Parliament and in regulations made by Ministers under those Acts. These statutory rights and obligations are not explained in this document but are set out in the RMBC's Guide to Your Home that has been given to you.
- (d) This Agreement creates a tenancy in respect of the Property. We are your Landlord and you are our tenant. The tenancy you will receive will be a Secure Tenancy if immediately before taking this tenancy you were a Secure Tenant of another Council property or an assured

tenant of a housing association; otherwise the tenancy will be an Introductory Tenancy. The type of tenancy that is created by signing this document is mentioned above.

- (e) Whatever tenancy you have the obligations on your part are the same. However your statutory rights may be different. These are explained in the Guide to Your Home.

2. Introductory Tenancy

If your tenancy is an Introductory Tenancy there will be a trial period of one year.

Your tenancy will usually become a Flexible Tenancy on the date mentioned above unless we extend it (please see your copy of RMBC's Guide to Your Home for details of extending Introductory Tenancies).

3. Flexible Tenancy

Your Flexible Tenancy is a tenancy under section 154 of the Localism Act 2011. Under the terms of this Agreement you will have the right to live in the property for the fixed term stated on page [] of this Agreement.

We cannot evict you during this fixed term without first obtaining a possession order from the Court.

Tenancy Agreement – Flexible Tenancy

This Agreement is a legal contract made between:

1. “We, our, us”, ROTHERHAM METROPOLITAN BOROUGH COUNCIL and
2. “You, your” [INSERT NAME OF TENANT(S)]

This Agreement creates a FLEXIBLE TENANCY in respect of the dwelling-house or flat at (the property):
.....
.....

Your FLEXIBLE TENANCY will commence on

Your FLEXIBLE TENANCY will be a fixed term tenancy of years expiring on

You must read the following notes before reading any other part of the Agreement

1. Legal Contract

- (a) This Agreement is a legal contract between you and us. You should only sign it if you are prepared to comply with your obligations set out in the agreement and your other legal obligations which are set out in Acts of Parliament and statutory instruments made under those Acts.
- (b) If you do not understand anything in this Agreement you may want to ask for independent advice from the Citizens Advice Bureau or a Solicitor before you sign.
- (c) This Agreement only contains details of what we agree to do as your landlord and what you agree to do as our tenant. Both you and we have other obligations and rights set out in Acts of Parliament and in regulations made by Ministers under those Acts. These statutory rights and obligations are not explained in this document but are set out in the RMBC’s Guide to Your Home that has been given to you.
- (d) This Agreement creates a tenancy in respect of the Property. We are your Landlord and you are our tenant. The tenancy you will receive will be a Secure Tenancy if immediately before taking this tenancy you were a Secure Tenant of another Council property or an assured tenant of a housing association; otherwise the tenancy will be a Flexible Tenancy.

The type of tenancy that is created by signing this document is mentioned above.

- (e) Whatever tenancy you have the obligations on your part are the same. However your statutory rights may be different. These are explained in the Guide to Your Home.

2. Flexible Tenancy

Your Flexible Tenancy is a tenancy under section 154 of the Localism Act 2011. Under the terms of this Agreement you will have the right to live in the property for the fixed term as stated in this Agreement.

We cannot evict you during this fixed term without first obtaining a possession order from the Court.

Tenancy Agreement – Flexible Tenancy

This Agreement is a legal contract made between:

1. "We, our, us", ROTHERHAM METROPOLITAN BOROUGH COUNCIL and
2. "You, your" [INSERT NAME OF TENANT(s)]

This Agreement creates a FLEXIBLE TENANCY in respect of the dwelling-house or flat at (the property):

.....
.....

Your FLEXIBLE TENANCY will commence on

Your FLEXIBLE TENANCY will be a fixed term tenancy of years expiring on

You must read the following notes before reading any other part of the Agreement

2. Legal Contract

- (a) This Agreement is a legal contract between you and us. You should only sign it if you are prepared to comply with your obligations set out in the agreement and your other legal obligations which are set out in Acts of Parliament and statutory instruments made under those Acts.
- (b) If you do not understand anything in this Agreement you may want to ask for independent advice from the Citizens Advice Bureau or a Solicitor before you sign.
- (c) This Agreement only contains details of what we agree to do as your landlord and what you agree to do as our tenant. Both you and we have other obligations and rights set out in Acts of Parliament and in regulations made by Ministers under those Acts. These statutory rights and obligations are not explained in this document but are set out in the RMBC's Guide to Your Home that has been given to you.
- (d) This Agreement creates a tenancy in respect of the Property. We are your Landlord and you are our tenant. The tenancy you will receive will be a Secure Tenancy if immediately before taking this tenancy you were a Secure Tenant of another Council property or an assured tenant of a housing association; otherwise the tenancy will be a Flexible Tenancy.

The type of tenancy that is created by signing this document is mentioned above.

- (e) Whatever tenancy you have the obligations on your part are the same. However your statutory rights may be different. These are explained in the Guide to Your Home.

2. Flexible Tenancy

Your Flexible Tenancy is a tenancy under section 154 of the Localism Act 2011. Under the terms of this Agreement you will have the right to live in the property for the fixed term as stated in this Agreement.

We cannot evict you during this fixed term without first obtaining a possession order from the Court.

Tenancy Agreement – Introductory/Secure Tenancy

This Agreement is a legal contract made between:

1. “We, our, us”, ROTHERHAM METROPOLITAN BOROUGH COUNCIL and
2. “You, your” [INSERT NAME OF TENANT(S)]

.....
 This Agreement creates an INTRODUCTORY TENANCY/SECURE TENANCY in respect of the dwelling-house or flat at (the property):

.....
 Your INTRODUCTORY TENANCY will commence on

Your INTRODUCTORY TENANCY will automatically become a SECURE TENANCY on (1 year later) unless before that date the period of your INTRODUCTORY TENANCY is extended by us or possession proceedings have been commenced by us against you.

If the period of your INTRODUCTORY TENANCY is extended by us then your SECURE TENANCY will commence upon the expiry of the extended period of your INTRODUCTORY TENANCY unless before then possession proceedings have been commenced by us against you.

