

CABINET AGENDA



**TUESDAY 30 JULY 2019 AT 7.30 PM
CONFERENCE ROOM 2 - THE FORUM**

The Councillors listed below are requested to attend the above meeting, on the day and at the time and place stated, to consider the business set out in this agenda.

Membership

Councillor Williams (Leader)	Councillor G Sutton
Councillor Griffiths (Deputy Leader)	Councillor Anderson
Councillor Elliot	Councillor Banks

For further information, please contact Corporate and Democratic Support or 01442 228209

AGENDA

1. MINUTES (Pages 3 - 12)

To confirm the minutes of the meeting held on 25 June 2019.

2. APOLOGIES FOR ABSENCE

To receive any apologies for absence.

3. DECLARATIONS OF INTEREST

To receive any declarations of interest

A member with a disclosable pecuniary interest or a personal interest in a matter who attends a meeting of the authority at which the matter is considered -

- (i) must disclose the interest at the start of the meeting or when the interest becomes apparent

and, if the interest is a disclosable pecuniary interest, or a personal interest which is also prejudicial

- (ii) may not participate in any discussion or vote on the matter (and must withdraw to the public seating area) unless they have been granted a dispensation.

A member who discloses at a meeting a disclosable pecuniary interest which is not registered in the Members' Register of Interests, or is not the subject of a pending notification, must notify the Monitoring Officer of the interest within 28 days of the disclosure.

Disclosable pecuniary interests, personal and prejudicial interests are defined in Part 2 of the Code of Conduct for Members

[If a member is in any doubt as to whether they have an interest which should be declared they should seek the advice of the Monitoring Officer before the start of the meeting]

4. PUBLIC PARTICIPATION

An opportunity for members of the public to make statements and ask questions in accordance with the rules as to Public Participation.

5. REFERRALS TO CABINET

There were no referrals to Cabinet

6. CABINET FORWARD PLAN (Pages 13 - 14)

7. TENANCY STRATEGY (Pages 15 - 36)

8. HOUSES IN MULTIPLE OCCUPATION (Pages 37 - 136)

9. MEDIUM TERM FINANCIAL STRATEGY (MTFS) (Pages 137 - 155)

10. DACORUM BOROUGH STATEMENT OF COMMUNITY INVOLVEMENT (Pages 156 - 231)

11. HEMEL GARDEN COMMUNITIES (Pages 232 - 297)

12. KINGS LANGLEY NEIGHBOURHOOD PLAN - CONFIRMATION OF NEIGHBOURHOOD PLAN AREA (Pages 298 - 311)

13. EXCLUSION OF THE PUBLIC

To consider passing a resolution in the following terms:

That, under s.100A (4) of the Local Government Act 1972 Schedule 12A Part 1 as amended by the Local Government (Access to Information) (Variation) Order 2006 the public be excluded during the items in Part 2 of the Agenda for this meeting, because it is likely, in view of the nature of the business to be transacted, that, if members of the public were present during those items, there would be disclosure to them of exempt information relating to the financial and business affairs of the Council and third party companies/organisations.

Local Government Act 1972, Schedule 12A, Part 1, paragraph 3.

14. YEAR 5 OSBORNE REVIEW (Pages 312 - 350)

MINUTES

CABINET

25 JUNE 2019

Councillors: Williams (Leader)
Griffiths (Deputy
Leader)
Elliot
G Sutton
Banks

Officers:	Mark Brookes	Assistant Director - Corporate and Contracted Services
	David Barrett	Group Manager - Housing Development
	James Deane	Corporate Director - Finance and Operations
	James Doe	Assistant Director - Planning, Development and Regeneration
	Farida Hussain	Group Manager (Legal & Corporate Services)
	Sally Marshall	Chief Executive
	Katie Mogan	Corporate and Democratic Support Lead Officer
	Emma Walker	Group Manager - Environmental and Community Protection

The meeting began at 7.30 pm

CA/49/19 MINUTES

Minutes of the meeting held on 21 May 2019 were agreed by Members present and signed by the Chair.

CA/50/19 APOLOGIES FOR ABSENCE

Apologies of absence were received from Councillor Anderson.

CA/51/19 DECLARATIONS OF INTEREST

There were no declarations of interest.

CA/52/19 PUBLIC PARTICIPATION

There was no public participation.

CA/53/19 REFERRALS TO CABINET

The following motion was referred from the Health in Dacorum Committee on 12 June 2019:

“This council believes that the only option to provide the future emergency specialist hospital provision required for the growing population of West Hertfordshire is a new purpose built central hospital on a clear site suitable for the 21st century healthcare delivery. The council believes that there must also be a full range of diagnostic services at the three main towns of West Hertfordshire. This council does not support the proposals to focus the majority of services and investment on the Watford site as we believe this will not provide an acceptable level of provision for the residents of Dacorum which we feel would be better served by a new build as would the needs of the wider West Herts population.”

Councillor Williams said it was important that the council gives its endorsement to this motion at a senior level before the final decision meeting regarding future health provision. Dependant on the outcome of the meeting on 11 July, it is possible the council might have something further to say at its meeting on 17 July. The refurbishment of the Watford site option would mean that Watford would receive 90% of the funding and the Hemel Hempstead just 3%. Councillor Williams confirmed the authority’s view that Dacorum is not best served by the preferred option. He endorsed the motion and would forward this to the health authority ahead of 11 July.

Councillor Griffiths also endorsed this motion. She thanked Ron and Edie Glatter for their hard work with the Hospital Action Group over the years. Councillor Griffiths said that Ron’s research had been impeccable and again gave her thanks for all the work they have done on behalf of residents.

R Glatter said he had forward a public opinion survey as he did not feel that the CCG and Hospital trust have consulted the public. From the survey, 97% of respondents believed a new hospital was needed.

Cabinet agreed and endorsed the motion.

CA/54/19 CABINET FORWARD PLAN

The forward plan was noted with the following changes:

1. Add ‘Local Plan update’ to the September meeting

CA/55/19 CAR PARKING SUPPLEMENTARY DOCUMENT

Decision

1. That the Draft Parking Standards Supplementary Planning Document for public consultation purposes be approved.
2. That authority be delegated to the Assistant Director – Planning, Development and Regeneration (in consultation with the Portfolio Holder for Planning and infrastructure) to agree the arrangements for public consultation on the Draft SPD.

3. That authority be delegated to the Assistant Director – Planning, Development and Regeneration (in consultation with the Portfolio Holder for Planning and Infrastructure) to make minor modifications to the Draft SPD prior to consultation.

Corporate objectives

Having a clear set of standards to govern parking requirements for new development will help support the following objectives:

- *Safe and clean environment:* e.g. support policies in the Local Plan that promote a safe built environment
- *Dacorum delivers:* e.g. helps provides a clear framework upon which planning decisions can be made.

Monitoring Officer:

The SPD will ensure that the Council's standards are consistent with the latest government guidance and should assist consistent decision making and reduce the likelihood of successful challenges to planning decisions.

Deputy S.151 Officer

The cost of creating and consulting on the SPD will be met from within existing approved service budgets.

Advice

Councillor Sutton introduced the report to members and said it had been previously discussed at SPAE OSC. Despite the feedback received from the committee, it was decided that the plan should go forward for consultation in its present form on the basis that a) it has a five year life before it needs to be reviewed and b) there are so many documents in the background that feed into this such as the local plan that the report will take on a different complexion as time goes on. He noted there needed to be a change to recommendation one from Cabinet to approve the draft plan to Cabinet agree the draft plan.

J Doe said this draft plan is different from current policy as it sets minimum requirements for parking spaces which had been a concern in the past for members that the council were working off an old policy. SPAE OSC had concerns about the numbers being generated by the evidence but will have to see what comes out of the consultation. We will have to pay attention to what Herts County Council's local transport plan says about model shift but the council recognises that Dacorum has a high level of car ownership which needs to be accommodated.

Councillor Tindall asked for clarification on paragraph 6.1 on page 51 where it stated that all parking demand should be accommodated on site and any departure from that standard needs appropriate evidence. He suggested that members of the

Development Management Committee could find decision making a struggle unless there is guidance as to what is appropriate evidence.

J Doe said it is covered in the document. If a developer has a good cause for a lower standard, they must work up and submit a parking stress survey. This would be at the developers expense and assessed by DBC alongside the planning application.

Councillor Tindall asked about public transport provision. He asked if the accessibility of public transport should be included in the officer presentation when it is brought to DMC.

J Doe said this is addressed through the accessibility zones in Hemel Hempstead and Berkhamsted contained in the agenda. This takes into account the walking distances from the town centres and the bus frequency.

Councillor Williams confirmed that after the change to the wording in the recommendation, Cabinet were being asked to agree that the document can go out to consultation and recognise that there are some concerns with the current draft document.

CA/56/19 AIR QUALITY ACTION PLAN

Decision

1. That the draft Air Quality Action Plan for 2019 – 2024 be approved.
2. That authority be delegated to the Portfolio Holder for Community and Regulatory Services to approve implementation of any of the measures noted in the Air Quality Action Plan following further feasibility and consultation where appropriate.

Corporate objectives

- A clean, safe and enjoyable environment
- Building strong and vibrant communities
- Ensuring economic growth and prosperity

Monitoring Officer:

The Air Quality Action Plan will ensure that the Council meets its statutory duties as set out in the Environment Act 1995 to regularly review and assess air quality in its area.

Deputy S.151 Officer:

The revised air quality action plan has no immediate financial requirements. Funding for any future approved measures required, outside of the approved budget, will be submitted for formal approval.

Advice

Councillor Banks introduced the report. In 2012, the council declared three AQMAs in the borough due to exceeding limits of nitrogen dioxide. These were in Lawn Lane, London Road and High Street, Northchurch. Following this, the council had a duty to produce an air quality action plan. That plan has expired and this report is the updated plan to run from 2019 – 2024 and it covers 12 major measures that will directly affect air quality. The completion of a draft action plan comes under DBC's responsibility but enforcement is the responsibility of HCC and the split of responsibilities is highlighted in the report.

Councillor Griffiths said it was frustrating that we must develop the policy but it is under the control of HCC. She said it would be interesting to see what comes out but do need to have conversations with our county colleagues.

Councillor England asked to clarify the date the action plan would be implemented and questioned whether this would be affected by the Lib Dem motion to council about electric charging points.

E Walker said if the plan was approved by Cabinet, it would come into effect immediately. One of the measures in the plan is to look at electric charging infrastructure.

J Doe said electric charging infrastructure is a feature of some parking policies too and this would also feed into strategy.

Councillor Tindall said he was pleased to see categorical statements that ensure there is no way out for developers to provide the infrastructure. He said it was good news and was pleased to see positive measures.

Councillor England queried page 109, he said the report looked incomplete.

E Walker said the red text is to be added.

CA/57/19 NEW BUILD UPDATE

Decision

1. That the appropriation by the Housing Revenue Account of the General Fund land, set out in part II the report, for council house new build purposes be approved.
2. That the process set out in the report for market sales on Council new build developments be approved

3. That, in order to act sufficiently quickly, authority to approve offers in line with the Sales Strategy be delegated to the officers noted in the authorisation matrix at paragraph 4.3 of the report
4. To amend the existing Housing Disposals Policy to include the sale of new build properties as set out in Appendix 2

Corporate objectives

Delivering Affordable Housing

Monitoring Officer:

The Council has power under S122 of The Local Government Act 1972 to appropriate land from one statutory purpose to another where:

(i) The land is no longer required for the purpose for which it is currently held: and

(ii) The purpose for which the land is to be appropriated is one for which the authority is empowered to acquire land by agreement.

The land meets the requirements as it is now no longer needed for its current purpose as garages.

Deputy S.151 Officer

The General Fund land to be acquired by the HRA is land that is no longer in operational use and the sale value agreed is based on independent professional valuations, to ensure that the true value of the councils assets are being realised.

The delegated authority proposed in section 5.3 of this report ensures that there is a transparent and robust process for authorising sales that ensures both the budget holder and finance opinion is required prior to house sales. This sales approval process protects council assets and prevents the sales consultants from approving sales of council assets.

Advice

Councillor Griffiths introduced the report and said it highlighted the good work currently happening.

D Barrett said the report highlighted the completed schemes to date and those that are now on site. Four sites are under construction and progressing well. Martindale will have 65 units, 21 of which will be for market sale and the rest for social rent. Magenta Court will have 29 flats and are due to be completed in Spring 2020. There are two garage sites which will both have six units. They will be used as temporary

accommodation and should be ready in March 2020. Corn Mill Court should be completed by the end of July 2019.

CA/58/19 BUILDING CONTROL SERVICE

Decision

1. That Cabinet agrees, in principle, the proposals set out in this report for the transfer of the Council's Building Control Services to Hertfordshire Building Control Ltd.
2. That further work is carried out by Officers to complete the technical, contractual and administrative arrangements for the transfer of the Council's Building Control Services to Hertfordshire Building Control Ltd.
3. That, once the due diligence and work outlined in recommendation 2 above is completed, the final proposals are referred to Cabinet and Council with the recommendation to transfer of the Council's Building Control Services to Hertfordshire Building Control Ltd.

Corporate objectives

The report supports the corporate objectives of:

A clean, safe and enjoyable environment – a sustainable and well-functioning Building Control service in the long term will continue to ensure that new buildings are constructed to safe standards in compliance with the national Building Regulations, and that an effective service to deal with the public safety issues of dangerous structures as they arise can continue to be provided and delivered effectively

Delivering an efficient and modern Council – The proposals aim to provide a resilient Building Control service in the public interest and offer the best available value for money to the local tax payer.

Monitoring Officer:

Hertfordshire Building Control Ltd has been set up as a "Teckal" company under regulation 12 of the Public Contract Regulations 2015, which means that it can benefit from contracts for works, services or supply from its controlling Contracting Authority (or Authorities) without having to go through a competitive tender process,

In order to qualify as a Teckal company the following circumstances must exist:

- The Contracting Authority/ies must exercise a control which is similar to that which it exercises over its/their own departments – this means it/they must exercise a decisive influence over both strategic objectives and significant decisions of the controlled company either itself or through another subsidiary; and
- More than 80% of the activities of the company must be carried out in the performance of tasks entrusted to it by the controlling Contracting Authority/ies.

Therefore as long as the above circumstances continue to exist then Dacorum can lawfully join this company and this will be checked and approved at the next stage of due diligence.

The existing governance structure, liability and indemnity provisions will also need to be carefully scrutinised before the final decision to join is confirmed.

Deputy S.151 Officer

At present there are no requests for additional funding for the building control service.

Further due diligence is being undertaken to fully appreciate the costs incurred and this will be detailed in future reports to cabinet. The financial impact projections are detailed in the part II report.

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Advice

Full discussion in part 2 minutes.

CA/59/19 LOCAL PLAN UPDATE

Decision

1. That the progress on preparing Dacorum’s Local Plan as set out in the report be noted.
2. That the revised timetable for the Local Plan and other updates to the Local Development Scheme appended to this report be agreed and delegate authority to the Assistant Director, Planning, Development and Regeneration to make any final minor editorial and typographical revisions to the document including any necessary to reflect the Cabinet’s discussions and decision

Corporate objectives

The Council’s Local Plan helps support all 5 corporate objectives:

- *Safe and clean environment:* e.g. contains policies relating to the design and layout of new development that promote security and safe access;
- *Community Capacity:* e.g. provide a framework for local communities to prepare area-specific guidance such as Neighbourhood Plans, Town / Village Plans etc.;
- *Affordable housing:* e.g. sets the Borough's overall housing target and the proportion of new homes that must be affordable;
- *Dacorum delivers:* e.g. provides a clear framework upon which planning decisions can be made; and
- *Regeneration:* e.g. sets the planning framework for key regeneration projects, such as Hemel Hempstead town centre and the Maylands Business Park.

Monitoring Officer:

No comments to add to the report.

Deputy S.151 Officer

No comments to add to the report.

Advice

Councillor Sutton introduced the report and said Cabinet would be receiving regular updates about the progress of the Local Plan.

J Doe said the key things members were being asked to consider is the amended local development scheme appendix to the report. This foresees the work ongoing for the rest of the year into 2020 resulting in a public consultation in May 2021 ideally before if possible. This will seek the views of the general public, developers, land owners, consultees and stakeholders. J Doe informed the members that he had received a letter from Savilles who were concerned about the lack of progress with the Local Plan which has been circulated to Cabinet members The speed at which the plan progresses is a matter for the council, if the plan isn't up to date issues will arise from its validity.

Councillor Williams clarified that the main point to note from the report was the local plan timeline.

CA/60/19 EXCLUSION OF THE PUBLIC

That, under s.100A (4) of the Local Government Act 1972 Schedule 12A Part 1 as amended by the Local Government (Access to Information) (Variation) Order 2006 the public be excluded during the items in Part 2 of the Agenda for this meeting,

because it is likely, in view of the nature of the business to be transacted, that, if members of the public were present during those items, there would be disclosure to them of exempt information relating to the financial and business affairs of the Council and third party companies/organisations.

Local Government Act 1972, Schedule 12A, Part 1, paragraph 3.

CA/61/19 BUILDING CONTROL SERVICE

Full details in part 2 minutes.

CA/62/19 NEW BUILD UPDATE

Full details in part 2 minutes.

The Meeting ended at 8.10 pm

CABINET FORWARD PLAN

	DATE	MATTERS FOR CONSIDERATION	Decision Making Process	Reports to Monitoring Officer/ S.151 Officer	CONTACT DETAILS	BACKGROUND INFORMATION
1.	10/09/19	Treasury Management Outturn Report for 2018/19		22/08/19	Nigel Howcutt, Assistant Director of Finance & Resources 01442 22862 Nigel.howcutt@dacorum.gov.uk	The annual 2018/19 treasury management performance report and update
2.	10/09/19	Q1 Budget Monitoring Report		22/08/19	Nigel Howcutt, Assistant Director of Finance & Resources 01442 22862 Nigel.howcutt@dacorum.gov.uk	To be provided
3.	10/09/19	Local Plan update		22/08/19	James Doe, Assistant Director of Planning, Development & Regeneration 01442 228583 James.doe@dacorum.gov.uk	To provide a progress report on the production of the new Local Plan for the Borough
4.	10/09/19	HRA Business Plan		22/08/19	Fiona Williamson, Assistant Director Housing 01442 228855 Fiona.williamson@dacorum.gov.uk	Annual review of the Housing Revenue Account Business Plan
5.	10/09/19	Building Control Service		22/08/19	James Doe, Assistant Director of Planning, Development & Regeneration 01442 228583 James.doe@dacorum.gov.uk	To set out final proposals for the transfer of the Building Control Service to Hertfordshire Building Control Ltd.
6.	10/09/10	Anti-Social Behaviour policy		22/08/19	Layna Warden, Group Manager Tenants & Leaseholders 01442 228156 Layna.warden@dacorum.gov.uk Emma Walker, Group Manager Environmental & Community Protection 01442 228861 Emma.walker@dacorum.gov.uk	To be provided
7.	15/10/19	Draft Corporate Plan		26/09/19	Sally Marshall, Chief Executive 01442 228213 Sally.marshall@dacorum.gov.uk	To be provided
8.	15/10/19	New Build Update – Approval of Contract for Gaddesden Row Site		26/09/19	Fiona Williamson, Assistant Director Housing 01442 228855 Fiona.williamson@dacorum.gov.uk	To be provided
9.	12/11/19	Strategic Sites Design Guidance Supplementary Planning Document		24/10/19	James Doe, Assistant Director of Planning, Development & Regeneration 01442 228583 James.doe@dacorum.gov.uk Chris Taylor, Group Manager Strategic Planning 01442 228405 chris.taylor@dacorum.gov.uk	To set out the content of a new Supplementary Planning Document to address key issues of urban design guidance on large scale, strategic development sites within the Borough
10.	10/12/19			21/11/19		

Future Cabinet Dates 2020: 14 January
11 February
10 March
21 April

Last updated: 22 July 2019

Future Items:

Private Sector Housing Strategy 2020 (F Williamson)

South West Herts Joint Strategic Plan (J Doe)

CCTV Service (M Brookes)

The Bury Museum Project (J Doe) - To update Cabinet on progress on options for delivering a new museum at The Bury, and seek agreement on the next stages of the project.



Report for:	Cabinet
Date of meeting:	30th July 2019
Part:	1
If Part II, reason:	

Title of report:	Tenancy Strategy
Contact:	Councillor Margaret Griffiths, Portfolio Holder for Housing Carly Thomas, Independent Reviewing Officer
Purpose of report:	To provide Cabinet members with an overview of the council's new Tenancy Strategy, which outlines the tenancies on offer for social housing and the relationship management with Registered Providers.
Recommendations	For Cabinet members to approve the Tenancy Strategy.
Period for post policy/project review	The strategy will be reviewed if there is related legislative change, otherwise annually.
Corporate objectives:	Clean Safe and enjoyable environment. Building strong and vibrant communities.
Implications:	Failure to have a Tenancy Strategy in place is contravention of the Localism Act.
'Value for money' implications	
Risk implications	N/A
Community Impact Assessment	Completed and enclosed
Health and safety Implications	N/A
Monitoring Officer/	Monitoring Officer: Further to the Localism Act 2011 local housing authorities are under a duty to prepare and publish a tenancy strategy. The attached Tenancy Strategy sets out how Dacorum meets its obligations under section 150 to 153 of the Localism Act 2011.
S151 Officer comments	Deputy S.151 Officer: There are no financial impacts raised by this strategy update.
Consultees:	Natasha Beresford Strategic Housing Group Manager

	<p>Lindsey Walsh, Tenancy Team Leader</p> <p>Layna Warden, Tenants & Leaseholders Group Manager</p> <p>Fiona Williamson, Assistant Director Housing</p> <p>Mark Gaynor, Corporate Director of Housing and Regeneration</p> <p>Tenant & Leaseholders Committee</p>
Background papers:	<p>Appendix 1 Draft Tenancy Strategy 2019-2021</p> <p>Appendix 2 Example Service Level Agreement</p>
Glossary of acronyms and any other abbreviation in the report:	<p>Service Level Agreement (SLA)</p>

Introduction

- 1.1. In accordance with s.150 of the Localism Act a local housing authority in England must prepare and publish a strategy (a “tenancy strategy”) setting out the matters to which the registered providers of social housing for its district are to have regard in formulating policies relating to;
 - (a) the kinds of tenancies they grant,
 - (b) the circumstances in which they will grant a tenancy of a particular kind,
 - (c) where they grant tenancies for a term certain, the lengths of the terms,
 - (d) the circumstances in which they will grant a further tenancy on the coming to an end of an existing tenancy.
- 1.2. The aim of the Tenancy Strategy (Appendix 1) is to ensure that the Council has the ability to shape the affordability and security of all social housing properties let to Dacorum residents.
- 1.3. There are a number of factors that form a part of this strategy that will help Dacorum to achieve this, as explained further in this report.

2. Relationships with Registered Providers

- 2.1. The following are the main Registered Providers that have housing stock in the Dacorum borough; Aldwyck, Affinity Sutton, Clarion, Guinness, Hightown, Paradigm, Thrive and Watford Community Housing Trust.
- 2.2. The Council has nomination rights with all of these providers for their Dacorum stock, nomination rights, may vary depending on the development, but typically are 100% on all initial lets and 85 or 75% on re-lets.
- 2.3. It is therefore vital that we ensure that our relationships with our Registered Providers are as productive and robust as possible. In order to achieve this we have been actively engaging with providers that have stock in the borough, to build relationships, share good practice and developing individual Service Level Agreements (SLA) for each organisation.
- 2.4. Whilst these agreements are tailored and shaped based on the size of the Provider and the level of presence they have in the borough they are all formed around some basic core themes that will help us achieve these aims. An example of a typical SLA, can be found at Appendix 2.
- 2.5. They will not only include allocation arrangements linked to original nomination agreements, but also ensure regular liaison meetings between relevant service managers to discuss performance, challenges, analysis of figures, trends and new build development progress.

- 2.6. A regular overview of new build development progress, is crucial to enabling the service to consider ongoing resource needs for this area of work.
- 2.7. In addition to developing robust relationships, the approach also provides Dacorum the opportunity to obtain information on changes or working practices or issues that negatively impact residents.

3. Affordability

- 3.1. Ensuring properties are affordable for residents is a key area of focus.
- 3.2. Historically, whilst still in the bracket of affordable/social housing, Housing Association properties have always been more expensive than Council properties.
- 3.3. We have and continue to work with our Registered Providers to ensure that any property that is advertised and let through us to our residents are let at an affordable rent and therefore are only charged up to a maximum of 80% market rent levels.
- 3.4. A significant number of Registered Providers also charge tenants Rent in Advance at the point of sign up. The amount of this varies according to the policy of the individual organisation. This has been raised as an area of concern and the reality of this being unaffordable for many applicants.
- 3.5. Through developing tailored SLAs with each of our Registered Providers, we are committed to ensuring that any financial payment required in advance is set at an affordable level for our applicants.
- 3.6. This will also alleviate pressure on our budgets, as there are several examples where assistance has been given from the Homeless Prevention Fund to ensure a household can be assisted to obtain a property and pressures alleviated on temporary accommodation.

4. Tenure Type

- 4.1. As a part of this work we have also sought clarification on the types of tenancies being offered by Registered Providers.
- 4.2. This is because we want to ensure that regardless of whether they are allocated a council or Housing Association property, Dacorum residents can expect the same or similar levels of tenure security in their new home.
- 4.3. Typically Registered Providers offer starter/introductory tenancies for one year that are then followed by longer, fixed term tenancies of between 3-7 years. This is a similar approach adopted by Dacorum currently.
- 4.4. We are committed to ensuring this approach continues so the same level of tenure security is applied to all new social housing tenants in the borough, regardless of who their landlord is.
 - We will offer a 12-month introductory tenancy to all new tenants.

- We will offer a secure tenancy to all new supported housing tenants after they successfully complete their introductory period.
- We will offer a flexible tenancy with fixed terms to all new general needs tenants after they successfully complete their introductory period
- In some cases of anti-social behaviour (ASB), the Council can request a court order to demote a tenancy. A demoted tenancy allows the tenant an opportunity to address their ASB. Under a demoted tenancy, the tenant holds the same rights as with an introductory tenancy, so it is easier for the council to proceed with an eviction. A tenancy demotion lasts for 12 months but can be extended for a further six months if required.

5. Allocations Policies

- 5.1. We also want to ensure there is a commonality between our Allocations Policy and that of our partners.
- 5.2. As a part of the work we are doing to develop these Service Level/Partnership Agreements we are ensuring that all partners have access to our Allocations Policy and that we have access to theirs. We can then ensure that any potential areas of contention are addressed and resolved.
- 5.3. Whilst Dacorum does not have the ability to dictate the policies and procedures of our Registered Providers, through the outlined work we are doing we are making it clear that the Council expects that in the interests of partnership working that all providers with landlord responsibilities in the Borough consider the needs, circumstances and requirements of Dacorum residents.
- 5.4. Going forward the service will be further engaging with Registered Providers to encourage them to play a greater role in the advertising and allocation of their properties, a process that is fully administered by the council currently. It is intended that the service will be exploring the opportunity to generate income by enabling the Registered Provider to 'self-serve' using our web-based system.

6. Conclusion

- 6.1. The work outlined above is already fully under way and we have several Service Level/Partnership Agreements in the final stages of development, this work will continue with current and new providers to ensure a consistent approach.
- 6.2. For Cabinet members to approve at the proposed Tenancy Strategy at Appendix 1.

Community Impact Assessment

Name and description of project, policy or service	
<p>Tenancy Strategy</p>	
Identifying the impact of this project, policy or service on the community and environment	
	<p>Questions to explore: What positive impact will your project, policy or service have? What negative impact will your project policy or service have? How will you ensure any negative impact is limited? What is the impact of doing nothing?</p>
<p>On the community in general e.g. social or economic benefits, negative impacts</p>	<p>The positive impact of this policy will be to ensure consistency for Dacorum residents in terms of their security of tenure regardless of who their social landlord is (LA or HA).</p> <p>As this strategy ensures the Council is legally compliant with with Localism Act and seeks to ensure consistency for all residents of social housing in the borough in relation to tensure types there is no clear negative impact of this strategy on the community in general.</p>
<p>On the council as an organisation e.g. on staff, services or assets</p>	<p>The positive impact on the Council overall is a stronger working relationship with RP's which will make the process of allocating properties more robust. The Council will also have the opportunity to shape the affordability and security of all social housing properties advertised and let via Moving with Dacorum.</p> <p>The impact of doing nothing is that the Council will have disjointed approaches to working with RP's which can have a knock on effect to the allocations processes and cause delays in key to key/void times.</p> <p>In relation to having a Tenancy Strategy – the impact of doing nothing is that the Council would not be compliant with the requirements of the Localism Act that states all local authorities must have a tenancy strategy.</p>
<p>On the protected characteristics Age, disability, gender reassignment, marriage and civil partnership, pregnancy and</p>	<p>The Council is committed to promoting equality of opportunity in housing services and has procedures in place to ensure that all applicants and tenants are treated fairly and without unlawful discrimination.</p>

Community Impact Assessment

maternity, race, religion or belief, sex, sexual orientation (Specify where impacts are different for different characteristics)	This commitment features in the strategy and as with all of the Council's policies and procedures, the Council will ensure that this is a key part of all of the work that we do.	
On the environment e.g. effects on the climate, trees, amenity space, biodiversity, water, energy, waste, material use, air quality	As this is a strategy about working relationships between the Council and other organisations there should be no impact on the environment.	
On the specific target community / location e.g. if the project is based in a specific area or targeted community group	As this is a strategy about working relationships between the Council and other organisations there should be no impact on a specific area and/or location.	
Outline the approach you took to identify the need for this project, policy or service. Please include use of research, data and consultation with residents and/or staff.		
According to the Localism Act every Local Authority is required to have a Tenancy Strategy which is how the need for this document was identified.		
Which commitment(s) does this policy, project or service support from the Equality and Diversity CIH Charter Housing Framework? Link to PDF CIH Commitments on intranet		
<p>7. We represent the communities which we serve</p> <ul style="list-style-type: none"> • We build visible links with local, diverse and representative community groups and community advocates to strengthen our relationships with the communities which we serve and to build trust • We work openly with partners and other service providers in the community to ensure that our services are representative and diverse and to ensure that the diverse customers which we serve are safe and secure in their homes and communities 		
How will you review the impact, positive or negative once the project, policy or service is implemented?		
Action	By when	By who

Community Impact Assessment

Completed by:

Name: Carly Thomas

Role: IRO

Date: 21/05/2019

Reviewed and signed off by relevant Group Manager:

Name:

Role:

Date:



Tenancy Strategy

Last reviewed May 2019



Foreword

I am pleased to introduce Dacorum Borough Council's Tenancy Strategy which outlines the tenure types available to social housing tenants and details our commitment to working in partnership with Registered Providers in the borough.

This strategy demonstrates the council's ongoing efforts to deliver the provision of affordable housing to Dacorum's residents.

Councillor Margaret Griffiths

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1.0 Introduction

2.0 Our vision

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1.0 Introduction

2.0 Our vision

1.0 Introduction

Dacorum Borough Council (DBC) is committed to ensuring that local people have access to genuinely affordable homes.

This strategy applies to all homes owned and managed by the Dacorum Borough Council housing service. As a local authority, we aim to work closely with housing associations that also own and manage properties in the borough.

Details of our approach to allocating homes in Dacorum are covered in the Housing Allocations Policy.

This strategy will...

- Outline different types of tenancies used by DBC and our approach to granting and reviewing them;
- Outline the approach to social and affordable rents in Dacorum; and
- Outline our approach to working with local housing associations to make sure that all the borough's residents have access to affordable, safe housing.

2.0 Our vision

Dacorum Borough Council is committed to providing good quality affordable homes, in particular for those most in need.

This strategy also supports the councils corporate vision of ‘...working in partnership to create a borough that enables Dacorum’s communities to thrive and prosper’.

The Council’s corporate priorities are set out in [‘Delivering for Dacorum – Corporate Plan 2015-2020’](#)



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3.0 National and local considerations



3.1 National changes

This strategy has been developed to align with all relevant current statutory legislation and best practice guidance.

Nationally with a lack of tenure security and affordable properties in the private rented sector there is an ever increasing pressure on local authorities to build and deliver more affordable homes

Central Government introduced new types of tenancies through the Localism Act 2011, with the aim of creating greater flexibility for tenants and housing providers.

Through this Tenancy Strategy, Dacorum Borough Council will outline our approach both to offering different types of tenancies and towards social and affordable rents within the borough.

3.2 Local impact

Dacorum experiences significant levels of housing need and demand is high for housing of all tenures. There are currently around 6,000 households on the Council's Housing Register.

Housing in Dacorum has an important part to play in supporting the local economy, as well as being critical in promoting well-being and achieving positive health outcomes.

It is important to maintain a mix of different sizes, types and tenures of housing to meet a wide range of housing needs.

Dacorum aims to make sure that all the borough's residents have access to affordable, safe housing.

We work to achieve these aims with our own housing stock by following our Homelessness, Housing and Older Persons strategies, but the relationship the Council has with Registered Providers in the borough is also vital, because they own a significant proportion of the social housing stock in Dacorum.



4.0 Tenancy Detail

4.1 Introductory Tenancies

In all cases, we will offer an introductory tenancy to new tenants for an initial probationary period of 12 months. Towards the end of this one-year tenancy, an introductory tenancy review will take place. Provided that there are no rent arrears, anti-social behaviour and/or any other tenancy issues, then the tenants will automatically be issued with a flexible or secure tenancy, depending on the type of property or the tenant's circumstances (see 2.2). In the case of a tenant committing anti-social behaviour during their introductory tenancy, it may be extended for an additional six months to allow tenants the opportunity to address the issues identified.

4.2 Secure & Flexible Tenancies

Some existing tenants hold secure or 'lifetime' tenancies with us. This means that they are entitled to keep their tenancy and remain in their homes indefinitely, so long as they consistently comply with all tenancy conditions as set out in their Tenancy Agreement. Dacorum Borough Council no longer offers secure tenancies to new general needs tenants. Supported housing tenants, however, will receive a secure tenancy once they have successfully completed their introductory tenancy. In addition, any tenant who had held a secure tenancy but had to leave their home due to domestic abuse, will be offered a further lifetime secure tenancy for their new home. New general needs tenants, on successfully completing their introductory tenancy, will receive a flexible tenancy.

A flexible tenancy is a tenancy that is provided on a fixed-term arrangement and is reviewed at the end of that fixed term to determine whether or not a new tenancy will be issued. The use of flexible tenancies allows us to ensure that our housing stock is being utilised in an effective way, prioritising those most in need.

At Dacorum Borough Council, we will offer flexible tenancies with a fixed-term period of five years. Towards the end of this period, we will carry out a flexible tenancy review.

4.3 Reviewing and ending Flexible Tenancies

A flexible tenancy review will begin approximately nine months before the scheduled end date of the tenancy and will be used to determine whether or not we will issue a new tenancy

A tenancy review will take into account the tenant's circumstances at that time, including:

- Any changes to household make-up or under occupation;
- Tenant(s) income, savings and assets or any other financial resource; Those earning over £60,000 as a joint income will not be offered another tenancy;
- Vulnerabilities and disabilities of any household members; those that need more suitable accommodation to meet their needs will be offered alternative accommodation



- Adherence to tenancy conditions throughout the current tenancy; any rent arrears or other breaches of tenancy that are current at the time of the review will result in our refusal to offer a further tenancy

If a household is assessed as being in the same or a similar level of housing need as when the tenancy was issued (and tenancy conditions have been adhered to consistently), then we will issue a new flexible tenancy. The household's housing need will be assessed in line with the Housing Allocations Policy. In the event that the property is no longer suitable for a household's needs (in line with the Dacorum bedroom standards), then we may offer an alternative property with a new flexible tenancy. If any breaches of tenancy or changes to circumstances take place after the review date but before the sign-up to the new tenancy, we reserve the right to change the decision made at the review.

Tenants will have a right to appeal against the outcome of their flexible tenancy review. Information on the review and appeal process will be available to tenants when they sign up to a flexible tenancy.

If we refuse to grant another tenancy we will give help and advice around finding alternative accommodation:

- We will provide advice and assistance on where to look for accommodation
- We will complete a **Personal Housing Plan (PHP)** with the tenant, which sets out what steps they could take to find accommodation within their own network of family, friends or other contacts.
- We will offer help with negotiating with a landlord once the former DBC tenant has found somewhere suitable to rent.
- We can refer to any appropriate support services to assist with the search

2.4 Demoted Tenancies

In some cases of anti-social behaviour (ASB), the Council can request a court order to demote a tenancy. A demoted tenancy allows the tenant an opportunity to address their ASB. Under a demoted tenancy, the tenant holds the same rights as with an introductory tenancy, so it is easier for the council to proceed with an eviction or to address any form of tenancy breach.

A tenancy demotion lasts for 12 months but can be extended for a further six months if required. If the ASB in question is addressed appropriately during the length of the tenancy demotion, the tenancy will be reinstated to its former status as flexible or secure.

5.0 Relationships with Registered Providers

DBC has working relationships with all Housing Associations that operate within the borough. The main providers are; Aldwyck, Affinity Sutton, Clarion, Guinness, Hightown, Paradigm and Thrive.

The overarching aim of this section of the policy is to ensure that measures are in place so that regardless of whether an applicant is a Council or Housing Association tenant, all social housing stock let to Dacorum residents is affordable and secure.

Dacorum will achieve this by a robust joint working approach with the aim of ensuring that all Registered Providers are also committed to this goal.

We will do this via individual Service Level Agreements (SLA's) or partnership agreements with each of our registered providers, based on these aims.

Whilst these agreements will be tailored to the specific Registered Provider and will reflect their requirements and property numbers in the borough, they will all be driven by and encompass these same fundamental values to ensure the needs of Dacorum residents are the focus of any agreements made.

These agreements will not only include allocation arrangements, but also regular meetings between relevant service managers to discuss analysis of figures, trends and development progress, as well as any concerns or updates on any service changes that could have an impact on service delivery from either side.

Affordable Rents

Affordability is a key focus. Through increased joint working and robust SLAs, DBC is committed to ensuring that any Housing Association properties let through the Council are let at an affordable rent and therefore that tenants are charged an absolute maximum of 80% of market rent levels.



5.0 Continued

Tenure Type

During consultations with Registered Providers, Dacorum Borough Council has sought clarification on the tenure types being offered. Typically, Registered Providers offer starter/introductory tenancies for one year that are then followed by longer term tenancies. This is a similar approach adopted by DBC.

As a council, through collaborative working with Registered Providers, we are committed to ensuring this approach continues so that a consistent level of tenure security is offered to all new social housing tenants in the borough, regardless of who their social landlord is.

Allocations

Dacorum Borough Council is committed to ensuring that there is consistency between our own Housing Allocations Policy and that of our partners.

Whilst the Council cannot dictate the policies and procedures of other Registered Providers, we expect that, in the interests of partnership working, all Registered Providers with landlord responsibilities in the borough should consider the needs of Dacorum residents and apply similar principles to our own.



6.0 Conclusion

6.0 Conclusion

The introduction of new types of tenancies through the Localism Act, aimed to create greater flexibility both for tenants and housing providers.

Dacorum is committed to ensuring that through this the needs of residents are being met and ensuring that local people have access to genuinely affordable homes.

To conclude, this strategy demonstrates Dacorum Borough Council's commitment to ensuring that through enhanced joint working processes that the Council has the ability to shape the affordability and security of all properties owned, advertised and let through us to Dacorum's residents.



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Service Level Agreement

This Service Level Agreement (SLA) is made on the **XXXXXXXXXX** between **Dacorum Borough Council** (hereinafter referred to as 'the Council') of the first part and **XXXX Housing Association**. (Hereinafter referred to as 'XXXX') (or its successor) of the second part.

Duration of the Agreement: This Agreement will continue until it is brought to an end by notice given in accordance with the termination provisions in Section 3 of this agreement.

The parties hereto expressly agreed that nothing in the Agreement in anyway creates a partnership between them.

SECTION ONE

DETAIL OF THE PARTIES

(a) XXXXX Housing Association:

- (1) XXXXXX is a Housing Association and is a registered social landlord within the meaning of Section 1 of the Housing Association Act 1985 and is registered with the Homes & Community Agency under Section 4 of the Housing Associations Act 1985 (Registered No. L1690).
- (2) The registered office is at XXXXXXXXX
- (3) The objective of XXXXX is to provide housing and associated amenities for persons in necessitous circumstances upon terms appropriate to their means, which include, but without prejudice, the provision of supportive accommodation for people in need.

(b) Dacorum Borough Council:

- (1) The Council is a Local Housing Authority for the purposes of the Housing Act 1985 and a Principal Council under Section 33 of the Local Government (Miscellaneous Provisions) Act 1982.¹
 - (2) The registered office and place of business is The Forum, Hemel Hempstead,
-

Hertfordshire, HP1 1DN.

(c) Statement of Intent:

The shared objectives of XXXXX and the Council are to nominate and allocate general needs accommodation to Dacorum residents via the Council's Housing Register and Direct Offer processes for those who are homeless, threatened with homelessness or living in unsuitable accommodation.

XXXXXX will be responsible for ensuring that the Council is sent all appropriate information regarding properties to let within appropriate periods.

The Council will be responsible for ensuring appropriate nominations are made to XXXXX within appropriate periods. The Council will work with XXXXX to facilitate interagency working and positive relationships with the local community.

Both parties will ensure that robust joint working procedures are in place to minimise void times and loss of income.

SECTION TWO

SERVICES TO BE PROVIDED UNDER THIS AGREEMENT

Now it is hereby agreed:-

- (1) When requiring a nomination, XXXXX will provide a detailed advert, which includes a picture of property to the Council. This information should include; details of rent (including any expected rent in advance), special property features, pets, if the property has a lift etc.
- (2) The Council will confirm receipt of the advert via email within 24 hours. Adverts received will be advertised by the Council within three working days.
- (3) In relation to any new builds XXXXX will need to ensure advance notice – a minimum of 8 weeks before completion - is given to the Council to ensure sufficient time to advertise and shortlist suitable candidates.
- (4) Four working days after advert closes DBC will provide nomination to XXXXX. (Exception: If a new build property this will be extended to eight working days)
- (5) If a nomination is not received within seven working days after an advert closes XXXXX will treat this as a waiver from the Council of their nomination rights.

(Exception: If a new build property this will be extended to eleven working days)

- (6) If rights will need to be waived, confirmation of this will be sent to the Lettings Manager by the Strategic Housing Group Manager for Dacorum.
- (7) Once received, XXXX will contact nominees within one working day. If they are unable to speak directly with nominee a message and where possible, an email will be sent for urgent contact.
- (8) Where relevant, the Council will provide information regarding risk assessments to confirm whether the nominee is safe to visit alone, or any other appropriate flags.
- (9) If nominee fails to respond within 24 hours they will be refused and a request made for a further nomination. XXXXXX will ensure that any incidents of failed contact are notified to the Council.
- (10) The Council will provide any requests for additional nominations within two working days provided there are suitable candidates available on the shortlist.
- (11) If further nomination not received within four working days XXXXXX will treat this as a waiver from the Council of their nomination rights.
- (12) If rights will need to be waived confirmation of this will be sent to the Lettings Manager by relevant Strategic Housing Group Manager for Dacorum.
- (13) Nominees will be required to attend a verification appointment with XXXXX within three working days following direct contact.
- (14) Nominees that cannot or fail to attend the verification appointment will be rejected and a request will be made for a further nomination. This further request will need to be sent to the Council within 24 hours of refusal to ensure no further delays in the process.
- (15) If additional information is required as part of the verification process the nominee will have 24 hours to provide this if nominee fails to do this they will be refused and a request made for a further nomination
- (16) Following a successful sign up from a Council nomination, XXXX will send confirmation of the sign up details and tenancy start date.
- (17) Quarterly meetings will also be held between XXXXX Senior Lettings Officer and the Council's Pre-Tenancy Lead Officer and Team Leader to discuss analysis of figures, trends, development progress, any concerns or updates on any service changes that could have an impact on service delivery from either side.