You must read the following notes before reading any other part of the Agreement

3. Legal Contract

- (d) This Agreement is a legal contract between you and us. You should only sign it if you are prepared to comply with your obligations set out in the agreement and your other legal obligations which are set out in Acts of Parliament and statutory instruments made under those Acts.
- (e) If you do not understand anything in this Agreement you may want to ask for independent advice from the Citizens Advice Bureau or a Solicitor before you sign.
- (f) This Agreement only contains details of what we agree to do as your landlord and what you agree to do as our tenant. Both you and we have other obligations and rights set out in Acts of Parliament and in regulations made by Ministers under those Acts. These statutory rights and obligations are not explained in this document but are set out in the RMBC’s Guide to Your Home that has been given to you.
- (d) This Agreement creates a tenancy in respect of the Property. We are your Landlord and you are our tenant. The tenancy you will receive will be a Secure Tenancy if immediately before taking this tenancy you were a Secure Tenant of another Council property or an assured tenant of a housing association; otherwise the tenancy will be an Introductory Tenancy. The type of tenancy that is created by signing this document is mentioned above.
- (e) Whatever tenancy you have the obligations on your part are the same. However your statutory rights may be different. These are explained in the Guide to Your Home.

4. Introductory Tenancy

If your tenancy is an Introductory Tenancy there will be a trial period of one year.

Your tenancy will usually become a Secure on the date mentioned above unless we extend it (please see your copy of RMBC's Guide to Your Home for details of extending Introductory Tenancies).

5. Demoted Tenancies

If your tenancy is a Secure Tenancy the Court may make it a Demoted Tenancy if we can prove that the grounds for doing so exist and it is reasonable for the Court to make a Demotion Order. If an order is made your tenancy will become a DEMOTED TENANCY for a period of usually one year, after which period your Secure Tenancy is restored. You will still have to comply with all of the obligations of a tenant whilst you are a Demoted Tenant, but your statutory rights will be less. Your statutory rights and obligations under a Demoted Tenancy are explained in the Guide to Your Home.

6. Common Law Tenancy

Whatever tenancy you have at any particular time you will lose most of your statutory rights if you cease to occupy the Property as your only or main home. During any period that you (or at least one of you if you are joint tenants) do not occupy the Property as your only or main home we may end your tenancy by giving you notice to quit complying with the Protection from Eviction Act 1977, and you will have no right to exercise any right to buy that you might otherwise have. In this Agreement we call the type of tenancy that you will have during any period that you do not occupy the Property as your only or main home a COMMON LAW TENANCY.

Tenancy Agreement – Introductory/Secure Tenancy

This Agreement is a legal contract made between:

1. “We, our, us”, ROTHERHAM METROPOLITAN BOROUGH COUNCIL and
2. “You, your” [INSERT NAME OF TENANT(S)]

.....
 This Agreement creates an INTRODUCTORY TENANCY/SECURE TENANCY in respect of the dwelling-house or flat at (the property):

.....
 Your INTRODUCTORY TENANCY will commence on

Your INTRODUCTORY TENANCY will automatically become a SECURE TENANCY on (1 year later) unless before that date the period of your INTRODUCTORY TENANCY is extended by us or possession proceedings have been commenced by us against you.

If the period of your INTRODUCTORY TENANCY is extended by us then your SECURE TENANCY will commence upon the expiry of the extended period of your INTRODUCTORY TENANCY unless before then possession proceedings have been commenced by us against you.

You must read the following notes before reading any other part of the Agreement

5. Legal Contract

- (g) This Agreement is a legal contract between you and us. You should only sign it if you are prepared to comply with your obligations set out in the agreement and your other legal obligations which are set out in Acts of Parliament and statutory instruments made under those Acts.
- (h) If you do not understand anything in this Agreement you may want to ask for independent advice from the Citizens Advice Bureau or a Solicitor before you sign.
- (i) This Agreement only contains details of what we agree to do as your landlord and what you agree to do as our tenant. Both you and we have other obligations and rights set out in Acts of Parliament and in regulations made by Ministers under those Acts. These statutory rights and obligations are not explained in this document but are set out in the RMBC’s Guide to Your Home that has been given to you.
- (d) This Agreement creates a tenancy in respect of the Property. We are your Landlord and you are our tenant. The tenancy you will receive will be a Secure Tenancy if immediately before taking this tenancy you were a Secure Tenant of another Council property or an assured tenant of a housing association; otherwise the tenancy will be an Introductory Tenancy. The type of tenancy that is created by signing this document is mentioned above.
- (e) Whatever tenancy you have the obligations on your part are the same. However your statutory rights may be different. These are explained in the Guide to Your Home.

6. Introductory Tenancy

If your tenancy is an Introductory Tenancy there will be a trial period of one year.

Your tenancy will usually become a Secure on the date mentioned above unless we extend it (please see your copy of RMBC's Guide to Your Home for details of extending Introductory Tenancies).

5. Demoted Tenancies

If your tenancy is a Secure Tenancy the Court may make it a Demoted Tenancy if we can prove that the grounds for doing so exist and it is reasonable for the Court to make a Demotion Order. If an order is made your tenancy will become a DEMOTED TENANCY for a period of usually one year, after which period your Secure Tenancy is restored. You will still have to comply with all of the obligations of a tenant whilst you are a Demoted Tenant, but your statutory rights will be less. Your statutory rights and obligations under a Demoted Tenancy are explained in the Guide to Your Home.

6. Common Law Tenancy

Whatever tenancy you have at any particular time you will lose most of your statutory rights if you cease to occupy the Property as your only or main home. During any period that you (or at least one of you if you are joint tenants) do not occupy the Property as your only or main home we may end your tenancy by giving you notice to quit complying with the Protection from Eviction Act 1977, and you will have no right to exercise any right to buy that you might otherwise have. In this Agreement we call the type of tenancy that you will have during any period that you do not occupy the Property as your only or main home a COMMON LAW TENANCY.

Weekly Rent and Additional Rent

Rent and all other charges relating to the property are due weekly (in advance).

From time to time we will change your rent and/or service charges. This will usually be in April each year. We will write you a letter letting you know the new amount you must pay. This letter will be sent to you at least four weeks before you need to start paying the new amounts.

The rent per week is £ _____

If your tenancy starts on any day other than a Monday, your first rent payment will be due on the first day of your tenancy and is worked out in proportion to the number of days in that week.

Therefore, your first week's rent will be: £ _____

Additional Rent (List other charges that the tenant must pay under this Agreement)

_____	£	per week
_____	£	per week
_____	£	per week
TOTAL	£	per week

Any increases or changes in these amounts will be notified to you as set out in the Guide to Your Home.

Additional Payments		
_____	£	per week
_____	£	per week
_____	£	per week
TOTAL	£	per week

Rent Allowances		
_____	£	per week
_____	£	per week
_____	£	per week
TOTAL	£	per week

PERMITTED NUMBER OF OCCUPANTS _____

Weekly Rent and Additional Rent

Rent and all other charges relating to the property are due weekly (in advance).

From time to time we will change your rent and/or service charges. This will usually be in April each year. We will write you a letter letting you know the new amount you must pay. This letter will be sent to you at least four weeks before you need to start paying the new amounts.

The rent per week is £ _____

If your tenancy starts on any day other than a Monday, your first rent payment will be due on the first day of your tenancy and is worked out in proportion to the number of days in that week.

Therefore, your first week's rent will be: £ _____

Additional Rent (List other charges that the tenant must pay under this Agreement)

_____	£	per week
_____	£	per week
_____	£	per week
TOTAL	£	per week

Any increases or changes in these amounts will be notified to you as set out in the Guide to Your Home.

Additional Payments

_____	£	per week
_____	£	per week
_____	£	per week
TOTAL	£	per week

Rent Allowances

_____	£	per week
_____	£	per week
_____	£	per week
TOTAL	£	per week

PERMITTED NUMBER OF OCCUPANTS _____

Declaration to be signed by all tenants

- I confirm the information given in the Housing Register application form by me/us was and still is true.
- I have not withheld any information that may affect the application.
- I understand that if I have knowingly given false or incomplete information the Council can take action to end this tenancy.
- I agree to accept the tenancy of _____ on the terms and conditions set out in this tenancy agreement.
- I acknowledge receipt of _____ keys for the property and agree to return all keys when the tenancy ends.
- I acknowledge receipt of a copy of this agreement.
- I understand the obligations set down in this Tenancy Agreement.
- I acknowledge receipt of the Guide to Your Home which contains important information about my tenancy and my statutory rights.
- I understand the additional information about my Tenancy Agreement given in the Guide to Your Home.
- I understand that RMBC is required to use information provided by me to carryout cross system and cross authority comparison for the prevention and detection of fraud or crime. I understand that information I have provided may be used in this way or for connected purposes, and that this information may also be shared with certain third parties who administer or protect public funds.

Signed on behalf of the Council by:

Signed _____ Dated _____
(Duly authorised Officer)

Name of Tenant _____

Signed _____ Dated _____

Name of Tenant _____

Signed _____ Dated _____

Name of Tenant _____

Signed _____ Dated _____

Declaration to be signed by all tenants

- I confirm the information given in the Housing Register application form by me/us was and still is true.
- I have not withheld any information that may affect the application.
- I understand that if I have knowingly given false or incomplete information the Council can take action to end this tenancy.
- I agree to accept the tenancy of _____ on the terms and conditions set out in this tenancy agreement.
- I acknowledge receipt of _____ keys for the property and agree to return all keys when the tenancy ends.
- I acknowledge receipt of a copy of this agreement.
- I understand the obligations set down in this Tenancy Agreement.
- I acknowledge receipt of the Guide to Your Home which contains important information about my tenancy and my statutory rights.
- I understand the additional information about my Tenancy Agreement given in the Guide to Your Home.
- I understand that RMBC is required to use information provided by me to carryout cross system and cross authority comparison for the prevention and detection of fraud or crime. I understand that information I have provided may be used in this way or for connected purposes, and that this information may also be shared with certain third parties who administer or protect public funds.

Signed on behalf of the Council by

Signed _____ Dated _____
(Duly authorised Officer)

Name of Tenant _____

Signed _____ Dated _____

Name of Tenant _____

Signed _____ Dated _____

Name of Tenant _____

Signed _____ Dated _____

Declaration to be signed by tenants on District Heating Schemes

I / We [INSERT NAME OF TENANT(s)]

.....
The tenant(s) of [INSERT PROPERTY ADDRESS]
.....
.....

In the Metropolitan Borough of Rotherham agree to pay for my / our heating/hot water charges and understand that failure to do so would constitute a breach of my/our tenancy agreement.

These charges are subject to change due to the increase in fuel and maintenance costs and the Council will give written notice of any such increase. Please be aware that heating costs will not be covered by Housing Benefit payments.

If I/we don't make the necessary payments this is counted as a debt to my rent account and the council will take steps to recover the outstanding amounts

Signed on behalf of the Council by

Signed _____ Dated _____
(Duly authorised Officer)

Name of Tenant _____

Signed _____ Dated _____

Name of Tenant _____

Signed _____ Dated _____

Name of Tenant _____

Signed _____ Dated _____

Declaration to be signed by tenants on District Heating Schemes

I / We [INSERT NAME OF TENANT(s)]

.....
The tenant(s) of [INSERT PROPERTY ADDRESS]
.....
.....

In the Metropolitan Borough of Rotherham agree to pay for my / our heating/hot water charges and understand that failure to do so would constitute a breach of my/our tenancy agreement.

These charges are subject to change due to the increase in fuel and maintenance costs and the Council will give written notice of any such increase. Please be aware that heating costs will not be covered by Housing Benefit payments.

If I/we don't make the necessary payments this is counted as a debt to my rent account and the council will take steps to recover the outstanding amounts

Signed on behalf of the Council by

Signed _____ Dated _____
(Duly authorised Officer)

Name of Tenant _____

Signed _____ Dated _____

Name of Tenant _____

Signed _____ Dated _____

Name of Tenant _____

Signed _____ Dated _____

To: The Landlord: **Rotherham Metropolitan Borough Council**

of: Neighbourhoods and Adult Services, Riverside House, Main Street, Rotherham, S60 1AE

Guarantee

IN CONSIDERATION of your having agreed at my request to accept ('the Tenant') as the tenant of ('the Property') upon the terms of an Introductory Tenancy Agreement dated ('the Introductory Tenancy Agreement') at the rent of £..... per week ('the Rent') payable in advance.

NOW, I (name of guarantor) of

..... (address)

1. I UNDERTAKE to use my best endeavours to support the tenant by guiding and advising the Tenant as to his rights and responsibilities under the Tenancy Agreement
2. GUARANTEE the payment by the tenant to you of the Rent and performance and observance by him of the terms of the Introductory Tenancy Agreement upon the following conditions;
 - 2.1 If the Tenant defaults in the payment of the Rent for the period of four weeks in aggregate, I will upon a written request by you promptly pay you the four weeks' rent that is in arrear together with such additional rent as may be due and payable to the Landlord until the Tenant's rent is no longer in deficit.
 - 2.2 If the Tenant defaults in the performance or observance of any of the provisions on his part contained in the Tenancy Agreement, I will pay to you all losses, damages, expenses and costs that you shall be entitled to recover by reason of his default, to the extent to which you are unable to recover them from the Tenant.
 - 2.3 This Guarantee shall continue only from the date hereof until the (The Tenant's 18th Birthday) and extend to the acts and defaults of the Tenant and any member of his family, any other person lawfully occupying the Property with the Tenant and any visitors to the property during that period, but during that period it shall not be revocable or discharged by my death or by the death or bankruptcy of the Tenant.
 - 2.4 Without prejudice to clause 2.3 above this Guarantee shall not be discharged by your giving the Tenant time in which to meet his rent or other indulgence in respect of his obligations under the Tenant Agreement.
 - 2.5 If the Tenancy Agreement is assigned with your consent or is termination by agreement or by re-entry or disclaimer or otherwise, all future liability on my part shall cease.