SECTION THREE

FAILURE TO PROVIDE SERVICES

Should either XXXXX or the Council fail to provide a service as defined in this Agreement then the other party may have recourse to the following:-

- (1) The XXXXX Senior Lettings Officer and the Council's Pre-Tenancy Lead Officer and Team Leader will meet to discuss the grievance. If no agreement is reached the issue will be referred to XXXX's Head of Housing and the Council's Strategic Housing Group Manager..
- (2) If the issue is unresolved then a formal letter should be sent to the Director of Housing for XXXXX and the Council's Assistant Director, Housing who shall have the responsibility for bringing the matter to the appropriate committee within their own organisations, within two months of receipt of the letter.
- (3) If the matter remains unresolved a meeting between the Chief Executive for XXXXX and the Council's Director of Housing should take place within
- (4) If no agreement can be reached, either party can refer the matter to an arbitrator to be appointed by the National Housing Federation.

ENDING THIS AGREEMENT

1. The terms of this agreement will be binding on both parties, subject to annual review, and will be in place for as long as the scheme is in operation and subject to the following provisions.

This Agreement will run until determined by either party on twelve months prior written notice to the other party, accompanied by an explanation, expiring any time but not earlier than three years from the commencement of this agreement.

2. This Agreement may be terminated by both parties signing an amended Agreement (which shall replace this Agreement) or otherwise by the written agreement of both parties (which shall not be unreasonably withheld or delayed).
3. A person who is not a party to this Agreement will not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 nor shall its terms be binding on any person other than the parties to it.

Signed on behalf of XXXX Housing Association

..... Head of Housing

..... Date

Witnessed by:

Signed on behalf of Dacorum Borough Council

..... Strategic Housing, Group Manager

.....Date

Witnessed by:

Author	
Responsible officer	

Date of publication		Date of last version	
Version no.		Date of expiry	
Associated documents			



Report for:	Cabinet
Date of meeting:	30 July 2019
Part:	1
If Part II, reason:	

Title of report:	Houses in Multiple Occupation
Contact:	Cllr Margaret Griffiths, Portfolio Holder for Housing Lynne Hunt, Private Sector Housing Team Leader
Purpose of report:	<ol style="list-style-type: none"> 1. To provide Cabinet with an update on the developments within Private Sector Housing and the work of the team. 2. To provide an overview of key legislative changes and an update to the Enforcement Policy. 3. To provide Cabinet with an overview of Houses in Multiple Occupation licencing requirements and the draft policy.
Recommendations	<ol style="list-style-type: none"> 1. Cabinet to note the update on the work of the Private Rented Sector Team. 2. For Cabinet to approve the Private Sector Enforcement Policy update. 3. For Cabinet to approve the Houses in Multiple Occupation Policy.
Corporate objectives:	<p>The Strategic Housing Service's responsibilities and activity in relation to the Private Rented Sector contributes to the following corporate objectives:</p> <p>Clean Safe and enjoyable environment Building Strong and vibrant communities</p>
Implications:	<u>Financial</u>
'Value for money' implications	<p>Failure to actively regulate the private rented sector could have financial implications for the council in relation to prevention of homelessness and in relation to pressures on temporary accommodation provision. Failure to effectively regulate and enforce in the private sector could have a reputational impact for the authority. Additionally undertaking enforcement action to improve the standards of the private rented sector will require sufficient staff resource and additional legal input.</p>

	<p><u>Value for money</u></p> <p>Any income gained from activity related to regulating the private rented sector, is ring-fenced and must be retained for expenditure within the general fund to deliver an effective private sector housing service.</p>
Risk implications	The risk register presented to members on a quarterly basis will take the new remit into consideration.
Community Impact Assessment	In view of the objectives of licensing for Houses in Multiple Occupations (HMOs) - which are to ensure that all tenants can live in safe, warm and secure accommodation - it is felt that a Community Impact Assessment is not applicable. The private rented sector, in particular HMOs, houses a younger and transient population than the national average. HMOs in particular will have higher proportion of migrants and vulnerable younger people. The impact of licensing is not felt to have a negative effect on any of the groups protected under the Equality Act 2004.
Health and safety Implications	<p>One of the key aspects of work with the private rented sector is to ensure that homes are safe to live in. Where problems with a health and safety implication are found in rented properties the landlord will be required to remedy these, or face enforcement action if they do not. This is guided by the Housing Health and Safety Rating System (HHSRS)</p> <p>https://www.gov.uk/government/collections/housing-health-and-safety-rating-system-hhsrs-guidance</p>
Monitoring Officer/ S151 Officer comments	<p>Monitoring Officer:</p> <p>Local housing authorities are under a duty to review housing conditions in their districts under Part I of the Housing Act 2004 which includes private sector housing,</p> <p>The attached policy documents set out how the Council meets its obligations under the Housing Act 2004. *****</p> <p>S.151 Officer</p> <p>The private sector housing service has an approved budget for 2019/20 that reflects the financial needs of the service to deliver the policies outlined in this report.</p> <p>The fees and charges in relation to HMO licencing, highlighted in appendix 5, were introduced in 2019 and will monitored to ensure they fairly reflect the costs incurred in providing and enforcing these licences. *****</p>
Consultees:	Natasha Beresford, Group Manager, Strategic Housing

	<p>Fiona Williamson, Assistant Director Housing</p> <p>Mark Gaynor, Corporate Director Housing and Regeneration</p> <p>Herts and Beds Private Sector Housing Network</p> <p>Hertfordshire Fire Service</p>
Background papers:	<p>Appendix 1 - Enforcement Policy</p> <p>Appendix 2 - Tenant Fees Act Guidance</p> <p>Appendix 3 – Homes (Fitness For Human Habitation) Act 2018</p> <p>Appendix 4 - Houses in Multiple Occupation Policy</p> <p>Appendix 5 – New fee charges for HMOs</p>
Glossary of acronyms and any other abbreviations used in this report:	<p>Houses in Multiple Occupation (HMO)</p> <p>Private Rented Sector (PRS)</p> <p>Full Time Equivalent (FTE)</p> <p>Housing Health and Safety Rating System (HHSRS)</p> <p>Ministry of Housing Communities and Local Government (MHCLG)</p> <p>Final Management Order (FMO)</p> <p>Key Performance Indicator (KPI)</p>

1. Introduction

- 1.1. In January 2018, the housing service took on the responsibility for regulating private sector housing.
- 1.2. We have continuously reviewed the transferring service, to ensure we are offering a structured and consistent service to allow households in the borough access to suitable, affordable and secure housing.
- 1.3. In July 2018, H&COSC reviewed the service approach to enforcement and HMO licencing and the Enforcement Policy was subsequently approved at Cabinet.
- 1.4. The purpose of this report is to provide members with an update on developments within the service and our response to legislative change. The report also includes an amendment to the Enforcement Policy and a draft Houses in Multiple Occupation Policy for consideration.

2. Context

- 2.1. On a national scale, the private rented sector is the fastest growing housing tenure type, having more than doubled in size over the last decade. A 2016 BRE Integrated Stock Model Report has identified that there are 65,289 dwellings in Dacorum, 11,700, or 18% of which, are privately rented properties.

2.2. As a result of growing national focus on this tenure type, there has been revision of guidance and an introduction of new legislation in this area during 2018/19.

3. Remit, Staffing and Resources

3.1. The Private Sector Housing team sits within Strategic Housing and now includes a dedicated Team Leader following approval for growth at 2019 Budget Scrutiny. The team structure chart can be seen at *appendix 6*.

3.2. The remit of this team is as follows;

- Regulation of the Private Rented Sector (PRS) landlords and property standards
- Licencing Houses in Multiple Occupation (HMO)
- Interventions for owner occupier properties or Registered Providers where there are Category 1 Hazards, as defined by the HHSRS, and works outstanding
- Energy Efficiency Standards and Fuel Poverty
- Prevention of illegal evictions or harassment
- Empty Properties (as defined in 4.1)

3.3. Due to the capacity of the current staffing resource, change in guidance and legislation the team's primary focus has been on developing new procedures, policy and regulation of HMO's (which are felt to be a higher risk area). As a result, the team have yet to start tackling Empty Homes across the borough.

3.4. The table below is a basic overview of some of the key areas of work the team have undertaken since the transfer. The data below is taken from the monthly and quarterly KPI's and the status of the team workloads as at May 2019.

Enquiries received since June18 to May19	Total = 272 0-3 days to respond = 239 4-10 days to respond = 24 11 or more days to respond = 9
Inspections/visits undertaken since June18 to May19	205
FOI's received since June18 to May19	29
MP Enquiries received since June18 to May19	7
Current staff workloads (as at 1 May 2019)	Private Sector Enforcement Officers = 127 Private Sector Support Officer = 37 Environmental Health Officer = 36 Home Energy Officer = 28
Current HMO licence status	Licenced = 46 Pending licence = 32 Awaiting supporting documentation = 24

3.5. The above information gives an indicator of the work demands in the team; each enquiry is required to be investigated, visits undertaken and any remedial action advice given to the landlord. On average enquiries remain

active and open with an officer for 8 weeks to enable the officer to undertake all necessary enquiries, ensure that the landlord has completed remedial works and any follow up inspections. The above data does not include follow up inspections, only initial visits.

- 3.6. Key Performance Indicator reporting over the past 12 months has shown a rising demand through direct approaches by tenants and enforcement work required by the team. The figures also show that we have an increase in approaches and service requests following our proactive work, which involved action days, estate/letting agent visits, advertising via Twitter and Facebook, newsletters and door knocking exercises.
- 3.7. The team are also responsible for two properties under Final Management Orders (FMO) following successful prosecution in 2014 & 2015. Prosecution related to serious nuisance activity and disrepair within both properties, affecting residents and the local community.
- 3.8. An FMO is granted if the local authority is not satisfied that they would be able to grant a licence to the landlord or if there is a need to protect the health, safety or welfare of persons occupying the house on a long-term basis. A FMO is granted for a period 5 years. The council took the decision in 2014 to pass the daily management to Squires Estate Agents. Although both properties are managed in this way, the team must regularly review both FMO's to ensure the operation of the order and in particular, the management scheme and whether keeping the order in force in relation to the house with or without making any variations is the best alternative available to them.

4. Identification of Empty Homes

- 4.1. The Housing Act 2004 gives local authorities powers to tackle empty homes by using Empty Dwelling Management Orders. Local authorities should be engaging with owners and landlords and considering enforcement action, where it is identified that a property is unoccupied for at least 6 months or more and has no reasonable prospect of it being occupied in the near future.
- 4.2. The service has access to data held by the Council Tax department in relation to empty homes within the borough and as at the 1 May 2019, records show that there are 103 empty homes within the borough, which have been empty for two or more years.
- 4.3. Long-term empty homes represent a wasted resource, and cause a number of problems for the owner and the surrounding neighbourhood:
 - Empty properties are a wasted resource that could provide an additional home in an area of high housing need
 - Aid in the prevention of homelessness thus reducing demand for social housing and temporary accommodation
 - Empty homes attract crime and anti-social behaviour
 - They reduce the value of surrounding properties
 - They are often an eyesore in the neighbourhood
 - They can be costly for the owner to maintain

- And they are costly to the Local Authority to investigate

4.4. Returning an empty home to use has benefits for everyone in the area, by:

- Providing additional housing
- Reducing crime and vandalism in the area
- Regenerating the area
- Reducing the need for new developments
- Unlocking potential capital for the owner

4.5. Due to the level of resourcing available to the service on transfer to Housing in January 2018, efforts have been focussed on upskilling the team and developing a robust approach to the more high profile areas, such as HMO licensing, with the impending legislative change, which carry a greater risk if not identified and addressed. There have been no active complaints to the service with regards to Empty Homes and therefore no enforcement action has been taken to date.

4.6. The service intends to consider a proposal for further consideration as part of 2019/20 budget scrutiny for resourcing an approach in relation to empty properties.

5. Implementing Central Government Policies

5.1. A specific Private Sector Enforcement Policy was approved at Cabinet in July 2018 but due to legislative change since this time, a revision to the policy is proposed and can be seen at appendix 1. Additionally a HMO Policy has been drafted (appendix 4) to take account for the new legislation introduced by Central Government. This paper will draw attention to the key changes.

5.2. HMO Licensing Reform

5.2.1. In December 2017, the Ministry for Housing, Communities and Local Government (MHCLG) published a response to the proposed HMO licensing reforms. The new reforms offer major revisions to the HMO legislation extending the definition of an HMO to include houses with less than three storeys. This will mean all HMOs will be required to apply for a license regardless of the number of storeys the property has. Dacorum currently has 44 licensed HMOs in the borough.

5.2.2. This legislation went live in October 2018, Central Government have advised Local Authorities to prepare for a minimum increase of 350 properties, which could take the number of HMOs in Dacorum closer to 400. However it is noted that a Building Research Establishment (BRE) stock modelling report undertaken in 2016 identified a figure of 916 HMOs across Dacorum, it is not clear from this report how many of the identified properties would potentially be licensable under a

scheme as the report was commissioned prior to legislative change. It is clear that the service has not yet identified all HMOs at this point (though it has more than doubled the number that are identified)

5.2.3. To achieve this, all suspected HMO's are being logged and inspected by the team. This involves writing to landlords of suspected HMO's informing them of the changes in definition and the requirement to apply for a licence. Failure to do so will result in enforcement action. Currently further plans are being developed to undertake a larger scale detection approach in collaboration with local agencies and letting agents.

5.3. Homes (Fitness for Human Habitation) Act 2018

5.3.1. This Act amends the Landlord and Tenant Act 1985 to create a new duty on landlords to ensure homes are fit for human habitation at the start of tenancy and throughout. The term fitness will be amended from the nine factors e.g. repairs, water supply, freedom from damp to also include any category 1 hazard under the HHSRS. Based on our knowledge of current properties with this category of hazard, this is approximately 1,800 homes in Dacorum.

5.4. Tenant Fees Act 2019

5.4.1. This Act defines what lawful charges a landlord or letting agent may place upon a tenant at the commencement or during the tenancy. The Act provides new enforcement powers for Trading Standards to take action where it is considered that a landlord or agent is charging unlawfully and local authorities are required to work in partnership with Trading Standards to support any such investigation or enforcement action.

6. Service demands & performance 2018/19

6.1. At present DBC has two Management Orders on properties, which are set to expire in 2019 and 2020.

6.2. We have provided 19 energy efficiency grants via Hertfordshire Warmer Homes since November 2017. The project co-ordinators have requested further investment from the council for the next 3 years; this is currently being considered by Housing Senior Management team.

6.3. Minimum Energy Efficiency Standards for the private rented sector were introduced in April 2018 for new tenancies and renewing an existing tenancy. In the last 12 months, we have been raising Landlord's awareness of the standards and advising on compliance. In the next 12 months, we will be consulting on the Council's approach to enforcement of the Minimum Energy Efficiency Standards in readiness for April 2020 when the standards will apply to all new and existing private rented sector tenancies. Further information on the Council's work to promote energy efficiency is available in

the Council's Home Energy Conservation Act Progress Report 2017-19.

- 6.4. As at 1 May 2019 the council has 46 licenced HMO's. With a further 52 applications currently pending at various stages of assessment. Landlords are required to provide a variety of documentation to support their application, which includes gas and electrical safety certificates, DBS check and Energy Performance Certificate. In addition to vetting and checking documents received from landlords, the Officers are required to undertake scheduled inspections for each new application and then subsequent inspections at Year 2 and 4 of an approved licence. Following inspection visits it is normal for landlords to be required to undertake works to support their application. Each application is also subject to a 21-day objection period, this process means that licencing of a HMO is lengthy and often takes as much as 120 days.
- 6.5. Details of the fees payable by a landlord when submitting a HMO licence application can be found at appendix 5, it is important to note that HMO licence costs and income generated through enforcement action is ring fenced for investment back into the service area.
- 6.6. The website pages for the Private Sector Housing Team have been reviewed and updates, providing Dacorum landlords and tenants easily accessible guidance for the private sector. Individual factsheets have been created outlining the HHSRS identifiable hazards and the standards required when letting a property in the PRS.
- 6.7. A quarterly Private Housing Newsletter is now issued for landlords and tenants, the newsletter provides the latest legislation, news and updates from central government and advice for both parties on how to approach these changes as they happen in the sector.
- 6.8. Our dedicated landlord forum is run in partnership with the National Landlords Association is ran twice a year. The forum provides update to attending landlords on the latest enforcement guidance and changes; this is to ensure landlords within the borough keep a consistent approach when letting properties in the area.
- 6.9. With the government's increasing focus on the private rented sector, we will need to provide our landlords and tenants guidance for various acts which will be affecting the sector. The Homes (Fitness for Human Habitation) Act 2018 we will be a crucial tool for tenants to use if their homes are not meeting the required standards for human habitation. A guidance and information booklet is currently being developed within the team to and is intended for publication online in the summer 2019. This guide will provide tenants information on how to access support and advice from the Private Sector Housing Team if they are concerned about property standards.
- 6.10. The team is in liaison with Trading Standards to agree a collaborative approach to investigating breaches of the Tenant Fees ban. As this legislation comes into effect on 1 June 2019, the service is currently developing information and guidance to update our website with information on the permitted fees and how breaches can be reported. Further details will

be issued via our summer newsletter to subscribers.

7. Understanding Dacorum's Private Sector and future needs

- 7.1. As mentioned, earlier in the report a BRE stock model report of the private sector in Dacorum was undertaken in 2016. We are required to undertake a further report during this financial year to gain a better understanding of the sector and challenges specifically to Dacorum. This will assist the service in shaping our future approach to improving conditions across the borough.
- 7.2. Undertaking an private sector stock condition survey will assist the service to establish a clear direction and fulfil our commitment of developing a Private Sector Housing Strategy. This will be developed in partnership with landlords, tenants, letting agents and other professional partners.

8. Fees and Charges

- 8.1. The service has worked closely with external legal advisors and our finance department to develop a new breakdown of costs to support a revision to our licence fee charges. The charges were approved at Cabinet in January 2019.

9. Conclusion

- 9.1. This report also draws Cabinet members' attention to key legislative changes, which the team are required to meet over the next year.
- 9.2. Through the amended PRS Enforcement Policy and the drafted HMO Policy, the service sets out a proposal for regulating the PRS. These draft documents offer Cabinet members an opportunity to help shape the approach taken.
- 9.3. Finally, the report informs members of the work that is on going to regulate the service and the challenges faced.

10. Recommendations

- 10.1 That Cabinet approve the attached policy documents recently reviewed by Housing and Communities overview and Scrutiny Committee.



Private Rented Sector (PRS) Enforcement Policy

Last reviewed May 2018

Private Rented Sector Housing Enforcement Policy

This policy is managed and adhered to by the housing service. will be reviewed on a regular basis.

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1.0 Policy overview

- 1.1 Introduction
- 1.2 Aim(s) of the policy
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 - 2.3.11 Prosecution
 - 2.3.12 Injunction
 - 2.3.13 Tenant Fees Ban
 - 2.3.14 Fitness Homes

3.0 Links to other corporate strategies and policies

4.0 Legislation

1.1 Introduction

Dacorum Borough Council (DBC) is committed to ensuring that all Dacorum residents living in the private rented sector live in homes that are safe and meet the required standards.

We recognise most landlords want to be compliant and provide a good standard of home to their tenants. This policy sets out how we will take appropriate action using powers outlined in relevant legislation (i.e. Housing Act 2004 and more specifically the Health and Safety Rating System [HHSRS]) to tackle 'rogue landlords' that have a clear disregard for their responsibilities and the safety of their tenants.

This policy defines enforcement as any action taken by the Private Rented Sector Housing Team. This is not limited to formal enforcement action such as notices, civil penalties or banning order. It also includes offering advice or undertaking an initial investigation of a complaint.

This policy covers all types of property in the Private Rented Sector; it does not however include empty homes. It will make reference to owner occupiers.

1.2 Aim(s) of the policy:

The aims of this policy are to:

- Outline a range of enforcement options available to the Private Rented Sector Housing Team;
- Ensure a fair, reasonable and consistent approach to enforcement is used in accordance with all appropriate guidelines and legislation; and
- Provide tenants and landlords with an overview of the consequences of enforcement action.

1.3 Links to Council's corporate aims:

This policy supports the council's corporate priorities which are set out in ['Delivering for Dacorum – Corporate Plan 2015-2020'](#).

1.4 Equality and diversity

The council is committed to promoting equality of opportunity in housing services and has procedures in place to ensure that all Applicants and Tenants are treated fairly and without unlawful discrimination.

1.5 Policy Statement(s)

All landlords in Dacorum are required to take responsibility for managing their properties so their tenants live in good conditions and feel safe and secure in their home.

All complaints received will be fully investigated before action is taken.

We will take action against landlords that do not effectively maintain their properties or cause unnecessary upset for their tenants.

We will use a range of powers delegated to the council to achieve a positive outcome for tenants living in poor conditions.

We will ensure all officers are competent and have a thorough understanding of current and upcoming legislation so any action taken by the council against landlords is informed.

Where required we will also use powers to maintain the safety of owner occupiers.

2.0 Private rented sector enforcement policy detail

2.1 Powers to investigate

We will fully investigate all complaints and requests we receive using relevant powers to gather information and gain access to properties where necessary. Investigations will be undertaken by officers who will determine whether enforcement action is required.

As part of our investigations, in line with section 235 of the Housing Act 2004, we may request documentation to be produced in order to:

- Identify whether any offence has been committed under Parts 1-4 of the Housing Act 2004; or
- Support our functions as a local authority under Parts 1-4 of the Housing Act 2004.

So that we can determine details of anyone with an interest in the property being investigated (e.g. occupier, mortgagee, lessee or someone who is directly or indirectly receiving rent payments), a Requisition for Information may be served under section 16 of the Local Government (Miscellaneous Provisions) Act 1976.

A response to such notice must be provided within 14 days. Failing this, or deliberately providing false information, could result in a fine.

In line with section 237 of the Housing Act 2004, we will also liaise with Housing Benefit and Council Tax departments where appropriate, to gather information which will support our investigations.

Where required, we will carry out inspections of the property in question. Under Section 239 of the Housing Act 2004, authorised officers have a power of entry to properties at any reasonable time to carry out an inspection. At least 24 hours' notice will be given to owners (if known) and occupiers (if any) ahead of a property inspection unless in the case of an emergency, or where there is imminent risk to the health and wellbeing of persons using the premises.

We are not required to give notice of entry if we are seeking to determine whether an offence has been committed under sections 72 (offences in relation to licensing of HMOs), 95 (offences in relation to licensing of houses) or Section 234 (offences in relation to HMO management regulations).

If admission is refused, premises are unoccupied or prior warning of entry is likely to defeat the purpose of the entry, then we can apply for a warrant to be granted by a Justice of the Peace.

This warrant will include a power to enter by force, if necessary.

Following an inspection, a written response may be provided, usually in the form of a letter. It will include information on:

- what legislation is contravened
- what works are required and why
- wherever possible agreed timescales
- the nature of the enforcement action the authority may take in the future.

All investigations we carry out into alleged breaches will follow best professional practice and meet all necessary requirements of relevant legislation (as listed in 4.0).

2.2 Determining the need for enforcement action

All enforcement action taken will be both proportionate and reasonable. When deciding the type of action required, we will consider:

- The seriousness of the deficiencies identified in the property;
- The past history of compliance;
- The confidence in management and the degree of willfulness involved;
- The consequences of non-compliance;
- The existence of statutory duties or discretionary powers; and
- The likely effectiveness of the various enforcement options.

When deciding the appropriate action, we will also consider the views of the tenants and landlord, as well as any relevant partners e.g. the Fire Service.

Depending on the outcome of these consideration we may choose from a range of enforcement options, including:

- take no action;
- take informal action;
- take statutory action, e.g. service of Statutory Notices;
- carry out works in default;
- issue licences with conditions, remove licences or vary licence conditions;
- issue a caution;
- management orders;
- civil penalties;
- banning orders;
- rent repayment orders
- prosecute; or seek an injunction.

Investigative cases (and any enforcement action as a result) are regularly reviewed by senior officers to ensure a consistent approach in deciding the appropriate enforcement action to be carried out.

2.0 Private rented sector enforcement policy detail

2.3 Enforcement action options

2.3.1 Take no action

Where an officer has investigated a complaint and no breach of legislation or concerns are identified, no action will be taken.

2.3.2 Informal action

- Informal action that is either verbal advice, requests or warnings, or letters and inspection reports can be used when:
 - concerns identified are not considered a serious risk;
 - there is not a significant risk to the safety or health of the occupant or others as a result of the property;
 - informal action will be more effective and/or quicker than formal action; or
 - there is confidence in the Manager/owner or there is evidence they have previously responded well to advice and guidance from the team.

In the case of informal action, where the level of risk is not high and the landlord or managing agent is willing to work with the team, we will allow a reasonable timeframe for recommended works to be carried out. If works are not carried out in this time, the level of enforcement will increase.

2.3.3 Statutory action

If a property has a category 1 hazard under the HHSRS, we are legally required to take enforcement action.

In these cases, enforcement action may take the form of:

- an improvement notice (including suspended notices);
- a prohibition order (including suspended orders);
- a hazard awareness notice;
- emergency remedial action;
- an emergency prohibition order;
- a demolition order; or
- declaration of a clearance area.

Any orders undertaken or notices served will be accompanied by a statement of reasons under section 8 of the Housing Act 2004. All notices issued will include timescales that are reasonable and comply with statutory legislation.

We will maintain contact with the landlord or managing agent throughout the duration of the notice to ensure they comply with any requirements.

Landlords and managing agents can request an extension by contacting the officer who served the notice and outlining the reasons why an extension is required. This will be considered by the management team, who will approve or reject extensions. The outcome of this decision will be given to the landlord or managing agent in writing within 7 days of the request.

If a notice is not complied with, we will escalate the level of enforcement.

2.3.4 Works in default

If a landlord refuses or fails to carry out repairs following a notice, we will carry out works in default.

In most circumstances, a person will be given notice of our intention to carry out works in default. Where we are required to do this, the landlord will be charged for the repairs, any administration costs and for the time of the officers involved.

It is an offence for any person to obstruct the council or any of the contractors or agents that have been employed to carry out the works.

2.3.5 Variation and revocation of a licence

We will vary a licence where it is considered that there has been a change of circumstances since the licence was granted. A licence will be revoked following a change in ownership; death of the licence holder or by agreement with the licence holder if the property is no longer licensable.

We will revoke a licence if the licence holder or manager is no longer deemed to be a fit and proper person.

2.0 Private rented sector enforcement policy detail

2.3.6 Simple Caution

Officers may use simple cautions where someone has committed a less serious crime. Simple cautions warn people that their behaviour has been unacceptable and makes them aware of the legal consequences should they commit further offences. Simple cautions can only be issued where:

- Page 50
- there is evidence an offender is guilty
 - the offender is eighteen years of age or over
 - the offender admits they committed the crime
 - the offender agrees to be given a caution

If the offender does not agree to receive a caution, then they are likely to be prosecuted instead.

Simple cautions will not be used where there is history of offending within the last two years, or where the same type of offence has been committed before.

The case officer will present cases to the Private Rented Sector Enforcement Panel for authority to issue a simple caution. The Cautioning Officer will be the Group Manager, Strategic Housing who will act in conjunction with the Solicitor to the Council, who is the head of Legal Services and they will follow the cautioning procedure from the Ministry of Justice guidance. Where appropriate, the issue of a simple caution will be notified to a home authority, originating authority, lead authority or primary authority.

If an offender refuses to accept a formal caution, the delegated officer will refer the matter to the Head of Legal Services who may pursue a prosecution, taking into account the relevant guidance and the council's constitution.

2.3.7 Management orders

Under Part 4 of the Housing Act 2004 we will take over the management of privately rented property through a management order in certain circumstances (where a privately rented property is unlicensed/no suitable licence holder can be found).

Section 26 and Schedule 3 of the Housing and Planning Act 2016 allows us to also make a management order in circumstances where a banning order has been made and where a privately rented property is being let in breach of a banning order (see section 2.3.9)

2.3.8 Civil Penalties

Civil penalties are a financial penalty we can impose under the Housing Act 2004 and the Housing and Planning Act 2016 (section 23, 126 and schedule 9), as an alternative to prosecution. In Dacorum, civil penalties will be used for the following:

- Failure to comply with an Improvement Notice (section 30 of the Housing Act 2004);
- Offences in relation to licensing of Houses in Multiple Occupation (section 72 of the Housing Act 2004);
- Offences in relation to licensing of houses under Part 3 of the Act (section 95 of the Housing Act 2004);
- Offences of contravention of an overcrowding notice (section 139 of the Housing Act 2004);
- Failure to comply with management regulations in respect of Houses in Multiple Occupation (section

The Private Sector Housing Team will work with the dedicated Environmental Health Officer to review cases and determine the level of civil penalty. The amount decided can range up to a maximum of £30,000.

Factors that will contribute to the level of civil penalty imposed include:

- The severity of the case and the harm caused to the tenant or others as a result of the property;
- Any previous enforcement action taken against the landlord or managing agent, including evidence of previously failing to comply;
- The level of punishment required to deter the landlord or managing agent from failing to take responsibility for their tenants and properties in the future; and
- Any financial gain acquired by the landlord or managing agent as a result of their failings.

We will also use powers to assess a landlord's assets and any income they receive (not just rental income) when determining an appropriate penalty.

Landlords cannot be prosecuted for the same offence if we have already issued a Civil Penalty. Additionally, we cannot issue a Civil Penalty if we are already in the process of prosecuting a landlord.

We will issue a civil penalty for each individual breach of the management regulations for Houses in Multiple Occupation.

2.0 Private rented sector enforcement policy detail

2.3.9 Banning orders

A banning order is an order by the first-tier Tribunal that bans a landlord from:

- Letting houses in England; and
- Engaging in letting agency or property management work in England.

We will use banning orders in cases where we believe an individual poses high risk as a practicing landlord (based on evidence that has occurred after April 2018).

A banning order will be issued for a minimum of 12 months, but there is currently no maximum amount of time a banning order can be in place for. When applying for a banning order we will consider the level of harm or risk created by the landlord's actions and use this to make a recommendation to the first-tier tribunal for the length of time a banning order should be in place.

2.3.10 Rent repayment orders

Under the Housing Act 2004, rent repayment orders can be used when the landlord of a property has failed to obtain a licence for a property that was required to be licensed. Specifically, offences in relation to licensing of Houses in Multiple Occupation (section 72(1)) and offences in relation to licensing of houses under Part 3 of the Act (section 95(1)).

Section 41 of the Housing and Planning Act 2016 extended the use of rent repayment orders meaning we can now also apply for a rent repayment order for the following:

- Failure to comply with an improvement notice under section 30 of the Housing Act 2004;
- Failure to comply with a prohibition order under section 32 of the Housing Act 2004;
- Breach of a banning order made under section 21 of the Housing and Planning Act 2016;
- Using violence to secure entry to a property under section 6 of the Criminal Law Act 1977; and
- Illegal eviction or harassment of the occupiers of a property under section 1 of the Protection from Eviction Act 1977.

It is important to note that tenants also have the right to apply for a rent repayment order.

Any rent paid following a rent repayment order will be returned to either the tenant (if rent was paid directly by them) or the council, (if rent was covered by Housing Benefit / Universal Credit). Where there is a split of benefit payment and personal income this will be split accordingly.

When pursuing a rent repayment order, we will do this on behalf of both the council and the tenants rather than tenants being required to use this power and make a separate application.

When a landlord commits the following:

- Failure to comply with an Improvement Notice (section 30);
- Offences in relation to licensing of Houses in Multiple Occupation (section 72(1));
- Offences in relation to licensing of houses under Part 3 of the Act (section 95 (1))

We can also issue a civil penalty notice (see section 2.3.8).

When applying for a rent repayment order we will:

- Inform the landlord that the local housing authority is proposing to apply for a rent repayment order and explain why;
- State the amount that the local housing authority is seeking to recover;
- Invite the landlord to make representations within a period specified in the notice which must be at least 28 days.

2.3.11 Prosecution

Where a local housing authority decides to prosecute when a landlord has committed breaches in more than one local housing authority area, it should consider the scope for working together with other local housing authorities.

2.0 Private rented sector enforcement policy detail

A prosecution will only take place where it is in the public interest and where there is sufficient evidence to support that course of action. In a case where there is sufficient evidence to warrant a prosecution but the public interest would not benefit from such a course of action, then a Simple Caution may be used as an alternative (see section 2.3.6).

Any decision to prosecute will initially be considered by the Private Rented Sector Enforcement Panel. The panel will consider any mitigating reasons to not pursue prosecution, such as;

- Any reasonable explanation provided by the individual or company.
- Evidence that the individual or company intends to prevent a recurrence of the problem
- An individual's age and state of health
- The offender's attitude to the offence

If prosecution is deemed appropriate, then the case will be fully prepared and referred to the Legal Team for consideration. All prosecutions will be brought without unavoidable delay and generally there is a requirement to lay information with the Courts within six months of the identified date that the offence was committed.

2.3.12 Injunction

We may ask to issue an injunction against a landlord to prevent certain actions, activities or threats being carried out.

2.3.13 The Tenant Fees Act 2019

This Act defines what lawful charges a landlord or letting agent may place upon a tenant at the commencement of or during the tenancy. The Act provides new enforcement powers for Trading Standards to take action where it is considered that a landlord or agent is charging unlawfully, local authorities are required to work in partnership with Trading Standards to support any such investigation or enforcement action.

2.3.14 The Homes (Fitness for Human Habitation) Act 2018

This Act amends the Landlord and Tenant Act 1985 to create a new duty on landlords to ensure homes are fit for human habitation at the start of tenancy and throughout. The term fitness will be amended from nine factors e.g. repairs, water supply, freedom from damp to also include any category 1 hazard under the HHSRS. This Act is to provide greater support to tenants and the Private Sector Housing Team will provide assistance to tenants wishing to seek further advice about possible action.

2.4 Community Safety and Landlord Responsibility

Landlords in Dacorum may be asked to attend a multi-agency meeting with service such as the police or social care if we consider there to be a risk to their tenants. The Private Sector Housing Team will request meetings in writing on behalf of the Community Safety Partnership.

2.5 Rogue Landlord Database

From 01 April 2018, the Housing and Planning Act 2016 requires us to input the details of any landlord or managing agent that we issue a banning order against onto a national database. This database can be accessed by all Local Housing Authorities.

Under section 30 of the Housing and Planning Act 2016, we can also input the details of landlords or managing agents who receive two civil penalties within a 12-month period. While this is discretionary, we are committed to tackling rogue landlords and believe that where two civil penalties have been issued within 12 months, it is appropriate to use this power.

2.0 Private rented sector enforcement policy detail

2.6 Owner Occupiers

There may be occasions we are required to intervene and use powers on owner occupiers. This will be administered largely through hazard awareness notices.

However, the use of improvement notices, prohibition notices and their emergency equivalents will be considered in cases involving:

- Vulnerable elderly people who are judged incapable of making informed decisions about their own welfare
- Vulnerable individuals who require the intervention of the council to ensure their welfare is best protected
- Hazards that might reasonably affect persons other than the occupants
- Serious risk of life-threatening harm such as electrocution or fire

2.7 Registered Providers

We expect Registered Providers (RP) to ensure their homes are the required standard. If these are not completed tenants will be advised to use the in house complaints process or contact the Housing Ombudsman Service.

If the RP does not take appropriate action or we have concerns for the safety of the tenant, we can intervene and take action.

2.8 Staff competency

This policy is administered by the dedicated Private Sector Housing Team. All officers in the team are authorized to enforce delegated powers on behalf of the council.

The competency of officers to regulate the private rented sector through investigation and enforcement is maintained by completion of mandatory training and any relevant qualifications.

2.9 Exceptions to policy

While we are committed to working with tenants and landlords, the following situations may impact our involvement and ability to use enforcement powers:

- where the tenant(s) unreasonably refuse access to the landlord, managing agent or landlord's builder, to arrange or carry out works
- where the tenant(s) have, in the opinion of the council, clearly caused the damage to the property they are complaining about, and there are no other items of disrepair
- where the complaint is found to be trivial or has no reasonable justification on visiting the property

- where the tenant(s) have, in the opinion of the council, clearly caused the damage to the property they are complaining about, and there are no other items of disrepair
- where the tenant(s) have requested a service and then failed to keep an appointment and not responded to a follow up letter or appointment card
- where the tenant(s) have been aggressive, threatening, verbally or physically abusive towards officers
- where the tenant unreasonably refuses to provide the council with relevant documentation

2.10 Appeals

Where a statutory notice / order is served, or a licensing decision is made, the method of appealing the decision will be included within the documentation provided. This will include the full postal address and contact information for the relevant appeal body and the relevant time period to submit an appeal.

To reduce the potential for unnecessary appeals, clear reasons will be given, wherever possible, to a person against whom enforcement action is being taken.

2.0 Private rented sector enforcement policy detail

2.11 Publicising Outcomes

Verdicts and sentences in criminal cases are given out in open court and are a matter of public record. Evidence suggests that the public wants to know about the outcomes of local court cases. This information is also a legitimate way of engaging communities and making criminal justice services more transparent and accountable.

We may publicise the outcomes of criminal cases and basic personal information about the convicted offender, in accordance with guidance issued by the Criminal Justice System (Publicising Sentencing Outcome, CJS, 2011).

We will publicise action taken with the aim to:

- Reassure the public;
- Increase trust and confidence in the criminal justice system;
- Improve the effectiveness of the criminal justice system, and
- Discourage offending and/or re-offending.

3.0

Links to other corporate documents

This policy links to and should be read in conjunction with the following policies and strategies:

- HMO policy
- [Homelessness Strategy](#)
- [Fire Safety guidance for HMO's](#)
- [Fit & proper statement](#)
- [Regulators statement](#)
- ['Delivering for Dacorum – Corporate Plan 2015-2020'](#)

4.0

Legislation

The legislation listed below will be taken into consideration when implementing this policy:

- [Housing Act 2004](#)
- [The Human Rights Act 1998](#)
- [The Equality Act 2010](#)
- [The Regulation of Investigatory Powers Act 2000](#)
- [The Police and Criminal Evidence Act 1984 – Codes of Practice](#)
- [Enforcement Guidance issued under section 9 of the Housing Act 2004](#)
- [The Criminal Procedures and Investigations Act 1996](#)
- [The Legislative and Regulatory Reform Act 2006](#)
- [The Code for Crown Prosecutors](#)
- [The Enforcement Concordat](#)
- [Homes \(Fitness for Human Habitation\) Act 2018](#)
- [Tenant Fees Act 2019](#)

Tenant Fees Act 2019: Guidance for landlords and agents

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ABOUT THE BAN

Please note: this guidance applies to England only.

What fees can I ask a tenant to pay?

You cannot require a tenant (or anyone acting on their behalf or guaranteeing their rent) to make certain payments in connection with a tenancy. You cannot require them to enter a contract with a third party or make a loan in connection with a tenancy.

The only payments you can charge in connection with a tenancy are:

- a) [the rent](#)
- b) [a refundable tenancy deposit](#) capped at no more than five weeks' rent where the annual rent is less than £50,000, or six weeks' rent where the total annual rent is £50,000 or above
- c) [a refundable holding deposit](#) (to reserve a property) capped at no more than one week's rent
- d) [payments to change the tenancy](#) when requested by the tenant, capped at £50, or reasonable costs incurred if higher
- e) [payments associated with early termination of the tenancy](#), when requested by the tenant
- f) [payments in respect of utilities, communication services, TV licence and council tax](#); and
- g) [A default fee for late payment of rent and replacement of a lost key/security device, where required under a tenancy agreement](#)

If the fee you are charging is not on this list, it is a **prohibited payment** and you should not charge it. A **prohibited payment** is a payment outlawed under the ban.

If you are uncertain as to whether a charge is permitted, you should consider contacting Citizens Advice or obtaining legal advice. You could contact your [local trading standards authority](#) or the lead enforcement authority.

You cannot evict a tenant using the [section 21 eviction procedure](#) until you have repaid any unlawfully charged fees or returned an unlawfully retained holding deposit. All other rules around the application of the section 21 evictions procedure will continue to apply.

In the Act “in connection with a tenancy” is defined as requirements:

- by a landlord or letting agent in consideration of, or in consideration of arranging for, the grant, renewal, continuance, variation, assignment, novation or termination of a tenancy

- on entry into a tenancy agreement, or an agreement relating to a tenancy with a letting agent, containing provisions requiring the tenant to do any of those things
- pursuant to a provision of a tenancy agreement, or pursuant to an agreement relating to a tenancy with a letting agent, which requires or purports to require the person to do any of those things in the event of an act or default of the person or if the tenancy is varied, assigned, novated or terminated; and
- as a result of an act or default related to the tenancy unless pursuant to, or for breach of, a tenancy agreement, or an agreement relating to a tenancy with a letting agent; and
- in consideration of providing a reference for a former tenant

You are permitted to ask a tenant to pay:

a) [the rent](#)

You should agree the amount of rent to be paid with the tenant when agreeing to let the property. The rent should be paid at regular, specified intervals. The amount charged will usually be equally split across the tenancy. In the first year of the tenancy, you must not charge more at the start of the tenancy compared to a later period.

For example, you cannot require a tenant to pay £800 in month one and £500 in month two onwards – the additional excess of £300 in month one will be a [prohibited payment](#). But, if appropriate, you may decrease the rent (without penalty) during the first year if agreed by the tenant once the tenancy has started or under a rent review clause that enables both rent increases and decreases.

b) [a refundable tenancy deposit \(capped at no more than five weeks' rent where the total annual rent is below £50,000, or six weeks' rent where the total annual rent is £50,000 or above\)](#)

You may ask a tenant to pay a tenancy deposit as security for the performance of any obligations, or the discharge of any liability arising under or in connection with the tenancy for example in case of any damage or unpaid rent or bills at the end of the tenancy. You are not legally required to take a deposit. In any case, you must not ask for a deposit which is more than five weeks' rent where the annual rent is less than £50,000. If the annual rent is £50,000 or greater the tenancy deposit is capped six weeks' rent. Any amount above this will be a [prohibited payment](#).

Any deposit you request must usually be protected in one of the three Government backed [tenancy deposit schemes](#) within 30 days of taking the payment. You must provide the tenant with information as to where and how their deposit is protected. The deposit is the tenant's money and you will need

to provide evidence to substantiate any deductions from the deposit at the end of the tenancy if challenged.

c) [**a refundable holding deposit \(capped at no more than one week's rent\)**](#)

You may ask a tenant to pay to demonstrate a commitment to rent the property whilst referencing checks take place. You cannot ask a tenant for a holding deposit which is more than one week of the total rent for that property. If you ask for a holding deposit which is above one week's rent, this will be a [prohibited payment](#).

You may only accept one holding deposit for one property at any one time. If you accept more than one, this will be a prohibited payment. You should stop advertising a property once a holding deposit has been agreed to be paid.

You must refund the holding deposit where a tenant later enters into a tenancy agreement, the landlord decides not to rent the property, an agreement is not reached before the **'deadline for agreement'** (and the tenant is not at fault), or if you impose a requirement that breaches the ban and/or act in such a way that it would be unreasonable to expect a tenant to enter into a tenancy agreement with you (i.e. including unfair terms in a tenancy agreement or harassment etc.)

The **'deadline for agreement' for both parties** is usually 15 days after a holding deposit has been received by a landlord or agent (unless otherwise agreed in writing).

You can only retain a tenant's holding deposit if they provide false or misleading information which reasonably affects your decision to let the property to them (i.e. calls into question their suitability as a tenant, this can include their behaviour in providing the false or misleading information), they fail a right to rent check, withdraw from the proposed agreement (decide not to let) or fail to take all reasonable steps to enter an agreement (i.e. responding to reasonable requests for information required to progress the agreement) when the landlord and/or agent has done so. Where you wish to retain the holding deposit, you must set out in writing the reason for this within 7 days of deciding not to enter the agreement or the **'deadline for agreement'**.

d) [**default fees \(for late payment of rent and replacement of a lost key/security device, where required under a tenancy agreement\)**](#)

You can only charge a tenant a default fee where this has been written into the tenancy agreement and this is for a late payment of rent (which is more than 14 days overdue) or a lost key/security device giving access to the housing.