Dated:

..... (signature of guarantor)

To: The Landlord: **Rotherham Metropolitan Borough Council**

of: Neighbourhoods and Adult Services, Riverside House, Main Street, Rotherham, S60 1AE

Guarantee

IN CONSIDERATION of your having agreed at my request to accept ('the Tenant') as the tenant of ('the Property') upon the terms of an Introductory Tenancy Agreement dated ('the Introductory Tenancy Agreement') at the rent of £..... per week ('the Rent') payable in advance.

NOW, I (name of guarantor) of

..... (address)

- 3. I UNDERTAKE to use my best endeavours to support the tenant by guiding and advising the Tenant as to his rights and responsibilities under the Tenancy Agreement
- 4. GUARANTEE the payment by the tenant to you of the Rent and performance and observance by him of the terms of the Introductory Tenancy Agreement upon the following conditions;
 - 4.1 If the Tenant defaults in the payment of the Rent for the period of four weeks in aggregate, I will upon a written request by you promptly pay you the four weeks' rent that is in arrear together with such additional rent as may be due and payable to the Landlord until the Tenant's rent is no longer in deficit.
 - 4.2 If the Tenant defaults in the performance or observance of any of the provisions on his part contained in the Tenancy Agreement, I will pay to you all losses, damages, expenses and costs that you shall be entitled to recover by reason of his default, to the extent to which you are unable to recover them from the Tenant.
 - 4.3 This Guarantee shall continue only from the date hereof until the (The Tenant's 18th Birthday) and extend to the acts and defaults of the Tenant and any member of his family, any other person lawfully occupying the Property with the Tenant and any visitors to the property during that period, but during that period it shall not be revocable or discharged by my death or by the death or bankruptcy of the Tenant.
 - 4.4 Without prejudice to clause 2.3 above this Guarantee shall not be discharged by your giving the Tenant time in which to meet his rent or other indulgence in respect of his obligations under the Tenant Agreement.
 - 4.5 If the Tenancy Agreement is assigned with your consent or is termination by agreement or by re-entry or disclaimer or otherwise, all future liability on my part shall cease.

Dated:

..... (signature of guarantor)

Furnished Tenancy Agreement

Date of Agreement: _____

Landlord: Rotherham Metropolitan Borough Council

Tenant: _____

Address of Property: _____

Inventory of contents ordered: _____

I/we agree that this is a true and complete inventory of the Landlord's furniture and effects at the property.

I am aware that there will be an additional charge of £.....pw starting from..... and I agree to the terms and conditions of the Furnished Homes Scheme as stated in section 6 of this agreement.

Name of Tenant _____

Signed _____ Dated _____

Name of Tenant _____

Signed _____ Dated _____

Name of Tenant _____

Signed _____ Dated _____

Name of Tenant _____

Signed _____ Dated _____

Furnished Tenancy Agreement

Date of Agreement: _____

Landlord: Rotherham Metropolitan Borough Council

Tenant: _____

Address of Property: _____

Inventory of contents ordered: _____

I/we agree that this is a true and complete inventory of the Landlord's furniture and effects at the property.

I am aware that there will be an additional charge of £.....pw starting from..... and I agree to the terms and conditions of the Furnished Homes Scheme as stated in section 6 of this agreement.

Name of Tenant _____

Signed _____ Dated _____

Name of Tenant _____

Signed _____ Dated _____

Name of Tenant _____

Signed _____ Dated _____

Name of Tenant _____

Signed _____ Dated _____

Furnished Tenancy Agreement (2)

Date of Agreement: _____

Landlord: Rotherham Metropolitan Borough Council

Tenant: _____

Address of Property: _____

Supplementary inventory of contents ordered: _____

I/we agree that this is a true and complete inventory of the Landlord's furniture and effects at the property.

I am aware that there will be an additional charge of £.....pw starting from..... and I agree to the terms and conditions of the Furnished Homes Scheme as stated in section 6 of this agreement.

Name of Tenant _____

Signed _____ Dated _____

Name of Tenant _____

Signed _____ Dated _____

Name of Tenant _____

Signed _____ Dated _____

Name of Tenant _____

Signed _____ Dated _____

Furnished Tenancy Agreement (2)

Date of Agreement: _____

Landlord: Rotherham Metropolitan Borough Council

Tenant: _____

Address of Property: _____

Supplementary inventory of contents ordered: _____

I/we agree that this is a true and complete inventory of the Landlord's furniture and effects at the property.

I am aware that there will be an additional charge of £.....pw starting from..... and I agree to the terms and conditions of the Furnished Homes Scheme as stated in section 6 of this agreement.

Name of Tenant _____

Signed _____ Dated _____

Name of Tenant _____

Signed _____ Dated _____

Name of Tenant _____

Signed _____ Dated _____

Name of Tenant _____

Signed _____ Dated _____

Rotherham MBC
Housing & Neighbourhood Services
 Riverside House
 Main Street
 Rotherham
 S60 1AE

*Email the Council for **free** @ your local library!*

Date _____

To [name(s) of tenant(s)]

[Of Address of Property]

Section 103 HOUSING ACT 1985
LANDLORD'S PRELIMINARY NOTICE
OF VARIATION

Landlord: Rotherham Borough Council

Summary

This Preliminary Notice of Variation ('The Notice') sets out the changes Rotherham Metropolitan Borough Council ('The Council') intends to make to its housing tenancy agreement. There are a number of reasons for making the proposed changes:

1. The current tenancy agreement has been in use since 2008 and we need to update it. There have been changes in the law which we need to deal with and some clauses are out of date.
2. We have restructured the document under clear headings and in a way which sets out clearly the responsibilities of us as the landlord and you as the tenant in appropriate sections. We hope that you will be able to find clauses more easily
3. The 2011 Localism Act has given Local Authorities the right to grant flexible, fixed term tenancies which means that the Council needs to change the format of its tenancy agreement. The Council also wants to use this agreement for all types of tenancy it can grant e.g. introductory and non-secure tenancies. This means that eventually the Council will be using one type of tenancy agreement. The Council is consulting on a draft tenancy agreement that it can use to do this.

We hope that the proposed tenancy agreement will address these issues which will help to bring the Council's tenancy agreement up to date and make it fit for purpose.