The fee will be a [prohibited payment](#) where this exceeds interest at more than 3% above the Bank of England's annual percentage rate for each day that the payment is outstanding (for a late rent payment) or the reasonable costs incurred by the landlord or agent (for a replacement key/security device). The Act does not affect any entitlement to recover damages for breach of contract.

- e) [changes to the tenancy \(capped at £50 or reasonable costs if higher\)](#)
Where a tenant requests a change to the tenancy agreement (e.g. a change of sharer or permission to keep pets on the property) you are entitled to charge up to £50 for the work involved in amending the tenancy agreement or the amount of your reasonable costs if they are higher. It is good practice for a landlord or agent to agree to reasonable requests to vary the tenancy agreement. The general expectation is that the charge will not exceed £50. You should provide evidence to demonstrate the reasonable costs of carrying out the work if you wish to charge above £50. Any charge that exceeds the reasonable costs you have incurred will be a [prohibited payment](#).

Please note: the provisions on a change to the tenancy does not apply to a renewal or to the length of the tenancy. From **1 June 2019**, agents and landlords will not be able to charge for a renewal of a tenancy under the Act. However, if the tenancy was entered into before **1 June 2019** and it was agreed in their contract to pay certain renewal fees, then a landlord or agent can charge these fees for a new fixed-term agreement or statutory periodic agreement up until **31 May 2020**.

- f) [early termination \(capped at the landlord's loss or agent's reasonable incurred costs\)](#)
If a tenant requests to leave before the end of their tenancy you are entitled to charge an early termination fee. This must not exceed the financial loss that a landlord has suffered in permitting, or reasonable costs that have been incurred by the agent in arranging for, the tenant to leave early.

This usually means that a landlord must not charge any more than the rent they would have received before the tenancy reaches its end. It is good practice to agree to any reasonable request to terminate the tenancy agreement early. If there are no missed rent payments, we encourage you to not charge any early termination fees unless you can demonstrate through evidence to the tenant that specific costs have been incurred (e.g. marketing and referencing costs). Any payment that exceeds the landlord's financial loss or an agent's reasonable costs will be a [prohibited payment](#).

- g) [council tax, utility and communications services](#)

Tenants are still responsible for paying bills in accordance with the tenancy agreement, which could include council tax, utility payments (gas, electricity, water) and communication services (broadband, TV, phone). There is associated consumer protection legislation which prohibits landlords from over-charging for these services. The Office of Gas and Electricity Markets, 'OFGEM', fixes maximum resale prices under section 44 of the Electricity Act 1989, section 37 of the Gas Act 1986 and the Water Resale Order 2006 governs the maximum price for water.

When does the ban apply?

It depends on when a tenancy agreement was entered into. The ban is being introduced in two stages.

1. From **1 June 2019**, if you enter into a tenancy agreement, student let or licence to occupy housing in the private rented sector, you will be prohibited from charging any fees or other payments that are not included in the list of permitted payments [above](#).

Landlords will be responsible for the costs associated with setting up, renewing or ending a tenancy (i.e. referencing, administration, inventory, renewal and check-out fees). Agents and landlords do not have to pay back any fees that have been charged to a tenant before **1 June 2019**.

Where a tenancy agreement was entered into before **1 June 2019**, you will still be able to charge fees until **31 May 2020**, but only where these are required under an existing tenancy agreement. This might include, for example, fees to renew a fixed-term agreement where a tenant had already agreed to pay these. However, you should consider whether it is necessary to charge in such instances. Where fees are charged, businesses such as letting agents are prohibited from setting unfair terms or fees under existing consumer protection legislation.

2. From **1 June 2020**, the ban on fees will apply to all applicable tenancies and licences to occupy housing in the private rented sector. You will not be able to charge any fees after this date (apart from those fees which are expressly permitted under the ban – see above).

What does this mean for existing tenancy agreements?

If a tenancy agreement was entered before **1 June 2019**, you can continue to require a tenant to pay fees written into that agreement (e.g. check-out or renewal fees) until **31 May 2020**.

After **1 June 2020**, the term requiring that payment will no longer be binding. Should you, in error, ask a tenant to make such a payment, you should return the payment

immediately and must return this within 28 days. If you do not return the payment within 28 days, you will be treated for the purposes of the Act as having required the tenant to make a prohibited payment (a payment that is outlawed under the ban).

You do not need to return any amount of tenancy deposit that is over the cap for tenancy agreements that were entered into before the Tenant Fees Act came into force. For more information on this, please read the [Tenancy Deposit](#) section.

Who does the ban apply to?

The ban applies to all assured shorthold tenancies, tenancies of student accommodation and licences to occupy housing in the private rented sector in England. The majority of tenancies in the private rented sector are assured shorthold tenancies.

In this guidance 'tenant' includes licensees. '**Relevant persons**' are any persons acting on behalf of a tenant or licensee or guaranteeing the rent.

Please note: certain licences to occupy are excluded from the Tenant Fees Act 2019, such as those granted under Homeshare arrangements (provided that the necessary conditions apply).

Local housing authorities, the Greater London Authority or a person or organisation acting on their behalf are excluded from the definition of relevant person under the Act and can continue to make payments in connection with a tenancy when acting on behalf of a tenant or guaranteeing their rent.

ENFORCEMENT

Q. Who will carry out enforcement of the Tenant Fees Act?

[Trading Standards](#) authorities have a duty to enforce the ban but district councils that are not Trading Standards authorities will also have power to enforce if they choose to do so. You can find your local trading standards authority [here](#).

Q. Who are Trading Standards?

[Trading Standards](#) are based within local authorities and enforce consumer rights. They can determine whether a tenant or relevant person has been charged an unlawful or unfair fee by a landlord or agent and can issue a fine for breach of the ban, if this has been established.

Q. Do tenants have any other enforcement options?

The Act also makes provision for tenants or relevant persons to be able to recover unlawfully charged fees through the [First-tier Tribunal](#) and, importantly, prevents landlords from recovering possession of their property via the [section 21 eviction procedure](#) until they have repaid any unlawfully charged fees or unlawfully retained holding deposit. Tenants can also seek repayment through the relevant [redress scheme](#) (where this concerns an agent).

Q. What is a Lead Enforcement Authority?

The Secretary of State (i.e. the Government) can arrange for a Lead Enforcement Authority whose duty it is to oversee the operation of the tenant fees ban and any other relevant letting agency legislation. The Secretary of State may themselves act as Lead Enforcement Authority.

Q. What evidence will I need?

You should keep any evidence of payments that you have requested a tenant to make; this could be:

- tenancy or pre-tenancy agreements
- any other relevant paperwork
- receipts and invoices
- bank statements
- correspondence from the tenant – emails, letters, texts
- notes that you made at the time or shortly after any conversation with a tenant

FINANCIAL PENALTIES AND CONVICTIONS

Overview

A breach of the legislation will usually be a civil offence with a financial penalty of up to £5,000, but if a further breach is committed within 5 years of the imposition of a financial penalty or conviction for a previous breach this will be a criminal offence. The penalty for the criminal offence, which is a banning order offence under the Housing and Planning Act 2016, is an unlimited fine.

Where an offence is committed, local authorities may impose a financial penalty of up to £30,000 as an alternative to prosecution. In such a case, local authorities will have discretion whether to prosecute or impose a financial penalty. Where a financial penalty is imposed this does not amount to a criminal conviction.

A breach of the requirement to repay the holding deposit is a civil offence and will be subject to a financial penalty of up to £5,000.

Q. What is considered to be a breach of the ban?

Each request you make for a prohibited payment is a breach. For example, the following would be considered multiple breaches:

- charging different tenants under different tenancy agreements prohibited fees
- charging one tenant multiple prohibited fees for different services at different times
- charging one tenant multiple prohibited fees for different services at the same time
- charging one tenant one total prohibited fee which is made up of different separate prohibited requirements to make a payment e.g. £200 requested for arranging the tenancy and doing a reference check= multiple breaches.

Where you are being fined for multiple breaches at once, and you have not previously been served a financial penalty, the financial penalty for each of these breaches is limited to up to £5,000 each.

Q. When will enforcement authorities decide to impose a financial penalty as an alternative to prosecution?

Enforcement authorities are expected to develop and document their own policy on when to prosecute and when to issue a financial penalty of up to £30,000 and should decide which option they wish to pursue, on a case-by-case basis, in line with that policy. Local authorities must have regard to statutory enforcement guidance issued by the Lead Enforcement Authority or Secretary of State.

Q. What factors will enforcement authorities take into account when deciding the appropriate level of financial penalty?

Enforcement authorities have discretion when determining the appropriate level of financial penalty within the limitations set out by the Act.

Enforcement authorities are expected to develop and publish their own policy on determining the appropriate level of civil penalties to impose. Generally, we expect the enforcement authority to consider each breach on a case by case basis and for the maximum amount to be reserved for worst offenders.

The actual amount levied in any particular case should be fair and proportionate reflecting the severity of the offence as well as taking in to account the landlord or agent's previous record of offending.

Q. Can a tenant receive compensation under the ban?

A tenant is entitled to be repaid the sum of any unlawfully charged fees, an unlawfully retained holding deposit or amounts paid under a prohibited contract as well as any interest awarded by the enforcement authority (in line with the Act).

Q. Will I be able to appeal an enforcement authority's decision to impose a financial penalty for breach of the ban?

Yes. You will be able to appeal to the [First-tier Tribunal](#) if you have been issued with a financial penalty in relation to the ban. An appeal against a financial penalty must be brought within 28 days from the day after the final notice was served. You may appeal against the decision to impose a penalty or the amount of the penalty.

Q. If I receive a financial penalty for breaching the ban, will I be added to the database of rogue landlords and property agents?

If you receive two or more financial penalties within a 12 month period, at a time when you were a landlord or agent, a local housing authority has discretion to include you on the database of rogue landlords and property agents. An offence under the Tenant Fees Act 2019 is a banning order offence under the Housing and Planning Act 2016.

Q. If I'm convicted of an offence under the ban, will I be added to the database of rogue landlords and property agents?

If you are convicted of an offence under the ban, this will constitute a 'banning order offence' under the Housing and Planning Act 2016. Local housing authorities have discretion over whether to include convictions for banning order offences on the database. If you have been convicted of a banning order offence, the local housing authority can apply to the [First-tier Tribunal](#) for a 'banning order'. Local housing

authorities are under a duty to record details of banning orders on the database. The government has published [guidance on banning order offences and banning orders](#).

Q. If I breach the ban on fees, can the local housing authority apply to the First-tier Tribunal for a banning order?

If you are convicted of an offence under the ban, the local housing authority may wish to consider applying for a banning order against you. We have issued separate [guidance](#) for local housing authorities on banning orders. Banning orders will be reserved for the most serious offenders.

Where can I get more information about letting a property in England?

The Government's [How to Let guide](#) provides useful information on rights and responsibilities when letting out a property.

You should also consult the [How to Rent a Safe Home](#) guide for information about how to identify potential hazards and unsafe condition, and to understand a private landlord's legal obligations when letting a residential property.

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Which types of tenancy does the ban apply to?

The ban applies to [assured shorthold tenancies](#) (except social housing or long leases), tenancies of student accommodation and licences to occupy housing in the private rented sector in England. Most tenancies in the private rented sector are assured shorthold tenancies.

In this guidance 'tenant' includes licensees. '**Relevant persons**' are any persons acting on behalf of a tenant or licensee or guaranteeing the rent.

What is an assured shorthold tenancy?

A tenancy is likely to be an [assured shorthold tenancy](#) if all the following apply:

- the property is rented privately
- the tenancy started on or after 28 February 1997
- the property is the person's main accommodation
- the landlord doesn't live in the property

What is a licence to occupy housing?

A [licence](#) is personal permission for someone to occupy accommodation. A licence can be fixed term or periodic (usually rolling month-to-month).

The main instances where someone might have a [licence rather than a tenancy agreement](#) are where:

- there is no intention to enter into a legal relationship (e.g. a friend you invite to house sit while you're on holiday)
- there is no right to exclusive occupation (e.g. they are a lodger)
- the arrangement is a service occupancy (e.g. where an employee is required to occupy the accommodation under their contract as it is essential for performance of their duties).

PROHIBITED PAYMENTS

What payments are not permitted under the ban?

VIEWING FEES

Q. Can I ask a tenant to pay a fee to view a property?

No. You cannot charge for this as viewing a property is part of the process connected with granting a tenancy.

TENANCY SET-UP FEES

Q. Can I charge a tenant for setting up a new tenancy?

No. After the ban comes into force you cannot charge a tenant for any activity (except if it is listed in the permitted payments section above) or for your time in setting up a new tenancy. It is a landlord's responsibility to pay for services they contract, including any costs associated with setting up a tenancy. This includes fees for referencing and credit checks, guarantor fees and administration.

However, if the tenancy was entered into before **1 June 2019** and the tenant agreed in their contract to pay certain renewal fees, then you can charge these fees for a new fixed-term agreement or statutory periodic agreement up until **31 May 2020**.

From **1 June 2020**, the term requiring that payment will no longer be binding on the tenant. Until that time, you should consider whether it is necessary to charge in such instances. Where fees are charged, businesses such as letting agents are prohibited from setting unfair terms or fees under existing consumer protection legislation.

You may ask a tenant to provide information which supports you to carry out a reference check, such as:

- **bank statements** – to assess a tenant's income and ability to pay rent
- **a reference from a previous landlord** (you cannot ask a tenant to pay for this)
- **proof of address history** (usually up to 3 years)
- **details of current employer** – an employer can verify a tenant's income and confirm whether they are trustworthy, reliable and honest

There are several third-party organisations, including agent and landlord associations, which will carry out professional referencing checks for you at a small cost – typically a full tenant reference check should cost no more than £30.

You could also pay a small fee to check the [Register of Judgments, Orders and Fines](#) to see whether a tenant has received a County Court Judgement (CCJ) in the last six years. A CCJ is a judgement that a county court issues when someone has failed to pay money that they owe - a CCJ could indicate money problems or trouble paying bills. You should not rely wholly on this information alone as tenants may be fully able to meet the terms of a tenancy even if they have a CCJ.

You can also search the bankruptcy and insolvency register for free – this will tell you whether a tenant has gone bankrupt or signed an agreement to deal with their debts in England and Wales.

Any information you request must be treated in accordance with relevant data protection legislation, including most recently, the General Data Protection Regulations which came into force in April 2018.

Q. Can I charge a tenant for an inventory?

No. A landlord or agent may choose to carry out an inventory check but cannot charge a tenant for this service. An inventory is a written record of the condition the property was in at the start of the tenancy, including details of anything that was already damaged or worn. This record should be agreed by you and the tenant. Conducting an inventory check at the start of a tenancy is in the interest of both tenants and landlords, but the burden of proof will fall on the landlord to demonstrate that any claims for damages against a tenant's deposit at the end of your tenancy are justified. It is preferable for an independent person to undertake check in and check out reports (e.g. a specialist inventory clerk).

You can also take your own photographic evidence of the condition of the property. You would need to ensure that any such evidence is dated, and you should share a copy with your tenant. It is best for any photographic evidence of the property's condition to be accompanied by a schedule of condition.

TENANCY CHECK-OUT FEES

Q. Can I charge a tenant to check-out at the end of a tenancy?

No. You cannot charge a tenant for any services connected with the termination or ending of a tenancy (unless this relates to early termination requested by the tenant). However, if the tenancy was entered into before **1 June 2019** and a tenant agreed in their contract to pay exit fees, such as check-out or inventory fees, you can charge these fees up until **31 May 2020**. From **1 June 2020**, the term requiring that payment will no longer be binding on the tenant.

You should consider whether it is necessary to charge in such instances. Where fees are charged, businesses are prohibited from setting unfair terms or fees under existing consumer protection legislation. You cannot require a tenant to pay any fees not set out in their tenancy agreement or any agreement with an agent.

Q. Can I charge a tenant for a professional clean at the end of a tenancy?

No. You cannot require a tenant to pay for a professional clean when they check-out. However, if the tenancy was entered into before **1 June 2019** and a tenant agreed in their contract to pay such fees, you can charge these fees up until **31 May 2020**. From **1 June 2020**, the term requiring that payment will no longer be binding on the tenant.

You may request that a property is cleaned to a professional standard. Tenants are responsible for ensuring that the property is returned in the condition that they found it, aside from any fair wear and tear. Fair wear and tear is considered to be a defect which occur naturally or as part of the tenant's reasonable use of the premises.

You cannot require a tenant to use a particular company to clean the property. If the property is not left in a fit condition, you can recover costs associated with returning the property to its original condition and/or carrying out necessary repairs by claiming against the tenancy deposit. You should justify your costs by providing suitable evidence (e.g. an independently produced inventory, receipts and invoices).

You are not able to claim deductions from a tenant's deposit for any change in the condition of the property which is due to fair wear and tear or if a tenant returns the property in the same condition as it was found.

Q. Can I charge a tenant for checking-out on a Saturday?

No. You cannot require a tenant to pay a fee when they leave the property, or checks out, on a Saturday, or at any time over the weekend. If a tenant chooses to check-out on a Saturday, you may charge for this, but only where the tenant has been given a reasonable alternative that does not require a fee (e.g. a check out during office hours, if this required).

However, if the tenancy was entered into before **1 June 2019** and a tenant agreed in their contract to pay such fees then you can charge these fees up until **31 May 2020**. From **1 June 2020**, the term requiring that payment will no longer be binding on the tenant.

Q. Can a tenant's previous landlord or agent charge me to provide a reference?

Yes. If you request a reference directly from a tenant's previous landlord or agent, they can charge for this. You will be responsible for negotiating and paying any costs associated with obtaining a reference required from a previous landlord or agent.

THIRD PARTY FEES

Q. Can I charge a tenant fees through a third party?

No. Under the ban, you cannot require a tenant to pay for the services of a third party. However, if a tenant opts to employ the services of a third party, for example, by purchasing their own reference check or inventory service, they will be responsible for any associated costs.

Q. Can I require a tenant to obtain a reference?

No. You cannot require a tenant obtain a reference through a third-party reference service as a condition of granting a tenancy, but a tenant could opt to obtain such a reference voluntarily. You can ask a tenant to supply a reference from a former landlord or agent, but the previous landlord or agent cannot charge the tenant for this. If you request a reference directly from a tenant's previous landlord or agent, and they want to charge for doing this, you will have to negotiate this with the previous landlord or agent directly and pay any associated costs if required.

Q. Can I charge a tenant to undertake a credit check through a third party?

No. You can ask a credit referencing agency to carry out a check on a tenant, and you can ask the tenant to provide the necessary details to complete the check. However, you cannot make the tenant pay for this. If the tenant does not provide the information reasonably required by the third party to carry out a check and they have been given reasonable notice, you may be able to retain their holding deposit, if they paid one.

Q. Can I refuse to let to a tenant if they do not have a reference check provided by a third party?

No. You cannot require a tenant to meet any conditions that could only be met by paying a fee for a third-party service. This means that you cannot require a tenant to pay a fee through a third party where there is an alternative option which does not require a fee but imposes an excessive or unrealistic requirement on the tenant. For example, you cannot ask a tenant to pay a fee to a third party for a credit check where the alternative requires them to provide five years' bank statements.

You can ask a tenant to provide any information you reasonably require in order to undertake referencing or credit checks through a third party. If a tenant does not provide this when requested and they have been given reasonable notice, you could be entitled to retain their holding deposit, if they have paid one.

Q. Can I ask a tenant to pay for gardening services?

No. You cannot require a tenant to pay for gardening unless this has been included as part of the rent.

Q. Can I ask a tenant to take out insurance through a third-party?

No. You cannot require a tenant to do this, although they may choose to do this voluntarily.

Q. Can I charge a tenant for a rent guarantor?

No. You can ask a tenant to provide a suitable rent guarantor as a condition of granting the tenancy; however, you cannot ask the tenant or their guarantor to pay any fees associated with meeting this condition (e.g. referencing or administration costs).

Q. Can a tenant opt to pay for a third-party service?

A tenant can use the services of a third party if they choose to do so. For example, a tenant may use a reference checking company, a deposit replacement product or an inventory service. However, a tenant cannot be required to do so by a landlord or agent in connection with a tenancy.

You cannot require a tenant to meet any conditions that could only be met by paying a fee for a third-party service (e.g. requiring a professional clean at the end of the tenancy). However, you may ask a tenant or give them the option to do something as an alternative to complying with a different requirement which is permitted under the ban. For example, if the tenant is required to pay a default fee under a tenancy agreement to cover the reasonable costs of a replacement key, you could give them the option to replace the lost key at their own cost and time through a third-party. Alternatively, you may give a tenant the option of using a deposit replacement product instead of paying a tenancy deposit. Where possible, we encourage landlords and agents to be flexible.

Q. Can a tenant opt to use an agent to act on their behalf?

If a tenant chooses to employ an agent to act on their behalf, for example, a relocation agent, to support them in finding housing to rent in England whilst they are living overseas or outside of the area, the agent would be permitted to charge the tenant for such services (provided that the tenant rents housing from that agent and the agent does not work on behalf of the landlord).

Q: Can I ask a tenant to pay for chimney sweeping services?

No. Under the ban, landlords or letting agents cannot require tenants to pay for the services of a third party, including chimney sweeping services. If the tenants prefer to employ the services of a third party, they will be responsible for any associated costs.

Landlords have a duty to ensure the property is maintained safely and should consider the potential risks associated with chimneys. If the tenancy agreement prohibits tenants from using a fireplace or to have the chimney swept and the tenants failed to comply with the restriction or obligation and this constitutes a loss to the landlord i.e causes damage or additional expense, the landlord may seek to recoup this loss from the tenancy deposit.

Please note: you cannot evict a tenant using the [section 21 eviction procedure](#) until you have repaid any unlawfully charged fees or returned an unlawfully retained holding deposit. All other rules around the application of the section 21 evictions procedure will continue to apply.

PERMITTED PAYMENTS

What payments are permitted under the ban?

RENT

Q. Can I ask a tenant to pay more rent in the first few months to cover the cost of banned fees?

No. Under the ban, you cannot require a tenant to enter into an agreement that 'front loads' the rent at the start of a tenancy i.e. by charging more for the first month(s) of the tenancy. The amount of rent charged should normally be equally split across the first year of the tenancy.

However, after the tenancy has begun, you can reduce or increase a tenant's rent without breaching the Tenant Fees Act if agreed with the tenant or under a rent review clause in the tenancy agreement (provided that the rent review clause permits both a rent reduction or increase according to the circumstances).

Q. Can I increase the rent part way through the tenancy?

You can increase the rent if a tenant agrees to this or under a rent review clause in the tenancy agreement (in the first year of the tenancy, this is provided that the rent review clause would also have permitted a rent decrease). If the tenancy is an assured shorthold periodic tenancy, you can also increase the rent annually by notice in accordance with section 13 of the Housing Act 1988.

If you seek to increase the rent by way of a section 13 notice the tenant may apply to the [First-tier Tribunal](#) for determination of the reasonable rent.

You may want to consider including a rent review clause in the tenancy agreement to enable you to discuss any changes in rent level with the tenant at an appropriate time.

Q. Can I ask a tenant to pay rent upfront if they don't have a suitable guarantor or reference checks?

Yes. You could ask a tenant to pay their rent in a lump sum but should consider if this is necessary and affordable for the tenant. You cannot charge any more in an up-front lump sum payment than would have been chargeable over the fixed-term of the tenancy. For example, if the rent is £500 a month and the tenancy is for a fixed-term of six months, you cannot ask a tenant to pay more than £3,000 up front.

A tenancy agreement must not ask a tenant to pay more rent in the first month compared to a later period (the rent instalments should be **split equally** across the first year of the tenancy). You could reasonably ask a tenant to pay more than one rent instalment at the start of the tenancy but only where the tenancy agreement does not require this as a single rent payment. For example, if the rent was £400 per

month, you could ask a tenant to pay three months' rent upfront (3 x £400 = £1200), but the tenancy agreement could not make a tenant liable (responsible) to pay £1200 in the first month and then £400 every month after that.

Q. If a tenant cannot afford to pay the tenancy deposit, can I increase the rent as an alternative to taking a tenancy deposit?

You should discuss with the tenant whether there is a suitable deposit alternative available to them. They may be able to access a loan from a third-party scheme or secure a guarantee to cover damages and/or unpaid rent.

You should make clear to the tenant that they will often still be responsible for the costs of any damages and/or unpaid rent at the end of the tenancy, even where they have paid an up-front fee to a third-party or they have used a deposit replacement product.

The amount that you ask for in rent should be fair, in line with other similar properties in the area and clearly advertised to the tenant. You should be clear and up-front with tenants about what the rent covers (whether this includes certain utilities or council tax). This will allow tenants to make an informed decision about whether they can afford a property.

TENANCY DEPOSITS

Q. What is a tenancy deposit?

A tenancy deposit is a refundable payment that a landlord or agent can ask a tenant, or a relevant person (i.e. someone acting on a tenant's behalf) to make. This provides a landlord with security if a tenant causes damage to a property, does not return it in its original condition, does not pay their rent or breaks the terms of their tenancy agreement.

The level of tenancy deposit you can ask a tenant to pay depends on the total annual rent for the property.

- If the total annual rent for the property is less than £50,000, the maximum tenancy deposit you can ask a tenant to pay is up to five weeks' rent.
- If the total annual rent for the property is £50,000 or above, the maximum tenancy deposit you can ask a tenant to pay is up to six weeks' rent.

You can calculate the total annual rent using one of the following formulae:

- total monthly rent x 12
- total weekly rent x 52

You can calculate the total weekly rent using one of the following formulae:

- (your monthly rent x 12) ÷ 52
- your annual rent ÷ 52

Joint vs. individual tenancy agreements

Where a property is let separately on a room-by-room basis, this is **an individual tenancy**. The tenant is only liable for the rent set out in their agreement.

Where there is a **joint tenancy**, liability (responsibility) for payments such as the tenancy deposit and rent is spread across named persons on the tenancy agreement. In this case, the cap on tenancy deposits relates to the total weekly rent for the property for which all tenants are jointly liable.

Q. How much tenancy deposit can I ask a tenant to pay?

Where a tenant has an **individual tenancy**, you cannot ask them to pay a tenancy deposit that is more than five weeks of the rent set out in their tenancy agreement (unless their annual rent is £50,000 or above per year).

Where there is a **joint tenancy agreement**, you cannot require each tenant individually to pay a tenancy deposit equivalent to five weeks' rent (where the total annual rent for the property is less than £50,000) or six weeks' rent (where the total annual rent is £50,000 or more).

For example, where there are three tenants who are jointly liable (responsible) for a total weekly rent of £240, you cannot ask each tenant to pay a tenancy deposit of up to five times the total weekly rent (5 x 240 = £1200). The maximum this group of tenants could be asked to pay as a tenancy deposit between them would be £1200. They may then choose to split this equally so that each person would pay £400.

Tenants in a joint tenancy agreement are jointly and severally liable (i.e. all those named on the contract bear equal responsibility) for paying the rent – therefore the cap on tenancy deposits applies to the weekly rent liability which can be spread across the tenants.

For properties where the total annual rent is less than £50,000, five weeks' rent is the statutory maximum you can ask a tenant to pay as a tenancy deposit if they enter into a tenancy agreement on or after 1 June 2019.

For properties where the total annual rent is £50,000 or more, six weeks' rent is the statutory maximum you can ask a tenant to pay as a tenancy deposit if they enter into a tenancy agreement on or after 1 June 2019.

Q. Do I have to take a tenancy deposit?

You are not obliged to take a tenancy deposit and you should consider on a case by case basis whether to take a tenancy deposit and the appropriate level of deposit to take.

A deposit equivalent to five weeks' rent (where the total annual rent is under £50,000) or six weeks' rent (where the total annual rent is £50,000 or more) is the upper limit and in many scenarios the amount of deposit requested will be less. The average level of tenancy deposit taken is between four and five weeks' rent. You should discuss with the tenant an appropriate level of tenancy deposit they should pay.

For assured shorthold tenancies, any deposit that you request from a tenant must be protected with one of the three Government backed [tenancy deposit protection schemes](#) within 30 days of taking the payment. You must also provide the tenant with information about where and how their deposit is protected. The deposit is the tenant's money and you will need to provide evidence to substantiate any claims against the deposit at the end of the tenancy. If you do not protect the deposit, a tenant can seek up to three times the amount back from you by going through the courts. Citizens Advice provide more information on this [here](#).

Q. When does the tenancy deposit cap apply?

From 1 June 2019, the cap on tenancy deposits will apply to new applicable tenancies. This includes assured shorthold tenancies, tenancies of student accommodation and licences to occupy housing in the private rented sector in England.

From 1 June 2019, the cap applies to fixed term contracts which are renewed for another fixed term – even if this is at the same property – as they will be a new applicable tenancy. Landlords and letting agents will be required at this point to repay the amount of the deposit held which is over the five (or, where appropriate, six) week cap.

If the tenant's held deposit is protected in a Government approved scheme, this deposit should be returned within 10 days of the tenant and the landlord agreeing on the amount to be returned (minus any deductions for fair wear and tear for example) at the end of the tenancy. If the deposit is *not* protected (most likely the case if a tenant is a lodger, a student in university halls of residence or if they have an assured or protected tenancy), it should still be returned at the end of the tenancy (minus any agreed deductions). If a landlord does not do this, a tenant has the option to seek a refund through the courts.

Q. If a tenant paid a tenancy deposit which exceeds the cap before 1 June 2019, do I need to re-pay the amount of the deposit above the cap?

No. Landlords and letting agents are not obliged to immediately refund part of a tenancy deposit that is above the cap but was paid before 1 June 2019. If a tenant signed a tenancy agreement before 1 June 2019 (and that tenancy is continuing or is a statutory periodic agreement) then the tenant will be bound by the terms of that contract until it is either renewed or terminated.

Q. What is the transition period? How will it apply to me?

There is a 12 month transition period from 1 June 2019 to 31 May 2020. This is to allow time for landlords and letting agents to renegotiate their agreements.

From 1 June 2019, any provision which breaches the ban in a continuing tenancy agreement which was signed before this date continues to be legally binding on the tenant. This includes continuing assured shorthold tenancies, tenancies of student accommodation, licences to occupy housing and statutory periodic tenancies which arise during the transitional period from a fixed term which was signed before 1 June 2019. This means the tenant will continue to be liable for any payments agreed to in the tenancy which might occur within this transitional period.

Q. What happens after the transition period?

From 1 June 2020, any provision in continuing tenancies that breach the fee ban or deposit cap will no longer be legally binding. This includes continuing assured shorthold tenancies, tenancies of student accommodation, licences to occupy housing signed before 1 June 2019 and statutory periodic tenancy agreements arising during the transitional period from a fixed term signed before 1 June 2019.

A landlord or agent does not need to immediately return any part of the deposit which is in excess of the cap (as this payment was not made after the cap came into force). However, you will be required to refund the deposit at the end of the tenancy in the usual way and any new tenancy agreed after this will need to comply with the new tenancy deposit cap.

Q. Why is the tenancy deposit cap higher for properties with a total annual rent of £50,000 or more?

Certain high-end properties have higher costs associated with them in terms of more expensive fittings and furnishings. The costs of any damage and unpaid rent at the end of the tenancy is therefore greater in such properties.

Q. Can I take a higher amount of tenancy deposit if a tenant has a pet?

No, there are no special provisions or exemptions if you have a pet. A landlord or agent can only take a tenancy deposit up to a maximum of five weeks' rent (where the total annual rent is less than £50,000) or six weeks' rent (where the total annual rent is £50,000 or more). This provision applies universally, regardless of circumstance.

DEPOSIT OPTIONS

Q. Can a tenant use a rent deposit scheme to help pay the tenancy deposit?

Yes. A third party may offer tenants a loan for the tenancy deposit as part of a rent deposit scheme. Usually, the scheme lends the tenant money in advance and they will be required to pay it back over a period of time. These schemes are often run by local authorities and housing associations, but also certain employers and charity providers. Where possible, you should support the tenants in accessing such schemes.

Q. Can a tenant use a rent guarantee or bond scheme to cover damages or unpaid rent?

Yes. Several third parties offer rent guarantee or bond schemes, often to people on low incomes or at risk of homelessness. These providers will offer you a written agreement to guarantee a tenant's liability for rent payments, default fees or damages.

Q. Can a tenant use a deposit replacement product?

Yes – if you agree to this and the tenant has been given alternative option which is explicitly permitted under the ban (a tenancy deposit up to five weeks' rent (where the total annual rent is less than £50,000) or six weeks' rent (where the total annual rent is £50,000 or more)).

A tenant could be asked to pay a non-refundable fee up-front to a third-party as an alternative to paying a cash deposit. A deposit replacement product may require a fee (sometimes equivalent to one week's rent, a monthly payment for the duration of their tenancy, an annual levy or premium). In return, the scheme provider will agree to cover the cost of any damages up to a certain level and recover these costs from the tenant separately.

You cannot require a tenant to use a deposit replacement product but may allow it as an option without contravening the fees ban. You should discuss with the tenant whether this would be the right option for them.

HOLDING DEPOSITS

Q. What is a holding deposit?

A landlord or agent can take a holding deposit from a tenant to reserve a property whilst reference checks and preparation for a tenancy agreement are undertaken.

You cannot ask a tenant for **more than one week's rent as a holding deposit** (this cap is based on the total agreed rent for the property). For example, if there are three tenants who are jointly liable for the agreed total weekly rent of £240, you cannot charge each tenant a £240 holding deposit. The maximum this group of tenants could be asked to pay as a holding deposit between them would be £240. They may then choose to split this equally so that each person would pay £80.

You should stop advertising a property once a holding deposit has been paid. Landlords and agents can only accept one holding deposit for one property at any one time. You are not permitted to take multiple holding deposits for the same property.

The cap of one week's rent on holding deposits is an upper limit and not a recommendation. You are not obliged to take a holding deposit and should consider on a case by case basis whether it is appropriate to take a holding deposit and the appropriate level of deposit to take.

Q. What are my responsibilities?

- ✓ You should provide tenants with clear information about why you are requesting a holding deposit, including the sum that is required and the circumstances where they may lose all or part of the deposit (in accordance with the Tenant Fees Act 2019).
- ✓ You should not waste a tenant's time. You should be clear and up-front with tenants about your expectations and check that they meet the basic income and credit worthiness requirements before taking a holding deposit from them. If you consider that they will not be a suitable tenant, you should not take a holding deposit from them. You may do this by having an informal discussion with a tenant about the requirements to let the property (e.g. acceptable level of income).
- ✓ You should provide your tenant with a copy of the tenancy agreement before taking the holding deposit.
- ✓ You should clearly define what you consider to be *credit worthiness* – tenants should have a clear understanding of what might count against them so that they have the opportunity to provide any relevant information. If this includes previous missed and late payments, you should make this clear to the tenant.

- ✓ You must not unlawfully discriminate against a tenant on the basis of their disability, sex, gender reassignment, pregnancy or maternity, race, religion or belief or sexual orientation.

Landlords will usually have two weeks (14 days) to enter into a tenancy agreement with a tenant once a holding deposit has been received by the landlord or agent. This is before the **'deadline for agreement'**, which is the 15th day after the holding deposit has been received. However, you may agree a different **'deadline for agreement'** with the tenant in writing (which could be more or less than 14 days).

You should provide a tenant with clear information that sets out:

- the amount of deposit they have paid
- the agreed rent for the property
- the specified date for reaching an agreement (**'the deadline for agreement'**)
- other material agreed terms you will be letting the property on

You will be able to use this as evidence should a tenant challenge your decision to retain a holding deposit.

You must refund a tenant's holding deposit in full within 7 days of:

- entering into a tenancy agreement with the tenant
- you choosing to withdraw from the proposed agreement; or
- the **'deadline for agreement'** passing without a tenancy having been entered

A holding deposit can only be retained where a tenant:

- provides false or misleading information which you can reasonably consider when deciding to let a property – this can include a tenant's behaviour in providing false or misleading information
- fails a right to rent check
- withdraws from a property (unless a landlord or agent imposed a requirement that breached the ban or acted in such a way to the tenant or relevant person that it would be unreasonable to expect a tenant to enter into a tenancy agreement with them)
- fails to take all reasonable steps to enter into a tenancy agreement and the landlord or agent takes all reasonable steps to do so (unless a landlord or agent imposes a requirement that breaches the ban or acts in such a way to the tenant or relevant person that it would be unreasonable to expect a tenant to enter into a tenancy agreement with them).

You must return the holding deposit if you impose a requirement that breaches the ban or act in such a way towards a tenant or a relevant person that it would be

unreasonable to expect them to enter into a tenancy agreement with you (e.g. a landlord or agent asking a tenant to pay a fee for referencing, seeking to include an unfair term in the tenancy agreement or acting in an aggressive or harassing way).

You must set out in writing why you are retaining a tenant's (or a relevant person's) holding deposit within 7 days of deciding not to let to them if this is before the **'deadline for agreement'** or within 7 days of the **'deadline for agreement'** passing, otherwise you forfeit the right to retain their holding deposit and must return it to them.

Even where you are entitled to retain a tenant's holding deposit, you should consider whether it is necessary to do so. We encourage landlords and agents to decide on a case-by-case basis whether to retain part of the deposit and understand that they may only need to cover specific costs which have been incurred (for example, referencing checks). You should be able to provide evidence of your costs to demonstrate that they are reasonable.

A tenant will be able to recover their holding deposit via the local authority (usually [Trading Standards](#)) or [First-tier Tribunal](#) where:

- you do not have legitimate grounds to retain their holding deposit
- you retain their holding deposit but do not provide the tenant with notice setting out why you are retaining the deposit (within 7 days of deciding not to let to them or within 7 days of the **'deadline for agreement'** passing)

Unlawfully retaining a holding deposit is a civil offence with a penalty of up to £5,000.

Q. What do you mean by a requirement which breaches the ban on fees?

A tenant is entitled to a full refund of their holding deposit where a landlord or agent imposes a requirement that breaches the ban. For example, you must return a tenant's holding deposit if you have required a tenant to pay a fee to carry out referencing checks or to pay a tenancy deposit which is more than five weeks' rent (where the total annual rent is under £50,000).

Q. What do you mean by a landlord or agent behaving in such a way that it would be unreasonable to expect the tenant to enter into an agreement with them?

You are required to return a tenant's holding deposit if you behave in such a way that it would be unreasonable to expect the tenant enter into a tenancy agreement with you (e.g. pressuring a tenant to enter into a tenancy agreement which contains unfair terms or acting in aggressive or harassing manner).

Please note: an unfair term to a tenant is one that creates a disproportionate imbalance between a landlord and a tenant which is ultimately detrimental to the

tenant (e.g. requiring a tenant to pay a disproportionately high sum in compensation for not fulfilling an obligation in their tenancy agreement).

Q. Can I take more than one holding deposit?

No. A landlord or agent that accepts more than one holding deposit for the same housing will be in breach of the Tenant Fees Act. This means that any holding deposit taken where the landlord or agent is already in receipt of a holding deposit for the same housing will be a [prohibited payment](#).

The purpose of a holding deposit is to enable both the landlord and tenant to demonstrate their commitment to entering into a tenancy agreement on the terms agreed whilst reference checks are undertaken. A holding deposit creates a binding conditional contract between tenant and landlord. Under this contract, the tenant agrees to provide honest representations as to their income, tenancy history and references, and to enter into the tenancy under the terms agreed with the landlord. The landlord agrees to enter into the tenancy as per the agreed terms subject to satisfactory fulfilment of all pre-tenancy checks.

As such, you should not accept more than one holding deposit at any one time. You would be legally bound to enter the tenancy if the tenant fulfils their part of the obligations. Where you do not proceed with the tenancy agreement before the **‘deadline for agreement’**, you must refund the holding deposit to the tenant within 7 days. A landlord or agent cannot accept another holding deposit until the first has been repaid, unless you are entitled to retain a holding deposit in accordance with the Tenant Fees Act (e.g. where a previous potential tenant has provided false or misleading information which affects their suitability as a tenant).

Q. Can a tenant put down more than one holding deposit on different properties?

Tenants are not prevented from registering their interest in more than one property but should consider carefully before doing so. As a holding deposit creates a binding conditional contract between the tenant and landlord, by paying a holding deposit a tenant is agreeing to provide honest representations as to their income, tenancy history and references, and to enter into the tenancy under the terms agreed with the landlord or agent. If they withdraw from the agreement, they will not be entitled to have their holding deposit refunded and could be liable for other contractual remedies. The guidance for tenants therefore advises them that if they choose to put down more than one holding deposit, they should expect to lose this money on tenancies that do not progress.

Q. Do I need to protect a holding deposit in one of the three tenancy deposit protection schemes?

No, the holding deposit does not need to be protected in a tenancy deposit protection scheme. However, you must take reasonable steps to ensure that the money is held safely and that you can refund this to the tenant when necessary.

As required by law, from **1 April 2019**, any holding deposit taken by a letting agent must be protected through membership of a client money protection scheme. More information about the requirement for agents to belong to a scheme is available [here](#).

If you subsequently enter into a tenancy agreement with the tenant, any amount of their holding deposit that they agree can be used to offset a tenancy deposit payment that they are required to pay must be protected within a government approved tenancy deposit protection scheme within 30 days of the date of the tenancy agreement.

Q. Can I refund a tenant's holding deposit by putting it towards their first month's rent or tenancy deposit?

Yes. You can either refund the holding deposit directly to the tenant or put it towards their rent or tenancy deposit. However, you can only do so if the tenant has given their consent for this to happen. If a tenant consents for the holding deposit to be used as a contribution towards the tenancy deposit, you will have 30 days to protect this money (and their full tenancy deposit) within a Government-approved tenancy deposit protection scheme from the date of the tenancy agreement.

You cannot impose a charge where a tenant has requested that their holding deposit be refunded directly.

Q. Do I have to explain to a tenant why I have retained their holding deposit?

Yes, if you decide to retain all or part of your holding deposit you must be able to provide written evidence and explain the grounds for your decision. If a tenant disagrees with your decision or you do not provide a reasonable explanation or supporting evidence, a tenant can challenge your decision through the local authority (usually [Trading Standards](#)), a redress scheme (if it concerns an agent) or via the [First-tier Tribunal](#).

You must set out in writing to the tenant why you are retaining their holding deposit. A tenant is automatically entitled to have their holding deposit returned if you do not do this within:

- 7 days of deciding not to let the property to them if this is before the **'deadline for agreement'**.
- 7 days of the **'deadline for agreement'** passing (this is usually 15 days after a holding deposit has been paid unless otherwise agreed in writing)

Any written explanation should set out clearly the grounds under which you are entitled to retain their deposit and ideally any evidence which you have to support this.

Please note: you cannot evict a tenant using the [section 21 eviction procedure](#) until you have repaid any unlawfully charged fees or returned an unlawfully retained holding deposit. All other rules around the application of the section 21 evictions procedure will continue to apply.

Case studies

*Please note: the following list of case studies is **illustrative** and not exhaustive of the circumstances in which a landlord or agent may or may not retain a holding deposit.*

False or misleading information

Q. Can I retain a tenant's holding deposit if they provided false information for the reference check?

Yes. You may retain a holding deposit in this situation if a tenant provides false or misleading information and it is reasonable for you to take this, or the tenant's conduct, into account when deciding whether to grant the tenancy (i.e. the information is relevant to the tenant's suitability to rent the property or calls into question their credibility).

We encourage you to only retain as much of the holding deposit as needed to cover your costs. It may only be reasonable for you to retain a fee to cover the cost of any referencing checks which have been carried out. You should be able to provide evidence in the form of receipts or invoices to demonstrate the costs incurred.

Q. What qualifies as false or misleading information that I am reasonably entitled to take into account when deciding whether to let the property to a tenant?

You may, in some circumstances, retain a tenant's holding deposit if they provided false or misleading information. The holding deposit may be retained if the difference between the information a tenant has provided and the correct information, or their conduct in providing false or misleading information, materially affects your decision to grant the tenancy because it reasonably calls into question the tenant's suitability to rent the property.

This is likely to be the case only where the mistake casts doubt on a tenant's financial suitability or honesty, for example:

- the tenant's income declaration was significantly too high
- the tenant has provided information which is clearly inaccurate about their income or employment
- the tenant failed to disclose (when directly asked) any relevant information which later comes to your attention, such as valid County Court Judgements

You cannot retain a tenant's holding deposit if the false or misleading information they provided is not relevant to their suitability as a tenant, for example:

- where a tenant misspelled their name, the name of their employer or a previous address
- a tenant omitted to declare a previous address – and the omission had no bearing on their credit worthiness or other assessment of suitability
- the tenant slightly misstated their income

You must always provide the tenant with reasons in writing to explain why you are retaining their holding deposit and what the false and misleading information that they have provided is.

Q. In a joint tenancy, what happens to the holding deposit if one sharer provides false or misleading information or withdraws from the proposed agreement?

While you would be entitled to retain a holding deposit in this situation, we encourage you to consider on a case-by-case basis whether it would be appropriate and reasonable to do so.

Q. What if a tenant provided false or misleading information unknowingly?

You can still retain a tenant's holding deposit in this situation if it materially affects your decision to grant the tenancy but should consider whether it is necessary to do so. You should consider whether there are reasonable and legitimate circumstances under which the information a tenant has provided may not be corroborated by a relevant third party. This could be where:

- an employer holds out-of-date salary information
- a tenant has multiple sources of income/employment and it is hard to verify their overall income
- a tenant is self-employed or has an irregular income

Where you consider that a tenant has unknowingly provided false or misleading information, we encourage you to give the tenant the chance to rectify the mistake or to only retain the costs of undertaking the reference check rather than the full amount of the holding deposit.

Reasonable requests for information

Q. Can I retain a tenant's holding deposit if they do not provide all the necessary information to carry out referencing checks?

You should take all reasonable steps to engage with the tenant by responding promptly to any queries and making clear which information that they must provide in order for a tenancy to proceed. Similarly, a tenant should respond promptly to any reasonable request for information in respect of the tenancy. This is likely to include:

- **proof of ID:** passport or any other official form of ID
- **proof of residence:** recent bank statements, utility bills or voter registration confirmation or council tax statements
- **credit check:** you can ask a tenant for any information required in order to carry out a credit check – you should explain the credit worthiness requirements and ask the tenant to disclose any relevant information
- **proof of income:** recent bank statements, employer contact details, signed contract of employment or a letter from a tenant's employer

If a tenant fails to provide the necessary information in good time, and you can demonstrate that you have given them sufficient notice to provide this, you will be entitled to retain their holding deposit. You must provide reasons in writing to the tenant to explain why you have retained their holding deposit.

We would consider not providing the necessary information or documents to enable you to carry out a [right to rent check](#) as not taking all reasonable steps to enter into the tenancy.

Please note: landlords and tenants will usually have two weeks to enter into a tenancy agreement. The '**deadline for agreement**' is the 15th day after the holding deposit has been received by a landlord or agent. However, you may agree a different '**deadline for agreement**' with the tenant in writing.

Q. Can I retain a tenant's holding deposit if I do not properly explain the information required for referencing?

No. You can only retain the holding deposit if a tenant provided false or misleading information or failed to take all reasonable steps to enter into the tenancy agreement (when you have taken all reasonable steps).

You should not waste a tenant's time. You should clearly explain the criteria by which you judge suitability to rent the property (such as income and credit worthiness requirements). You should request relevant information that would enable you to determine this before accepting a holding deposit. When explaining the credit worthiness requirements, you should clearly define what you consider to be credit worthiness and the tenant should have a clear understanding of information they are required to disclose (e.g. whether this includes missed or late payments).

If a tenant provides accurate information but fails a reference check, you must still return their holding deposit.

Failed reference check

Q. Can I retain a tenant's holding deposit if they provided correct information but I do not consider that their references are good enough?

No. If a tenant has provided factually correct information which you have requested, but you do not consider their references to be sufficient in order to let the property, the tenant is entitled to a full refund of their holding deposit.

You cannot retain a tenant's holding deposit merely because you do not consider their references to be satisfactory. This also applies where you are not able to let the property for any other reason which is not the tenant's fault. Failing a reference check should not automatically disqualify a tenant from renting a property.

We encourage landlords and agents to consider on a case-by-case basis whether an adverse credit history or bad references affect someone's suitability as a tenant. You may ask a tenant to justify information which calls into question their credibility – such as a previous County Court Judgement (CCJ).

Q. Can I ask for additional financial assurances if a tenant has adverse credit history?

If a tenant has a poor credit history, you should consider whether additional financial assurances would be appropriate (e.g. a rent guarantor or rent payments in advance). You should discuss these options with the tenant.

Withdrawing from a property

Q. If a tenant decides that they no longer want to rent a property but has already put down a holding deposit, can I keep the holding deposit?

Yes. If a tenant changes their mind and decides to withdraw after paying a holding deposit, and they notify you of this before the **'deadline for agreement'** has passed, you are entitled to retain their holding deposit. Even if a tenant does not notify you of their decision to withdraw, you are still entitled to retain the holding deposit if they have not taken reasonable steps to enter into the tenancy before that date (i.e. providing reasonable information required to progress the tenancy) and you have taken all reasonable steps.

If a tenant has to withdraw from a property due to exceptional circumstances which are beyond their control, we would strongly encourage you to take this into account and consider returning the holding deposit in full. This could be, for example but not limited to circumstances where, a tenant's employment circumstances have changed, they have suffered with a physical or mental health crisis or they have experienced domestic violence from a cohabitee.

Q. Can I retain a tenant's holding deposit if they withdraw from a property before I have incurred any costs?

Yes, you are entitled to retain a tenant's holding deposit in this situation but must explain to the tenant why you are doing so. However, if a tenant pulls out of a proposed agreement before you have incurred any demonstrable costs, such as, costs for referencing checks or you are yet to take the property off the market, we would strongly encourage you to refund their holding deposit.

Right to rent checks

Q. What is a right to rent check?

You must check the immigration status of anyone aged 18 or over who'll be living in the property before a tenancy is agreed. This is known as a 'right to rent check'.

You can ask to see a tenant's passport or other official documents that prove their immigration status. You should take copies of the documents and keep them safe. More guidance on right to rent checks is available [here](#).

Q. If a tenant fails right to rent check, can I retain their holding deposit?

Yes. You have a legal obligation to check that a tenant has permission to stay in the UK. You cannot rent a property to someone who is unable to demonstrate that they have the right to rent. You should be up-front and ask a tenant whether they have a legal right to reside in the UK – making clear that this is a condition of renting a property. If a tenant fails a right to rent check or does not provide you with the necessary evidence required to complete the check, you can retain their holding

deposit. You must explain to the tenant in writing that you are retaining their holding deposit because they have failed a right to rent check.

If the Home Office has a tenant's original documents because of an ongoing immigration application or appeal, you can ask for a Home Office right to rent check. You will need the tenant's Home Office reference number and should receive a response within 2 days.

Q. If the Home Office tells me in error that a tenant does not have the right to rent, can I still retain their holding deposit?

No. If the Home Office told you that a tenant did not have the right to rent, but it is later apparent that the Home Office made an error, you must return any amount of the holding deposit that you previously retained. You should do this once you have received updated confirmation of a tenant's status from the Home Office. While you are not liable for a financial penalty in this circumstance, a tenant still has the right to seek repayment of their holding deposit through the local authority (usually [Trading Standards](#)) or [First-tier Tribunal](#) if it has not been returned.

Landlord or agent withdraws

Q. If I decide to not let the property because I do not like a tenant's references, can I retain a tenant's holding deposit?

No. If you decide to withdraw from the proposed agreement because you do not wish to let the property to the tenant, you must return their holding deposit within 7 days of making that decision.

If you fail to take all reasonable steps to enter into the agreement, for example, by failing to send a copy of the tenancy agreement before the '**deadline for agreement**', you must also return their holding deposit.

Please note, when a landlord or agent is already in receipt of a holding deposit for a property, they cannot accept another holding deposit until the former deposit has been repaid (unless they have legitimate grounds to retain this deposit under the Tenant Fees Act).

Q. Can I retain a tenant's holding deposit if the property is not ready in time?

If you fail to enter into the tenancy agreement before the '**deadline for agreement**' because the property is not ready in time and the tenant has taken all reasonable steps to enter the tenancy, then you must return their holding deposit.

Where you previously agreed for a tenant to move in on a specified date and you subsequently alter that decision, and this then materially affects the tenant's ability to let the property, you may have acted in such a way that it would be unreasonable for a tenant to enter into a tenancy agreement with you. If this is the case, you would have to return their holding deposit.

DEFAULT FEES AND DAMAGES PAYMENTS

Q. What is a default fee?

You can only charge a default fee where a tenancy agreement permits you to do so **and** one of the following applies:

1. A tenant is late paying their rent

- A default fee can be charged for late payment of rent but only where the rent payment has been outstanding for 14 days or more (from the date set out in the tenancy agreement)
- Any fee charged must be no more than 3% above the Bank of England's base rate for each day that the payment has been outstanding. A fee which exceeds this amount is a [prohibited payment](#).

2. A tenant has lost a key or security device giving access to the housing and requires a replacement

- A default fee can be charged for a lost key or equivalent security device. The landlord or agent must provide evidence in writing to the person liable for the payment to demonstrate that the costs they have incurred are reasonable. A fee which exceeds the reasonable costs incurred by the landlord or agent is a [prohibited payment](#).

The tenancy agreement should set out the circumstances under which a tenant is liable for a default fee and how the fee will be determined. This might be called a default fee provision or payment in the event of default provision. Landlords and agents should highlight relevant default provisions within the agreement to the tenant before it is signed. Agents must also publicise any default fees they charge on their website and in their offices.

If a tenancy agreement does not permit you to charge default fees, you may still be able to recover damages for breach of contract. Most landlords and agents will seek to recover damages by claiming against the tenancy deposit at the end of the tenancy (but may do so at any time through agreement with the tenant or by initiating legal proceedings)¹.

Examples of default fee provisions:

- Interest will be charged in line with the Bank of England's rate if a rent payment is more than 14 days overdue for each day the payment is outstanding.

¹ The Tenant Fees Act 2019 does not affect the landlord's entitlement to recover damages for breach of the tenancy agreement by way of a deduction from the tenancy deposit or taking court action.

- The tenant is responsible for ensuring that they look after the keys for the property throughout the tenancy. If they fail to do so, they will be responsible for covering the reasonable costs of replacement.

Q. What is the difference between a default fee and damages?

- A default fee is a payment which can be required by a landlord or agent under an express provision in the tenancy agreement and would therefore be permitted under the Tenant Fees Act. Default fees are only permitted where a tenant is late paying their rent or loses a key or security device giving access to the housing. You should highlight relevant default provisions within the agreement before the tenant signs it.
- Damages are the general remedy available for breach of contract and cover any contractual breach which is not expressly covered by a default provision in the tenancy agreement for late payment of rent or for replacing lost keys/security devices.

Q. What are contractual damages?

The ban does not prevent landlords and agents from recovering damages for breach of contract. A landlord or agent is entitled to recover the costs to put them back in the position they would have been had a tenant carried out all the obligations in their contract (e.g. returning the house in the same condition as which it was found while allowing for fair wear and tear).

However, claims for damages which are aimed at deterring a breach of contract or punishing the party in breach are generally not enforceable. Terms which require a consumer to pay a disproportionately high sum to the trader in compensation for failing to fulfil their obligations under a contract are also considered unfair terms and unlawful under the Consumer Rights Act 2015.

Landlords and agents cannot write terms into the tenancy agreement that require a payment as a penalty should a tenant fail to perform an obligation. For example, any clause that says **'if you fail to do x then you must pay y'** even if the amount is not specified is likely to be [prohibited](#). Any claims for damages must be based in evidence and are only permitted where you have incurred costs/actual loss as a result of the contractual breach (unless this is for a default fee for a late payment of rent or lost key/security device which is required under the tenancy agreement).

Examples of terms that are likely to be unfair and/or breach the ban:

- £25 fixed penalty charge for any late payment of rent which is 7 days or more overdue.
- £100 per hour for a contractor to visit the property to carry out repairs and maintenance.
- £50 for a missed appointment with a contractor.
- Should it be necessary to send a letter with regard to late payment of rent, these are chargeable to the tenant at a rate of £25 plus VAT. Personal visits are charged at £75 plus VAT.

Q. What should I do if I wish to recover a payment for damages from a tenant during the tenancy?

You should be clear and up-front with tenants if you wish to recover a damages payment for breach of contract. You should provide evidence of the costs that you have incurred as a result of the breach. A tenant can refuse to pay a fee which breaches the ban or which you fail to substantiate.

Q. Shouldn't a landlord use the tenancy deposit to claim back damages?

In most cases, it will make sense for you to recover claims for damages through the tenancy deposit at the end of the tenancy, where independent arbitration will be available through the relevant tenancy deposit protection scheme.

The Alternative Dispute Resolution (ADR) arrangements provided by the tenancy deposit protection schemes are designed to make disagreements over the repayment of the deposit faster and cheaper to resolve than going to court. Where both the landlord and tenant agree to using the ADR service the case will be handled by an independent, impartial and qualified adjudicator, and a decision will be made on the basis of the evidence provided.

However, it is still the landlord or agent's right to seek contractual damages during the course of the tenancy where this is appropriate. For example, you may ask a tenant to make a payment to cover the cost of repairing a fitting or furnishing where this work cannot reasonably wait until the end of the tenancy (e.g. a broken window), and the tenant is responsible for the damage having occurred. You should be able to demonstrate evidence of the costs you have incurred. However, where possible, we encourage landlords and agents to allow tenants to resolve issues independently.

It is worth noting that according to the Landlord and Tenant Act 1985, it is a landlord's legal responsibility to immediately address hazards which present a risk to occupiers and to comply with any of their repairing obligations under that Act. In

addition, the Homes (Fitness for Human Habitation) Act 2018 will come into force from 20 March 2019. Under this Act, if rented houses and flats are considered not ‘fit for human habitation’, then tenants can take their landlords to court. The court can order their landlord to carry out repairs or put right health and safety problems. They can also make the landlord pay compensation in the form of damages for the harm caused to the tenant. We have produced guidance for tenants on the Act [here](#).

A landlord is always responsible for repairs to:

- the property’s structure and exterior
- basins, sinks, baths and other sanitary fittings including pipes and drains
- heating and hot water
- gas appliances, pipes, flues and ventilation
- electrical wiring
- any damage they cause by attempting repairs

Landlords are also responsible for repairing and replacing any appliances that they supply, such as white goods or furniture.

Q. Can I still recover fees for late payment of rent or a lost key/security device through the tenancy deposit?

As is the case now, you may seek to recover any loss suffered or damages incurred through the tenancy deposit but only if you have not already sought to recover the money from the tenant during the tenancy.

Q. Can a landlord and agent both charge a default fee for late payment of rent?

No. A landlord and agent cannot both require a tenant to pay a default fee for a late rent payment – a tenant can only be charged once either by the landlord or agent and only when the rent is more than 14 days late.

Q. Can a landlord or agent recover costs for damages for breach of the tenancy agreement if they didn’t write them into the tenancy agreement?

Yes. The Tenant Fees Act 2019 does not affect the landlord’s entitlement to recover damages for breach of the tenancy agreement by way of a deduction from the tenancy deposit or court action.

If a tenancy agreement does not permit you to charge default fees, you may still be able to recover damages for a breach of the tenancy agreement. In most cases, you can seek to recover damages by claiming against the deposit at the end of the

tenancy (but you may do so at any time). Any damages claim that a tenant does not agree to pay will need to be enforced through the courts.

If you are claiming against the deposit and there is a disputed charge, you can use the alternative dispute resolution service offered by the [three tenancy deposit protection schemes](#).

Q. Can a tenancy agreement include a clause that says in the event that legal fees are incurred for evicting the tenant, the tenant will have to cover the legal fees?

No, we consider this would be a prohibited default fee provision which is requiring a payment in the event of the default of a tenant. Landlords, agents and tenants are responsible for their own legal costs resulting from a dispute of the tenancy agreement. If the dispute progresses to court, it may make a ruling on how legal costs are to be distributed between the parties.

Q. Is there any other relevant legislation?

The Consumer Rights Act 2015 prohibits agents and those landlords that are considered traders from including unfair terms in their agreements. A term is unfair if it creates a substantial imbalance in the rights and obligations between a 'trader' and a 'consumer', contrary to the requirements of good faith, to the detriment of the consumer².

An unfair term in a tenancy agreement is one that creates such an imbalance between a landlord and a tenant, to the tenant's detriment. This would prohibit such landlords from requiring a tenant who fails to fulfil their obligations under their tenancy agreement to pay a disproportionately high sum in compensation. A term or notice that is unfair is not legally binding on consumers³.

The terms of a tenancy agreement cannot unreasonably exceed anything needed to protect the legitimate interests of those landlords considered traders or their agents. A term such as the following is likely to be unfair:

- If the rent shall be 14 days in arrears, then the full amount to the end of the tenancy shall become due.

The provisions of the Consumer Rights Act may be enforced by Trading Standards or the Competition and Markets Authority.

² <https://www.gov.uk/government/publications/unfair-contract-terms-cma37>

³ <https://www.gov.uk/guidance/unfair-terms-explained-for-businesses-full-guide>

Default fees permitted under the ban

Late payment of rent

Q. Can I charge for a late rent payment?

You can only charge interest on a late payment of rent where there is a term in the tenancy agreement which permits you to do so and the rent has been outstanding for 14 days or more.

Fixed penalty charges for late payment of rent and/or fees imposed for chasing up late rent are [prohibited](#), for example:

- £25 fixed penalty charge for any late payment of rent which is 7 days or more overdue.
- Should it be necessary to send a letter with regards to late payment of rent, these are chargeable to the tenant at a rate of £25 plus VAT. Personal visits are charged at £75 plus VAT.

Q. How much interest can I charge for a late rent payment?

You can charge interest on overdue rent if the late payment has been overdue for 14 days or more. Any interest charged must not exceed the Bank of England's base rate +3%. You can check the base rate [here](#).

For example, if the bank's interest rate is 3%, the landlord or agent (but not both) would be entitled to charge the tenant interest at no more than 6% on the overdue amount for the number of days that the payment has been outstanding.

Q. How do I calculate the maximum amount of interest that can be charged on a late rent payment?

1. Work out the yearly interest: take the amount of rent that is owed by the tenant and multiply it by the Bank of England's base rate + 3%.
2. Work out the daily interest: divide your yearly interest from step 1 by 365 (the number of days in a year).
3. Work out the total amount of interest: multiply the daily interest from step 2 by the number of days that the tenant's rent has been overdue.

Example

For this example, we are assuming that the Bank of England's (BoE) base rate is 3%. As any interest charged must not exceed the BoE's base rate +3%, the total interest that could be charged would be: (BoE base rate at 3%) +3% = 6%.

If a tenant owed the landlord or agent £500:

1. the annual interest would be £80 ($500 \times 0.06 = 30$)
2. you'd divide £30 by 365 to get the daily interest: about 8p a day ($30 / 365 = 0.08$)
3. after 30 days this would be £2.40 ($30 \times 0.08 = 2.4$)

We encourage landlords and agents to approach default fees on a case-by-case basis. For example, it may not be appropriate to charge a default fee where a tenant has provided a reasonable explanation for a late rent payment and sufficient notice that the payment would be delayed. This is especially the case if a tenant normally pays their rent on time or their rent is late for a circumstance outside of their control (e.g. banking systems are down, delayed Housing Benefit or Universal Credit payments).

Q. Can I pass on costs from a third party owing to a tenant's late rent payment?

You cannot pass on any costs that you have incurred from a third party (such as mortgage company) as a default fee. However, you may seek contractual damages for any loss you have incurred where a tenant has breached their contract (e.g. if you have been charged £20 for failing to meet a mortgage repayment because of a tenant's late rent payment).

Replacement key or security device

Q. How much can I ask a tenant to pay for a replacement key or security device?

You can ask a tenant to pay a fee to cover the cost of replacing the lost key or security device giving access to the housing, where this is required under the tenancy agreement. However, you can only charge a tenant for the reasonable costs that you have incurred as a result of the lost key or security device. Costs associated with the loss of a key or security device vary depending on the key/device. It is possible to get a new standard door key for between £3 and £10, a specialist door key could cost between £5 and £20 to replace and a key fob could be up to £50.

You are required to demonstrate that your costs are reasonable by providing written evidence (e.g. an invoice or receipt for a replacement key or security device). Any evidence should be fully itemised with an accurate and clear breakdown to allow the tenant to determine the reasonableness of the fee charged. You should proactively seek value for money in respect of any works undertaken.

Where possible, we encourage a landlord or agent to allow tenants to resolve issues independently. For example, you may give a tenant the option to replace a lost key or security device at their own cost instead of requiring them to pay a default fee. This would not be in breach of the ban.

Q. Does a tenant have to pay the charge if I do not provide evidence to demonstrate that the costs incurred are reasonable?

No. A tenant is not liable for the fee until suitable evidence is provided. If you fail to provide written evidence of your costs or impose an unreasonable default fee, you will be in breach of the Tenant Fees Act. A tenant can refuse to pay the fee and/or complain to the relevant enforcement authority (usually [trading standards](#)), the [First-tier Tribunal](#) or the relevant [redress scheme](#) (if it concerns an agent). Enforcement authorities will be able to impose a financial penalty of up to £5,000 if you have imposed an unlawful or unreasonable default fee.

The following default fees are not likely to be permitted because they would usually exceed the costs reasonably incurred in the loss of a key or security device:

- A charge of £100 as well as the cost of replacement keys/fobs will be issued to the tenant for the replacement of lost keys or security devices during the course of the tenancy.
- A charge of £50 for a standard front door key.

Q. Can I charge for my time in replacing a key or security device?

Generally, we do not consider it necessary for landlords or agents to charge for their time in replacing a lost key or security device.

In certain cases, it may be appropriate, but the onus will be on the landlord or agent to demonstrate that they have incurred costs which are in addition to their general responsibilities in addition to the cost of replacing a lost key or security device. You must be able to provide written evidence that the costs are reasonable and attributable to the default.

We would consider a cost of no more than £15 per hour, which is the median hourly wage of an employee in the lettings industry (taking into account non-wage costs) to be a reasonable charge for a landlord or agent's time in replacing a lost key or security device.

Q. If a tenant requests more sets of keys (e.g. for family or cleaners) can they be charged for the cost of extra sets of keys?

The decision on whether to provide tenants with additional keys or secure devices giving access to the housing is a matter for landlords and agents. If a tenant voluntarily requests additional keys or security devices, you may ask the tenant to pay for this service. However, you must not require a tenant to pay for the additional key or security device that wasn't requested.

For example, you would be prohibited from requiring a tenant to pay for additional keys or security device for a cleaner or contractor that wasn't requested by the tenant.

This is distinct from replacing keys or security devices which you must provide but you can charge for your reasonably incurred costs which have been evidenced in writing provided this is set out in the tenancy agreement.

CHANGES TO A TENANCY

Q. What do you mean by a change to a tenancy?

A change to a tenancy is any reasonable request to alter a tenancy agreement. This could be making changes to the tenancy agreement to enable:

- pets to be kept in the property
- a change of sharer in a joint tenancy
- permission to sub-let
- a business to be run from the property
- or any other amendment which alters the obligations of the agreement

Where possible, you should make every effort to accommodate any reasonable changes requested by the tenant.

Q. Can I charge a tenant for a change of sharer?

Yes. Where a tenant requests a change of sharer on a joint tenancy, you are entitled to charge them for any costs incurred for amending the tenancy agreement up to £50 (inc. VAT), or for any reasonable costs incurred if these are higher than £50.

The general expectation is that this charge will not exceed £50. In some circumstances, it may be appropriate for this to be higher. In any case, you should be able to demonstrate that any fee above £50 is reasonable and provide evidence of the costs you have incurred in the form of receipts or invoices. Any costs that are not reasonable are a [prohibited payment](#).

N.B. You cannot charge a tenant for changes to an agreement before it is entered into (e.g. requests to remove specific clauses or provisions from a tenancy agreement before it is signed).

Q. If a tenant has found a suitable replacement tenant, can I still charge more than £50 for a change of sharer fee?

It is unlikely that you could justify charging a fee above £50 in this circumstance. The costs involved in referencing the replacement tenant, re-issuing the tenancy agreement and protecting the tenancy deposit should be small. You could also ask the tenant to obtain such a reference voluntarily (although you cannot require a tenant to do this as a condition of granting them a tenancy) to further reduce the costs incurred. There are a number of third-party organisations which will carry out professional referencing checks at a small cost – for example a full tenant reference check can cost up to £30.

You should be able to demonstrate to a tenant that any fee charged above £50 is reasonable and provide evidence of your costs. Any costs that are not reasonable are a [prohibited payment](#).

Q. Can I charge a fee for each change to a tenancy agreement?

Yes, but you should be able to justify the costs you have incurred as a result of each change. Not all changes to a tenancy agreement will incur the same cost, for example, including a pet clause within an existing tenancy agreement is unlikely to incur the same cost as a change of sharer.

The general expectation is that charges for this should not exceed £50. If you seek to charge more than £50, you should provide written evidence in the form of receipts or invoices to demonstrate that the amount charged does not exceed reasonable costs. Any costs that are not reasonable are a prohibited payment.

EARLY TERMINATION FEES

Q. Can I ask a tenant to pay a fee if they want to leave a tenancy before the end of their fixed-term or the end of their notice period?

A landlord or agent can require a tenant to make payments in connection with the early termination of the tenancy where the tenant has requested this, but there are restrictions on what can be charged.

Generally, the costs charged for early termination must not exceed the loss incurred by the landlord (usually the loss in rent resulting from a tenant's decision to leave and/or the costs of re-advertising or referencing), or the reasonable costs to the agent (such as referencing and marketing costs).

If you agree to a tenant leaving early, you can ask them to pay rent as required under their tenancy agreement until a suitable replacement tenant is found. A tenant can be held liable for rent until their fixed-term agreement has ended or, in the case of a statutory periodic tenancy, they have given the notice required under their tenancy agreement. However, a landlord is not able to charge more than the rent they would have received before the end of the tenancy.

If you agree to terminate a tenancy early, you should clearly set this out in writing. It is good practice for a landlord or agent to agree to a reasonable request to end the tenancy early. Where agreed to, landlords and agents should consider on a case-by-case basis whether it is appropriate to charge an early termination fee, for example, whether there are any exceptional circumstances which require the tenant to leave early.

Please note: you should not require a tenant to pay a fee in this circumstance if they are exercising a break clause in their contract which permits them to leave before the end of their fixed-term (provided that they have given notice as required by the terms of their agreement).

Q. What can I charge if a replacement tenant has been found?

Where a suitable replacement tenant is found and the landlord has agreed to an early termination of the tenancy, you can only charge the tenant rent until the new tenancy has started. If you do not stand to lose any rent because of a tenant's decision to leave, you would not be permitted to consider lost rent in any fee you wish to charge for early termination. However, you could reasonably charge a fee to cover any referencing and advertising costs that you have incurred as a result of a tenant leaving early, but you should be able to provide evidence to demonstrate these costs.

Q. Can I require a tenant to pay their outstanding rent in a lump sum?

No. You cannot require the tenant to do this. You can require them to continue paying rent as set out in their tenancy agreement (usually monthly) until a new tenant is found (unless they still agree to terminate the tenancy and agree to pay the rent as a lump sum).

A landlord is only entitled to recover the loss they have incurred in this situation. You are not permitted to benefit financially from a tenant leaving early. Any payment which exceeds the loss incurred by the landlord or the reasonable costs to the agent will be a [prohibited payment](#) under the ban.

Q. Can a tenant sub-let as an alternative to terminating their fixed-term agreement early?

A tenant should not sub-let unless their tenancy agreement allows this, and this has been agreed in writing by the landlord.

If it is not appropriate for a tenant to sub-let, we would encourage you to let the tenant leave the tenancy agreement early provided that a suitable replacement is found.

OTHER PAYMENTS

Q. Are there other payments that a tenant can be required to make?

Yes, tenants are responsible for bills if these are not included within their rent. Payments for utilities, broadband, TV, phone and council tax are all excluded from the ban.

However, landlords must not over-charge tenants where they pay utilities separate from the rent.

Q. Are utility payments (gas, electricity, water) excluded from the ban?

Yes. Tenants are still required to pay for any utility services, such as gas, electricity or water that they consume – where they are responsible for these payments in the tenancy agreement. However, there is legislation which prevents landlords from over-charging tenants for provision of these services (the Office of Gas and Electricity Markets, 'OFGEM', fixes maximum resale prices under section 44 of the Electricity Act 1989, section 37 of the Gas Act 1986 and the Water Resale Order 2006 governs the maximum price for water).

Q. What can I charge tenants for gas and electricity?

Landlords who resell energy to their tenants for domestic use are governed by Maximum Resale Price (MPR) provisions set by Ofgem. This means that landlords can only resell energy at the price they have paid to a licensed energy supplier. Tenants are entitled to receive a breakdown of the costs paid by a landlord upon request and can take a landlord court to recover any amount which has been overcharged. Guidance on these provisions is available [here](#).

[Citizens Advice](#) and Ofgem offer advice on the rights and responsibilities of landlords in respect of utilities payments.

Q. What can I charge tenants for water?

Similar provisions exist for the resale of water. Landlords are prohibited from over-charging tenants for the resale of water under the Maximum Resale Price provisions set out in the Water Resale Order 2006. The Maximum Resale Price ensures that landlords who resell water or sewerage services must charge no more to tenants than the amount they are charged by the water company.

Landlords are also allowed to charge a reasonable administration fee. The administration charge is set to cover administration costs and the maintenance of meters. Generally, landlords can recover around £5 each year in administration for a property without a meter and £10 for a property with a meter.

Q. Do tenants have the right to change the gas and electricity provider?

If tenants are directly responsible for paying the gas or electricity bill, they have the right to choose the supplier. You are not allowed to prevent them from doing this.

Q. Can a tenant ask for a pre-payment meter to be removed?

If a tenant is responsible for paying the gas and electricity bill they have the right to change the type of meter installed in the property, this includes the removal of an existing prepayment meter.

Q. What happens if a tenant has a debt on their account?

The Debt Assignment Protocol enables prepayment meter customers with a debt up to £500 per fuel to switch to another supplier's cheaper prepayment tariff. This is designed to help tenants pay off your debt quicker and save money on their energy use.

Q. Are loans under the Green Deal (or any subsequent energy efficiency scheme) excluded from the ban?

Yes. Tenants are still liable to make any payments that they are responsible for under a [Green Deal loan](#).

Q. Are broadband, TV or phone payments excluded from the ban?

Yes. Tenants are still liable to pay for services (e.g. broadband, TV or phone), they are required to pay under the terms of their agreement or that they may choose to contract if these are not included within the rent. Landlords are prohibited from over-charging for communications services under the ban.

Q. Are council tax payments excluded from the ban?

Yes. Tenants are still liable to pay for any council tax payments associated with the property, unless a valid exemption applies (e.g. they are enrolled in a full-time higher education course).

Q. If a tenant owes a permitted fee which they don't pay, can interest at 3% above the Bank of England base rate be charged?

No. Landlords or agents can only charge interest on a late payment of rent where there is a term in the tenancy agreement which permits you to do so and the rent has been outstanding for 14 days or more. Where the rent includes payments in respect of council tax, utilities, television licences or communication services, the landlord or agent would be entitled to include the amount owed by the tenant for these services which has been outstanding for 14 days or more.

Please note: you cannot evict a tenant using the [section 21 eviction procedure](#) until you have repaid any unlawfully charged fees or returned an unlawfully retained holding deposit. All other rules around the application of the section 21 evictions procedure will continue to apply.



Homes (Fitness for Human Habitation) Act 2018

CHAPTER 34

Explanatory Notes have been produced to assist in the
understanding of this Act and are available separately

£6.90

Page 115



Homes (Fitness for Human Habitation) Act 2018

CHAPTER 34

CONTENTS

- 1 Fitness for human habitation
- 2 Extent, commencement and short title



Homes (Fitness for Human Habitation) Act 2018

2018 CHAPTER 34

An Act to amend the Landlord and Tenant Act 1985 to require that residential rented accommodation is provided and maintained in a state of fitness for human habitation; and for connected purposes. [20th December 2018]

BE IT ENACTED by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:—

1 Fitness for human habitation

- (1) The Landlord and Tenant Act 1985 is amended in accordance with subsections (2) to (5).
- (2) In section 8 (implied terms as to fitness for human habitation)—
 - (a) in the heading, after “habitation” insert “: Wales”;
 - (b) in subsection (1), after “house”, in the first place it occurs, insert “in Wales”.
- (3) After section 9 (application of section 8 to certain houses occupied by agricultural workers) insert—

“9A Fitness for human habitation of dwellings in England

- (1) In a lease to which this section applies of a dwelling in England (see section 9B), there is implied a covenant by the lessor that the dwelling—
 - (a) is fit for human habitation at the time the lease is granted or otherwise created or, if later, at the beginning of the term of the lease, and
 - (b) will remain fit for human habitation during the term of the lease.
- (2) The implied covenant is not to be taken as requiring the lessor—

- (a) to carry out works or repairs for which the lessee is liable by virtue of –
 - (i) the duty of the lessee to use the premises in a tenant-like manner, or
 - (ii) an express covenant of the lessee of substantially the same effect as that duty;
 - (b) to rebuild or reinstate the dwelling in the case of destruction or damage by fire, storm, flood or other inevitable accident;
 - (c) to keep in repair or maintain anything which the lessee is entitled to remove from the dwelling;
 - (d) to carry out works or repairs which, if carried out, would put the lessor in breach of any obligation imposed by any enactment (whenever passed or made);
 - (e) to carry out works or repairs requiring the consent of a superior landlord or other third party in circumstances where consent has not been obtained following reasonable endeavours to obtain it.
- (3) The implied covenant is also not to be taken as imposing on the lessor any liability in respect of the dwelling being unfit for human habitation if the unfitness is wholly or mainly attributable to –
 - (a) the lessee's own breach of covenant, or
 - (b) disrepair which the lessor is not obliged to make good because of an exclusion or modification under section 12 (power of county court to authorise exclusions or modifications in leases in respect of repairing obligations under section 11).
- (4) Any provision of a lease or of any agreement relating to a lease (whether made before or after the grant or creation of the lease) is void to the extent that it purports –
 - (a) to exclude or limit the obligations of the lessor under the implied covenant, or
 - (b) to authorise any forfeiture or impose on the lessee any penalty, disability or obligation in the event of the lessee enforcing or relying upon those obligations.
- (5) Where in any proceedings before a court it is alleged that a lessor is in breach of an obligation under the implied covenant, the court may order specific performance of the obligation (regardless of any equitable rule restricting the scope of that remedy).
- (6) Where a lease to which this section applies of a dwelling in England forms part only of a building, the implied covenant has effect as if the reference to the dwelling in subsection (1) included a reference to any common parts of the building in which the lessor has an estate or interest.
- (7) In a lease to which this section applies of a dwelling in England, there is also implied a covenant by the lessee that the lessor, or a person authorised in writing by the lessor, may enter the dwelling for the purpose of viewing its condition and state of repair.
- (8) The covenant implied by subsection (7) requires entry to the dwelling to be permitted –
 - (a) only at reasonable times of the day, and

- (b) only if at least 24 hours' notice in writing has been given to the occupier of the dwelling.
- (9) In this section –
- “common parts” has the meaning given by section 60(1) of the Landlord and Tenant Act 1987;
 - “lease” does not include a mortgage term;
 - “lessee” means the person for the time being entitled to the term of a lease;
 - “lessor” means the person for the time being entitled to the reversion expectant on a lease.

9B Leases to which section 9A applies

- (1) Section 9A applies to a lease under which a dwelling is let wholly or mainly for human habitation if either of the following applies –
- (a) the lease is for a term of less than 7 years, or
 - (b) the lease is of a kind mentioned in subsection (1A) or (1AB) of section 13 (leases to which section 11 applies: secure, assured or introductory tenancies for fixed term of 7 years or more).
- This is subject as follows.
- (2) Section 9A does not apply to any lease of a kind mentioned in section 14 (exceptions for leases to which section 11 applies).
- (3) Except as mentioned in subsections (4), (5) and (6), section 9A does not apply to a lease granted –
- (a) before the commencement date, or
 - (b) on or after that date in pursuance of an agreement entered into, or an order of a court made, before the commencement date.
- (4) Section 9A applies to a periodic or secure tenancy that is in existence on the commencement date, but in the case of any such tenancy the covenant implied by that section has effect in the following way –
- (a) subsection (1)(a) of that section has effect as if the reference to the later of the times there mentioned were a reference to the time that begins at the end of the period of 12 months beginning with the commencement date, and
 - (b) subsection (1)(b) of that section has effect only in respect of times falling after the end of that 12 month period.
- (5) Section 9A applies to a periodic or secure tenancy that comes into existence after the commencement date on expiry of a term of a lease granted before that date.
- (6) Section 9A applies to a lease for a fixed term which –
- (a) is granted or renewed before the commencement date, and
 - (b) is renewed for a further fixed term on or after that date,
- and for this purpose the renewal on or after the commencement date is to be treated as a grant of the lease on or after that date.
- (7) For the purposes of subsection (1) it is immaterial –
- (a) whether the dwelling is to be occupied under the lease or under an inferior lease derived out of it, or

- (b) that the lease also demises other property (which may consist of or include one or more other dwellings).
- (8) In determining for the purposes of subsection (1)(a) whether a lease is for a term of less than 7 years –
- (a) any part of the term falling before the grant or creation is to be ignored and the lease is to be treated as a lease for a term commencing with the grant or creation;
 - (b) a lease which is determinable at the option of the lessor before the expiry of 7 years from the commencement of the term is to be treated as a lease for a term of less than 7 years;
 - (c) a lease (other than one to which paragraph (b) applies) is not to be treated as a lease for a term of less than 7 years if it confers on the lessee an option for renewal for a term which, together with the original term, amounts to 7 years or more.
- (9) In this section –
- “the commencement date” means the date on which the Homes (Fitness for Human Habitation) Act 2018 comes into force;
 - “lease”, “lessee” and “lessor” have the same meanings as in section 9A;
 - “secure tenancy” has the meaning given by section 79 of the Housing Act 1985.

9C Application of section 9A to certain dwellings occupied by agricultural workers

- (1) This section applies where under a contract of employment of a worker employed in agriculture –
- (a) the provision of a dwelling for the worker’s occupation forms part of the worker’s remuneration, and
 - (b) the provisions of section 9A (implied term as to fitness for human habitation of dwellings in England) are inapplicable by reason only of the dwelling not being let to the worker.
- (2) There is implied as part of the contract of employment (in spite of any stipulation to the contrary) a term having the same effect as the covenant that would be implied by section 9A if the dwelling were let by a lease to which that section applies.
- (3) The provisions of section 9A apply accordingly –
- (a) with the substitution of “employer” and “employee” for “lessor” and “lessee”, and
 - (b) with such other modifications as may be necessary.
- (4) This section does not affect –
- (a) any obligation of a person other than the employer to repair a dwelling to which the covenant implied by section 9A applies by virtue of this section, or
 - (b) any remedy for enforcing such an obligation.”
- (4) In section 10 (fitness for human habitation) –
- (a) the existing text becomes subsection (1);
 - (b) in that subsection –

- (i) after “house”, in both places where it occurs, insert “or dwelling”;
- (ii) after “facilities for preparation and cooking of food and for the disposal of waste water;” insert –
 - “in relation to a dwelling in England, any prescribed hazard;”;
- (c) after that subsection insert –
 - “(2) In subsection (1) “prescribed hazard” means any matter or circumstance amounting to a hazard for the time being prescribed in regulations made by the Secretary of State under section 2 of the Housing Act 2004.
 - (3) The definition of “hazard” in section 2(1) of the Housing Act 2004 applies for the purposes of subsection (2) as though the reference to a potential occupier were omitted.”
- (5) In section 39 (index of defined expressions), after the entry in the list for “lease, lessee and lessor (generally)” insert –

“(in the provisions relating to fitness for human habitation of dwellings in England)	section 9A(9)”.
---	-----------------
- (6) In section 302 of the Housing Act 1985 (management and repair of houses acquired under section 300 or retained under section 301), in paragraph (c) –
 - (a) for “section 8” substitute “sections 8 and 9A”, and
 - (b) for “does” substitute “do”.

2 Extent, commencement and short title

- (1) This Act extends to England and Wales.
- (2) This Act comes into force at the end of the period of three months beginning with the day on which it is passed.
- (3) This Act may be cited as the Homes (Fitness for Human Habitation) Act 2018.



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Houses in Multiple Occupation Policy

Last reviewed May 2019

1.0 Houses in Multiple Occupation policy overview

This policy is managed and adhered to by the housing service. This policy will be reviewed on a regular basis.

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Policy overview

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- 2.3 Maintaining standards
- 2.4 Promoting standards
- 2.5 Action against HMO landlords
- 2.6 Action against HMO tenants

3.0 Links to other corporate strategies and policies

4.0 Legislation

1.1 Introduction

Dacorum Borough Council (DBC) is committed to working with landlords and private tenants so Houses in Multiple Occupation (HMO) are safe places to live. This policy sets out the council's approach to enforcing HMO standards.

From October 2018, the law around HMO licensing is changing. Local authorities will be required to licence any HMO housing five people or more covering two or more households, regardless of number of storeys in the property (DBC have previously only licensed HMO's of three storeys or more).

People who are not related to each other by blood, marriage or in an equivalent cohabiting relationship, will be considered as separate households. However, friends occupying a house on a shared tenancy are viewed as multiple households

DBC will be adopting the new licensing requirements early in order to support the council and landlords to effectively prepare for October 2018.

1.2 Aim(s) of the policy:

The aims of this policy are to;

- Reinforce the expected standards of all HMO's operating in Dacorum
- Outline our approach to regulating HMO's, including enforcement action

1.3 Links to the Council's corporate aims:

This policy supports the council's corporate priorities which are set out in ['Delivering for Dacorum – Corporate Plan 2015-2020'](#).

1.4 Equality and diversity

The council is committed to promoting equality of opportunity in housing services and has procedures in place to ensure that all Applicants and Tenants are treated fairly and without unlawful discrimination.

1.5 Policy Statement(s)

All landlords in Dacorum are required to take responsibility for managing their properties so their tenants live in good conditions and feel safe and secure in their home.

All complaints received will be fully investigated before action is taken.

We will take action against landlords that do not effectively maintain their properties or cause unnecessary upset for their tenants.

We will use a range of powers delegated to the council to achieve a positive outcome for tenants living in poor conditions.

We will ensure all officers are competent and have a thorough understanding of current and upcoming legislation so any action taken by the council against landlords is informed.

2.0 HMO Policy Detail

2.1 Identifying HMOs

To identify all HMO's in Dacorum requiring a licence under the new definition we will use a range of methods.

We will use all information collected and held by departments in the Council and external agencies, which include; Fire Service, council tax, electoral registration, and the housing register. This will allow us to identify the number of people living in a property. As a local authority, we require our partners, local letting agents and voluntary sector organisations to report suspected HMO's so that we can investigate and ensure licenses are in place where appropriate.

Tenants living in a property of five or more people will be encouraged to contact the Private Sector Housing team if there is no visible licence displayed in their home. Although we understand that some tenants may not want to report their landlord for fear of revenge eviction, it is essential that HMO's are licensed in order to ensure the safety of people living in or visiting the property.

Any impact on tenants will be dealt with in partnership with the Council's Homeless Prevention & Assessment Team.