Once the new tenancy agreement is finalised, this will become your new tenancy agreement. However, this will not require you to sign a new agreement with us.

If you are an existing tenant we will make some allowances for you. For example, although changes to Clause 10 Animals will come into effect on the starting date we automatically permit you to keep the pets you already have unless you are breaching some other rule, such as having too many animals or are keeping animals which are dangerous or which have become a nuisance.

Our Obligation to consult with you

This Preliminary Notice of Variation and Draft Tenancy Agreement are served pursuant to Section 103 of the Housing Act 1985, because the Council intends to serve a Notice of Variation to change the terms of your Tenancy Agreement. This Notice of Variation will be served after the consultation period.

Timetable for Change

The Council is seeking comments on the proposed changes to the tenancy agreement by **Monday 30th March 2015**.

Following consultation we will consider all the comments we receive and may make changes to the draft tenancy agreement that you have been sent. The Council intends to adopt the new Tenancy Agreement in June 2015 and the new Agreement will commence in July 2015.

How to respond

To respond to the preliminary notice you can complete the enclosed Preliminary Notice Feedback form and return it to;

Council Homes
Floor 2 Wing B
Riverside House
Main Street
Rotherham
S60 1AE

Or you can provide your feedback by;

- Completing the online form at www.rotherham.gov.uk/consultations
- Emailing councilhomes@rotherham.gov.uk

How we have structured this Preliminary Notice of Variation

The Draft Tenancy Agreement that accompanies this Preliminary Notice of Variation sets out our (the Council's) proposed new draft tenancy agreement with you (the tenant). This will replace the one that you currently have with us. The format and content of the new draft tenancy agreement is different from the one you have at the moment. Comparing the current tenancy agreement with the proposed draft tenancy agreement on a line by line basis would have been difficult.

What we have done in the remainder of this document is to provide a summary of the changes to your tenancy conditions. On the left hand side is the new clause number, then a reference to the original clause number, the heading the clause refers to and then

comments on the changes made. There are new sections altogether which do not feature in your current tenancy agreement and these have been highlighted as being ‘wholly new’

1. The proposed new Tenancy Agreement is very different to your existing Tenancy Agreement. However, many of the clauses in the Terms and conditions of your tenancy of your existing Tenancy Agreement have been retained with minor changes.
2. We have updated job titles (e.g. Housing Champion is now known as Area Housing Officer).
3. The Customer Handbook is now referred to as ‘Guide to Your Home’

Specific Changes to your Tenancy Agreement

Summary of Changes:

Page / Clause No from new Tenancy Agreement	Page / Clause No from existing Tenancy Agreement	Headings/Details	Comments
Page 4	N/A	Definitions	This is wholly new
Part One	Part Two	Terms and Conditions of your Tenancy	Each clause in this section of your existing Tenancy Agreement is dealt in turn below
Terms and Conditions of your Tenancy			
Clause 1	Clause 1	Living in your home	Additional paragraph in sub clause a) ‘On accepting this tenancy if you own another property anywhere in the world and become a tenant due to some form of need e.g. medical need, you must take steps to sell your own property within 6 months of becoming a tenant. If no steps have been taken to sell your own property you are in breach of your obligations within this agreement’
Clause 2	Clause 2	Rent	Sub clause a) has been rewritten to reflect change ‘tenancies can commence on any day of the week’ Sub clauses c) and f) are wholly new
Clause 3	Clause 17	Repairs and Maintenance	Sub clause b) remains unchanged except for a change in style Additional paragraph in sub clause m) ‘Outhouses/garages or sheds will not be maintained by us unless they form an integral part of the main property. We will only undertake work as necessary for health and safety reasons and reserve the right to remove outhouses/garages or sheds at any time should they become unsafe.’ Sub clauses o) to r); These are wholly new

Clause 4	Clause 18	Right to Repair	Unchanged except for updated job title
Clause 5	Clause 22	Improvements and Alterations	Sub clause a) has been rewritten so that it is applicable to both Secure and Flexible Tenants.
Clause 6	Clause 8	Adaptations	Sub clause b) is wholly new Sub clauses b) and c) from current tenancy agreement have been removed.
Clause 7	Clause 12	Planning and Building Applications	Unchanged except for rename of tenant handbook
Clause 8	Clause 3	Nuisance and Anti-Social Behaviour	Sub clause b) unchanged except for additional examples of nuisance, annoyance or disturbance Sub clause c) from current tenancy agreement has been removed Sub clause c) (sub clause d in current agreement) remains unchanged except for additional examples of harassment Additional paragraph in sub clause d) (sub clause e in current agreement) 'If you or other residents of your home commits a criminal offence (excluding traffic offences – speeding fines) and are found guilty by the courts a breach of tenancy will be issues for illegal activity and may result in seeking repossession of the property' Sub clauses e to i in current agreement have been re-lettered
Clause 9	Clause 13	Vehicles	Sub clauses a to c in current agreement have been rewritten and merged in sub clause a) of new agreement. Sub clauses d to f in current agreement have been re-lettered Minor changes have been made to sub clause d (sub clause f in current agreement)
Clause 10	Clause 14	Animals	This clause has been extensively rewritten
Clause 11	Clause 19	Garden	This clause has been extensively rewritten
Clause 12	Clause 11	Trade or Business	This clause remains unchanged
Clause 13	Clause 5	Lodgers and Overcrowding	The words 'or Flexible' have been added to sub clause b) Sub clause c) has been reworded to

			reflect the addition of 'permitted number of tenants' in agreement
Clause 14	Clause 4	Obtaining Written Permission	Unchanged except for updated job title
Clause 15	Clause 15	Communal Areas	Sub clause b) is wholly new Sub clauses b to d in current agreement have been re-lettered
Clause 16	Clause 21	Access	This clause remains unchanged
Clause 17	N/A	Re-entry	This clause is wholly new
Clause 18	Clause 16	Dangerous Materials	This clause remains unchanged
Clause 19	N/A	Keeping and Using Fire Arms	This clause is wholly new
Clause 20	Clause 6	Furnishings and Furniture	This clause remains unchanged
Clause 21	Clause 7	Right to Buy	Sub clause a) has been rewritten Sub clause c) remains unchanged except rename of handbook
Clause 22	Clause 9	Mutual Exchange	Sub clause a) has been rewritten The words 'or Flexible' have been added to sub clause b)
Clause 23	N/A	Transfers	This clause is wholly new
Clause 24	N/A	Succession	This clause is wholly new
Clause 25	Clause 20	Lost Keys	Minor changes made to clause
Clause 26	Clause 24	Insurance	Minor changes made to clause
Clause 27	Clause 25	Notices	Unchanged except for change in job title
Clause 28	Clause 10	Ending the Tenancy	Sub clause a) has been rewritten Sub clauses b to g in current agreement have been removed
Clause 29	N/A	At the end of the Tenancy – your rights and obligations	This clause is wholly new
Clause 30	N/A	Flexible Tenancies - Ending your tenancy during the course of the fixed term – your rights and obligations (Break Clause)	This clause is wholly new
Clause 31	N/A	Introductory and Secure Tenancies - Ending your tenancy– our rights and obligations	This clause is wholly new
Clause 32	N/A	Flexible Tenancies - Ending your tenancy during the course of the fixed term – our rights and obligations	This clause is wholly new
Clause 33	N/A	Flexible Tenancies - Ending your	This clause is wholly new