We will investigate any suspected HMO's operating in the Dacorum area, and will undertake a variety of actions such as door-knocking, desktop reviews and contacting the landlord in order to obtain further information. Elected members working in their wards will also be key to identifying HMO's.

All details of activity and communication with landlords is recorded. Where an unlicensed HMO is identified, the landlord may be subject to enforcement action in line with our [Enforcement Policy](#). Advice and support is provided to the landlord to ensure the correct action is taken. In some circumstances this will lead to a HMO licence application by enforcement.

In line with our Enforcement Policy, any action taken against a landlord will be proportionate, taking into account the impact of the breach on the tenants.

Under section 232 of The Housing Act 2004 we hold a register of licensed Houses in Multiple Occupations, which is available on our [website](#).

The register will only be used for the purposes of enforcing the Housing Act 2004 and other private sector housing legislation.

2.2 Licensing HMOs

Licensing a HMO is the landlord's responsibility. Most landlords want to maintain homes for their tenants that are safe and will proactively apply for, or renew their HMO licence. There is, however, a minority group of 'rogue landlords' who will avoid applying for a licence.

Where a rogue landlord and/or unlicensed HMO is identified, we maintain statutory powers to intervene. This means that we can ensure all operating HMOs are licensed and meet the required standards.

Landlords will be subject to a [fit and proper person check](#) which includes a requirement for landlords to provide a copy of a DBS certificate. Any landlord that has received a banning order will not be granted a licence. In these cases, landlords cannot transfer the responsibility for the HMO to a 'prohibited person'.

A prohibited person is:

- a person associated with the landlord (including family members, spouses and civil partners);
- a business partner of the landlord;
- a person associated with the business partner of the landlord;
- a business partner of a person associated with the landlord;
- a body corporate of which the landlord or a person mentioned above is an officer;
- a body corporate in which the landlord has a shareholding or other financial interest; or
- in the case where a landlord is a body corporate, anybody corporate that has an officer in common with the landlord.

2.0 HMO Policy detail continued

A HMO licence lasts for a maximum of five years. We are required to ensure that any fees set are reasonable and proportionate. To ensure this, DBC will undertake an annual review of service costs and benchmark these against other local authorities in Hertfordshire.

Fees and charges are then set to recover costs. The list of fees charged by Dacorum Borough Council can be found on our [website](#).

Licensed HMO's identified by the service will be subject to a higher fee than those landlords are proactive and apply voluntarily.

As part of the application process, the landlord is required to provide a Fire Risk Assessment and Property Layout. Available on our website is a guide HMO Fire Safety.

Licences will not be granted without these documents or if:

- the HMO is considered unsuitable for the number of occupiers;
- the number of facilities do not meet the requirements such as toilets, bathrooms and cooking facilities; or
- the landlord or managing agent is not deemed suitable under the 'fit and proper test'.

Where work needs to be undertaken to the property, licenses may be granted with conditions and a time frame allocated for completion.

2.3 Temporary Exemption Notice

All HMO landlords must notify the council of their intention to change the use of the property, for example, if they intend to:

- sell the property with vacant possession
- convert into self-contained flats
- carry out major renovation works
- let to a single household or family

If a landlord intends to undertake work which will result in a change or use for the property and it will no longer require a licence they must apply for a Temporary Exemption Notice.

Temporary Exemption Notices can only be granted for a maximum of three months.

In exceptional circumstances it can be renewed for an additional three months on further application to the Council. This must be made before expiry of the existing temporary exemption and further evidence must be provided to the Council to consider a renewal.

A Temporary Exemption Notice can be applied for by contacting the Private Sector Housing team directly. Once an application is received the landlord or managing agent will be notified in writing within 28 days.

If the application is refused, the applicant or relevant person can appeal the decision by contacting the First Tier Tribunal within 28 days of the decision being made. Details on how to appeal will be included in the letter.

2.4 Maintaining standards

Maintaining the right standards in HMO's is essential to reducing the risk of fire and avoiding people living in overcrowded or poor conditions. We are responsible for taking action against landlords or managing agents who do not meet the requirements set out in the Housing (Management of Houses in Multiple Occupation) regulations 2006.

As set out in these requirements, we expect all landlords to clearly display their licence along with their name and contact information.

All fire escape routes must be kept clear. It is essential that all tenants in a HMO can get out of the property without coming into contact with high risk areas such as the kitchen. Fire safety measures (e.g. fire doors, smoke alarms and heat detectors) must be installed and maintained regularly.

It is the landlord's responsibility to ensure tenants can access a clean water supply at all times. Drainage must be able to sustain and adequately dispose of water waste.

All HMO's must have a safe and consistent supply of electricity and gas. Tenants are encouraged to report any issues with their gas or electricity to their landlord as soon as possible.

2.0 HMO Policy detail continued

In the event of an emergency or where clean water, electricity or gas is not available for 24 hours or longer, the landlord is required to find alternative accommodation for all tenants whilst repairs are undertaken.

If a landlord cannot be contacted, we will support the tenant to ensure they have alternative temporary accommodation. In this event, landlords can be charged for any associated costs.

Maintenance of communal areas such as hallways, staircases and kitchens are also the responsibility of the landlord. These areas should be kept in good condition. This includes any furniture supplied by the landlord. Action can be taken by the landlord if communal facilities or furniture is damaged by tenants.

The landlord is also within their rights to ask tenants to remove any personal items if they are obstructing escape routes.

Irrespective of any ongoing issues with tenants in a property, any necessary repairs must be carried out when related to:

- the structure and exterior of the property e.g. drains, guttering and external pipes, windows and external doors;
- basins, sinks, baths, toilets and pipework; and
- water and gas pipes, electrical wiring, water tanks, boilers /all forms of heating.

If repairs to these areas are not completed, this would be considered a breach of licence.

A valid energy performance certificate (EPC) and gas safety certificate does need to be provided to each tenant in order for landlords to serve a valid section 21 notice. Our Home Energy Conservation Officer can provide support and advice to all landlords on improving the energy rating of their property. Investment in insulation helps landlords to protect their property and keep bills down for tenants.

2.5 Promoting standards

We will work with landlords, management companies and local letting agents to promote the required standards for HMO's. Through our partnership with the National Landlords Association we support local landlords to become accredited and complete training so they are able to make informed decisions regarding their property.

We make sure to communicate key messages such as legislative changes that can impact private tenants and their landlords, alongside any individual support the council is able to offer. The Private Sector Housing team can offer advice and guidance on issues HMO landlords are experiencing and, where required, signpost to further services that can help.

2.6 Action against HMO landlords

In order to ensure HMO's are a safe place for Dacorum residents to live the Council will use powers granted by the Housing Act 2004 and the Housing and Planning Act 2016 to undertake enforcement action against landlords where necessary.

Unless it is an emergency (e.g. electrical hazard, raw sewage etc.) landlords will receive a minimum notice of 24 hours prior to any visits undertaken by the council. We expect landlords or their managing agents to attend.

Where conditions do not meet the necessary standards, we will utilise the Housing Health and Safety Rating System (HHSRS) to identify issues and assess the level of risk to the tenants.

Landlords will be notified of any hazards identified and given the opportunity to rectify them. Where work is not undertaken within the agreed timeframe, we will serve an improvement notice or a prohibition order to ensure works are completed.

In this instance, any notices served will carry an additional charge to the landlord for the cost of the inspection and service of the notice. This is in addition to the cost of the repairs required. The cost of these additional charges will be registered as a local land charge against your property until the full amount has been repaid.

2.0 HMO Policy detail continued

Additionally, any illegal evictions or harassment towards tenants will also be dealt with by the council (see the Private Rented Sector [Enforcement Policy](#) for more information).

Where overcrowding is identified an Overcrowding Notice should be served. Sections 139 - 144 of the Housing Act 2004 will be used to tackle overcrowding in HMOs that are not required to be licensed under Part 2.

Overcrowding in larger HMOs will be covered under Part 2 of the Act since a licence only permits a house to be licensed for a specified number of occupants. Section 139 permits us to serve overcrowding notices to HMOs that are not licensed or subject to an Interim Management Order or Final Management Order.

We will give 7 days' notice to all relevant persons (including occupiers) of its intentions and consider their representations.

An overcrowding notice becomes operative 21 days after it is served, unless an appeal is made (see section 143). Contravention of a notice is punishable with a fine of up to £2,500. This will be reviewed by the Private Sector Enforcement Panel.

When taking enforcement action, we will have regard to our Enforcement Policy and the Regulator's Code.

Charges will be made for the following actions taken by DBC:

- serving an improvement notice
- making a prohibition order
- serving a hazard awareness notice
- taking emergency remedial action
- making an emergency prohibition order
- making a demolition order
- carrying out a review under section 17 (review of suspended improvement notices) or section 26 (review of suspended prohibition orders)
- serving copies of the Council's decision on such a review

Where the Council is concerned for the welfare of HMO tenants, and the landlord is not engaging, we will use powers to issue either an interim or final management order.

2.7 Action against tenants

Due to the type of housing officered by a HMO, there is an increased risk that issues may arise between tenants from different households living in the same property. Landlords are responsible for ensuring that the behaviour of their tenants does not impact neighbours or the wider community.

When this happens it is often a breach of the tenancy agreement and we expect the landlord to take action to enforce the tenancy agreement. There are circumstances where the council can support landlords to reach an effective solution or take action on their behalf. Examples include:

- Noise complaints;
- Hoarding;
- Rooms that have become filthy and verminous; and/or
- Anti-Social Behaviour.

In the event of these cases, landlords should contact the Private Sector Housing Team in the first instance. Where there is welfare or safeguarding concerns for a tenant, we are required to contact other professionals e.g. adult social care.

When reports are from a neighbour or other tenant, the team will contact the landlord to agree actions that need to be taken to resolve any issues.

A landlord is able to serve a valid section 21 notice to evict tenants who are causing serious anti-social behaviour or other breaches of their tenancy agreement.

3.0

Links to other corporate documents

This policy links to, and should be read in conjunction with, the following documents:

- Private Sector Housing Enforcement Policy
- [Regulators Code Statement](#)
- [Landlord Fit and proper Statement](#)
- [HMO safety guide 'Delivering for Dacorum – Corporate Plan 2015-2020'](#).

4.0

Legislation

The legislation listed below will be taken into consideration when implementing this policy:

- [Housing Act 2004](#)
- [The Human Rights Act 1998](#)
- [The Equality Act 2010](#)
- [The Regulation of Investigatory Powers Act 2000](#)
- [The Police and Criminal Evidence Act 1984 – Codes of Practice](#)
- [Enforcement Guidance issued under section 9 of the Housing Act 2004](#)
- [The Criminal Procedures and Investigations Act 1996](#)
- [The Legislative and Regulatory Reform Act 2006](#)
- [The Code for Crown Prosecutors](#)
- [The Regulators Code 2014](#)
- [Management of HMO regulations 2006](#)

New Fees and Charges for HMO

HMO Licence Fee Part 1	£599
HMO Licence Fee Part 2	£426
Enforcement of Not Notifying LA	£254

Enforcement of Not Notifying LA

Area	Task	Time (mintues)	Officer	£	
HHSRS ASSESSMENTS	Service request & upload	25 mins	0.42 PSSO	£12.05	
	Intinal contact & case alloaction	30 mins	0.50 PSSO	£14.47	
	Review case for referral	20 mins	0.33 PSEO	£9.59	
	Interrogate systems	60 mins	1.00 PSEO	£28.77	
	update systems	30 mins	0.50 PSEO	£14.38	
	Letters re visits	30 mins	0.50 PSEO	£14.38	
	Check Kit bags	15 mins	0.25 PSEO	£7.19	
		130 (10 min per bedroom) 30mins			
	Complete informal HHSRS	travel inc	2.17	2 x PSEO	£124.67
	Write up visit / uploads	60 mins	1.00 PSEO		£28.77
Complete recommendations and issue	180 mins	3.00 PSEO			
TOTAL - Enforcement				£254.28	

NB requested to be removed on 28.11.18

Area	Task	Time (mintues)	Officer	£	
HHSRS ASSESSMENTS	schedule reminder 2 wkly	10 mins	0.17 PSEO	£4.79	
	Revisit (check recommendations)	60 mins	1.00 2 x PSEO	£57.54	
		170 mins (10 min per bedroom)			
	Return and complete formal HHSRS	30mins travel inc	2.83	2 x PSEO	£163.03
	Write up visit and uploads	60 mins	1.00 PSEO		£28.77
	HHRSS - Rating system	180 mins	3.00 PSEO		£86.31
		180 (based on standard property)	3.00 PSEO		£86.31
	Case review	45 mins	0.75 PSEO, EHO, PSLO		£174.15
	Revisiit (Part way through SOW/)	90 mins - 30mins			
	Revisit end of SOW - close case	travel inc	1.50	2 x PSEO	£86.31
	45 mins	0.75	2 x PSEO	£43.15	

Not able to include

Enforcement	Case review for PACE recommendation	60 mins	1 PSEO & EHO	193
	Handover to EHO	45 mins	0.75 PSEO + EHO	145
	PACE letters	60 mins	1 PSEO + EHO	193
	PACE questions	120 mins	2 PSEO + EHO	385
	PACE set up & Interview	180 mins	3 PSEO + EHO	578
	PACE transcript	not tested - SLA	6 ??	
	PACE case notes	60 mins	1 PSEO + EHO	193
	Review case	30 mins	0.5 EHO	82
		60 mins (not tested yet)		
	Case referral for Enforcement Panel	30 mins (not tested yet)	1 EHO	164
	Case heard at Panel	30 mins (not tested yet)	1 EHO*	164
	Outcome of panel notes	30 mins (not tested yet)	1 EHO	164
	Action from panel	Not tested yet	82 EHO	13442

If suspected	Service request & upload	25 mins	0.417 PSSO	12
HMO no application received	Intinal contact & case alloaction	30 mins	0.5 PSSO	14
	Review case for referral	30 mins	0.5 PSEO	14
	Interrogate systems	60 mins	1 PSEO	29

Code	Title	Hrly Rate
PSSO	Private Sector Support Officer	£28.93
PSEO	Private Sector Enforcement Officer	£28.77
PSLO	Private Sector Lead Officer	£39.50
EHO	Environmental Health Officer	£37.18
GM *	Group Manager	£163.93
AD	Assistant Director	£189.12

HMO Licence Fee Part 2

Area	Task	Time (mintues)	Officer	Cost
Yearly	Allocate case to PSEO	10 mins	0.17 PSSO	£4.82
	Send letter for renewal of certificates & index	45 mins	0.75 PSEO	£21.58
	Upload certificate & schedule next year remind	30 mins	0.50 PSEO	£14.38
HMO compliance check (2nd Year)	Allocate case to PSEO	10 mins	0.17 PSSO	£4.82
	Letter re visits	20 mins	0.33 PSEO	£9.59
		190 (10 min per bedroom) 30		
	Complete HMO Visit	mins travel inc	3.17 2 x PSEO	£137.32
	Write up visit / uploads	60 mins	1 PSEO	£28.77
	schedule next year reminder	10 mins	0.17 PSEO	£4.79
HHSRS	If property in bad condition will need to complete formal inspection and possible enforcement action			
HMO compliance check (4th Year)	Allocate case to PSEO	10 mins	0.17 PSSO	£4.82
	Letter re visits	20 mins	0.33 PSEO	£9.59
		190 (10 min per bedroom) 30		
	Complete HMO Visit	mins travel inc	3.17 2 x PSEO	£137.32
	Write up visit / uploads	60 mins	1 PSEO	£28.77
	schedule reminder for expiry date	10mins	0.17 PSEO	£4.79
HHSRS	If property in bad condition will need to complete formal inspection and possible enforcement action			
HMO renewal letters	Send letter for renewal	20 mins	0.33 PSSO	£9.64
	schedule reminder 2 wkly	10 mins	0.17 PSSO	£4.82
TOTAL - HMO Licence Fee Part 2				£425.83

Code	Title	Hrly Rate
PSSO	Private Sector Support Officer	£28.93
PSEO	Private Sector Enforcement Officer	£28.77
PSLO	Private Sector Lead Officer	£39.50
EHO	Environmental Health Officer	£37.18
GM *	Group Manager	£163.93
AD	Assistant Director	£189.12

Enforcement of Not Notifying LA

Area	Task	Time (mintues)	Officer	£	
HHSRS ASSESSMENTS	Service request & upload	25 mins	0.42 PSSO	£12.05	
	Intinal contact & case alloaction	30 mins	0.50 PSSO	£14.47	
	Review case for referral	20 mins	0.33 PSEO	£9.59	
	Interrogate systems	60 mins	1.00 PSEO	£28.77	
	update systems	30 mins	0.50 PSEO	£14.38	
	Letters re visits	30 mins	0.50 PSEO	£14.38	
	Check Kit bags	15 mins	0.25 PSEO	£7.19	
		130 (10 min per bedroom) 30mins			
	Complete informal HHSRS	travel inc	2.17	2 x PSEO	£124.67
	Write up visit / uploads	60 mins	1.00 PSEO		£28.77
Complete recommendations and issue	180 mins	3.00 PSEO			
TOTAL - Enforcement				£254.28	

NB requested to be removed on 28.11.18

Area	Task	Time (mintues)	Officer	£	
HHSRS ASSESSMENTS	schedule reminder 2 wkly	10 mins	0.17 PSEO	£4.79	
	Revisit (check recommendations)	60 mins	1.00 2 x PSEO	£57.54	
		170 mins (10 min per bedroom)			
	Return and complete formal HHSRS	30mins travel inc	2.83	2 x PSEO	£163.03
	Write up visit and uploads	60 mins	1.00 PSEO		£28.77
	HHRSS - Rating system	180 mins	3.00 PSEO		£86.31
		180 (based on standard property)	3.00 PSEO		£86.31
	Complete SOW	45 mins	0.75 PSEO, EHO, PSLO		£174.15
	Case review	90 mins - 30mins			
	Revisiit (Part way through SOW/)	travel inc	1.50	2 x PSEO	£86.31
Revisit end of SOW - close case	45 mins	0.75	2 x PSEO	£43.15	

Not able to include

Enforcement	Case review for PACE recommendation	60 mins	1 PSEO & EHO	193
	Handover to EHO	45 mins	0.75 PSEO + EHO	145
	PACE letters	60 mins	1 PSEO + EHO	193
	PACE questions	120 mins	2 PSEO + EHO	385
	PACE set up & Interview	180 mins	3 PSEO + EHO	578
	PACE transcript	not tested - SLA	6 ??	
	PACE case notes	60 mins	1 PSEO + EHO	193
	Review case	30 mins	0.5 EHO	82
		60 mins (not tested yet)		
	Case referral for Enforcement Panel	30 mins (not tested yet)	1 EHO	164
	Case heard at Panel	30 mins (not tested yet)	1 EHO*	164
	Outcome of panel notes	30 mins (not tested yet)	1 EHO	164
	Action from panel	Not tested yet	82 EHO	13442

If suspected	Service request & upload	25 mins	0.417 PSSO	12
HMO no application	Intinal contact & case alloaction	30 mins	0.5 PSSO	14
received	Review case for referral	30 mins	0.5 PSEO	14
	Interrogate systems	60 mins	1 PSEO	29

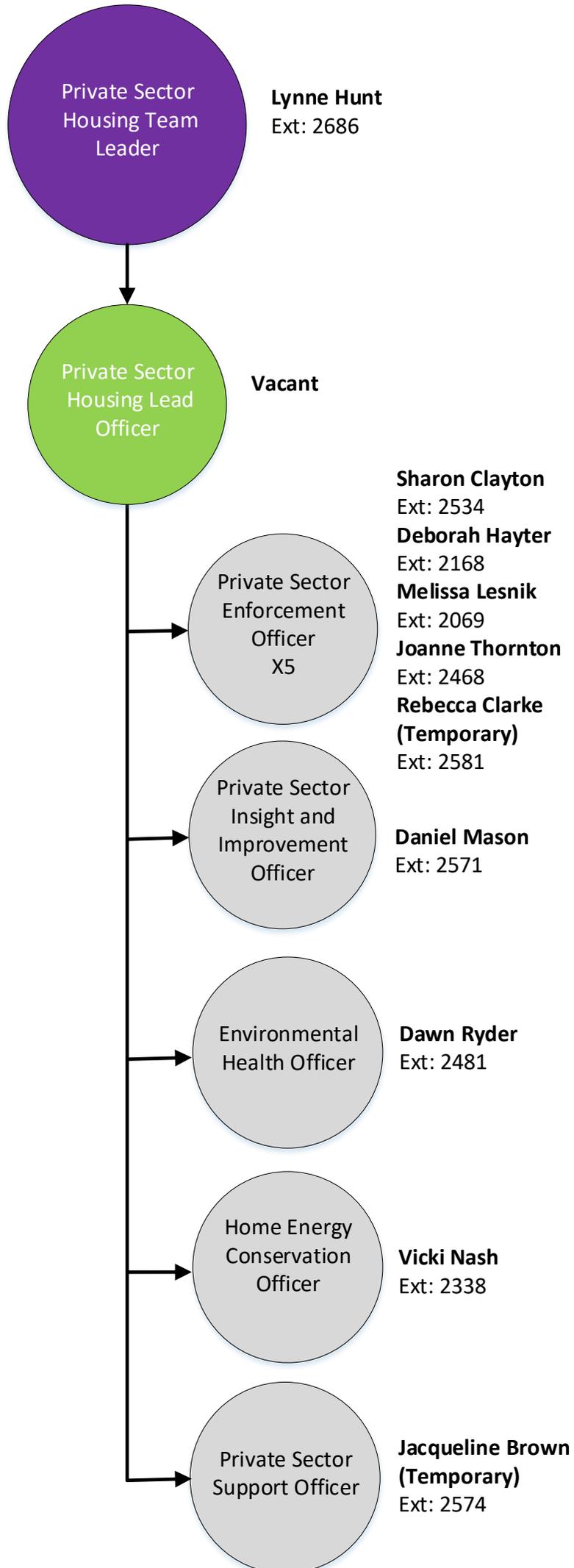
Code	Title	Hrly Rate
PSSO	Private Sector Support Officer	£28.93
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GM *	Group Manager	£163.93
AD	Assistant Director	£189.12



Private Sector Housing Structure Chart

Version 1

Last Reviewed: May 2019





AGENDA ITEM:

Report for:	Cabinet
Date of meeting:	30 July 2019
PART:	I
If Part II, reason:	n/a

Title of report:	Medium Term Financial Strategy 2019/20- 2023/24
Contact:	Cllr Graeme Elliot, Portfolio Holder for Finance & Resources James Deane, Corporate Director (Finance and Operations)
Purpose of report:	To present to Cabinet the revised Medium Term Financial Strategy for approval.
Recommendations:	It is recommended that Cabinet recommend to Council the approval of the revised Medium Term Financial Strategy for the period 2019/20 – 2023/24, including the recommendations at Section 2 of the Strategy.
Corporate objectives:	The Medium Term Financial Strategy supports the delivery of all five of the Corporate Objectives.
Statutory Officer Comments:	Section 151 Officer: This is a S151 Officer report. Deputy Monitoring Officer: No comments to add to the report.
Consultees:	Budget Review Group Finance & Resources Overview & Scrutiny Committee Corporate Management Team Senior Leadership Team
Background papers:	Budget 19/20; Cabinet, February 2019; Agenda Item 7
Glossary of acronyms and any other abbreviations used in this report	MTFS- Medium Term Financial Strategy NHB- New Homes Bonus RSG- Revenue Support Grant SFA- Settlement Funding Assessment

Background

1. Attached is the Council's Medium Term Financial Strategy (MTFS) for the period 2019/20-2023/24. The MTFS is a standalone document and all of the relevant background and context is contained within the Strategy itself.
2. The MTFS was considered by the Finance & Resources Overview & Scrutiny Committee at its meeting of 9 July 2019, together with an accompanying presentation from the Corporate Director (Finance & Operations).
3. The MTFS was the only item on the OSC agenda and was discussed in depth. The formal minutes of the meeting are available on the following link:

<https://democracy.dacorum.gov.uk/documents/g2110/Printed%20minutes%2009th-Jul-2019%2019.30%20Finance%20and%20Resources%20Overview%20and%20Scrutiny.pdf?T=1>

4. It is recommended that Cabinet recommend to Council the approval of the revised Medium term Financial Strategy for the period 2019/20- 2023/24.



MEDIUM TERM FINANCIAL STRATEGY

Author	James Deane, Corporate Director (Finance & Operations)		
Responsible officer	James Deane, Corporate Director (Finance & Operations)		
Date of publication	July 2019	Date of last version	July 2018
Version no.	1	Date of expiry	July 2020
Associated documents			

DACORUM BOROUGH COUNCIL MEDIUM TERM FINANCIAL STRATEGY 2019/20–23/24

July 2019

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1. Introduction

- 1.1 The Medium Term Financial Strategy (MTFS) is the Council's key financial planning document for the provision of General Fund services. (The Housing Revenue Account has a separate thirty-year business plan, and is not considered within this MTFS.) In detailing the financial implications of the Corporate Plan over a five-year period, the MTFS provides a reference point for corporate decision-making and ensures that the Council is able to optimise the balance between its financial resources and delivery of its priorities.
- 1.2 The MTFS informs the annual budget-setting process, ensuring that each year's budget is balanced and considered within the context of the Council's ongoing sustainability over the entirety of the planning period. The annual budget-setting process is detailed in the Financial Planning Framework in Section 3.
- 1.3 In order to forecast the Council's future financial position, the MTFS contains a number of assumptions, the bases of which are detailed throughout the Strategy. It should be noted that these assumptions are subject to change. The Corporate Director (Finance & Operations) will report back to Cabinet as a matter of urgency if there are changes to key assumptions in the Strategy that threaten the sustainability of the approved MTFS.

2. Recommendations

- 2.1 The MTFS makes the following recommendations for approval by Council. It is recommended that:
 - 2.1.1 The financial projections within the 5-year Medium Term Financial Strategy be noted, and the Strategy approved;
 - 2.1.2 A General Fund savings target of £780k be approved for the 2020/21 budget-setting process;
 - 2.1.3 A four-year General Fund savings target of £2.9 million be approved for the duration of this Medium Term Financial Strategy;
 - 2.1.4 The Corporate Director (Finance & Operations) works with the Council's Corporate Management Team and Portfolio Holders to deliver options that will achieve the saving targets identified within the strategy;
 - 2.1.5 The Financial Planning Framework is approved to support the budget-setting process for 2020/21; and,
 - 2.1.6 The Corporate Director (Finance & Operations) be requested to revise the Medium Term Financial Strategy and re-present to Cabinet and Council for approval if material changes to forecasts are required following future Government announcements.

3. Financial Planning Framework

- 3.1 The Financial Planning Framework, shown below, demonstrates the process by which the Council ensures that revenue and investment plans are developed in tandem, and that the annual budgets approved by Council each February are developed within the context of longer-term sustainability. It also demonstrates the consultation the Council undertakes with major stakeholders as part of the budgeting process.

July	The final 2018/19 audited accounts are approved by the Audit Committee. Proposed departmental savings targets and MTFS is approved and communicated.
July – September	Budget Holders begin developing Service Plans, in consultation with Portfolio Holders, for the following year. These plans include revenue and capital bids, and highlight new savings proposals and budgetary pressures.
September	Proposed Savings proposals and budget changes are scrutinised and challenged by the Corporate Director (Finance & Operations), Chief officers group and the Budget Review Group, supported by the Financial Services team.
October	Final Savings proposals approved by COG and the Budget Review Group.
November	Draft budget proposals presented to Joint Overview & Scrutiny Committee, for Members' scrutiny.
November – December	Provisional Local Government Finance Settlement announced by Government, which sets the level of grant the Council will receive over the next year(s). Consultation events held with Town and Parish Clerks and Members, and with members of the public.
January	Feedback from November Joint OSC is considered by Budget Review Group, and incorporated into final budget proposal presented to a second Joint Overview & Scrutiny Committee meeting.
February	Final budget report presented to Cabinet for recommendation to Council. Council considers the recommendations of Cabinet for approval.
April	The new financial year begins, and the approved budget is then assessed under the in-year budget performance monitoring process.

4. Review of the Council's primary funding streams (General Fund)

- 4.1 The current financial year, 2019/20, is the final year of a four-year funding deal agreed with Government in 2016. At the time of writing there have been no indications from Government as to the level of funding that Dacorum or any other Local Authority can expect in 2021 and beyond.
- 4.2 Given the scale of the contribution Government funding makes to the provision of DBC services, the need to work purely on assumption inevitably introduces significant risk to the MTFS. This risk is compounded by the fact that in 2021

Government intends to introduce a new method of assessing the 'need' of each local authority, which will largely determine the level of funding it receives in the future.

4.3 DBC currently receives funding from Government under two broad headings:

- **Settlement Funding Assessment (SFA)**

Although this includes both Revenue Support Grant (RSG) and Baseline Funding (Business Rates), it is most easily understood as a single figure, based on Government's assessment on the level of 'need' across Dacorum (see paragraphs 4.4 – 4.12).

- **New Homes Bonus (NHB)**

A payment based on the increased number of Band D equivalent properties across the borough. Each additional unit attracts an annual payment for a period of four years (see paragraphs 4.13 – 4.17).

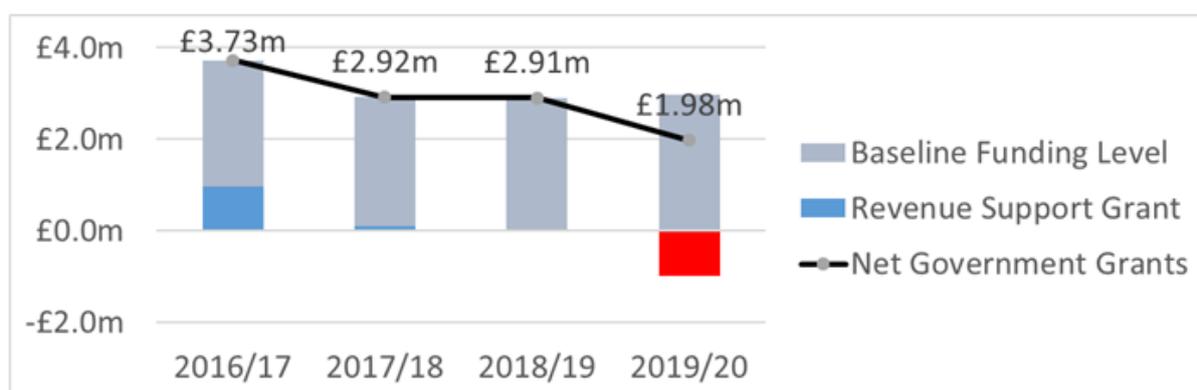
The rationale for assumptions on future levels of Government funding within this MTFS are detailed in the subsequent paragraphs, together with an update on the Government position.

Settlement Funding Assessment (SFA)

4.4 The two constituent parts of SFA funding reflect legacy funding streams that are likely to be merged into a single funding stream following Government's Fair Funding Review, scheduled to complete in 2019 (see paragraphs 4.18 – 4.23). The key message is that the combined figure of the two elements represents what Government believes the level of 'need' to be within Dacorum.

4.5 When DBC agreed the current 4-year funding deal in 2016, the level of SFA comprising the two constituent parts was scheduled as follows:

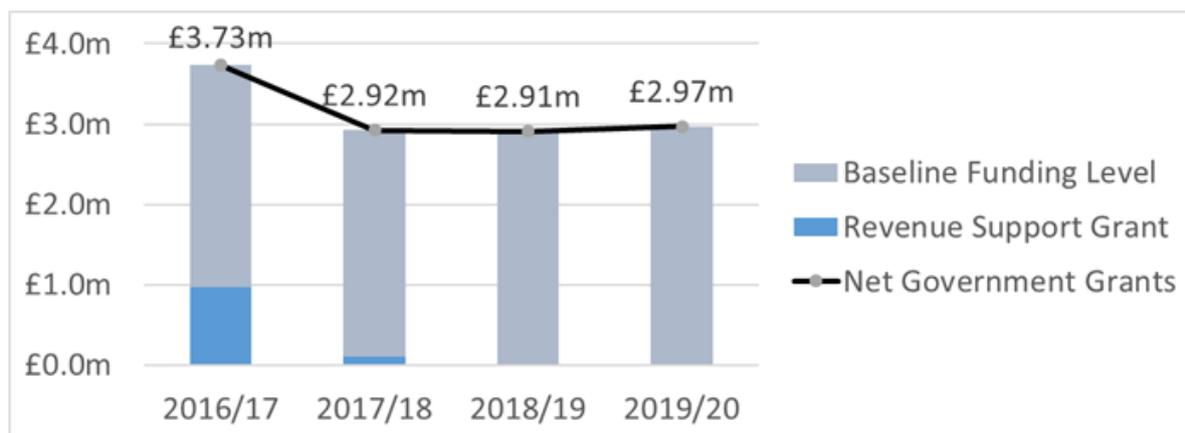
Table 1: 4-year funding deal agreed



4.6 The Council set its MTFS accordingly and delivered the savings required to balance its budgets in the face of these reductions.

4.7 In November 2018, MHCLG announced that there would be no 'negative RSG' in 2019/20 (the red portion on the graph above). This had the impact of raising the level of DBC's Net Government Grant by c£1m in 2019/20, as follows:

Table 2: actual funding over previous 4 years



- 4.8 The prudent interpretation of this suspension of negative RSG is that it was a one-off benefit to Local Government rather than an indication that Government has radically rethought its position on the level of need for affected councils. Based on this logic, DBC delivered the saving and contributed the additional funding in 2019/20 to reserves for future, one-off expenditure.
- 4.9 The treatment of this benefit in 2019/20 is significant because it is possible that a similar decision will be required in 2020/21. The sector press has speculated that there may be a delay to the release of the Fair Funding Review and consequently to the implementation of the new allocation model. If that is the case, there will be an interim funding arrangement in place for 2020/21. If this proves more beneficial than anticipated for DBC within this MTFS, it is recommended that the benefit be treated as one-off and transferred to reserves.
- 4.10 Because, as yet, there is no indication of likely Government funding in 20/21, this MTFS assumes that the total amount of SFA funding will be £1.4m next year – broadly this is the £2m in Table 1, plus an assumed further reduction of £600k. This reflects an overarching assumption that Government funding will continue to fall each year in roughly equal amounts until there is no SFA funding, resulting in self-sufficiency for the Council from 2022/23.
- 4.11 The Council expects to receive more clarity on future years' funding once the outcome of the Fair Funding Review is announced, scheduled for late 2019. Until then the current assumption of c£800k pa reductions is a prudent balance between not assuming too high a level of reduction (with the risk having to affect services more than necessary), and not assuming too low a level of reduction (with the risk of unpreparedness).
- 4.12 If the funding reductions are less than assumed, then the Council's savings target will reduce. If the reductions are greater than assumed then, on the basis of work already done to find savings for next year, the Council will be well-placed to respond. If necessary, the Council has a balance of c£900k in its Savings Efficiencies Reserve forecast for the end of 2020, which is held to provide a short-term smoothing measure in the event that funding reductions are more severe than anticipated – giving the Council additional time to identify more sustainable savings initiatives. This

reserve has been funded over a number of years through the delivery of savings in advance of need, and has been earmarked to draw on in this particular scenario.

New Homes Bonus

- 4.13 New Homes Bonus (NHB) is paid to local authorities as an incentive to stimulate local housing growth, and takes the form of a grant payable to the Council linked to year-on-year growth in the taxbase. The first 0.4% of growth attracts no NHB, but for growth above this point, each Band D equivalent attracts an annual payment of £1,671 per annum for a 4-year period. Affordable Housing units attract an additional £350 per unit bonus payment.
- 4.14 The proposed MTFS assumes NHB payments in future years based on a rolling average of the previous three years. This is updated annually, but currently equates to c£430k per year for future years.
- 4.15 NHB is considered by the LG sector to be a vulnerable funding stream for a number of reasons: it does not reflect Government's assessment of need within a given authority area (and so is inconsistent with their overarching principles of core funding); Government's overall NHB funding pot has been reduced by around half over the last three years; areas with low demand for housing or with tight planning restrictions are not supportive of the scheme; and, the National Audit Office has previously raised concerns that Government is unable to demonstrate that NHB has directly contributed to the number of homes delivered.
- 4.16 As a result of this vulnerability, the MTFS recommends a continuation of the Council's previous strategy towards NHB, i.e. that it is contributed to reserves for future one-off expenditure rather than being built into the baseline budgets and the Council becoming reliant on it for the ongoing delivery of its services. This means that if the NHB scheme is withdrawn or dramatically restricted at short notice, the Council will not immediately face additional revenue savings pressures.
- 4.17 The NHB forecast for future years is based on a rolling average of the previous 4 years. This is reviewed annually, and the longer-term assumptions revisited when more clarity is received from Government on the future of the scheme. This is expected as part of the Fair Funding Review.

Fair Funding Review

- 4.18 Government has previously committed to 75% of Business Rates being available to fund the Local Government sector from 2020 onwards, with a further increase to 100% when primary legislation can be passed. It is important to note that this is a high-level, sector-wide funding envelope and that there is no direct link between the amount of Business Rates an individual authority may collect and the level of funding it is likely to receive.
- 4.19 Although the new funding scheme is likely to contain growth incentives where authorities are able to share in any growth in Business Rates collected within their boundary, the overwhelming majority of funds collected through Business Rates will be redistributed between authorities, nationally, depending on Government's assessment of their 'need'. Redistribution will always be necessary in order to prevent the large variations that would otherwise occur between different local authorities' ability to fund their services.

- 4.20 The fundamental question underpinning Government's Fair Funding Review, therefore, is: how does Government design a model that will measure each authority's level of 'need', and ultimately determine the level of funding it will receive?
- 4.21 The current allocation of SFA funding to individual Local Authorities is driven by a Government model that incorporates numerous 'need' drivers to calculate the split of funding between different authorities.
- 4.22 As part of the project known as the Fair Funding Review (FFR), Government is currently working with local authorities to update the 'need' drivers within the allocation model. Crucially, in a departure from the current model, Government has confirmed that the new model will adjust each authority's 'needs' funding to reflect its ability to raise revenues locally. This will clearly involve the ability to raise Council Tax receipts, but may also include assumed levels of Business Rates growth, and possibly even fees and charges.
- 4.23 The outcome of the FFR is currently scheduled for consultation at the end of 2019. Once more detail becomes available, the Council will need to revisit its assumptions to ensure that they remain relevant under the new funding mechanism.

Council Tax

- 4.24 Within the new allocation model, Dacorum is likely to be considered to have an above average ability to raise revenues locally because its taxbase (number of Band D properties multiplied by Band D Council Tax level) is around the 15th largest of the 200 district councils. Depending on how this is factored into the new model, it is likely that, relative to other district councils, this will reduce the amount of funding granted to Dacorum in future years.
- 4.25 Furthermore, Government has made clear that the new allocation mechanism will assume that each authority maximises the revenue it can raise locally every year, and that any grant funding awarded will reflect this assumption. In other words, any authority that does not increase Council Tax by the maximum permissible amount is likely to be operating below the overall level of funding that Government deems necessary to remain sustainable.
- 4.26 Under current legislation, district councils are permitted to increase Council Tax by the higher of £5 or 1.99% per Band D (equating to £4 for Dacorum), without triggering a referendum at an estimated cost of £80k. For the reasons given in paragraphs 4.25 and 4.26, this MTFS assumes an annual Council Tax increase of the maximum permissible, i.e. £5 per Band D.
- 4.27 In recent years, the Local Government Finance Settlement (usually announced in December of each year), has granted additional freedoms to increase Council Tax to the higher of 2.99% or £5 without triggering a referendum. If this option were to be offered again, it is recommended that the Council implements an increase of 2.99% (equating to c£6 per Band D). This would generate further revenue of c£60k, enabling the Council to maintain pace with Government's assumption on increases, and to optimise the overall funding available.

5. Review of MTFS assumptions

Update of General Fund budget assumptions based on 2018/19 outturn

- 5.1 The basic principle of the MTFS model is to extrapolate the current year's approved budget, in this case 2019/20, over the next four years. The extrapolation process incorporates assumptions on government grant, inflation, changes in demand for services, changing legislation, and probable risks and opportunities.
- 5.2 The 2018/19 outturn is to be presented to the Audit Committee at its meeting of 18 July. A fundamental part of the outturn analysis is to focus on those areas where there were over- or under-spends in order to identify whether the budget assumptions could be updated in order to improve the accuracy of the MTFS. Budgetary assumptions for 2020/21 have been updated where appropriate.

Update of MTFS assumptions based on other information

- 5.3 A range of information sources have been used to inform the updated assumptions shown within the following table. The rationale behind estimates is shown in the notes below. Further sensitivity analysis will be undertaken as new information becomes available.

Table 3: Budget Assumptions

	Note	2020/21	2021/22	2022/23	2023/24
Income					
Council Tax	1	3.58%	3.52%	3.46%	3.46%
Revenue Support Grant	2	(£1,640k)	(£2.44m)	(£3.23m)	(£3.23m)
Business Rates Retained	3	2%	2%	2%	2%
Fees & Charges	4	0.76%	0.76%	0.76%	0.76%
Expenditure					
Pay settlement	5	2.9%	2.8%	3.1%	3.1%
Pay: contract increments	6	0.5%	0.5%	0.5%	0.5%
Utilities	7	5%	5%	5%	5%
Fuel	8	5%	5%	5%	5%
Supplies & Services	9	2%	2%	2%	2%

Notes:

1. Increase by £5 per Band D and 1% increase in tax base (see paras 4.24 – 4.27).
2. Based on the assumption that RSG will continue the historical trend of £800k annual reductions (see paragraphs 4.10 – 4.11).
3. An inflationary increase of 2% per annum
4. Inflation assumptions from OBR on *controllable* income from fees and charges
5. Based on the assumptions from the OBR March 2019
6. Based on actual increments due and historical staff turnover rates
7. Based on historical trend analysis and recent proposed unit cost changes
8. Based on historical trend analysis and recent proposed unit cost changes
9. Inflation assumptions from Office of Budget Responsibility (OBR)

Growth

- 5.4 Growth is defined as an increase in the expenditure, or the net expenditure, budgets of the Council. In the event that essential or unavoidable growth is required within a Service area, a business case outlining the requirements should be produced by the relevant Group Manager and Assistant Director, and be signed off by the Director and S151 Officer, before being submitted for consideration by the Budget Review Group.
- 5.5 Growth in the income generating capacity of a particular Service does not mean that the additional income automatically accrues to that Service. All Council income, unless stated otherwise by statute, is considered corporate income and is used to finance the provision of all Council services. All requests from budget holders to retain additional income budget in order to finance increased expenditure are subject to the growth process outlined above.
- 5.6 If, during the budget-setting process, a budget holder reduces the cost of providing one of their services, the resultant saving does not automatically become available to them to finance the expansion of an alternative service area. All savings made across services constitute a contribution to the Council's corporate budgetary position. Any expansion of a Service area constitutes growth, which necessitates a separate growth bid.

Fees and Charges Strategy

- 5.7 The fees and charges set by the Council are subject to annual review as part of the budget-setting process. Changes made between years are included within the annual Budget Report, and are subject to Council approval. The key principles behind charging are that:
- discretionary charges should recover costs unless the strategy is to provide a particular service at a subsidy;
 - discretionary income should be optimised through appropriate commercial charges; and,
 - robust systems of discounts or concessions should be in place for those who would otherwise find that they could not access services, where deemed appropriate.
- 5.8 Provision of many Council services is a statutory requirement and charges for access to these are determined as part of that requirement. The Council therefore has no discretion in setting these fees.
- 5.9 A thorough review of the true cost and effectiveness of providing statutory services must be undertaken on a regular basis to ensure that the fees charged meet the cost of service provision wherever possible. Where any review indicates an under-recovery of cost, alternative methods of service provision and comparison with other comparable authorities must be undertaken to identify opportunities for minimising the liability to the Council.
- 5.10 The Local Government Act 2003 includes a general power for Councils to charge for discretionary services i.e. services that an authority has the power, but no obligation,

to provide. Some discretionary charges are governed by alternative legislation, in which case this general power does not then apply.

- 5.11 Increases for the annual review of fees and charges have been included in the MTFS projections based on the percentages set out in table 5.3.

General Fund Working Balances and Earmarked Reserves

- 5.12 The Council's Reserves Strategy is integral to the MTFS because it demonstrates how the Council augments its annual ongoing running costs with plans to finance specific items of one-off expenditure over the medium-term. The Strategy is reviewed annually, and was most recently approved by Council within the 2019/20 Budget Report, in February 2019.

- 5.13 The Council holds two types of reserve. These are:

a. **Working balances**, which are required as a contingency against unforeseen events and to ensure that the Council has sufficient funds available to meet its cash flow requirements. The Local Government Act 2003 requires the S151 Officer to report on the adequacy of financial reserves when setting the General Fund budget requirement for the year. This requirement was met within Appendix N of the Budget Report to Cabinet in February 2019.

b. **Earmarked reserves**, which are funds approved by Members to finance specific items of future expenditure. The Council's Financial Regulations dictate that Earmarked Reserves can be created only by Member approval, and that all subsequent transfers to and from those reserves also require Member approval.

- 5.14 In accordance with best practice, the General Fund Working Balance is maintained at a level between 5% and 15% of Net Service Expenditure.

6. General Fund medium-term savings requirements

- 6.1 Based on the assumptions detailed throughout this Strategy, and the need to maintain the desired level of General Fund Working Balances, the Total Savings Requirement over the life of this MTFS is £2.9m.

- 6.2 The Council has a three-year savings plan in recognition of the fact that the more easily deliverable savings opportunities have already been taken and that future initiatives are likely to be more complicated and have a longer lead-in period. As a result of this, the Total Savings Requirement comprises two elements which reflect the fact that the Council has a number of initiatives already underway to deliver savings in future years. The table below provides a breakdown of the savings requirement, and is followed by a brief explanation of each element.

Table 4: Medium Term Financial Savings Requirement.

		2020/21	2021/22	2022/23	2023/24
a.	Savings identified, but still to be delivered	£643k	£60k	£102k	£0
b.	Savings still to be identified	£134k	£786k	£757k	£407k
	Total Savings Requirement	£777k	£846k	£859k	£407k

- a. **'Savings identified but still to be delivered'** – refers to those savings initiatives already identified by budget holders as deliverable in future years. These savings,

particularly the £643k identified for 2020/21, must be considered high risk. If delivery of these schemes is delayed, the savings target for 2020/21 will increase.

To mitigate the risk of delayed delivery, the Finance Team scrutinises budget holders' progress against these initiatives on a monthly basis. Updates are reported to CMT each month and to Budget Review Group throughout the year, as well as formally to Members of OSCs and Cabinet as part of the quarterly Budget Monitoring reports.

- b. **'Savings still to be identified'** – refers to additional initiatives that must be put in place prior to April 2019 in order to meet the Total Savings Requirement. These initiatives will be identified through the annual budget-setting process detailed within the Financial Planning Framework in paragraph 3.1.

7. Key Budget Risks (General Fund)

- 7.1 The following paragraphs outline some of the key financial risks facing DBC over the medium-term. These risks will be monitored and Members kept updated on the implications for the MTFS.

Local Government Funding Changes – Spending Review/Fair Funding/Business Rates Retention.

- 7.2 There are currently two reviews underway within Central Government which will fundamentally influence the level of funding Dacorum receives in the future. These are:

- The 2019 Spending review; and,
- The Fair Funding Review.

- 7.3 A **Spending Review** is a Central Government exercise which sets Departmental Expenditure Limits (DEL) for a multi-year period for all government departments. In his 2018 Budget, the Chancellor announced an SR for 2019. SR19 is significant for the local government sector because it will determine the amount of funding available to MHCLG to fund local authorities over the next three or four years. In the face of competing priorities such as health and education, the overall funding envelope for local government may be negatively impacted.

- 7.4 The **Fair Funding Review** (FFR) is running concurrently with SR19 and has been set up to create a model that will assess the relative financial needs of local authorities, and allocate a level of funding accordingly. The FFR runs hand in hand with the Spending Review because it provides the model that will distribute the amount of funding made available through the SR.

- 7.5 Examples of criteria currently under consideration by the FFR to assess need are deprivation, demography and geographical location. Although the relative weighting of each criterion is yet to be determined, current thinking is that the final funding 'drivers' will favour those authorities providing social care, which will result in a diminished pot of funding available for distribution among district councils.

- 7.6 The current Business Rates Retention scheme will be incorporated within the FFR model, which it is anticipated will include drivers to continue incentivising local authorities to deliver the national policy agenda of economic growth and increased housing numbers.

- 7.7 The Spending Review and the Fair Funding Review are currently expected to be developed, consulted on and finalised by January 2020 for implementation from 2020/21 onwards. Members will be updated as more information becomes available.

Brexit

- 7.8 The continued move towards financial self-sufficiency means that local authorities are increasingly exposed to fluctuations and changes in the economy. In particular the extent to which councils' financial sustainability will be linked to their ability to grow and retain rate-paying businesses has yet to be confirmed through the FFR.
- 7.9 Added to this uncertainty are the ongoing negotiations around Brexit, and the uncertainty around how multinational companies will view the UK's attractiveness as a base for investment as details of Brexit begin to emerge. There is a risk that demand for commercial property in the UK will fall as a result of the UK leaving the EU, resulting in reduced Business Rates and consequent funding pressures for local authorities in the medium-term.

Borrowing

- 7.10 There is a risk that the UK's credit rating could be downgraded as a result of slow economic growth and prolonged Brexit negotiations, thereby prolonging economic uncertainty in the eyes of investors.
- 7.11 If this risk were to crystallise, and the cost of government borrowing was to increase, the lending rates available to the Council through the Public Works Loan Board would also increase. Based on the currently approved Capital Programme such an increase would not pose an immediate problem for the Council because there is a minimal additional borrowing requirement over the medium-term. However, this could change if the Council wished to extend the Capital Programme, thereby increasing its borrowing requirement at a time when interest rates were rising.

Pensions

- 7.12 The Council's pension fund is the most volatile material liability on the balance sheet and prolonged economic uncertainty could drive up the deficit in the short-term. The size of the pension fund deficit has a direct relationship with the amount of contributions the Council is required to make to the fund, and therefore to the annual revenue cost of providing the scheme.
- 7.13 Changes to the Council's contributions are triggered by the recommendations of the fund's triennial review, the next is due in December 2019. The previous 2016 review required the Council to increase its employer's contribution rate from 16% to 18.5%, c£370k per annum, from 2017 in order to meet the likely future costs for current employees. There is also the risk that increased deficit relating to past service costs will increase depending on the assumptions within the actuarial valuation.
- 7.14 The Council currently has a Pensions Reserve of £2.2m which could be used for one-off payments to reduce the historic deficit, pending future actuarial reviews. However, given the scale of potential payment fluctuations, this MTFS recommends a continued further annual contribution to the reserve of £200k per annum. This recommendation can be reviewed at the time of the next triennial review, December 2019, to ensure that it remains appropriate.

Staffing pressures

- 7.15 In common with other local authorities within Hertfordshire, the Council is currently facing challenges in the recruitment of staff with professional qualifications e.g. within Finance, Legal, Building Control, Planning, and Environmental Health. In the short-term this can cause a revenue pressure as the Council is forced to increase its use of (more costly) agency staff in order to maintain service provision. Council officers continue to work with neighbouring authorities to identify a strategic solution to future recruitment needs.
- 7.16 The current MTFS assumes future years' pay inflation in accordance with the Office of Budget Responsibility's RPI forecasts. Any future increase in pay levels greater than this would result in additional financial pressure to the council. An additional increase of 1% in pay would result in an annual budgetary pressure of c£200k.

Universal Credit

- 7.17 The continued implementation of Universal Credit is expected to have a longer-term financial impact on the Revenues and Benefits service. At present the extent of the impact is uncertain as the value of future Benefits Administration Grants is unknown, and the level of service the Council will be required to provide to residents on an ongoing basis is also uncertain. These developments will be monitored closely as part of the UC implementation and any future government announcements will be communicated to Members accordingly.

8. Housing Revenue Account (HRA)

- 8.1 The HRA Business Plan plans delivery of the Council's housing objectives over a thirty-year period. The long-term perspective is necessary to ensure sound investment decisions both in terms of the Council's new build programme and in maintaining existing stock.
- 8.2 The Business Plan is kept constantly under review, and is presented for Members' approval at least annually. The most recently approved HRA Business Plan was approved by Cabinet in March 2018, with an updated version scheduled for cabinet in September 2019.

9. Capital Resources

- 9.1 Capital expenditure is defined as expenditure incurred on the acquisition or creation of assets needed to provide services for in excess of one year, such as houses, vehicles, public buildings, play areas, ICT, etc.
- 9.2 Capital grants and borrowing can only be spent on capital items and cannot be used to support revenue budgets. However, it should be noted that revenue funds can be used to support capital expenditure. Under the Local Government Act 2003, each council can determine how much it can borrow within prudential limits. All borrowings must be financed from the total available resources of the Council.

Flexible use of capital receipts

- 9.3 Within the 2016 Settlement, Government provided new flexibility for local authorities to use capital receipts from the sale of property, plant and equipment to support upfront revenue expenditure on transformational projects that will deliver ongoing efficiency savings. Councils can only use capital receipts from sales made since the

date of this announcement, and cannot use existing capital balances for revenue spending. The Council retains the ability to make use of this facility in future.

Capital Spending Plans 2019/20 to 2023/24

9.4 The Council's approved General Fund Capital Programme for the current and future years was approved by Council in February 2019, and is summarised below:

Table 5: Capital Expenditure Budgets.

	2019/20	2020/21	2021/22	2022/23	2023/24
	£m	£m	£m	£m	£m
Planned Capital Expenditure	16.7	7.9	5.7	7.8	3.4

General Fund

9.5 The Council's Capital Programme is currently fully funded until 2022, following borrowing of £19.4m taken in May 2015. The loan is structured over a portfolio of 24 remaining loans, with one maturing each year. The loan was taken from the Public Works Loan Board (PWLB), at favourable rates, around 60 basis points above gilts, and resulted in an average initial interest rate of 2.98%.

9.6 The Council is required to pay off an element of borrowing each year through a revenue charge, the Minimum Revenue Provision (MRP). The Council's Treasury Management Strategy approved by Cabinet in February 2019, sets out the Council's policy to, at a minimum, pay off the debt over the life of the asset associated with the borrowing. This policy has been applied to the MTFs forecasts.

9.7 The full impact of borrowing costs of the current Capital Programme on the Council's revenue budgets is reflected in the forecasts included in this strategy. However, the Council continues to examine the potential for further investment in a number of capital projects. The costs associated with these projects have yet to be finalised, and thus, at this stage, there is no provision for their funding within the MTFs. The implications of further borrowing will be considered as part of any decision to progress with these initiatives.

9.8 The financing of the Capital Programme will continue to be supported through the following prioritisation of funds: firstly, appropriate application of grant funding; secondly, use of revenue contributions and capital receipts generated from the sale of Council assets; and, thirdly, through undertaking prudential borrowing.

9.9 The approved General Fund Capital Programme is financed as follows:

Table 6: General Fund Capital Funding.

	2019/20	2020/21	2021/22	2022/23	2023/24
	£m	£m	£m	£m	£m
Capital Receipts and Reserves	6.5	3.2	4.9	3.6	2.2
Capital 141 Receipts	2.1	0.6	0	0	0
Borrowing	6.7	3.2	0	2.5	0
Grants and Contributions	1.4	0.9	0.8	1.7	1.2
Total	16.7	7.9	5.7	7.8	3.4

APPENDIX A - GENERAL FUND MEDIUM TERM FINANCIAL STRATEGY.

	Revised 2019/20	Estimate 2020/21	Estimate 2021/22	Estimate 2022/23	Estimate 2023/24
	£000	£000	£000	£000	£000
Service Expenditure & Income					
Employees	24,625	26,511	25,767	26,437	28,795
Premises	4,448	4,557	4,659	4,763	4,870
Transport	1,429	1,491	1,555	1,623	1,693
Supplies & Services	7,348	7,265	7,410	7,537	7,687
Third-Parties	756	771	786	802	818
Transfer Payments	47,199	47,199	47,199	47,199	47,199
Capital Charges & Bad Debts	4,917	4,920	4,922	4,924	4,927
Income	(69,315)	(70,188)	(70,546)	(71,101)	(71,320)
Recharge to HRA	(4,213)	(4,360)	(4,483)	(4,622)	(4,765)
Cumulative Savings	0	0	(137)	(939)	(1,711)
Net Cost Of Services	17,194	18,165	17,133	16,623	18,193
Less:					
Interest Receipts	(188)	(188)	(188)	(188)	(188)
Interest Payments & MRP	970	966	1,037	1,029	1,083
Reversal of Capital Charges	(4,802)	(4,802)	(4,802)	(4,802)	(4,802)
Revenue Contributions to Capital	0	0	2,100	0	0
Net movement to/(from) Earmarked Reserves	3,780	706	345	2,808	1,223
Budget Requirement General Fund	16,954	14,846	15,625	15,470	15,509
Parish Precepts	816	845	875	905	937
Budget Requirement Including Parishes	17,770	15,692	16,500	16,375	16,445
Funded by:					
Use of General Fund Balance	1	0	0	0	0
Business Rates Retained	(2,969)	(3,115)	(3,177)	(3,241)	(3,305)
(Revenue Support Grant)/Tariff	0	1,640	2,440	3,225	3,230
Pilot Business Rates Funding	(820)	(500)	0	0	0
New Homes Bonus	(2,179)	(1,728)	(1,671)	(1,840)	(1,728)
Council Tax (Surplus)/Deficit	(139)	0	0	0	0
Business Rates (Surplus)/Deficit	684	1,000	0	0	0
Net Expenditure before Council Tax	12,348	12,989	14,092	14,519	14,642
Demand on the Collection Fund	(12,348)	(12,857)	(13,307)	(13,764)	(14,236)
General Fund Balance B/Fwd	(2,502)	(2,503)	(2,503)	(2,503)	(2,503)
In year use	(1)	0	0	0	0
General Fund Balance C/Fwd	(2,503)	(2,503)	(2,503)	(2,503)	(2,503)
Total Savings Requirement		777	846	859	407
of which,					
Savings identified, and already delivered		0	0	0	0
Savings identified, but still to be delivered		(643)	(60)	(102)	0
Savings still to be identified		134	786	757	407

Appendix B: General Fund Reserves Summary	Balance as at 31/03/2019 £'000	Net Reserve Movement 2019/20 £'000	Balance as at 31/03/2020 £'000	Net Reserve Movement 2020/21 £'000	Balance as at 31/03/2021 £'000	Net Reserve Movement 2021/22 £'000	Balance as at 31/03/2022 £'000	Net Reserve Movement 2022/23 £'000	Balance as at 31/03/2023 £'000	Net Reserve Movement 2023/24 £'000	Balance as at 31/03/2024 £'000
Civic Buildings Major Repairs Reserve	200		200		200		200		200		200
Capital Development Reserve	300		300		300		300		300		300
Earmarked Grants Reserve	106	(10)	96		96		96		96		96
Management of Change Reserve	1,113	34	1,147	116	1,263	156	1,419	350	1,769	350	2,119
Technology Reserve	256		256		256		256		256		256
Savings Efficiencies Reserve	604	317	921	244	1,165		1,165		1,165		1,165
On Street Car Parking Reserve	202	(56)	146		146		146		146		146
Local Development Framework Reserve	419	250	669		669		669		669		669
Dacorum Development Reserve	36	3,134	3,170	2,228	5,398	1,671	7,069	1,840	8,909	1,728	10,637
Planning Enforcement & Appeals Reserve	54		54		54		54		54		54
Planning & Regeneration Project Reserve	103		103		103		103		103		103
Litigation Reserve	287	200	487		487		487		487		487
Vehicle Replacement Reserve	1,400	350	1,750	350	2,100	(1,750)	350	350	700	350	1,050
Invest to Save	198	170	368		368		368		368		368
Tring Swimming Pool Repairs Reserve	8		8		8		8		8		8
Youth Provision Reserve	44		44		44		44		44		44
Election Reserve	120	(90)	30	30	60	30	90	30	120	30	150
Uninsured Loss Reserve	500		500		500		500		500		500
Training & Development Reserve	23	(23)	0		0		0		0		0
Housing Conditions Survey Reserve	96	(35)	61	15	76	15	91	15	106	15	121
Dacorum Partnership Reserve	39		39		39		39		39		39
Dacorum Rent Aid - Guarantee Scheme	15		15		15		15		15		15
Rent Guarantee Scheme Reserve	15		15		15		15		15		15
Funding Equalisation Reserve	5,297	(684)	4,613	(1,000)	3,613		3,613		3,613		3,613
Pensions Reserve	1,973	200	2,173	(1,300)	873	200	1,073	200	1,273	(1,273)	0
Maylands Plus Reserve	46	23	69	23	92	23	115	23	138	23	161
Total Earmarked Reserves	13,454	3,780	17,234	706	17,940	345	18,285	2,808	21,093	1,223	22,316
Working Balance	2,502	1	2,503		2,503		2,503		2,503		2,503
Total General Fund Reserves	15,956	3,781	19,737	706	20,443	345	20,788	2,808	23,596	1,223	24,819

Agenda Item 10



Report for:	Cabinet
Date of meeting:	30 July 2019
PART:	1
If Part II, reason:	N/A

Title of report:	Approval for Adoption of revised Statement of Community Involvement (SCI) to guide consultation on planning matters
Contact:	Cllr Graham Sutton: Portfolio Holder for Planning & Regeneration Author/Responsible Officers: James Doe: Assistant Director, Planning, Development and Regeneration Andrew Horner: Team Leader, Strategic Planning and Regeneration
Purpose of report:	That Cabinet consider and approve the draft revised Statement of Community Involvement ('SCI') and recommend its referral to full Council for approval and adoption
Recommendations:	That Cabinet: 1. Agrees the draft revised Statement of Community Involvement annexed to this report and delegates authority to the Assistant Director, Planning, Development and Regeneration to make any final minor editorial and typographical revisions to the document including any necessary to reflect the Cabinet's discussions and decision prior to approval by Council 2. Recommends that Council adopts the revised Statement of Community Involvement
Corporate objectives:	The Council's Local Plan (of which the SCI forms one of the documents) helps support all 5 corporate objectives: <ul style="list-style-type: none"> • <i>Safe and clean environment:</i> e.g. contains policies relating to the design and layout of new development that promote security and safe access; • <i>Community Capacity:</i> e.g. provide a framework for local communities to prepare area-specific guidance such as

	<p>Neighbourhood Plans, Town / Village Plans etc.;</p> <ul style="list-style-type: none"> • <i>Affordable housing</i>: e.g. sets the Borough's overall housing target and the proportion of new homes that must be affordable; • <i>Dacorum delivers</i>: e.g. provides a clear framework upon which planning decisions can be made; and • <i>Regeneration</i>: e.g. sets the planning framework for key regeneration projects, such as Hemel Hempstead town centre and the Maylands Business Park.
<p>Implications:</p>	<p><u>Financial</u> There are no direct financial implications relating to the preparation of the draft revised SCI. However, there are implications for the consultation arrangements set out within it: and the need to balance public expectations regarding the types of consultation techniques used against the costs involved.</p> <p><u>Value for money</u> The SCI sets out the range of consultation techniques that will be used within the planning process and the need to ensure that these are fit for purpose and proportionate in terms of the scale and nature of the planning issue(s) involved.</p> <p><u>Legal</u> The production on an SCI is a legal requirement. Compliance with this by having an up-to-date SCI assists the Council in defending objections and appeals against its planning decisions. Conversely, failure to comply with the standards and processes set out within the SCI could result in legal action being taken by aggrieved third parties against the Council.</p> <p><u>Staff</u> No direct implications for staffing. However, all staff and elected Members need to be aware of the content of the SCI and follow processes and procedures within it.</p> <p><u>Land</u> No immediate direct implications, although the planning documents and proposals that will be subject to consultation processes set out in this SCI will have implications for the future use of land.</p>
<p>Risk implications:</p>	<p>The Local Development Scheme contains its own detailed risk assessment for plan-making documents.</p> <p>The Council must ensure that the Plan's proposals comply with Government policy, are founded on robust evidence (such as that detailing housing, employment and infrastructure requirements) and follow all statutory requirements regarding public consultation, publication, public examination etc (as set out in the relevant regulations and adopted SCI).</p>

	<p>The Authority Monitoring Report reviews the risks inherent in preparing and delivering the Local Plan. Monitoring of development is a source of information which, properly used, can assist risk reduction – i.e. it checks whether progress and control of development has been successful and can indicate where change (in policy or process) may be beneficial. Regular monitoring is also able to inform future Local Plan and planning policy document review.</p>
Community Impact Assessment:	<p>A full Sustainability Appraisal (SA) must be carried out as part of the Local Plan process. The SA looks at social, environmental and economic impacts in detail and is scrutinised at the Local Plan examination by an independent inspector.</p> <p>The Council has undertaken a Community Impact Assessment to support this revised SCI and associated Cabinet Report.</p>
Health and safety implications:	<p>No direct implications as a result of this report. There may be indirect implications relating to different types of consultation techniques and the choice of event venues.</p>
Monitoring Officer/ Deputy S.151 Officer comments:	<p>Monitoring Officer</p> <p>The SCI should help to ensure that the views of relevant stakeholders are taken into account in the statutory plan making and planning decision-making process, which improve the quality and consistency of those decisions and reduce legal challenges.</p> <p>Deputy Section 151 Officer</p> <p>There are no direct financial implications.</p>
Consultees:	<p>The revised SCI has been discussed internally with the following teams:</p> <ul style="list-style-type: none"> • Communications • Strategic Planning and Regeneration • Development Management • Legal <p>The intention of this report is for Cabinet to approve and recommend to full Council adoption of the SCI.</p>
Background papers:	<ul style="list-style-type: none"> • Adopted Local Development Scheme (July 2018) • Adopted Core Strategy (September 2013) • Adopted Site Allocations DPD (July 2017) • Dacorum Borough Local Plan (April 2004) • Authority Monitoring Report 2016/17 • National Planning Policy Framework (NPPF) • Planning and Compulsory Purchase Act 2004. • Planning Act 2008 • Town and Country Planning (Local Planning) (England) Regulations 2012 • Town and Country Planning (Development

	<p>Management Procedure) (England) Order 2015</p> <ul style="list-style-type: none"> • Listed Buildings and Conservation Area Regulations 1990
<p>Glossary of acronyms and any other abbreviations used in this report:</p>	<ul style="list-style-type: none"> • AMR - Authority Monitoring Report • LDS - Local Development Scheme • SCI - Statement of Community Involvement • SPD - Supplementary Planning Document • NPPF - National Planning Policy Framework • PPG - National Planning Practice Guidance • JSP - Joint Strategic Plan (<i>for SW Herts</i>) • SA - Sustainability Appraisal

Background

1.0 The role of the Statement of Community Involvement ('SCI')

- 1.1 The purpose of the SCI is to outline the Council's standards for community engagement in the planning process and how we will achieve these standards.
- 1.2 It sets out the Council's approach to community engagement in three parts:
- **Part A: Community Involvement in Dacorum's Plan-making and Planning Policy:** the preparation, alteration and continuing review of planning policy documents including the Dacorum Local Plan;
 - **Part B: Community Involvement in the South West Herts Joint Strategic Plan (JSP);** and
 - **Part C: Community Involvement in the Planning Application Process:** involvement in planning applications.
- 1.3 In particular, it explains:
- **When** we will consult the community in relation to planning applications, development plan documents and supplementary planning documents;
 - **What** publicity and consultation we will expect from applicants before they submit a planning application;
 - **How** we will engage with the community on Local Plans or Neighbourhood Plans;
 - **Who** we will involve at what stage of the process.
- 1.4 All local planning authorities are required to produce an SCI. The legal requirements for consultation, community involvement and planning applications are currently set out in the following legislation:
- **Plan-making:** Planning and Compulsory Purchase Act 2004 (as amended); Town and Country Planning (Local Development) England Regulations 2012 (as amended); Neighbourhood Planning (General) Regulations 2012 (as amended) and:
 - **Planning applications:** Town and Country Planning (Development Management Procedure) (England) Order 2015 (as amended) and Listed Buildings and Conservation Area Regulations 1990 (as amended).
- 1.5 Through the principles and approach to engagement set out in the SCI the Council is seeking to:

- Give those who want to, the opportunity to constructively contribute and participate in the local planning process;
- Commence the engagement process early to enable comments to be made in the initial stages before policies are drawn up, i.e. at the issues and options stage;
- Actively encourage participation from any groups who have in the past been under-represented in the local planning process e.g. young people and people from ethnic minority groups;
- Keep organisations and the public informed about the local planning process and provide feedback on how their comments have been considered;
- Raise awareness of the local planning process;
- Ensure corporate participation;
- Learn from the engagement process and how to improve it;
- Draw from the engagement process, views of other Council services and where possible outside organisations; and
- Enable communities to meaningfully participate and comment on planning applications in the Borough.

1.6 The purpose of engaging on planning policy issues and planning applications is to provide opportunities for constructive contributions and involvement. This is intended to enhance the quality of decision-making by the Council, promote shared responsibility (where appropriate); and raise awareness of the issues and understanding of the planning decisions taken.

2.0 The need to update the SCI

2.1 The Council's current SCI was adopted in 2016. When adopted, it made the commitment to review the document every two years. Since 2016, there have been changes in government policies, guidance and data protection, which have implications for the way the Council involves the community in planning matters.

3.0 Key Changes in the Draft Revised SCI

3.1 Much of the text of the previous SCI has been retained, with slight tweaks made to the format, to update and include new coverage and to simplify the text to make it easier to follow (as necessary).

3.2 The introductory sections of the Draft Revised SCI have been revised to set out a number of 'key principles' upon which the Council will approach community engagement on planning issues. Those principles are:

- **Communicate clearly**
- **Early involvement**
- **Recognising the needs of different groups in the community**

- **Providing clear opportunities for involvement**
- **Ease of access to information**
- **Providing feedback and sharing information**

- 3.3 **Within Part A**, ‘Community Involvement in Dacorum’s Plan-making and Planning Policy’, a number of diagrams have been introduced to help illustrate the opportunities for community engagement associated with different types of planning policy documents the Council may prepare. Further detail has also been added to explain community engagement processes associated with neighbourhood planning and the level of support the Council is able to provide to assist with such plans.
- 3.4 **Within Part B**, ‘Community Involvement in the South West Herts Joint Strategic Plan (JSP)’, this is a new section in the SCI which sets out how the South West Herts authorities will jointly engage with the wider communities across the area as it prepares the new South West Herts Joint Strategic Plan (JSP). In broad terms, the principles of engagement on the SW Herts JSP reflect those which will be followed by the Council in preparing Dacorum’s Local Plan.
- 3.5 **Within Part C**, ‘Community Involvement in the Planning Application process’, the text has been expanded to better explain the types of applications with which the Council gets involved, how the Council will notify and consult with local people in respect of those applications and the types of considerations that can or cannot be taken into account when assessing planning applications. New explanation has been added on what to do if a member of the public considers development may have happened or be happening, without permission.

4.0 Consultation on the Draft Revised SCI

- 4.1 Planning regulations set out the requirement to keep the SCI under review. Whilst there is no requirement in the regulations for Councils to undertake extensive consultation on the SCI, due to the SCI containing a set of procedures that will have a direct impact on a range of organisations with an interest in planning matters, it was considered appropriate to undertake focussed consultation before the final revised document is brought into effect.
- 4.2 Cabinet at its meeting on 29 January 2019 resolved to agree to a focussed consultation on the proposed revision of the SCI.
- 4.4 As resolved by Cabinet, a relatively informal consultation was carried out over a six week period ending on 14 April 2019, asking for general feedback on the draft document, rather than requiring this feedback to be submitted on a prescribed form: seeking views on the proposed modifications only. It was not an opportunity for interested parties to raise matters that relate to the unchanged parts of the SCI.

- 4.6 The consultation included the following groups and organisations: **Specific consultation bodies**, as defined in the Localism Act 2011, which includes adjoining local planning authorities, Hertfordshire County Council and other key bodies such as the Environment Agency, Natural England and Heritage England, Town and Parish Councils and Residents Groups and community associations.
- 4.6 The consultation responses received are summarised in Annex A attached to this report. The subsequent revisions to the SCI noted in Annex A have been incorporated into the revised SCI. The amendments are minor in nature and are shown as track changes in the revised SCI. They include:
1. Rationalising the numbering used and minor formatting changes;
 2. Inclusion of the Canal and River Trust as a body to be notified (paragraph 3.16);
 3. Updating reference to Historic England rather than its predecessor bodies (paragraph 3.11);
 4. Amendment to Appendix 1 of Towns and Parishes within Dacorum Borough

5.0 Recommendation

- 5.1 That the draft revised SCI is approved by Cabinet and recommended for adoption at full Council.
- 5.2 That Cabinet delegate authority to the Assistant Director for Planning, Development and Regeneration to make any final minor editorial and typographical revisions to the document including any necessary to reflect the Cabinet's discussions and decision.



July 2019

1. About the Project, service change or policy development

Responsible officer	Andrew Horner
Name and description of project, service or policy	
<p>Revised Statement of Community Involvement</p> <p>The requirement to prepare a Statement of Community Involvement (SCI) is set out in the Planning and Compulsory Purchase Act 2004. The SCI demonstrates that these legal requirements are being met. The SCI sets out the Council’s approach to community involvement in planning. In particular, it details the Council’s strategy for involving the community (in a meaningful and appropriate fashion) in both the consideration of planning applications and in policy making processes (through the Local Plan, Supplementary Planning Documents and through neighbourhood planning). The document is designed to give a clear indication of the extent of the opportunities for getting involved in planning matters, the techniques which will be used, as well as the means to do so.</p> <p>The Revised SCI is based on an earlier, adopted document. It has been updated to take account of changes to various planning regulations (which we have to accord with) i.e. to include a planning enforcement section and reference to Neighbourhood Planning, and the emergence of new consultation techniques/processes. Although in general, the SCI follows the same basic principles as the 2016 version of the SCI. In the main, the changes to the SCI are relatively minor in nature and assist the Council in moving towards more efficient and modern ways of working and communicating.</p> <p>The aim is to have an inclusive approach given the importance of consultation and therefore should have a positive impact for all (as we consult as wide an audience as possible for planning policy documents in an aim to reduce inequality). All planning officers are expected to accord with the Statement of Community Involvement; either through the development of the Council’s statutory plan or when consulting on a planning application.</p> <p>This affects anyone who lives in, studies in, works in, visits, or has an interest in Dacorum, such as:</p> <ul style="list-style-type: none"> • The community (residents, businesses, voluntary and specialist groups (i.e. residents associations)) • Those who engage in planning matters in Dacorum • Parish, Town and County Councils (including those surrounding Dacorum) • Interested developers, landowners and agents • Statutory consultees and various partners • Council staff and elected members <p>The SCI affects the way both Development Management and Spatial Planning will involve the community (and how people can get involved) at different stages of their activities. It also affects how planning functions are delivered. The process for involving interested parties in policy making processes is very different to engagement in the consideration of planning applications. In relation to specific planning applications, engagement (and its community impact) is very much locality specific depending on the scale of a planned development.</p> <p>It aims to promote equality for all through its objectives and particularly better access to the planning process in Dacorum and therefore make communities more sustainable.</p>	

2. Identifying the community impact

What impacts will this change have on the community? Information which might be useful in thinking about this includes our equality profiles , available for a number of demographic groups in Dacorum, and Spotlight on Dacorum , which provides information about the Borough as a whole and signposts users to detailed statistics at ward / postcode level through neighbourhood statistics.			
	Positive	Negative	What are the positive and negative impacts? How will the positive impacts be enhanced? How will the negative impacts minimised/eliminated?
The community in general e.g. social or economic benefits or negative impacts	✓		<u>Positive aspects enhanced:</u> <ul style="list-style-type: none"> • The Statement of Community Involvement aims at engaging people in planning matters, using a wide range of technical supports and methods. For example, diverse methods of involvement aimed at reaching groups that are not always involved and seeking community involvement to support community cohesion <ul style="list-style-type: none"> • Provision of engagement activities for all ages. The SCI includes consultation methods aimed at older people and younger people that can be used when appropriate e.g. the use of the internet and emails and online consultation may make it more accessible to younger people and the working population. Other forms of communication e.g. hard copy documents and use of local press should also ensure that all age groups, including older people are catered for. • Ensuring accessibility to information - availability of information online may help reduce barriers to involvement for those with physical disabilities. • People will be able to respond to the consultation in a variety of formats i.e. on line or by letter/email. Feedback from the consultation will be taken into account in determining the planning application or when preparing the final draft of the plan making document. • Recognition of different consultation needs: the SCI makes clear that plan making documents are available at the Council's main offices as well as online. • The approach taken in the SCI seeks to strengthen community involvement in the planning process, including the business community. • The SCI provides certainty on when and how the local community and stakeholders know can get involved • For Plan making documents, we strive to involve as many sectors of the local community as possible. The SCI includes consultation methods

What impacts will this change have on the community?

Information which might be useful in thinking about this includes our [equality profiles](#) , available for a number of demographic groups in Dacorum, and [Spotlight on Dacorum](#), which provides information about the Borough as a whole and signposts users to detailed statistics at ward / postcode level through neighbourhood statistics.

	Positive	Negative	<p>What are the positive and negative impacts?</p> <p>How will the positive impacts be enhanced? How will the negative impacts minimised/eliminated?</p>
			<p>designed to reach all groups including ‘hard to reach’ groups. For example, community or voluntary organisations representing racial/ethnic Groups (e.g. Herts Equality Council) and religious bodies are also included as organisations that should be consulted wherever appropriate. Proactive engagement with organisations representative of certain groups such as the National Federation of Gypsy Liaison may also be appropriate.</p> <ul style="list-style-type: none"> • Seeks to make best use of resources for community involvement (so it can be supported financially long term and provides value for money). • To provide a service which is accessible and affordable to all. The wide variety of consultation methods which will be employed should enable all to have an equal opportunity to be involved (if they wish to). Reasonable adjustments will be made where required. <p><u>Neutral impacts:</u></p> <ul style="list-style-type: none"> • Not everybody wishes to get involved in planning (however much the Council may seek to engage with them). • <u>Rural areas/isolation</u> could be felt where accessibility is more problematic for some people. Although the variety of engagement methods provides communities with every opportunity to engage on planning matters. • Poor literacy skills or those with poor internet accessibility or notifications. The variety of engagement methods provides communities with every opportunity to engage on planning matters. We recognise that people with literacy issues may need assistance so Council officers are available to provide explanation of the process in order to make the process accessible to the widest audience. For those customers unable to access information online alternative access methods are available. • Every effort is made to enable all to have an equal opportunity to be involved, although if meetings or forums are held it may be harder to obtain the views of rural communities. Where

What impacts will this change have on the community?			
Information which might be useful in thinking about this includes our equality profiles , available for a number of demographic groups in Dacorum, and Spotlight on Dacorum , which provides information about the Borough as a whole and signposts users to detailed statistics at ward / postcode level through neighbourhood statistics.			
	Positive	Negative	What are the positive and negative impacts? How will the positive impacts be enhanced? How will the negative impacts minimised/eliminated?
			such meetings are held, in the first instance the Council seeks to organise such events in easily accessible locations and venues. We will also take into account the scheduling (hours that the events run for and days of the week they are held).
On DBC as an organisation e.g. on staff or operations			Neutral aspects: <ul style="list-style-type: none"> We will make sure as many people as possible know about our SCI and commitment to work with the community on planning. This has benefits for increased officer understanding of the community.
The specific demographic considerations or characteristics e.g. age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation - specify where impacts are different for different considerations	✓		See above section about 'The community in general' where some demographic considerations or characteristics have already been covered. <u>Positive aspects enhanced</u> <ul style="list-style-type: none"> There is awareness in the Planning & Regeneration department that some individuals with protected characteristics¹ are not engaging with the planning system, for example, young people, ethnic community. The Statement of Community Involvement can potentially help improve the relationship between the Planning department and some individuals with protected characteristics¹ (as well as the rest of the community) by ensuring information is accessible and that people can participate / have their say. As above, by using a wide range of engagement methods and tools, it gives an opportunity for some individuals with protected characteristics¹ to get further opportunities to get involved in planning. <ul style="list-style-type: none"> The extensive use of the website in terms of access to planning information / consultations / documents is an opportunity for a wide range of people to get involved in planning, including those who cannot go to events / come to the office (due to their age / disability). We will do all we can to deal with requests for help to access the documents Interested parties are given ample time to

¹ E.G. age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation

What impacts will this change have on the community?			
Information which might be useful in thinking about this includes our equality profiles , available for a number of demographic groups in Dacorum, and Spotlight on Dacorum , which provides information about the Borough as a whole and signposts users to detailed statistics at ward / postcode level through neighbourhood statistics.			
	Positive	Negative	What are the positive and negative impacts? How will the positive impacts be enhanced? How will the negative impacts minimised/eliminated?
			engage in the planning process as consultation timeframes are aligned to meet the Regulation requirements. For example, complex plan making documents received 6+ weeks of public consultation.
The environment e.g. effects on the climate, trees, amenity space, biodiversity, water, energy, waste, material use, air quality	✓		<p><u>Positive aspects enhanced:</u></p> <ul style="list-style-type: none"> Electronic communication and responses limit printing (and associated costs) which have negative effects on the environment. <p><u>Future implications for the Local Plan</u></p> <ul style="list-style-type: none"> Sustainable Communities are a key aim of the Planning process, as outlined in national policy and hence a key aim of the Local Plan, Development Management and Neighbourhood Planning. Sustainable communities are communities in which people wish to live work and spend time, for example, they meet the diverse needs of existing and future residents, are sensitive to their environment, and contribute to a high quality of life. The SCI is part of a statutory process which aims to involve all interested stakeholders in the spatial planning of their area for the future.
Any community issues identified for this location , if the project is based in a specific area – state if this is not applicable e.g. if there are no specific issues for this location or if the project is district-wide	✓		<p>The SCI relates to the whole Borough of Dacorum.</p> <p><u>Positive aspects enhanced</u></p> <ul style="list-style-type: none"> Known needs and issues have helped to inform the proposals contained within the SCI. All these stakeholders will be invited to make comments on the SCI during a 6 weeks consultation period which will feed into the final SCI document. Regular monitoring is undertaken of development within Dacorum and is reported annually through the Authority Monitoring Report (AMR). <p>The Local Plan and the planning process aim to address other equality issues relating to ‘spatial planning’ (planning spaces and places) which can be linked to some individuals with protected characteristics¹ such as public transport, quality of place, and issues that are specific to rural communities.</p>

<p>What evidence have you used to assess the impact on the community? What baselines have been established and what data will be used to monitor the impact?</p>
<p>There is national, regional and local evidence available (such as the Census 2011) which shows that some individuals with protected characteristics¹ can face barriers in employment, access to services and information, participation in decision making and in consultation.</p> <p>This Community Impact Assessment has not identified any potential for discrimination or negative impact and all opportunities to advance equality have been taken. This is a refresh of an existing document and the fundamental principles which we have historically used have not changed. However, the new consultation methods the revised SCI has embraced ensures that the wider community will be aware of any planning consultation.</p>

<p>What steps have you taken or plan to take to consult the whole community or specific groups affected by the service or policy development? E.g. on-line consultation, focus groups, consultation with representative groups?</p>
<p>The Council has developed a Local Plans consultation database which records details of planning and land agents and their clients and private developers who operate within the district. The database also records details of service providers (public and private) who operate within the district, as well as people who wished to be updated on planning matters.</p> <p>The mechanisms proposed to be used in the review of the SCI are:</p> <ul style="list-style-type: none"> - use of the principles in the existing SCI - engagement exercises (internally with members) - A consultation on the Draft SCI document that will be conducted in Spring 2019. We will advertise the consultation on the website, via E-Digest and via a Public Notice. - We will mail out all those registered in the Local Plans consultation database (either via email or hard copy letter). - We will use the comments receive to feed the final version of the document - We will provide feedback after the consultation <p>A summary of the way we engaged with the community in the revision of the SCI will be available in a Consultation Statement (which will be reported to Cabinet).</p>

3. Review – a monitoring and evaluation programme will form part of the restoration project with annual results submitted to the HLF.

How will you review the impact, positive or negative once the service or policy has been implemented?		
<i>Action</i>	<i>By when</i>	<i>By who</i>
Improved involvement of all individuals with protected characteristics ¹ in planning matters. Ensure where possible that the responses received during the consultation are incorporated as appropriate into the final SCI, to enable an improvement in how many individuals with protected characteristics ¹ get involved in planning	Summer 2019	Planning Policy team / Development Management team
Continue to monitor the demography of participants and consider how to increase participation from any under-represented groups, to determine if the SCI is working or if an early review is necessary	Annually	Andrew Horner / Planning Policy team
Review the consultation methods at the end of each consultation to determine if the SCI is working or if an early review is necessary	Annually or after key consultati	Planning Policy team / Development Management team

How will you review the impact, positive or negative once the service or policy has been implemented?		
	on exercises	
Cabinet approved a six week focussed stakeholder consultation which was concluded 14 April 2019. Following consideration of the responses a very lightly revised SCI is being presented to Cabinet and full Council to consider approval and adoption. This impact assessment will be reviewed and updated where necessary post that consideration.	Summer 2019	Planning Policy team
Produce summary leaflets that succinctly outline the process to get involved with planning development or complex consultations run by the Council	As and when necessary	Planning Policy team

Name of responsible officer: Andrew Horner Reviewed and signed off by: (relevant Group Manager)
James Doe (for)

Role: Strategic Planning and Regeneration Team Leader Role: Group Manager (Strategic Planning and Regeneration)

Date: 10/7/19 Date: 10/7/19

Statement of Community Involvement



ADOPTED XXXX 2019

Foreword

Introduction

The statement of community involvement (SCI) outlines Dacorum Borough Council's standards for involving the community in the planning process and identifies the ways it will achieve these standards.

It sets out the Council's approach to public consultation in two areas of planning:

- 1) The preparation, alteration and continuing documents; and review of its planning policy
- 2) Consultation on planning applications

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Glossary

Some of the key terms used within this document are explained below.

Authority Monitoring Report (AMR)	A report produced each year by local authorities, which assesses progress with, and the effectiveness of, its plan making documents. Formerly known as the Annual Monitoring Report.
Community Infrastructure Levy (CIL)	A new charge which local authorities in England and Wales will be empowered, but not required, to charge on most types of new development in their area. CIL charges will be based on simple formulae which relate to the size of the charge to the size and character of the development paying it.
Deposit Point	Locations across the Borough where consultation documents can be viewed.
Environmental Information Regulations (EIR)	Details of what EIR is, when information is covered by the Regulations and which organisations are covered by the Regulations is available at: https://ico.org.uk/for-organisations/guide-to-the-environmental-information-regulations/what-are-the-eir/
Freedom of Information Act (FOIA)	Details of what the FOI Act is, when information is covered by the Act and which organisations are covered by the Act is available at: https://ico.org.uk/for-organisations/guide-to-freedom-of-information/what-is-the-foi-act/
Local Development Scheme (LDS)	This public statement sets out the programme for the preparation of the Local Plan and Local Development Documents.
Local Enterprise Partnership (LEP)	A body, designated by the Secretary of State, established for the purpose of creating or improving the conditions for economic growth in an area.
Local Nature Partnership (LNP)	Partnership organisation with the main aim of improving the range of benefits and services obtained from a healthy natural environment. Also provide local leadership on environmental issues and to contribute to the green economy by linking with LEPs.
Local Plan	Formal plans for a geographical area which are key points of reference when deciding planning applications. May consist of a single document or a set of documents including a Core Strategy, Site Allocations, Development Management Policies and Area Action Plans.
Local Strategic Partnership (LSP)	The Dacorum LSP is a partnership comprising representatives from public and private organisations, business and the voluntary sector and community groups. One of its roles is to prepare and implement the Sustainable Community Strategy.