		tenancy at the end of the fixed term – our rights and obligations	
Clause 34	N/A	Moving out of the property	This clause is wholly new
Part Two	Part One	Legal Contract	The changes to this section of your existing Tenancy Agreement are detailed below
Legal Contract			
Page 21	N/A	Introductory / Flexible Tenancy	This is wholly new
Page 25	N/A	Flexible Tenancy	This is wholly new
Page 31	Page 5	Weekly Rent and Additional Rent	<p>Additional Paragraph 'Rent and all other charges relating to the property are due weekly (in advance).</p> <p>From time to time we will change your rent and/or service charges. This will usually be in April each year. We will write you a letter letting you know the new amount you must pay. This letter will be sent to you at least four weeks before you need to start paying the new amounts'</p> <p>The words 'Permitted number of occupants' has been added</p>
Page 35	N/A	Declaration to be signed by tenants on District Heating schemes	This is wholly new

End of Preliminary Notice of Variation

Signed on behalf of the Council

Dave Richmond
 Director of Housing and Neighbourhoods

Tenancy Agreement - Preliminary Notice of Variation Feedback Form

As detailed in the Preliminary Notice of Variation, we are keen to hear your views about the new proposed Tenancy Agreement. This is your opportunity to give us your feedback.

Please return this form to us at; Council Homes
Floor 2 Wing B
Riverside House
Main Street
Rotherham
S60 1AE

By **30th March 2015** for your views to be considered. You can also email your feedback to us at councilhomes@rotherham.gov.uk or online www.rotherham.gov.uk/consultations

Do you agree with the proposed changes to the agreement? YES NO

Do you have any comments? If YES please complete table below

Page No.	Section (e.g. 2. Rent)	Comments

Page No.	Section (e.g. 2. Rent)	Comments

Please use separate sheets if required.

Your details:

Name: _____

Address: _____

Telephone: _____ **Mobile:** _____

E-mail address: _____

Thank you for taking the time to give us this feedback

ROTHERHAM BOROUGH COUNCIL – REPORT TO MEMBERS
--

1.	Meeting:	Cabinet Member for Safe and Attractive Neighbourhoods
2.	Date:	12th January 2015
3.	Title:	Local Sustainable Transport Fund 2
4.	Directorate:	Economic and Development Services

5. Summary

To report the latest award of Local Sustainable Transport Funding (LSTF2) for 2015/16 and to outline the associated transport projects that will be funded in Rotherham.

6. Recommendations

It is recommended that Cabinet Member resolves to support the LSTF2 work underway to enable the DfT endorsed programme of works to commence by April 2015

7. Proposals and Details

Rotherham MBC and neighbouring South Yorkshire local authorities (Sheffield, Doncaster, Barnsley and SYPTA) have been awarded 3 successive grants after bidding into the Government's Local Sustainable Transport Fund (LSTF) via the ITA. Since the first successful bid in 2011, LSTF has delivered capital and revenue funded sustainable transport projects in two 'travel to work' corridors, one between Rotherham Town Centre and the Sheffield boundary and the other from the town centre up to and including the Dearne Valley. Following the latest bidding round in Spring 2014, the Department for Transport awarded South Yorkshire a further £4.72M (including risk and inflation factors) to continue and refine existing revenue funded LSTF projects in 2015/16. South Yorkshire is the only Metropolitan area to receive all of the revenue funding it bid for because the associated projects are widely considered to be best practice and exemplar. The projects in the current bid are as follows:

Cycleboost (Cycle Hubs) – In Rotherham, our existing revenue funded LSTF projects have built a cycling support network that has removed many of the barriers associated with cycling. Support projects include free electric and pedal bike hire aimed primarily at commuters / getting people into work, free rider skills training, free group rides (part funded by British Cycling supported Sky Rides) and a free Dr Bike basic repair and maintenance service. In schools, LSTF funds the highly successful Sustrans Bike IT project. Demand for these projects has demonstrated that there is a strong public appetite for cycling in Rotherham. Accordingly, during 2015/16, DfT have provided further funding for a mobile cycling hub vehicle - the first of its kind - which will house our existing support services and will take them into more public places, local businesses, schools and events. Unlike previous years, LSTF projects will be extended to cover the whole of the Borough in 2015/16. The hub will be a fully liveried open sided display vehicle capable of hosting Dr Bike sessions, hire bikes, specialist advisors, promotions and other services such as health and road safety information. Similar projects will operate in Sheffield, Doncaster and Barnsley although these hubs will be in fixed premises, mainly in town centres.

Successive Governments have attached great importance to the development of cycling as a mode of travel. Most recently the Government has published a draft 10 year Cycling Delivery Plan for England which summarises their vision for cycling and the role everyone – government, the wider public sector, stakeholders, business and individuals – has to play in making cycling the natural choice for short journeys. The Delivery Plan brings together recommendations from numerous Government enquiries and commissions including:

Get Britain Cycling - a pro cycling report published in April 2013 by the All Party Parliamentary Cycling Group.

Tacking Physical Activity: A Co-ordinated Approach – a report published in April 2014 by the All Party Commission on Physical Activity which proposed that cycling has a key role in improving health and reducing obesity.

Moving More, Living More – a cross Government commitment to increase physical activity for all age groups.

The Government is keen to work with local authorities that show vision, leadership and ambition and there is some suggestion in the Cycling Delivery Plan that favourable resources would be made available to progressive local authorities (for example, via future rounds of LSTF). It can be assumed that this would inevitably be at the expense of unsupportive local authorities however at the moment Rotherham's innovative approach to cycling would not fall into that category.

The Hub project will be subject to and comply with Financial Rules and Standing Orders via an approved tender process facilitated by the Central Procurement Team.

Job Connector Bus Service - an SYPTE led project to improve express bus frequency between Barnsley, Manvers (Rotherham) and Doncaster to reduce journey times by up to 20 minutes.

South Yorkshire Wheels to Work – This scheme is currently part of the highly successful "Access to Opportunities" scheme to provide motor scooters over a 3-6 month period to enable people who have been offered or are already in a new job or training opportunity, but are without motorised or public transport, to access their place of work, training or education. People are loaned a scooter for 6 months and encouraged to save to enable them to fund a transport option later.

Travel Choices – The Bus Boost project provides car commuters with a free 1 month trial public transport pass to encourage them to use buses, trams and trains instead of a car for their daily car commute. Around one third of people continue to use public transport after their 1 month trial has ended.

Provision of one-to-one training, personal travel plans and free bus tickets has reduced the demand for Council supported taxis or minibuses, whilst achieving positive educational, employment and health outcomes for individuals with special needs or disabilities. It is likely that successful trainees will not revert back to council supported transport.

Safe and Sustainable Travel – 2,000 business car drivers will be targeted via workplaces in 2015. They will learn about reducing aggressive acceleration and braking, correct tyre pressures and reducing use of air-conditioning and overloading. In addition 14,700 young (17-25) drivers will be trained through colleges to encourage safer driving. Based on the average distance driven for work purposes per day, fuel savings will be around 13% but the main aim is casualty rate reduction in the 16-25 age band.

Eco Stars - The Efficient and Cleaner Operations (ECO) Stars Fleet Recognition scheme was launched in 2009, as part of a regional Air Quality Initiative. Commercial vehicles now make a significant contribution to local emissions in terms of pollutants, and greenhouse gas emissions, and there are a number of AQMAs within South Yorkshire. The ECOSTARS Fleet Recognition project provides public recognition for operators of commercial vehicles who are improving local air quality. The scheme is open to operators of all types of commercial vehicle. The South Yorkshire ECO Stars scheme was supported by the EU as part of the ECOSTARS Europe project and results are now being formally evaluated by them. A local survey carried out in December 2013 indicated that 79% of participants "had increased their knowledge of the tools and approaches to fuel efficiency" and had saved in the range of 1-11% in fuel

usage as a result of applying ECO Stars advice. The funding awarded will allow this project to continue and widen its engagement.

Transport Academy - LSTF2 will provide funding to train bus drivers in the role of public transport in the economy and in the environment and how good service to customers including those with disabilities such as dementia, contributes to its delivery. This will improve the journey experience for a group of people who frequently cite poor experience poor access as a major barrier to securing opportunities for learning, development and employment.

Electric Vehicles Plugged in Project - This scheme provides a pool of electric cars and vans from which businesses can hire electric cars and light vans for a trial period at a discounted rate. The project also includes the installation of a network of rapid chargers across the region. The first public fast charger in Rotherham has recently been installed in the Drummond Street car park.

South Yorkshire Intelligent Transport System – During previous rounds of LSTF, considerable progress has been made towards implementing a greater degree of bus priority and adaptive traffic signal timings to optimise the balance of costs and benefits among users. These systems are already largely in place, or funded separately, but require considerable analysis and testing to before optimal strategies can be activated in real time. In Rotherham, ongoing revenue expenditure is required to optimise and manage the system.

Inmotion – With so many projects on offer via LSTF, it is essential that local people and businesses are aware of them. Therefore, LSTF includes a marketing component in the form of a single e-brand (Inmotion!) which is used across all schemes. A programme of activity which includes a dedicated website, media releases and direct marketing has encouraged public and private sector buy-in. Inmotion marketing activities will continue throughout LSTF2.

8. Finance

The funding programme for LSTF2 in 2015/16 is outlined in Table 1.

Table 1

Cycleboost / Cycle Hubs				
Project	LSTF2 (£)	Match (£)	Rotherham Total Benefit (£)	Rotherham Funded Match (£)
Cycle Hubs and Services	1,065,712	167,148	295,000a	47,000
Sky Rides	109,000	285,750	18,000a	40,250
Bike It	281,385	165,000	56,277a	21,000
Cycle Infrastructure Grants	117,500	35,000	25,000a	10,000
Cycle Safety	20,000	4,000	5,000a	1,000
Job Connector Bus Service	440,000	0	88,000e	0
SY Wheels to Work	217,642	96,616	48,359e	0
Travel Choices				
Busboost	441,524	78,000	103,904e	0
Travel Training	68,974	2,000	14,195e	0
Independent Travel Training	187,045	104,000	58,209e	0

Safe and Sustainable Travel				
Powered 2 Wheeler Safety	25,000	25,000	10,000e	0
Safer Travel Campaigns	120,000	45,000	33,000e	0
Safer / Eco Driving	304,400	145,000	89,880e	0
SY Eco Stars Fleet Recognition	160,000	35,000	39,000e	0
Delivering Excellence (PT)	40,000	18,500	11,700e	0
Transport Academy				
Excellence in Disability and Dementia (PT)	25,000	13,500	7,700e	0
Recruitment Excellence in PT	49,500	14,000	12,700e	0
Electric Vehicles Plugged In Project	96,000	21,500	23,500e	0
SY Intelligent Transport System				
Traffic and Travel Enhancements BMBC	80,000	20,000	0	0
Real Time Evolution DMBC	90,000	10,000	0	0
Traffic Signals Optimisation BMBC	60,000	6,600	0	0
UTMC Enhancements RMBC	50,000	10,000	50,000a	10,000
Adaptive Strategies Enhancements SCC	50,000	10,000	0	0
Inmotion	280,730	10,978	58,341e	0
Monitoring	18,400	5,000	4,680	0
TOTALS Exc Risk and Inflation	4,397,812	1,327,652	1,052,481	129,250*

(a) Denotes actual allocation

(e) Denotes estimated allocation based on 20% share of the South Yorkshire wide allocation

Where Rotherham has no match fund commitment, a proportion of match fund is included in the Rotherham total benefit

* Match split: Approximately £25,000 from RMBC and £104,250 from external sources e.g. bike retailers, Sustrans and British Cycling.

LSTF requires a degree of match funding to support the DfT grant. The majority of the match funding (£129,250) associated with Rotherham comes from partners such as Sustrans, British Cycling, local bike retailers and suppliers and added value from service providers. The remaining £25,000 will be met from the 2015/16 Local Transport Plan Allocation.

There are several options for funding some of the Rotherham LSTF projects beyond 2016. Discussions are underway to assess the viability of funding the Hub concept from Section 106 developer contributions in support of Travel Plans conditioned as part of new developments, from the LTP or Public Health funds, from future bids into transport related grant funding from a combination.

9. Risks and Uncertainties

DfT has allocated funding for projects delivered between 1st April 2015 and 31st March 2016. No carry forward of funding is permitted beyond 31st March 2016 therefore it is important that the projects are able to be delivered on programme. As of mid-November 2014, delivery timescales are tight but are on schedule.