Minerals and Waste Local Plan	Produced by Hertfordshire County Council, these documents set out plans relating to mineral and waste developments in Hertfordshire.
National Planning Policy Framework (NPPF)	The National Planning Policy Framework sets out the Government's planning policies for England, and how these are expected to be applied. The guidance is to be used by local planning authorities in drawing up plans and determining planning applications.
Neighbourhood Plan	Neighbourhood plans deal with local land use and development issues, rather than strategic issues. They may relate to regeneration or growth. They may cover where new shops, offices or homes should go and what green space should be protected. Plans should be compatible with national policies and policies in the local authority's adopted development plan.
Planning Performance Agreements (PPAs)	Voluntary agreements that commit applicants, local planning authorities and partner organisations to an agreed timetable for determining proposals.
Planning Permission in Principle (PIP)	A new type of permission that is expected to be introduced via the Housing and Planning Bill. It is similar in practice to outline planning permission and is where 'in principle' consent is granted, subject to conditions that the development in question will not begin until certain matters (e.g. access, design, landscaping etc.) have been approved by the Planning Authority.
Programme Officer	Person appointed to assist with all administrative matters related to Examinations of Local Plan Documents.
Supplementary Planning Document (SPD)	SPDs provide more detailed planning guidance to supplement what is in the development plan. They are part of the local planning framework.
Sustainability Appraisal (SA)	An appraisal of local development documents against their environmental, social and economic impacts. This often incorporates Strategic Environmental Assessment (SEA), required for some plans and proposals under European law.

1. Introduction

Dacorum Borough Council is fully committed to working in a clear and transparent way and is keen to assist anyone who may wish to get involved in the planning process.

Role of the SCI:

1.1 The purpose of the Statement of Community Involvement (SCI) is to outline the Council's standards for community involvement in the planning process and to identify ways these standards will be achieved. This SCI reflects the Government's latest planning policy guidance and changes to legislation.

1.2 The SCI sets out the Council's approach to public consultation in two areas of planning:

- **Planning Policies:** the preparation, alteration and continuing review of planning policy documents included within the Local Development Framework (LDF); and
- **Planning Applications:** Consultation on planning applications.

It illustrates how we wish to engage the community, to help them influence new planning policy documents such as the Local Plan and equally important, the ways local people can comment on planning applications which come forward.

1.3 In particular, the SCI sets out the following:

When the community will be consulted in relation to planning applications, development plan documents and supplementary planning documents

What publicity and consultation is expected from applicants before they submit a planning application

How the community will be engaged; and

Who will be involved

1.4 All local planning authorities are required to produce an SCI. The legal requirements for consultation, community involvement and planning applications are currently set out in the following legislation:

- **Plan-making:** Planning and Compulsory Purchase Act 2004; Town and Country Planning (Local Development) England Regulations 2012 (as amended); Neighbourhood Planning (General) Regulations 2012 (as amended); and
- **Planning applications:** Town and Country Planning (Development Management Procedure) (England) Order 2015 (as amended) and Listed Buildings and Conservation Area Regulations 1990 (as amended).

- 1.5 Dacorum's SCI demonstrates how these requirements are taken into account to ensure that, as far as possible, all parts of the community have the opportunity to engage in the process of preparing planning documents and in the decision making process on planning applications.

The role of consultation and community engagement

- 1.6 We wish to ensure that people are involved at the early stage of Local Plan preparation and in the consideration of planning applications. We want them to feel that they can make a real difference to the future of the areas in which they live and work.

- 1.7 Our aspiration is that:

“The community of Dacorum should be enabled to participate meaningfully in the development of planning policies and proposals contained in the Local Plan and to comment or make representations on planning applications in the Borough”.

- 1.8 We want our planning decisions to take proper account of local views. Dacorum Borough Council encourages public involvement in planning matters, both in policy making and in the planning application process. We will do this in various ways and the methods we use to engage with people will vary depending on the nature of the planning issue, stage or process that they are involved with. It is crucial we engage effectively with our local communities in order that they can have the opportunity to have their views taken into account on decisions for development. Through the Statement of Community Involvement the Council will seek to:

Communicate clearly

- Keep the process simple by writing our documents in plain English and explaining any planning terms that we need to use
- Explain clearly what we are consulting you on and the reasons why we want to involve you.

Early Involvement

- Give those who want to, the opportunity to constructively contribute and participate in the local planning process
- Commence the consultation process to enable comments to be made in the early stages before policies are drawn up, i.e. at the issues and options stage

Recognising the needs of different groups in the community

- Communicate in ways that are relevant and accessible to all sections of our community and proportionate to the task
- Actively encourage participation and endeavour to engage with groups in our community who have in the past been under-represented in the

local planning process e.g. young people, disability groups and people from ethnic minority groups

Providing clear opportunities for involvement

- Raise awareness of the local planning process by providing clear and up-to-date information on our consultation processes
- Ensure information is provided at the earliest opportunity and give you time to respond.

Ease of access to information

- Ensure corporate participation and involve you in all stages of plan making
- Learn from what is and isn't successful when engaging with our communities and to seek ways of improving it or for carrying out consultations using different methods
- Keep organisations and the public informed about the local planning process and provide feedback on how their comments have been considered
- Draw from the consultation process, views of other Council services and where possible outside organisations.

Providing feedback and sharing information

- Make our planning documents, background studies and responses to consultations readily available (in the first instance on our website)
- Keep you informed of progress and explain decisions and/or outcomes;
- Protect the personal details of respondents in accordance with the General Data Protection Regulations/Data Protection Act 2018.

We want everyone to have the chance to have their say on the outcome regarding our new plan-making documents and during the determination of the planning applications process. We also want our plan-making and planning decisions to take full account of community views.

- 1.9 Our purpose in consulting on planning policy issues and planning applications is to provide opportunities for constructive contributions and involvement. This will:
- Enhance the quality of decision-making by the Council;
 - Promote shared responsibility (where appropriate); and
 - Raise awareness of the issues and understanding of decisions taken.

Further support available for Planning matters is listed in Appendix 2.

2. About this SCI

Structure of this Document

2.1 Our SCI comprises three parts:

Part A: Community Involvement in the Preparation of the Local Plan and Planning Policy

- provides information on how to get involved with and influence the Council as it prepares its Local Plan and other planning policy documents.

Part B: Community Involvement in the South West Herts Joint Strategic Plan

- provides information on how to become involved with and influence the preparation of the South-West Hertfordshire Joint Strategic Plan

Part C: Community Involvement in the Planning Application Process

- provides information on how to become involved with planning applications.

The need to update this SCI

2.2 The Council adopted its first SCI in June 2006. Since then there have been changes in government regulations, policies, guidance and ways of communication which have implications for the way the Council involves the community in planning. These changes in circumstances include:

- **National Requirements:** Dacorum Borough Council has to adhere to and reflect the latest planning legislation and national policy. The National Planning Policy Framework (NPPF) promotes consultation before and after a planning application is submitted and at key stages when preparing the Local Plan and other planning policy documents.
- **Resources:** Consultation is a resource intensive process, therefore practices must be revised due to increasing budget pressures and to ensure consult is carried out in the most efficient way.
- **New technology:** The need to promote and utilise electronic communication techniques and as well as social media, as part of the 'Digital Dacorum' initiative.

An initial update to the SCI was undertaken in 2016 with a focused update in 2019.

Equalities Issues

2.3 The content of the SCI is compliant with the Equalities Act 2010. The purpose of the document is to show how we will engage in consultation with all sections of the community within Dacorum. Equality issues are considered through the

sustainability appraisal process whereby the economic, environmental and social effects of the plan making process of a Local Plan will be checked against a series of sustainability criteria. This work will be undertaken by an independent consultant. For all decisions which go through Cabinet, these reports are accompanied by a Community Impact Assessment (which will influence all major plan making decisions/stages).

Reporting to Council Committees, Cabinet and Full Council

- 2.4 The Planning and Regeneration team will, at certain key stages of the plan preparation process, report the views and comments expressed during consultation to relevant committees. All reporting of consultation will involve summarising of full responses and will allow all interested parties to understand the range of responses received. These reports will be influential in shaping policy in draft planning documents. Cabinet or Full Council will approve draft and final documents at certain relevant stages of the plan making process.

Monitoring and Review

- 2.5 The Council considers that this SCI represents a realistic use of the resources available. However, there is some flexibility to undertake additional consultation if required and if sufficient staff and financial resources are available.
- 2.6 Consultation methods will be assessed for their effectiveness in reaching communities throughout Dacorum through ongoing monitoring and feedback. This will help ensure future consultation targets those groups that have not previously engaged with the consultation process. This will ensure that techniques for community involvement remain appropriate, and are achieving a representative level of involvement across all communities and groups.
- 2.7 The SCI will be kept under review and sections revised where necessary as part of the Authority Monitoring Report (AMR). This AMR is published as soon as reasonably practicable after the start of each calendar year.
- 2.7 We will review our SCI frequently (at least every three years) to ensure it remains 'fit for purpose'. Although a full review of the SCI will be carried out if the Government requires us to change who we consult or to use different types of engagement. This review process will involve the parties consulted on this SCI.

PART A: Community Involvement in Dacorum's Plan-making and Planning Policy

- 3.1 Planning Policy involves preparing plans and policies that help to decide where, when and how future development takes place in the Borough. The key planning policy document a Council must prepare is its Local Plan. Once prepared and adopted by the Council, we use those plans and policies to direct decisions on planning applications.
- 3.2 The Government places an emphasis on Councils to seek involvement from local communities on the content of its Local Plan and other planning policy documents at the earliest stage in plan-making. Local communities also have the opportunity to shape the area in which they live and work, by encouraging them to prepare Neighbourhood Plans. The council will support local communities who wish to prepare a neighbourhood plan and has put resources in place to help communities in preparing plans.
- 3.3 Local communities wishing to play an active role in planning for their area can now do two things:
- prepare a Neighbourhood Plan setting out the vision, objectives and planning policies to shape development of their neighbourhood and/or;
 - seek a grant of permission directly for certain types of development in their neighbourhood through a Neighbourhood Development Order (NDO) or a Community Right to Build Order (CRtBO).

3. Who We Consult

- 3.4 We will always ensure that our consultations on planning policy documents are as extensive as possible. Our methods of consultation we will use will vary depending on the nature of the planning policy document, the stage of the document being consulted on and the geographical scope or nature of the planning issue being considered in the document. A Supplementary Planning Document (SPD) for example, may focus on proposals and policies that affect a smaller geographical area, (e.g. a town or parish or a specific location), whereas a Local Plan may focus on policies and proposals that affect the whole district, and/or other neighbouring council areas. In most cases, wider consultation will be carried out where our proposals and/or policies affect a wider geographical area.
- 3.5 Some planning issues may cross administrative boundaries, such as planning for strategic infrastructure or planning for the sustainable development or use of land. We need to take into account our neighbouring council's policies and proposals for addressing these strategic matters in the process of making local plans. This falls under the Duty to Cooperate. The Duty ensures that we will work with our neighbouring councils and other public bodies to plan effectively for sustainable development that extends beyond our own administrative boundaries, for example, by identifying strategic matters that cross administrative boundaries and need to be addressed in our plans. Further information on who we are required to consult with under the Duty is explained in the section below.
- 3.6 To guide the plan-making process, the Council has divided consultees into the first four sub-sections to reflect requirements in government regulations:
- a) Specific Consultation Bodies

- b) General Consultation Bodies
- c) Other Consultation Bodies
- d) Wider community

In addition, other Council departments and elected Members will also be consulted.

3.7 The role and composition of each of these categories is explained further below.

3.8 Specific consultation bodies and general consultation bodies are statutory consultees and if considered relevant to a particular issue or document they must be consulted at a prescribed stage of the document preparation. Equally, by law, businesses and residents in the area should be consulted if it is considered appropriate.

3.9 These lists are not exhaustive and may change over time as a result of organisational restructures and/or legislative change. The bodies consulted will be continually reviewed and updated as appropriate.

(a) Specific Consultation Bodies

3.10 The Localism Act (2011) has introduced the Duty to Co-operate (a legal requirement) which requires planning authorities and other public bodies to actively engage and work jointly on strategic matters. The Government expects councils to work collaboratively with other bodies to ensure that 'cross border' issues that may affect their neighbouring council areas are coordinated effectively and clearly reflect the policies of each of the councils affected. The council works closely with its neighbouring councils, and Hertfordshire County Council, in regard to strategic priorities and areas of common interest. These partnerships help us to meet our Duty to Co-operate.

3.11 Section 110 of the Localism Act and guidance in the National Planning Policy Framework (NPPF) set out the duty to cooperate. This duty requires Dacorum Borough Council to work with neighbouring authorities and other public bodies involved in planning when it comes to tackling issues at a 'larger than local scale'. The bodies that we are bound to work together with by the duty to cooperate are referred to as 'Specific Consultation Bodies.' They comprise:

- Local planning authorities that adjoin the Borough¹;
- Hertfordshire County Council and any other County Councils that adjoin the Borough¹;
- Town and Parish Councils within and adjoining the Borough¹;
- A local policing body;
- The Coal Authority²;
- The Environment Agency;
- Historic England;
- Natural England;
- The Marine Management Organisation²;

¹ See Appendix 1 for detailed list of Specific Consultation Bodies

² These bodies are considered to be of limited relevance to Dacorum due to the nature of the Borough

- Network Rail Infrastructure Limited;
- Highways Agency;
- Any person to whom the electronic communications code applies by virtue of a direction given under Section 106 (3) (a) of the Communication Act 2003, and any person who owns or control electronic communications apparatus situated in any part of the area;
- Primary Care Trust¹;
- Utilities and service providers; and
- Homes and Communities Agency.

3.12 In addition, the NPPF requires local planning authorities to work collaboratively with Local Nature Partnership (LNP) and Local Enterprise Partnership (LEP).

3.13 The Hertfordshire Local Enterprise Partnership (LEP) is a business-led partnership which aims to accelerate economic growth in the county and create jobs. It has an important role to play in encouraging inward investment, facilitating growth of the local economy and engaging with local businesses. The Council will work in partnership with the LEP in its efforts to consult with the local business community and potential inward investors.

3.14 The Hertfordshire Local Nature Partnership (LNP) is one of a number of LNPs across the country. Their main aims are to improve the range of benefits and services we get from a healthy natural environment, provide local leadership on environmental issues and to contribute to the green economy by linking with LEPs. They will also contribute to local authority planning and co-operate with other partnerships where this results in more efficient use of resources. Partnerships will be fully inclusive with representation from local authorities, community forums, government arms-length bodies, civil society organisations and environmental charities, existing biodiversity and green infrastructure partnerships, land owners, businesses, LEPs, health and wellbeing reps and education establishments.

3.15 Town and Parish Councils are an important set of consultees, as they have a key role to play in voicing community needs and issues. Meetings and information exchanges with Town and Parish Councils are an effective use of resources and assist in developing understanding between the Council and local communities on planning and development matters. The Council recognise that the majority of Hemel Hempstead is un-parished (with the exception of Nash Mills) compared to the rest of Dacorum which is parished. The lack of co-ordinated local representation at this level does somewhat reduce how effective and coordinated any active engagement across the town has been on strategic matters like the Local Plan. It continues to be difficult to find a community focus in the town together with the problem of there only being a limited number of active residents groups. To remedy this, however, ward members and ad hoc social platforms can play their role in helping to disseminate local community information.

3.16 Although not formally classified as a Specific Consultation Bodies, the Chilterns Conservation Board and the Canal and River Trust will also be notified with regard to planning policy consultations that could affect their areas of interest.

¹ Now replaced by the GP Clinical Commissioning Groups (CCGs)

(b) General Consultation Bodies

3.17 The Council must also ensure it consults the following groups:

- Voluntary bodies, some or all of whose activities benefits any part of the area;
- Bodies which represent the interest of:
 - different ethnic or national groups in the area;
 - different religious groups in the area;
 - disabled people in the area
- Persons carrying on businesses in the area.

(c) Other Consultation Bodies

3.18 Whilst not a requirement of Government regulations, the Council will also seek to consult the known interested parties, groups and organisations who may have an interest in planning policy matters:

- Environmental groups;
- Groups representing users, and the providers, of leisure, sport and recreation
- Health, education, social service and community based service providers
- Cultural, historical and archaeological groups or bodies
- Tenants panels
- Local residents and community associations
- Registered social landlords
- House builders and developers
- Landowners and land agents
- Public transport users and providers
- Groups representing retired and elderly persons
- Groups representing young people
- The Local Strategic Partnership (LSP).

(d) Wider Community

3.19 It is very important that the wider local community – people who live, work, run businesses and study in the borough are consulted. We always look to understand whom we need to try and talk to in the local community in order to ensure that we consult in the most effective way. This can include local residents; local interest groups; local businesses; local community groups and organisations. In certain circumstances we will seek to encourage higher response rates through focused consultation/engagement or publicity in areas which have historically and repeatedly been disproportionately underrepresented. For such areas, we will engage with our Communications Team to advise on a communications plan/strategy appropriate to the coverage/type of policy document being consulted upon.

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3.20 The Strategic Planning team maintain an electronic database of consultees to involve at various stages of the plan making process. Members of the public who would like to be notified about planning consultations and the progress of documents can add their details to this database. This is referred to as the Local Plan consultation database.

To add yourself please visit:

<http://consult.dacorum.gov.uk/common/register.jsp>

Alternatively, those wishing to be added to, or deleted from this list should contact the Council at:

Email: strategic.planning@dacorum.gov.uk

Phone: 01442 228660

Write to: Strategic Planning
Dacorum Borough Council
The Forum
Marlowes
Hemel Hempstead. HP1 1DN

(e) Other Council Departments and Councillors

3.21 Relevant Council departments and key elected Members will be consulted through the preparation of new planning policies and guidance. Borough Councillors represent their constituents and therefore understand the communities they represent. A Member steering group (known as a Task and Finish Group) may be used to consider detailed issues and provide informal advice to Officers during the development of a Local Plan.

4. How We Will consult with you

Efficient Use of Resources

- 4.1 Consultation and the appropriate methods used at any particular stage will depend on:
- Geographic coverage of the document
 - Stage of the planning process reached
 - Nature of topic/area being considered
 - The appropriateness of the method for that particular consultation
 - Availability of resources
- 4.2 When preparing planning policy documents, the Council needs to balance the extent of community engagement with the available staffing and financial resources. Staff within the planning policy team will primarily be responsible for carrying out the consultation processes for the Local Plan.
- 4.3 In order to avoid consultation fatigue we will maximise opportunities for joint consultation within the Council and with our partners or rely on consultations carried out by other parts of the Council if appropriate for the topic.
- 4.4 Resources will be targeted to where they will be used most effectively. Workshops and focus groups are resource intensive and will therefore be used where a more considered response is required or where there is an opportunity to consider a topic in more depth to encourage greater participation from particular sections of the community.

Methods of Communication

- 4.5 Since the first Statement of Community was adopted in 2006, methods of interaction and communication with you have significantly changed. Internet access has increased and so our communication with you through digital means has increased with a shift towards online services and the Council will make best use of our website for planning consultations. All planning documents are available to view and access from our website: www.dacorum.gov.uk/planningpolicy or <http://consult.dacorum.gov.uk/portal>.
- 4.6 However, the Council recognises not all residents will have access to the internet. Therefore documents will also be made available in a variety of formats to enable widest possible audience to provide feedback on planning consultations. Particular efforts will be focused towards reaching 'hard to reach groups' such as young people, elderly people and those from ethnic minorities who do not often take part in planning consultations. Table 1 below explains the types of communications methods that will be used.

Table 1: Methods of Communication During Consultation

Method	Explanation
PAPER	
Documents made available for inspection	<p>Making documents available for inspection at specified 'Deposit Points' within the Borough is a minimum requirement set by planning regulations. Deposit points¹ are the Borough Council Offices in Hemel Hempstead, Berkhamsted and Tring. All three locations are accessible to people with disabilities.</p> <p>Copies of documents are also sent to local libraries² within the area and are usually held within the reference section.</p> <p>The availability of documents and opening times of the Deposit Points will be advertised in a number of ways, including letter / email, via the Council's website at www.dacorum.gov.uk/planningpolicy, and through statutory notices within the local press.</p> <p>Charges will apply for printed copies and background paper requests. The Regulations allow for a reasonable charge to be made for copies of documents requested by individuals or organisations. When providing printed copies, we must seek to cover our own costs – costs will be calculated on a case by case basis.</p>
Summary documents and questionnaires	<p>Summary documents and response forms/questionnaires will be made available on the Council's website at: www.dacorum.gov.uk/planningpolicy. These documents may be provided and posted out where necessary. Where these are not posted out, information regarding how to access such documents will be made available at deposit points and the Council's website during the course of a consultation.</p>
Mail Shots (letters and emails)	<p>Mail shots are used to notify relevant bodies of planning policy consultation events (depending on the issues raised), and are mainly used for statutory notification or to communicate with a specific group of bodies.</p> <p>The Council maintains a consultee database with those individuals and groups who wish to be informed of various stages of the Local Plan process. Before the start of the consultation, we will always notify statutory consultees, and those registered on our consultation database for planning policy matters, of the commencement dates and period for comment, along with clear guidance regarding how to comment.</p> <p>Email is an increasingly preferred means of communication on planning policy consultations. Email is a resource saving, quick and accurate way of communication with the public and various stakeholders.</p> <p>The Council will not send notifications by post where a valid email address is held. Where possible the Council will use email as opposed to posting hard copy documents and letters in order to support its move towards being a</p>

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¹ As at August 2018:

The Forum, Marlowes, Hemel Hempstead, HP1 1DN
(Opening hours: Monday to Thursday: 8.45am to 5.15pm and Friday: 8.45am to 4.45pm)

Berkhamsted Civic Centre, 161 High Street, Berkhamsted, HP4 3HD
(Opening hours: Monday: 9.00am to 12.30pm, 1.30pm to 5.00pm; Tuesday 9.30am to 2.00pm and Thursday: 9.30am to 2.00pm)

Victoria Hall, Akeman Street, Tring, HP23 6AA
(Opening hours: Monday: 9.00am to 12.30pm, 1.30pm to 5.00pm; Wednesday: 9.30am to 2.00pm and Friday: 9.30am to 2.00pm)

² Hemel Hempstead Libraries (The Forum, Adeyfield and Leverstock Green Library), Berkhamsted Library, Tring Library, Bovington Library and Kings Langley Library.

Method	Explanation
	paperless authority. Where no email address is held, the Council will send a letter to interested consultees via the post.
Newspapers	<p>It is no longer a statutory requirement for local authorities to advertise consultation on planning policy documents in the local press. However, where appropriate the Council may decide to place an advert in the statutory notices page of The Gazette and St Albans Review (these are known as Public Notices). These notices will include information about where information can be found and consultation deadlines.</p> <p>Press releases will also usually be issued to the local media: although it will be a matter for the newspapers, local radio and television to decide if they wish to provide coverage of the story.</p> <p>Where appropriate, the Council may place informal notices in other newspapers circulating in the District. For example, provide supporting information to town and parish newsletters.</p>
Newsletters	<p>Town and Parish Councils and Ward Councillors in non-parished areas, will be encouraged to help raise the profile of consultation via their newsletters – both paper and online. Officers will provide assistance in writing articles and providing web links as required.</p> <p>A new Local Plan newsletter will provide regular updates for those who hold a valid email address on our Local plan consultation database. These newsletters will also be made available on our website at: www.dacorum.gov.uk/planningpolicy.</p>
DIGITAL	
Dacorum website and interactive online consultation portal	<p>Digital communication is the primary method of interaction, and is being promoted through the 'Digital Dacorum' initiative.</p> <p>The Council publicises information on forthcoming consultations, including start and finish times on the Planning Policies web page of its website: www.dacorum.gov.uk/planningpolicy. While individuals can 'provide feedback on our webpages', these comments may not be taken as comments being made to any formal planning policy consultations.</p> <p>All Planning policy documents, consultation documents and supporting information will be made available, together with a direct link to our interactive online consultation portal.</p> <p>Our consultation portal lists all planning policy consultations in one place, making it accessible and easy for people to comment online. By registering your details on this website individuals and organisations will also be directly notified of all forthcoming planning policy consultations they may be interested in. The feedback received on each consultation can also be read via this portal. The link to the online portal is: http://consult.dacorum.gov.uk/portal.</p> <p>Where appropriate links will be provided to this information from the Council's homepage, Planning News page, and Dacorum's current consultation page (available at: www.dacorum.gov.uk/home/do-it-online/consultation-feedback/current-consultation).</p>

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Method	Explanation
Social Media	<p>With an increasing number of residents and businesses using various forms of social media, consultation notifications will be posted on the Councils social media pages (e.g. Facebook and Twitter). This will be used to link to our webpages which will inform people of upcoming consultation events, where they can view particular documents, how they can submit comments and where any exhibitions and workshops will be held.</p> <p>Follow us on Twitter at: @DacorumBC or Facebook at: www.facebook.com/dacorum. Any comments made to Council posts on social media will not be taken as comments being made to any formal planning policy consultations.</p>
FACE TO FACE	
Meetings with selected stakeholders and key interest groups	<p>This provides a useful way of identifying key issues, getting key bodies involved and achieving alignment with other strategies and initiatives. In certain circumstances, public or identified stakeholder meetings may be held. Discussion groups can also provide an opportunity to receive feedback on specific topic areas.</p> <p>The Council hosts an annual Town and Parish Conference which provides a useful forum to raise and discuss planning and development matters.</p>
Focus Groups/ Workshops /	Workshops and focus groups enable a range of stakeholders, including local residents, to influence and shape proposals in a way that helps meet their aspirations and concerns. These events are usually more helpful when held early on in the plan-making process. This could include targeted work with community and voluntary organisations (e.g. access groups).
Exhibitions	Whilst not suitable or necessary for all consultations, exhibitions provide a useful way of conveying key pieces of information and providing a mechanism for stakeholders to understand the role and content of the consultation and discuss issues with Officers. Public exhibitions can be either staffed (e.g. market stalls) and unstaffed (static exhibitions).

Engaging with everyone

4.7 Dacorum Borough Council recognises that the planning system can seem complex and confusing, so will try to make consultation documents as accessible as it can. Table 2 sets out some of the potential challenges facing the Council and the solutions that will be put in place to help maximise consultation participation.

Table 2: Methods to Overcome Consultation Challenges

Nature of Challenge	Solution
Language barriers may affect the community's ability to understand oral and written communications.	If you would like this information in another format, such as CD (audio) or in another language please contact strategic.planning@dacorum.gov.uk . The Strategic Planning team are able to explain and assist interpretation of planning policy, if required.
Low uptake of online services due to low incomes or lack of IT skills.	Documents will be made available in paper form as well as online. The community is able to access online services by using the public computers at either Dacorum's council offices or within the local libraries.
Young people are less responsive to traditional forms of consultation.	Innovative and interactive consultation methods will need to be employed to engage this section of the community, including increasing use of social media.
Varied working hours and other commitments.	Use of the Council's website and online consultation portal will help ensure people with work and other commitments can be involved in consultations. Where possible, exhibitions will run from daytime into evenings to provide all interested parties with the greatest opportunity to attend.
Certain stakeholders or interested parties dominating consultation for example, some areas may be dominated by business and some by residents.	A mix of consultation to be used to ensure effective coverage of interested parties (e.g. residents and businesses) and encourage feedback from both communities
Lack of public understanding of the planning system	Unnecessary technical jargon will be avoided. Where appropriate, summary documents will be made available.

5. When We Will Consult

Introduction

- 1.1. We will consult on our Planning Policy documents at the relevant stages of plan-making, and we will be guided by up to date legislation and Government guidance.
- 1.2. We will carry out Planning Policy consultations in line with the principles for engagement as set out in this SCI, and in accordance with the latest timetable agreed in our Local Development Scheme (LDS).
- 1.3. Consultation periods differ depending on the nature of the planning policy document being consulted upon. Some may be very focused consultations while others may seek to engage the full community (it will depend on the content of the document). Legislation currently requires us to consult on planning policy documents for a minimum statutory period (see Table 3).

Table 3: Minimum Statutory Period for Consultation on Planning Policy Documents

Planning Policy Document	Minimum Statutory Period for public consultation
Development Plan Document (DPD) (e.g. Dacorum Borough Local Plan, Core Strategy, Site Allocations Document or an Action Area Plan)	6 weeks
Supplementary Planning Document (SPD) (e.g. A site development brief or a 'theme-specific' document such as the Affordable Housing SPD)	4 weeks
Community Infrastructure Levy (CIL)	4 weeks
Scoping of Sustainability Appraisal/Strategic Environmental Assessment	5 weeks
Local Development Order (LDO)	28 days
Neighbourhood Plan Area Designation	4-6 weeks (when necessary)
Draft Neighbourhood Plan/Neighbourhood Development Order (NDO) (i.e. pre-submission; publication)	6 weeks
Community Right to Build Order (i.e. pre-submission; publication)	6 weeks
Statement of Community Involvement (SCI)	6 weeks

- 1.4. The statutory periods in Table 3 are currently guided by the relevant and up to date regulations. Should an update to the relevant legislation indicate any changes to the periods for consultation, we will ensure this is reflected in any forthcoming Planning Policy consultations that we undertake (and then in due course, seek to update the SCI to reflect this).

- 1.5. We may seek to extend our consultations in certain circumstances, for example, where a public holiday, or a school holiday, falls within the consultation period. We always try to minimise undertaking consultations during holiday periods, however in the event that our consultations do cross over a holiday period we will always seek to extend the deadline to account for this. All of our consultations will run for at least two weeks outside of the school holiday period.

How can I see comments made on Planning Policy documents by others?

- 1.6. The comments we receive on our planning policy documents will be made publically available online at the earliest opportunity, once the consultation has finished. The comments will be made available to view at: <http://consult.dacorum.gov.uk/portal>.

How will we respond to you when you comment on a Planning Policy document?

- 1.7. For consultations on matters related to plan-making, we do receive a high volume of correspondence, and it is difficult to respond to each individual comment that we receive on a particular consultation. All consultation responses received within the allocated timescale will be acknowledged and taken into account to inform the decisions the Council makes. All comments received will be made publically available via the consultation portal and hard copies made available for public inspection at the Council offices.
- 1.8. We therefore publish a summary of the responses we receive from consultations at each stage of consultation. These are called Consultation Statements.
- 1.9. Each Consultation Statement sets out how the comments made during the consultation have been considered by the Council before moving to the next stage of plan-making. This will provide information about:
- Who was consulted;
 - Consultation techniques used;
 - Dates of consultation period(s); and
 - The main issues raised and Council's response to these.

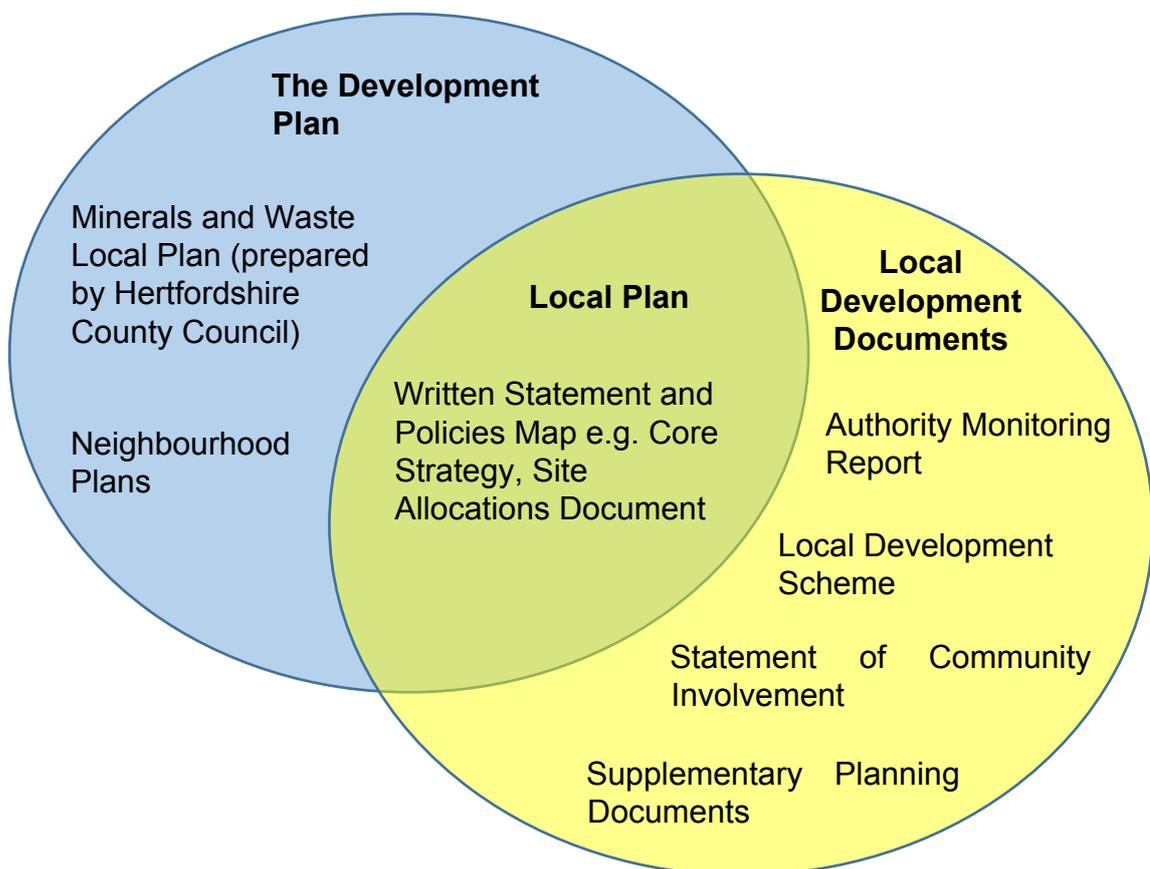
These consultation reports will assist Officers and elected Members in deciding what changes may need to be made to a planning policy document before it is progressed. We make our Consultation Statements available on our website at: www.dacorum.gov.uk/planningpolicy. This can be electronically viewed from our council offices and local libraries.

- 1.1. These consultation reports will assist elected Members in deciding what changes may need to be made to a document before it is adopted.
- 1.2. Any decisions made by the Council following consultation will also take into account a number of external factors including government policies, guidance, technical evidence and the Sustainability Appraisal.

What kinds of Planning Policy documents are prepared?

- 1.3. As a local planning authority, Dacorum Borough Council is required to produce plans about new development in the area over a 15-20 year period. These plans need to assess the type and quantity of new housing, ensure there is sufficient land for employment needs, decide where to locate new development and enable delivery of other facilities that will be required by the development (shops, open space, community infrastructure, utilities etc.). Whilst delivering such plans it is essential that Borough's character and environment is conserved and where possible enhanced, ensuring that Dacorum remains a place where people wish to continue to live and work in the future. Involving the local community and other interest groups in these plans is very important.
- 1.4. A number of different types of planning documents will be prepared (see Figure 1).

Figure 1: Types of Plan Making Document



- 1.5. As illustrated above, Government classifies some documents as Local Development Documents (LDD), whilst others are called Development Plan Documents (DPD). The Local Plan is both a Local Development Documents and Development Plan Documents.
- 1.6. DPDs are the main documents the Council will use when determining planning applications. LDDs play a supporting role: providing additional planning advice

or information relating the preparation and performance of the Local Plan. Further information on the different documents is set out below.

Local Plan

- 1.7. Dacorum Borough Council has begun work on a new Local Plan. This will incorporate the early partial review of the Core Strategy adopted in September 2013. This new Local Plan will be pivotal to delivering Dacorum Borough Council's vision for the next 15-20 years. It is expected that the plan will comprise a single written document, with an associated Policies Map, rather than a series of separate documents. Where appropriate, it will be supported by appropriate Supplementary Planning Documents (see below).
- 1.8. The Local Plan will contain planning policies, site allocations and other designations, all of which will be taken into account when deciding planning applications.
- 1.9. It will be subject to rigorous procedures including public consultation with the community and examination by an independent Inspector. It must be found 'sound' by the Inspector before it can be adopted by the Council.
- 1.10. The Local Plan also requires a Sustainable Appraisal (SA) (incorporating Strategic Environmental Assessment (SEA)) where the economic, social and environmental impacts of a plan are considered. This Sustainability Appraisal must also be made available as part of the consultation. The council will consult on draft SA/SEA reports alongside the draft version of the plan to which it relates. For example, the SA Report will be published alongside the Publication Version of a Local Plan. It may also be appropriate to publish any SEA reports alongside earlier versions of the consultation documents. To view the stages in preparing an SA (incorporating SEA), please see Appendix 3.
- 1.11. Arrangements for consultation will depend on which stage the plan has reached (see Figure 2). These arrangements are summarised below. References to regulations relate to the Town and Country Planning (Local Planning) (England) Regulations 2012.

Figure 2: Stages in preparing the Local Plan



To view these stages in greater level of detail, please see Appendix 3

Stage 1: Prepare Plan (Regulation 18)

This stage covers the 'Issues and Options' stage (as well as what was referred to as 'Preferred Options' stage) and also any draft plans published for comment.

Whilst the plan is being prepared, it is important that the local community have the opportunity to identify local issues and influence options for future development and examine the emerging technical evidence.

What will Dacorum Borough Council do?

- Maintain and update our Local Plan consultation database.
- Advertise any consultation and clearly identify how and where material can be viewed and accessed.
- Ensure compliance with current planning regulations, consulting more widely where it is relevant to do so.
- Make the plan and supporting documents available online and in printed copy if necessary.
- Make summary documents, maps and diagrams explaining key issues publically available online and printed if necessary.
- Take comments received into account alongside technical evidence and national policies and guidance.
- Where relevant, prepare a Consultation Report setting out the consultation processes, summarising the main issues raised and the Council's response.

Who will Dacorum Borough Council Consult?

- Consult specific, general and other consultation bodies where appropriate (full list in Section 3 of this document).
- Consult the wider community at least once during this stage in the production of the document.

How will Dacorum Borough Council Consult?

A wide range of types of consultation will be used during this stage in order to understand key issues and views. Methods will include one or more of the following:

- Contact persons registered on the Council's Local Plan consultation database (by letter or email) and via the online consultation portal.
- Events, displays, exhibitions, surveys and meetings as appropriate.
- Surveys and questionnaires.
- Workshops or focus groups.
- Drop-in events, displays or exhibitions.
- Make plans available on our website and at deposit points.
- Targeted measures for hard to reach groups.
- Raise awareness of consultation via the Council's social media platforms.

Stage 2: Publish Proposed Submission (Regulations 19, 20 and 22)

This stage is often referred to as 'Pre-Submission.'

Dacorum Borough Council will prepare and consult on the final draft of the plan prior to submission to the Secretary of State for Examination. Representations submitted at this stage will be forwarded to the Planning Inspector.

What will Dacorum Borough Council do?

- Consult on the plan for at least 6 weeks.
- Publicise where and when the documents can be inspected through what is called a 'Statement of Representations Procedure.'
- Make the plan and supporting documents available online and in printed copy if necessary.
- When appropriate, publish summary documents, maps and diagrams explaining key issues.
- Raise awareness of consultation via the Council's social media platforms.
- Take into account all comments made within the consultation period and if necessary, make changes to the plan before it is submitted to the Secretary of State. Prepare a Consultation Report setting out the consultation processes, summarising the main issues raised and the Council's response.
- Notify consultees of the submission of the plan by letter or email.

Who will Dacorum Borough Council consult?

- All consultees listed in Section 3 of this document, including all who submitted comments at earlier stages.

How will Dacorum Borough Council consult?

- Contact persons registered on the Council's consultation database (by letter or email) and via the online consultation portal.
- Make plans available on our website and at deposit points.
- Raise awareness of consultation via the Council's social media platforms.

Stage 3: Examination (Regulations 23 and 24)

Dacorum Borough Council is required to submit a plan and supporting information to the Secretary of State for a public examination. The independently appointed Inspector will take into account written comments on the plan and if invited by the Inspector, those who commented can also appear at the examination to speak in support of, or against the plan.

What will Dacorum Borough Council do?

- Make a copy of the full Examination library supporting the plan available online and at the Borough Council offices in Hemel Hempstead.
- Appoint a Programme Officer who will publish full details of the Examination of the Plan on the Council's website.

Stage 3 continued: Examination (Regulations 23 and 24)

- Ensure everyone who commented on the plan at Proposed Submission stage is aware of the Examination at least 6 weeks in advance.

Who will Dacorum Borough Council consult?

- Specific, general and other consultation bodies who previously were invited to make representations on the plan, and those who requested to be notified, about the submission of the plan to the Secretary of State.
- The Programme Officer will notify all those who commented on the plan at stage 2: Proposed Submission Document with details of the Examination.

How will Dacorum Borough Council Consult?

- Notify relevant people and organisations on the Council's Local Plan consultation database (by letter or email).

Stage 4: Adoption (Regulations 25 and 26)

The Council will consider the Inspector's Report issued following the examination.

Changes will be made where appropriate (this may require a focused consultation on the modifications) and then the document will be formally adopted.

What will Dacorum Borough Council do?

- If a main modifications consultation is undertaken, prepare a Consultation Report setting out the consultation processes, summarising the main issues raised and the Council's response. The Inspector will then consider these additional comments received.
- Publish the Inspector's Report and notify bodies who requested to be notified.
- Make the adopted Plan, Sustainability Appraisal Report, Adoption Statement and other relevant information available for inspection at the Council's Hemel Hempstead office and on the Council's website.
- Publish the adopted document and place an Adoption Statement on the website.

Who will Dacorum Borough Council notify?

- The Adoption Statement will be sent to all individual and organisations who asked to be notified, and to the Secretary of State.

Supplementary Planning Documents

1.12. Supplementary Planning Documents (SPDs) provide additional guidance on adopted policies in the Local Plan. They include issue-based documents, design guidance and site master plans and briefs. Their role is to provide more detail about how policies in the Local Plan should be used. SPDs will also be prepared

with the involvement of relevant consultees. They are not subject to examination by an independent Inspector and therefore, can be produced more quickly, but do need to be formally adopted by the Council.

1.13. Figure 3 below identifies the stages used in the preparation of Supplementary Planning Documents. References to regulations relate to the Town and Country Planning (Local Planning) (England) Regulations 2012.

Figure 3: Stages in Supplementary Planning Documents



To view these stages in greater level of detail, please see Appendix 3.

Stage 1: Prepare Draft Supplementary Planning Document

The scoping stage helps gather ideas and look at alternative approaches before preparing the document. This may be a very informal consultation to identify relevant issues or matters to be considered.

What will Dacorum Borough Council do and who will we consult?

- Consult organisations and individuals who are relevant to the successful implementation of Supplementary Planning Document.
- Consider wider consultation, depending on scope and content of document.

How will Dacorum Borough Council consult?

Consultation will vary depending on the type of SPD. A variety of methods will be considered, including:

- Contact persons and bodies registered on the Council's Local Plan consultation database, especially where interest in geographic area or subject has been registered.
- Make documents available on our website and at relevant deposit points.

We will also consider if the following is appropriate/relevant:

- Workshops or focus groups.
- Meetings.
- Drop in events.
- Exhibitions.

Stage 2: Publish Draft Supplementary Planning Document (Regulations 12 and 13)

Dacorum Borough Council is required to consult on the Supplementary Planning Documents it produces. Publishing draft copies of the document provides an opportunity for comments to be made and for the Council to consider these and to make any necessary changes prior to the document being finalised.

What will Dacorum Borough Council do and who will we consult?

- Consult on the document for at least 4 weeks.
- Publicise where and when the document can be inspected.
- Consult specific, general and other bodies to whom the Supplementary Planning Document may be relevant.
- Consult residents and businesses in the area, depending on nature of document.
- Consider and report all comments received.
- Prepare a Consultation Report setting out the consultation processes, summarising the main issues raised and the Council's response.

How will Dacorum Borough Council consult?

The way Dacorum Borough Council will consult will vary due to the nature of the Supplementary Planning Document being consulted. Ways we will consult include:

- Contact persons and bodies registered on the Council's Local Plan consultation database.
- Make plans available on our website and at relevant deposit points.

We will also consider:

- Workshops or focus groups.
- Meetings.
Drop in events.

Stage 3: Adoption (Regulation 14)

Once Dacorum Borough Council has taken into account comments and made any changes, it will be adopted by the Council's Cabinet. Independent examinations for Supplementary Planning Documents are not required.

What will Dacorum Borough Council do?

- Adopt the Supplementary Planning Document.
- Publish the adopted document and place an Adoption Statement on the website.
- Make documents available for inspection at the deposit points.

Who will Dacorum Borough Council Notify?

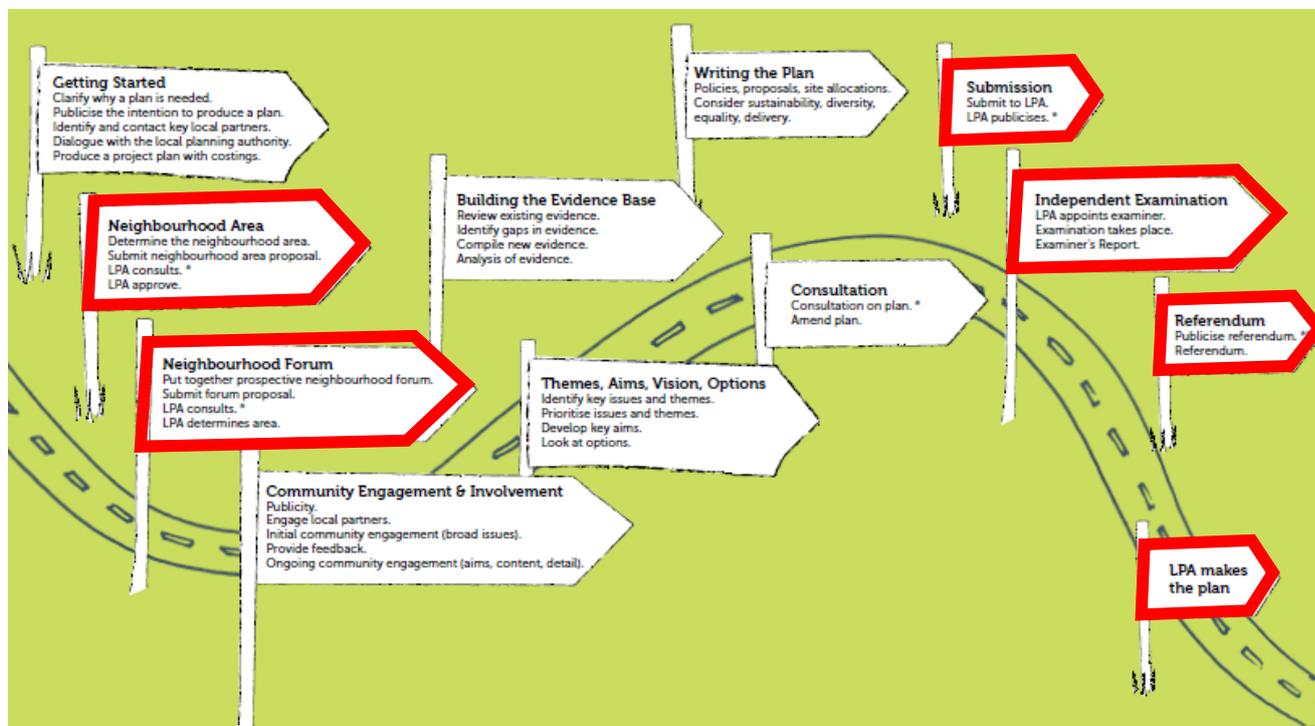
- Send copy of the Adoption Statement to anyone who has asked to be notified.

Neighbourhood Plans

- 1.14. The regulations for Neighbourhood Planning came into force on 6th April 2012. The Localism Act 2011, together with these regulations, places various duties and responsibilities upon the Council and made provision for the preparation of Neighbourhood Plans directly by local communities. There are two main mechanisms for neighbourhood planning – Neighbourhood Plans and Neighbourhood Development Orders.
- 1.15. A Neighbourhood Plan is a way of helping local communities to influence the planning of the area they live and work in. If a plan is prepared and agreed by the community in a referendum it will become part of the development plan for the area and be used in the determination of planning applications.
- 1.16. Neighbourhood Plans let people set out their vision for their local area and general planning policies to guide development in their neighbourhood. Neighbourhood Plans can only be prepared by Town and Parish Councils or by a designated Neighbourhood Forum.
- 1.17. The Council will continue to proactively engage with communities who wish to prepare a neighbourhood plan. We will support communities in planning effectively for their towns and villages. Although a draft neighbourhood development plan must be in general conformity with the strategic policies contained in the development plan for the area of Dacorum Borough. Dacorum's strategic policies have therefore been defined as those policies which are important to:
- the supply of land for strategic uses to meet strategic needs such as housing, employment and transport;
 - the provision or retention of key services and facilities to help achieve sustainable development across the Borough;
 - the protection and/or enhancement of strategic environmental assets important to a Borough-wide population; and/or
 - those supporting specific policies identified in the NPPF which the Government identifies as strategically important in restricting development.
- 1.18. A Neighbourhood Development Order (NDO) can be used to grant planning permission for types of development (in full or outline) without the need for planning permission. When preparing an NDO, it must still be in line with national and local policy and other legal requirements. If a NDO or community right to build order were being proposed then it would be useful for them to be submitted to the local planning authority at the same time as the proposed neighbourhood plan. This allows them to be dealt with concurrently at the examination and referendum stages.
- 1.19. It is the responsibility of the relevant body (a parish/town council or designated neighbourhood forum in an unparished area who are known as 'qualifying bodies') to prepare the Neighbourhood Plan and to undertake an inclusive consultation, although the borough council has a duty to assist. Conducting a wide-reaching consultation procedure is in the interest of the relevant body as the plan or order can only be adopted after a referendum in which over 50% of voters support the plan or order. Neighbourhood Plans must also conform to national planning policy, the development plan for the area and other "basic

conditions”. The process for making a Neighbourhood Plan or a Neighbourhood Development Order is different to preparing a Local Plan or a Development Plan Document. The key stages are shown below, those which the Local Planning Authority lead upon are highlighted by the red flags in Figure 4 below.

Figure 4: Stages in Neighbourhood Plan making



To view these stages in greater level of detail, please see Appendix 3.

1.20. Local authorities should screen the emerging neighbourhood plan for strategic environmental assessment (SEA) or habitat regulations assessment (HRA). There is also a requirement for local planning authorities to notify parish councils or neighbourhood forums of planning applications in their neighbourhood areas.

It is common to apply for the neighbourhood area first, then the neighbourhood forum.

Stage 1(a): Neighbourhood Area

There is a lot a community can do before this stage in considering the issues and aspirations their plan might cover. The parish or town council or prospective neighbourhood forum need to submit a map identifying the proposed neighbourhood area, a statement explaining why the area is appropriate to be designated and confirmation that the body making the area application is capable of being a 'qualifying body'.

Once the neighbourhood area is designated, parish or town councils may formally commence work on the plan.

Stage 1(a) continued: Neighbourhood Area

What will Dacorum Borough Council do and who will we consult?

- Consult organisations and individuals who are relevant, for example: consult with the relevant statutory bodies (e.g. Environment Agency, Natural England and Historic England), neighbouring councils and adjoining town and parishes.
- We will always consult with those bodies identified in Schedule 1 of the Neighbourhood Planning (General) Regulations 2012

How will Dacorum Borough Council consult?

Consultation will vary depending on the extent of the area consulted upon. A variety of methods will be considered, including:

- Publicise the area designation application for a 6 week period
- Make documents available on our website and at relevant deposit points.

We will also consider if the following is appropriate/relevant:

- Contact persons and bodies registered on the Council's Local Plan consultation database, especially where interest in geographic area or subject has been registered.
- Consult any neighbouring local, town or parish councils, significant landowners, local businesses and local community organisations, such as chambers of commerce, civic societies and local trusts.

An exception to this is applications submitted by parish or town councils for designation of the whole of its area as a neighbourhood area. The local planning authority has to designate the neighbourhood area in such circumstances, so there are no publicity requirements.

Stage 1(b): Neighbourhood Forum

Where there is a town or parish council, then that is the neighbourhood planning body for producing a neighbourhood plan. There is no need to put together a neighbourhood forum in this instance, as parish or town councils may choose to put together a steering or working group(s) of community representatives to assist in the process.

What will Dacorum Borough Council do and who will we consult?

- Consult organisations and individuals who are relevant, for example: consult with the relevant statutory bodies (e.g. Environment Agency, Natural England and Historic England), neighbouring councils and adjoining town and parishes.
- We will always consult with those bodies identified in Schedule 1 of the Neighbourhood Planning (General) Regulations 2012

Stage 1(b) continued: Neighbourhood Forum

How will Dacorum Borough Council consult?

Consultation will vary depending on the extent of the area consulted upon. A variety of methods will be considered, including:

- Publicise the area designation application for a 6 week period

Make documents available on our website and at relevant deposit points.

We will also consider if the following is appropriate/relevant:

- Contact persons and bodies registered on the Council's Local Plan consultation database, especially where interest in geographic area or subject has been registered.

The qualifying body will draft the Neighbourhood Plan and consult upon the Pre-Submission version of the plan (Regulation 14). The qualifying body will consider whether there are any necessary changes to be made prior to the document being finalised.

Stage 2: Bringing the plan into force

The local authority will publicise the plan (Regulation 16) and arrange for the independent examination and arranging for the referendum to take place.

Stage 2(a): Submission of plan (Regulation 16)

The submission must include a map or statement of the area, a consultation statement, the neighbourhood plan proposal and a basic conditions statement. The publicity of the plan gives people an opportunity to make representations that will be passed to the independent examiner.

What will Dacorum Borough Council do and who will we consult?

Consult organisations and individuals who are relevant, for example: consult with the relevant statutory bodies (e.g. Environment Agency, Natural England and Historic England), neighbouring councils and adjoining town and parishes.

- We will always consult with those bodies identified in Schedule 1 of the Neighbourhood Planning (General) Regulations 2012
- Consult with any interested parties who registered interest in the emerging plan and wished to be kept informed of its progress.
- Any party who has made a representation on the neighbourhood plan (summarised in the consultation statement).

How will Dacorum Borough Council consult?

Consultation will vary depending on the extent of the area consulted upon. A variety of methods will be considered, including:

- Publicise the area designation application for a 6 week period
- Publicise where and when the document can be inspected.
- Make documents available on our website and at relevant deposit points.

Stage 2 continued: Bringing the plan into force

We will also consider if the following is appropriate/relevant:

- Contact persons and bodies registered on the Council's Local Plan consultation database, especially where interest in geographic area or subject has been registered.

Any representations made will be passed to the independent examiner. This means they will be considered within the remit of the independent examination (i.e. whether the neighbourhood plan proposal meets the basic conditions).

Stage 2(b):Examination (Regulation 17 and 18)

The independent examiner will take into account written comments on the plan and will also consider whether the proposed neighbourhood plan meets the basic conditions and other requirements set out by law. Following the examination, the examiner will issue a report to the local authority and the neighbourhood planning body. The Council will consider the Inspector's Report issued following the examination.

What will Dacorum Borough Council do?

- Publish the Inspector's Report and notify bodies who requested to be notified.

Who will Dacorum Borough Council notify?

- Notification will be sent to all individual and organisations who asked to be notified, and to the Secretary of State.

Stage 2(c):Referendum

If there is a majority yes vote, then the neighbourhood plan is made and becomes part of the statutory development plan for the area. This process will be managed by Democratic Services/Election Services (in line with relevant regulations/legislation).

The local authority is required to publish information about the neighbourhood plan 28 working days before the date of the referendum. Then 25 working days before the date of the referendum, they are required to give notice that a referendum is taking place and the date of the poll.

Stage 2(d):Adoption (Regulation 20)

What will Dacorum Borough Council do?

- Publish the adopted document, decision notice and other relevant information available for inspection at the Council's Hemel Hempstead office and on the Council's website.

Who will Dacorum Borough Council notify?

- The Adoption Statement will be sent to all individual and organisations who asked to be notified, and to the Secretary of State.

What is the district council's role in Neighbourhood Planning?

1.21. The Council has a 'duty to support' qualifying bodies preparing Neighbourhood Plans in accordance with the relevant regulations. The support we will provide at the key stages of neighbourhood plan preparation include the following:

- confirming the geographical area of the neighbourhood plan;
- providing mapping information;
- providing statistical data which we hold or suggesting the best contact when it is held by a third party;
- acting as critical friend in reviewing/ testing emerging policies;
- undertaking the formal consultation (Regulation 16) on the draft neighbourhood plan prior to its independent examination;
- arranging the independent examination;
- holding the referendum;
- 'making' the neighbourhood plan part of the development plan where all legal requirements have been met.

1.22. The Council will also seek to provide informal guidance and support where this is practical. This could include, for example, providing policy guidance to support neighbourhood planning steering groups.

Further support available for Neighbourhood Planning is listed in Appendix 2.

Local Development Orders (LDOs)

1.23. A Local Development Order (LDO) is made by the council and grants planning permission to specific types of development within a defined area.

1.24. The purpose of the LDO is to streamline the planning process by removing the need for developers to make a planning application to the council.

1.25. The extent of public consultation will depend on the nature and scale of the proposal. For example, an LDO for a specific site may require focussed consultation with the town and/or parish and a range of community groups. Proposals for a Local Development Order that cover a broader scope may require wider and proportionate consultation where necessary.

To view the stages in preparing a LDO, please see Appendix 3.

Local Development Schemes (LDS)

1.26. The Local Development Scheme sets out the programme for the preparation of the Local Plan. A copy is available on the Council's website:

www.dacorum.gov.uk/planningpolicy

1.27. Due to the factual nature of its content, it is not subject to public consultation.

Authority Monitoring Report (AMR)

1.28. Previously referred to as the 'Annual Monitoring Report', this document is produced by local authorities to assess progress with (the preparation and implementation), and the effectiveness of, plan-making documents. These are

also available to view on the Council's website:
<http://www.dacorum.gov.uk/home/planning-development/planning-strategic-planning/monitoring-reports-and-land-position-statements>

1.29. Due to the factual nature of its contents, it is not subject to public consultation.

Other Planning Policy Documents

Informal Masterplans and Planning Statements

1.30. Sometimes the Council will prepare a masterplan or planning statement relating to a site or area that does not require the formal status of a Supplementary Planning Document (SPD). These documents will usually involve some consultation, but this will be more limited and targeted than required by the regulations governing formal SPDs.

Community Infrastructure Levy (CIL)

1.31. The CIL is a new way of collecting contributions from developments towards the provision of infrastructure required to support growth within Dacorum. It is a tariff that will be applied per square metre of new development which may vary by scale, use and geography. Dacorum Borough Council is responsible for setting a CIL charge, collecting CIL money and allocating money for infrastructure projects. The CIL charge is applicable to developments that received planning permission on or after 1 July 2015. To view the key stages to prepare CIL, please see Appendix 3.

Advice Notes / Clarification Notes

1.32. From time to time the Council may prepare documents that provide additional advice or clarification about how it will apply policies or processes. Consultation will not usually be required on these documents, as their role is to explain the application of existing policies or processes which will have already been subject to consultation.

Matters Outside of District Control

The Hertfordshire Minerals and Waste Local Plan

1.33. These plans are produced by Hertfordshire County Council and set out policies and proposals relating to mineral and waste developments in Hertfordshire. Dacorum Borough Council is not directly involved in writing these plans but is a statutory consultee. Hertfordshire County Council has produced its own SCI for matters it is responsible for and will carrying out consultation in accordance with this:

<http://www.hertsdirect.org/services/envplan/plan/hccdevplan/sci1/>

PART B: Community Involvement in the South West Herts Joint Strategic Plan (JSP)

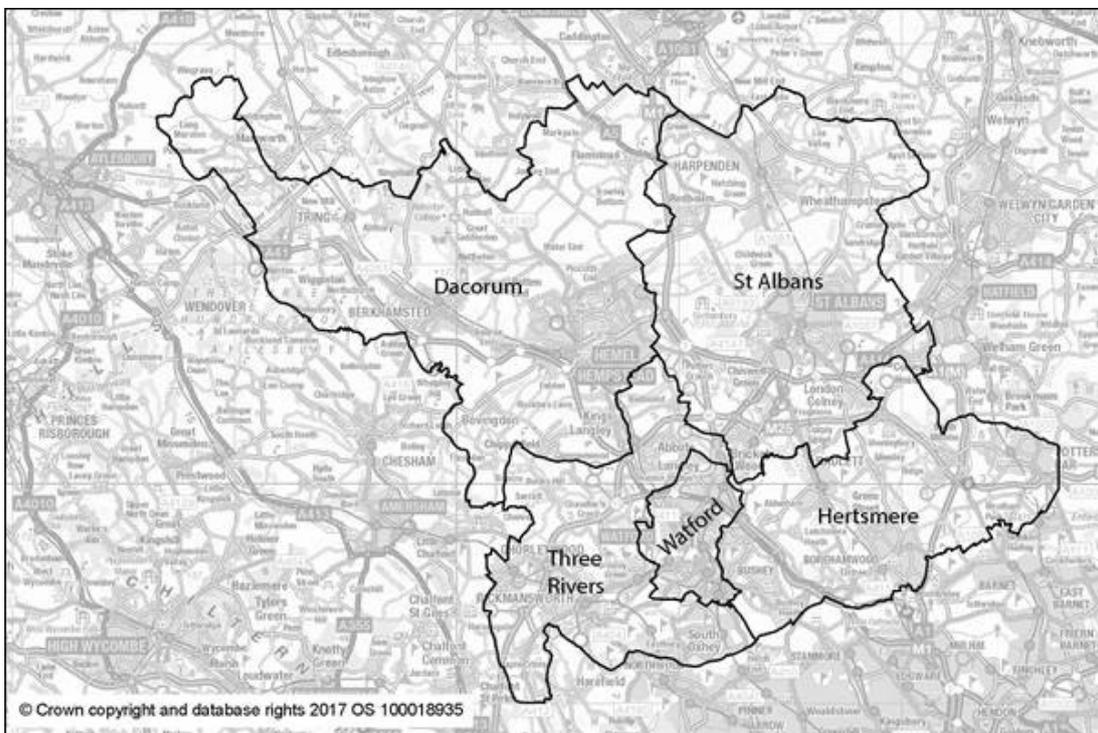
6. Introduction

- 1.1. This Part C Statement of Community Involvement (SCI) sets out a consistent approach for consultation and involvement on preparing a South-West Hertfordshire Joint Strategic Plan (JSP). This Part C SCI provides an addendum to each of the existing SCI's for the five South-West Hertfordshire authorities working in partnership on the JSP: Dacorum Borough, Watford Borough, Hertsmere Borough, Three Rivers District, and St. Albans City & District Councils.
- 1.2. This Part C SCI sets out the consultation approach for the JSP only and not on other planning documents or on planning applications. All five authorities' existing Statements of Community Involvement will continue to set out the approach to consultation and involvement for other planning policy documents and planning applications, and these are not affected by this Part C document. Please refer to each authority's website for details.

What is the South West Herts Joint Strategic Plan (JSP)?

- 1.3. In Spring 2018, Dacorum, Hertsmere, St Albans, Three Rivers, and Watford Councils gave formal endorsement to begin work on a Joint Strategic Plan (JSP) for South-West Hertfordshire (see Figure 5 below).

Figure 5: Extent of South-West Hertfordshire Joint Strategic Plan Area



- 1.4. The South-West Herts JSP will provide the overarching strategic planning framework for the five Local Planning Authority areas. Hertfordshire County Council will also assist with preparing the JSP. The South-West Herts JSP will

contain strategic allocations and policies, including an overall spatial strategy and amount of housing, employment and supporting infrastructure to be provided. It will cover the period up to 2050.

- 1.5. The key stages in preparing the South-West Herts JSP are set out in Figure 6. Consultation is required at various stages during JSP preparation, including “Publication” stage, after which it will be submitted to Government. An independent Planning Inspector then carries out an Examination into the document, considering the views of interested people. The final decision on the soundness of the Plan will be made by that Inspector, after which the plan will be adopted by the five councils. You can find government guidance on preparing local plans here: www.gov.uk/guidance/local-plans.

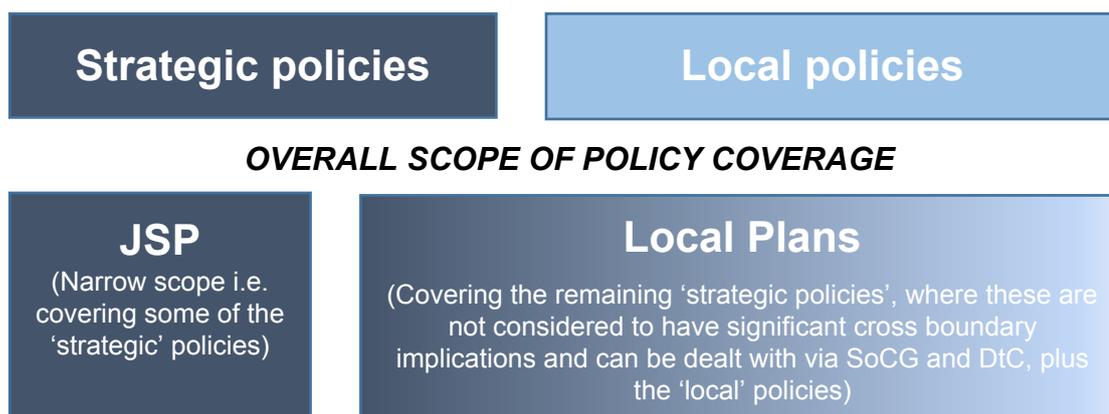
Figure 6: Key stages in preparing the South-West Herts Joint Strategic Plan (JSP)



* The Town and Country Planning (Local Planning) (England) Regulations 2012

- 1.6. Each council will continue to be responsible for preparing its own Local Plan, but the JSP will also provide the platform to consider how the challenges of growth in the wider South-West Hertfordshire area can be addressed longer term (i.e. to 2050). Figure 7 below illustrates how these two key planning documents will fit together.

Figure 7: Relationship between the South West Herts JSP and Local Plans



1.7. By working together, the South-West Hertfordshire Local Authorities will also be in a stronger position to deliver and better fund essential local transport links, health services and educational facilities that local people want to see alongside new homes and jobs.

General Principles for Consultation on the South West Herts JSP

1.8. We will apply some general principles to our JSP consultation.

- Involvement will be open to all regardless of gender, faith, race, ethnicity, disability, sexuality, age and social deprivation.
- We will undertake consultation as the plan is prepared.
- We will choose consultation processes by balancing available resources, cost and time constraints, and our level of discretion on the outcome.
- Consultation publications will be clear and concise and avoid unnecessary jargon, without understating the complexities of any decision.
- Enough time (minimum of 6 weeks) will be given for responses.
- We will inform those who respond to a consultation of later stages in the process, where required.

Who we will consult on the Joint Strategic Plan?

1.9. We will consult with the following as we jointly prepare the JSP:

- Statutory organisations including councils, infrastructure providers and government bodies as legally required or otherwise appropriate.
- The general public.
- Groups representing place or interest communities.
- Local business, voluntary and other organisations.
- Planning and development industry and consultants.
- Others who have expressed an interest in the subject matter.

How we will consult on the Joint Strategic Plan?

1.10. We will consult in the following ways as we prepare the JSP:

- We will contact appropriate organisations and individuals directly.

- We will publicise consultations by a combination of methods, as appropriate, such as: website, press release, displays, social media, community groups, community events.
- We will make consultation documents available at council offices and public libraries where appropriate.
- Consultation documents will be made available for download via each Council's website.
- We will consider organising consultation events such as public exhibitions and stakeholder workshops.
- We will publish comments received or a summary as soon as feasible. We will explain how these comments have been taken into account when decisions are made.

When we will consult on the Joint Strategic Plan?

- 1.11. The new South-West Hertfordshire Joint Strategic Plan is in the initial stages of preparation. It is envisaged that an Issues and Options consultation on a draft JSP will take place in late Summer 2019.
- 1.12. In preparing the Issues and Options consultation, we will undertake targeted engagement with organisations and key stakeholders to help us develop the draft Plan option for consultation.
- 1.13. After considering the responses to the Issues & Options consultation we will formally publish the Pre-Submission Plan in August 2020. Following consultation on that Plan, we will formally consult on the 'Publication Version' of Plan for representations in accordance with the relevant regulations before submission to Government and independent examination.

PART C: Community Involvement in the Planning Application Process

7. Introduction

- 7.1 For many people, the submission of a planning application, on a neighbouring or nearby site or premises, is the first, and possibly, the only time that they will become directly involved in the planning system. It is important that anyone who feels that they may be affected by a development proposal or has an opinion that they wish to be taken into account before a decision is made, is able to take part in and respond to consultation.
- 7.2 This section sets out the consultation requirements for applicants before a planning application is submitted, how the rest of the community will be informed about applications and how they can be involved in the decision making process.
- 7.3 All planning applications are available to view and access from our website:
 - Development Management: <http://www.dacorum.gov.uk/home/planning-development/planning-applications/search-planning-applications>

8. Pre-application Consultation and Advice

- 8.1 Before submitting a planning application, we encourage prospective applicants to seek advice at the pre-application stage. This allows for the identification of issues and constraints at an early stage in the design process; it enables concerns to be raised early; and can improve the quality of the scheme. Where the Council receives a request to disclose any information in relation to these pre-application discussions, it will notify and consult with the prospective applicant concerning its possible release. However, the Council reserves the right, to disclose any such information it deems appropriate and shall be responsible for determining at its absolute discretion whether the information is exempt from disclosure in accordance with the FOIA or EIR regulations. (See link to website below which includes protocol for pre-applications and charging schedule (November 2018). The protocol includes definitions for all scales of development).
- 8.2 Where proposals are large scale and likely to have an impact on an area, the Council would encourage the applicant to engage directly with the local community. This would usually be through the use of public meetings, meetings with local residents groups, amenity groups or parish/town councils, exhibitions and press releases. It is the applicant's choice whether they consult with the community and how they go about this. However, Officers can provide advice to applicants regarding appropriate local groups to contact with regard to specific planning applications through the pre-application process and how best to go about this.
- 8.3 At an early stage, developers should discuss with service providers the implications of development on, and contribution towards, provision of infrastructure. Consultation with statutory consultees may take place as part of the pre-application service. However, some of the consultees may charge for advice and this will need to be paid for separately by the applicant.

- 8.4 Further details of the service can be found on the Council's website below including details of charges which have been updated from November 2018. <https://www.dacorum.gov.uk/home/planning-development/planningapplications/pre-application-advice>

9. Planning Performance Agreements

- 9.1 Planning Performance Agreements (PPAs) are primarily aimed at complex development proposals. They are voluntary agreements that commit applicants, local planning authorities and partner organisations to an agreed timetable and fee for pre-application discussions and determining planning applications. Essentially they are a collaborative project management process, which aim to improve the quality of development and decision making by taking away national targets for determining an application (13 or 16 weeks) and setting out the key topics and milestones of the pre-application.
- 9.2 When a PPA is proposed, an inception meeting will be held with all the relevant parties. At this meeting a project team, with named persons from each party, will be agreed and a framework will be established setting out the process, timing and fees applicable. The framework will include the pre-application procedure, number and nature of meetings to be held, timing of submission of application through to decision and may include timings for discharge of conditions and an implementation programme for the development. The fee will be dependent on the scale and complexity of the development, the number of parties involved and number and length of meetings, time involved in research and information gathering.

10. Community Involvement in Planning Application Decisions

- 10.1 Development should be in accordance with the policies and proposals set out in the development plan unless other material considerations indicate otherwise. The previous sections of this SCI have dealt with how stakeholders can influence the drafting of these policies and proposals. However, there will continue to be the opportunity for individuals, groups and organisations to become involved in the decision making process for planning applications.
- 10.2 The Government has set minimum standards for consultation on planning and other related applications. Local planning authorities are required to undertake a formal period of public consultation, prior to deciding a planning application. This is prescribed in Article 15 of the Development Management Procedure Order. There are separate arrangements for listed buildings which are set out in Regulation 5 and Regulation 5A of the Listed Buildings and Conservation Area Regulations 1990 (as amended).
- 10.3 The Council currently goes further in trying to engage the community in the determination of applications. For example the Council will send out individual letters to any sites adjoining the application site and if they are adjacent if it were not for the presence of a highway telling owners/occupiers about planning applications rather than simply relying on a site notice. When a notice is to be used these will be placed in locations which will be seen by those likely to have

an interest in or be affected by a development. This is considered to be the most effective way of letting people know about planning proposals that may affect them. In addition, we consult the relevant Town or Parish Council where applicable. Table 4 below sets out the current practices for statutory consultation which is the minimum that the Council will do.

Table 4 – Statutory Dacorum Borough Council Publicity Requirements for Planning and Heritage Applications

Type of development	Site notice	site notice and/or neighbour notification letter'	Newspaper advert	Website
Applications for major development as defined in Article 2 of the Development Management Procedure Order	✓		✓	✓
Applications subject to Environmental Impact Assessment which are accompanied by an environmental statement	✓		✓	✓
Applications which do not accord with the development plan in force in the area	✓		✓	✓
Applications which would affect a right of way to which Part 3 of the Wildlife and Countryside Act 1981 applies	✓		✓	✓
Applications for planning permission not covered in the entries above e.g. non-major development		✓		✓
Applications for listed building consent	✓		✓	✓

Note: the [Environment Impact Assessment guidance](#) sets out further publicity and consultation requirements for applicants where this is relevant.

- 10.4 No system for publicising planning applications can be infallible, however extensive. There needs to be a balance between consideration of cost, speed of decision making and providing a reasonable opportunity for public comment. The current procedures do balance these conflicting priorities.

11. Consultation Procedures for other types of Planning Applications

Trees

- 11.1 For applications for approval of works to trees that are subject to a Tree Preservation Order (TPO) or Trees in a Conservation Area (TCA), these will be sent to the Trees and Woodlands team and the relevant Town or Parish Council(s).

Prior Approval

- 11.2 We consult as required by the Regulations (in most cases the Town and Country Planning (General Permitted Development Order) 2015 (as amended)) e.g. by serving a notice on adjoining owners or occupiers immediately adjoining the site

Lawful Development Certificates

- 11.3 Applications for Lawful Development Certificates require a technical assessment of whether planning permission is required. Comments on the planning merits of the proposal cannot be taken into account. Where a certificate is seeking to confirm that a development or use has been in existence for 4 or 10 years investigations will be carried out to verify the information submitted by the applicant. This will be determined by the Planning Case Officer on a case by case basis. The relevant Town or Parish Council will be notified of the proposal (for information only).

Advertisement Consent

- 11.4 We consult as required by the Regulations, e.g. in relevant cases with the Local Highway Authority, the relevant Town/Parish Council and Conservation team (if located within a Conservation Area).

Consultation periods

- 11.5 Our letters / notifications / advertisements make clear the deadline by which comments should be submitted. We normally allow 21 days but there may be occasions when a 14 day period is set, for example in cases of special urgency, or in certain cases where a re-consultation is required, such as the submission of materially different amended plans. Consultees can only be certain that their

views will be taken into account if they meet our deadline. However, in practice, further time may be available before the decision is made. If a consultee is having difficulty meeting the deadline; they should contact the planning case officer to see whether a late comment will be acceptable. Statutory consultees may be allowed a longer period of time to comment on applications where this is prescribed in legislation.

11.6 Representations on any planning or other application should be made via our Dacorum website where all plans and associated documents can be viewed before making comments. To ensure that views are not misinterpreted, we can only accept written comments. We will accept comments by letter or email but ideally comments should be made on-line. Online comments are the most effective mechanism to ensure comments expeditiously reach the website. Comments received by email and post may take longer to appear on the website. Representations should refer only to material planning considerations.

11.8 All material planning comments are taken into account in considering planning applications. Examples of some of the material planning matters that can be taken into account when deciding a planning application are listed below. Please note this list is not exclusive:

- ✓ National planning policies and guidance
- ✓ Local planning policies and guidance
- ✓ Highway safety issues
- ✓ Impact on amenity of neighbouring properties such as overshadowing and loss of light, over dominance, noise disturbance, smells, obtrusive lighting or other impacts on amenity
- ✓ The impact on the character and appearance of the area
- ✓ Design, layout, scale, density and materials
- ✓ Traffic generation
- ✓ Car parking provision
- ✓ Impact on important trees and landscaping
- ✓ Impact on the character or setting of a listed building
- ✓ Impact on the character or appearance of a conservation area

Examples of non-material planning matters that will not be taken into account are listed below. Please note this list is not exclusive:

- ✗ Reduction in property values
- ✗ Boundary and access disputes
- ✗ Covenants and other private property matters
- ✗ Commercial competition
- ✗ Loss of a private view over land
- ✗ Planning application has been submitted retrospectively

In accordance with our Customer Service Standards, the council will not tolerate comments that contain abusive, offensive or derogatory language, or those related to a personal circumstance. Any comments submitted to the council in this manner will not be published.

11.9 A weekly list of applications received is sent out to the Town and Parish Councils, Councillors, internal consultees and other groups or individuals interested. Any local amenity group or individual can be added to the list by emailing the Planning Mailbox: planning@dacorum.gov.uk.

12. How a Decision Is Made

12.1 Once the application has been registered and the consultation letters sent out the application is passed to the Planning Case Officer. When the Case Officer has visited the site and received all comments he/she will write a report, after the completion of the consultation period, recommending that planning permission is either refused or granted.

12.2 Not all of our planning applications are reported to the Council's Development Control Committee. If the application is not contentious and falls within the Council's Scheme of Delegation the application will be decided by the Group Manager or other delegated officers. In other cases the application will be reported to the Development Control Committee who sit on a three-weekly cycle. The Committee will then decide on the application.

Development Management Committee

12.3 The Committee is made up of 14 of the Council's elected Members.

12.4 Meetings of the Development Control Committee meeting are open to the public. You can address Councillors at the meeting. There are some rules to make sure that as many people as practicable can be heard fairly. You need to register in advance of the meeting with the Council's Member Support Section. Speakers are given 3 minutes to address the Committee. Where more than 1 person wishes to speak, on a single item, a total time of 5 minutes is shared between speakers.

12.5 Further information on the process and how to register to speak can be found on the following link:

<https://www.dacorum.gov.uk/home/council-democracy/meetings-minutes-andagendas/speak-at-a-committee-meeting/speak-at-a-development-controlcommittee-meeting>

Post decision

12.6 Decision notices are sent to applicants electronically and can be viewed on the Council's website.

12.7 A weekly list provides a list of all applications determined in a particular week. This is available on the website:

<http://site.dacorum.gov.uk/planonline/acolnetcgi.gov>

12.8 The weekly list of applications received and determined is also sent to Town/Parish Councils for information purposes. Any group or individual can be added to the list by emailing the Planning Mailbox: planning@dacorum.gov.uk.

Appeals

12.9 After the council has reached a decision on a planning or a related application, and has refused it or permitted it with conditions attached, the applicant has a right of appeal against that decision. This appeal will be submitted to, and determined by, the Planning Inspectorate (PINS), a body independent of the Council.

12.10 The requirements for notification with regard to appeals are set down in government regulations and the council will comply with these. We will notify the interested parties of the appeal and provide information on how and when to respond to PINS. If an appeal is to be considered at an informal hearing or public inquiry, we also notify interested parties of the venue and time of the hearing in line with the Planning Inspectorate's requirements.

12.11 The council produces information on its website about the appeal process which gives further details of the appeal procedures and the potential for third parties to be involved.

Enforcement

12.12 If development takes place without the right approvals being obtained, this is known as a breach of planning control and enforcement action can be taken. Before it is decided what enforcement action the Council can take, the Council must take into account legislation, government advice, the Council's planning policies and previous planning decisions. One of the underlying principles of planning enforcement is for the Council to respond to alleged breaches of planning control in a proportionate manner, taking into account the severity of any harm caused by the breach.

12.13 All complaints about alleged breaches of planning control must be made in writing. Discretion may be used in rare cases to waive this requirement, but this will usually be limited to those cases where there is the prior knowledge or existing involvement of an officer, or where the complaint relates to unauthorised works to a listed building or trees protected by a Tree Preservation Order. **We cannot accept anonymous complaints.** Any complaint you do make will be treated in the strictest confidence in accordance with the procedures outlined in the Local Enforcement Plan¹.

¹ <http://www.dacorum.gov.uk/home/planning-development/planning-enforcement>

- 12.14 Reports of a breach of planning control, or queries relating to a potential breach of planning control, should be made via the web form on the Planning Enforcement pages on the Council's web-site. It is also possible to e-mail planning.enforcement@dacorum.gov.uk or send a letter; however, the Council's preferred method is via the web form¹ as this will ensure that the information required to start an enforcement investigation is provided at the beginning.
- 12.15 Planning Enforcement will keep the interested parties informed of the planning enforcement investigation, and its conclusion, in accordance with the procedures detailed in the Local Enforcement Plan. The number and frequency of updates will depend on the priority level given to the case, as well as the complexity of the enforcement investigation.

13. Review

- 13.1 Members of the Development Management team have opportunities to engage with key stakeholders and to discuss relevant issues regarding the planning process. These can include the annual parish conference (where a planning update is given), the quarterly Town/Parish Clerks forum or attendance at the quarterly agent/developers' forum. Such meetings provide an opportunity for the Council to promote the key principles of this Statement of Community Involvement.

¹ <https://eforms.dacorum.gov.uk/eforms/Planning/enforcement/>

Appendix 1: Specific Consultation Bodies

Local planning authorities that adjoin the Borough

- Aylesbury Vale
- Chiltern
- Three Rivers
- St Albans

To enhance SW Herts Joint Strategic Planning working, we will also consult:

- Watford
- Hertsmere

Hertfordshire County Council and any other County Councils that adjoin the Borough

- Central Bedfordshire
- Luton
- Hertfordshire
- Buckinghamshire

Town and Parish Councils within and adjoining the Borough

Chiltern

- Ashley Green
- Latimer and Ley Hill
- Chenies
- Cholesbury cum St Leonards

Three Rivers

- Sarratt
- Abbots Langley

St Albans

- St Michael
- Harpenden Rural
- Redbourn

Central Beds

- Studham
- Hyde
- Caddington
- Slip End
- Kensworth
- Whipsnade

Aylesbury Vale

- Ivinghoe
- Pitstone
- Cheddington
- Marsworth
- Edlesborough
- Buckland
- Drayton Beauchamp
- Aston Clinton
- Hulcott
- Wingrave with Rowsham
- Mentmore

Dacorum

- Aldbury
- Berkhamsted
- Bovingdon
- Chipperfield
- Flamsted
- Flaunden
- Great Gaddesden
- Kings Langley
- Little Gaddesden
- Markyate
- Nash Mills
- Nettleden with Potten End
- Tring Rural
- Tring Town
- Wigginton
- Northchurch

Appendix 2: Further planning support

Who can help explain Planning Issues to me?

1. In most instances, the information you will need in relation to plan-making and planning applications can be found on the Council's website. If you still have questions after looking at that information, you may wish to contact our Customer Services Team by phone 01442 228000 or email customer.services@dacorum.gov.uk.
2. Officers that can explain planning issues include:

The Strategic Planning & Regeneration Team (plan-making) which is:

- Responsible for producing the Local Plan and other planning documents that make up the Development Plan along with other planning policy guidance and;
- Responsible for organising and leading the consultations on draft council planning documents. The team considers consultation responses and incorporates, where appropriate, any amendments into the council's final version for councillors to consider and approve.

The Development Management Team (planning applications) which is:

- Responsible for assessing planning applications in accordance with the adopted development plan, the National Planning Policy Framework (NPPF), the National Planning Practice Guidance (NPPG) and any other material considerations including consultation responses to the proposal.
 - Contactable for advice on pre-application enquiries and general planning enquiries through the planning mailbox.
3. You may also wish to contact your local councillor, to discuss your views, or seek their help with a planning proposal in your area. Contact details of local ward councillors are available at:
<https://democracy.dacorum.gov.uk/mgMemberIndex.aspx?bcr=1>

What other support for planning is available to me?

4. Useful websites that provide information on the planning system include:
 - Planning Portal – www.planningportal.co.uk
 - National Planning Practice Guidance - <http://planningguidance.communities.gov.uk>

- Plain English Guide to the Planning System – https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/391694/Plain_English_guide_to_the_planning_system.pdf

Planning Aid England

5. Planning Aid England is an independent voluntary organisation linked to the Royal Town Planning Institute (RTPI). This includes a network of professional Chartered Town Planners. The organisation offers impartial advice and independent support. For further information, contact them online by visiting www.rtpi.org.uk/planning-aid or call 020 7929 9494.
6. Occasionally you may feel the need to be professionally represented on a planning issue that affects you. The RTPI keep a list of accredited planning consultants who may be able to help.

What other support is available to help with Neighbourhood Planning?

7. Planning Aid England has produced guidance to help communities with Neighbourhood Planning that can be accessed at: <http://www.rtpi.org.uk/planning-aid/neighbourhood-planning/>
8. You can also read case studies and find information about how support is being provided for Neighbourhood Planning through Locality, which is the national network of community-led organisations, at: <http://mycommunity.org.uk/programme/neighbourhood-planning/>
9. If you are interested in finding out if your parish or town has prepared, or is preparing a Neighbourhood Plan, please take a look at the information on our website at: <http://www.dacorum.gov.uk/home/regeneration/neighbourhood-planning>
10. There is further information about Neighbourhood Plans on the Council's website: <https://www.dacorum.gov.uk/home/regeneration/neighbourhood-planning>

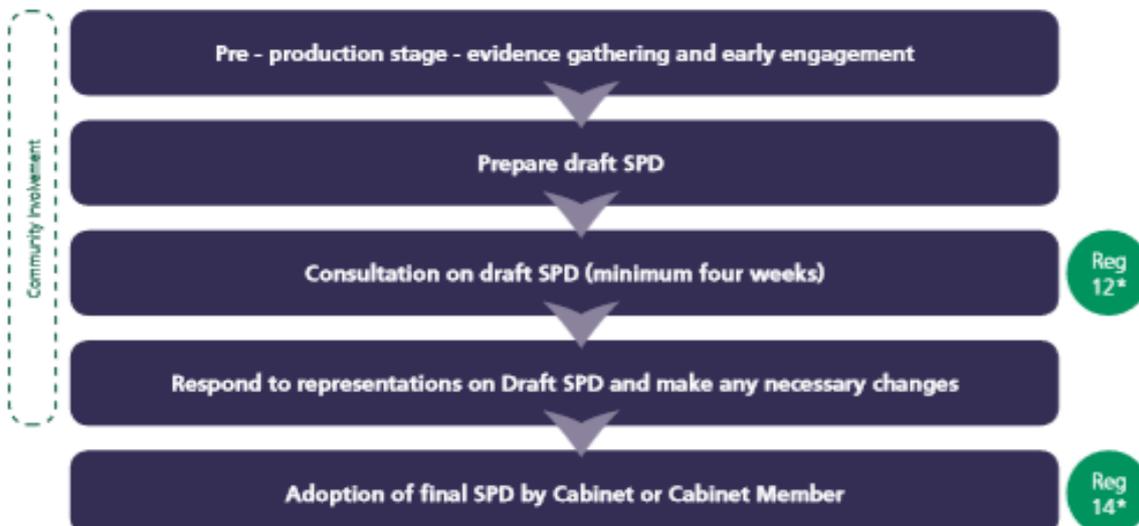
Appendix 3: Key stages in preparing policy documents

Local Plan



* The Town and Country Planning (Local Planning) (England) Regulations 2012

Supplementary Planning Document



* The Town and Country Planning (Local Planning) (England) Regulations 2012