Three successful LSTF bids since 2011 have brought around £38M of transport funding into South Yorkshire with around £7.6M directly benefitting the Borough and a further £2M of indirect benefits. The Council's ability to bid for future grants will be dependent on continued levels of resourcing for staff who develop and submit funding bids.

10. Policy and Performance Agenda Implications

The proposed projects accord with the objectives set out in the Sheffield City Region Transport Strategy 2011-26 and Rotherham's Community Strategy 2012-15.

11. Background Papers and Consultation

The LSTF bid document relevant to this report was submitted to DfT by the South Yorkshire Integrated Transport Authority and is titled: Inmotion, Altogether Better Travel, Local Sustainable Transport Fund 2015/2016 Revenue Application. The document can be viewed here: www.inmotion.co.uk/lstfbid. LSTF2 is primarily a funding extension bid and no additional consultation was required by DfT prior to the bid being submitted.

Contact Name: Paul Gibson, Senior Transportation Officer, ext 22970.
Email: paul.gibson@rotherham.gov.uk

ROTHERHAM BOROUGH COUNCIL – REPORT TO MEMBERS
--

1.	Meeting:	Cabinet Member for Safe and Attractive Neighbourhoods
2.	Date:	12th January 2015
3.	Title:	Report results of investigation into Petition regarding speed and volume of traffic along A631 Maltby
4.	Directorate:	Economic and Development Services

5. Summary

To report the results of an investigation into a petition signed by 66 people regarding increasing traffic volumes and speed on the A631 through Maltby.

6. Recommendations

It is recommended that Cabinet Member resolves that:

- i) The result of the investigation into the speed of vehicles through Maltby be noted**
- ii) No alterations to the existing speed limits are proposed;**
- iii) The lead petitioner and Maltby Parish Council be informed of the outcome of the investigation.**

7. Proposals and Details

A petition with 66 signatures and an associated supporting letter from Maltby Parish Council was received by the Council and its receipt reported to Cabinet Member on 1st December Minute No 71 refers. The Transportation Unit received a copy of this petition titled 'Petition against the increasing traffic and the speed at which they drive on the roads through Maltby i.e. Tickhill Road, High Street, Rotherham Road etc. Tickhill wants to go back to 30'. Speed limits on local roads are set in accordance with the Department for Transport Circular Roads 1/2013, Setting Local Speed Limits.

This guidance states that 'roads suitable for a 40mph speed limit are generally higher quality suburban roads or those on the outskirts of urban areas where there is little development. They should have good width and layout: have parking and waiting restrictions in operation and buildings set back from the road. These roads should wherever possible, cater for the needs of non-motorised road users through segregation of road space, and have adequate footways and crossing places.

The A631 from the M18 Motorway is subject to a 40mph speed limit through Hellaby until close to the junction with Harvest Close. This section of road is bordered primarily by industrial / retail land with minimal road junctions or residential frontage and as such the 40mph speed limit on this section of road is in accordance with the Department for Transport guidance.

From Harvest Close the speed limit defaults to 30mph until the speed limit changes back to 40mph near to Strauss Crescent on the east side of Maltby. The road subject to the 30mph speed limit, passes through areas with direct residential frontages and retail activity in the centre of Maltby, where there is on street parking and substantial pedestrian movements across the road.

Upon reaching the 40mph speed limit near to Strauss Crescent the speed limit extends for approximately ½ mile until it reaches the Lumley Arms public house where it changes to the national speed limit.

The road environment in this 40mph speed limit is again in accordance with the Department for Transport guidance on 40mph speed limits. The residential properties in the area are set back from the road and there are pedestrian refuges present to assist pedestrians to cross the A631.

A speed survey has been undertaken within the 40mph speed limit near to Lumley Crescent to ascertain the average speed of vehicles. The result of the survey showed the average speed recorded is 35mph toward Maltby and 37mph toward Tickhill. This demonstrates that drivers are currently travelling at a speed commensurate with the posted speed limit i.e. 40mph. In order to promote a lower speed limit, that has the support of South Yorkshire Police the average speed of vehicles (used when investigating a potential new speed limit) would have to be below 35mph.

Another factor when considering introducing a lower speed limit is to improve the road safety collision record of the road. An investigation of the injury accident data

base for the last three year period available shows that within the 40mph speed limit on the A631 Tickhill Road, there has been only 1 slight injury accident recorded and this was during a period of snow falling when one vehicle slid into another. This accident record is therefore unlikely to be effectively improved by a lower speed limit.

With regard to the allegation of increasing vehicle speeds, further speed surveys have been undertaken on Tickhill Road near to Hamilton Road and on Rotherham Road near to Dunstan Road within the 30mph speed limit. The 85%ile (the speed at which 85 out of 100 drivers are travelling at and used when considering any speed enforcement) was recorded at 31mph (both directions) on Tickhill Road and 32mph and 33mph on Rotherham Road. This would suggest that there is good compliance with the speed limit in these areas.

The A631 Rotherham Road, between Blythe Road and Addison Road is currently subject to mobile safety camera enforcement by South Yorkshire Safety Cameras (SYSC). We have been informed by them that enforcement has been undertaken on this route at least once a week for the last 6 months. South Yorkshire Safety Cameras has been informed of the petition regarding residents' concerns of increasing vehicles speeds and have indicated that the enforcement of the speed limit in this area does not result in many offences being captured, again, suggesting that there is good compliance with the speed limit.

With regard to the volume of traffic, the A631 is a primary route for vehicles travelling to and from the east of the borough, toward the M18 and Rotherham. Available traffic data shows that since 2006, traffic levels along the A631 fell until reaching a low point in 2012. In the last two years recorded data, traffic levels have shown a slight increase but are still significantly below those levels recorded in 2006.

8. Finance

There are no costs associated with this recommendation.

9. Risks and Uncertainties

The recommendation may result in further requests for measures to be introduced within the 40mph limit to reduce the speed of vehicles to an appropriate level to enable the implementation of a 30mph speed limit. These measures would most likely have to be physical measures such as road humps which are both costly to implement and may result in objections being received to their introduction.

10. Policy and Performance Agenda Implications

The proposals are in accordance with the road safety objectives of the Sheffield City Region Transport Strategy and the associated South Yorkshire Road Safety and Casualty Reduction Strategy.

11. Background Papers and Consultation

Department for Transport Circular 1/2013 – Setting Local Speed Limits

Contact Name : *Nigel Davey, Engineer, Ext. 22380,*
nigeldavey@rotherham.gov.uk

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted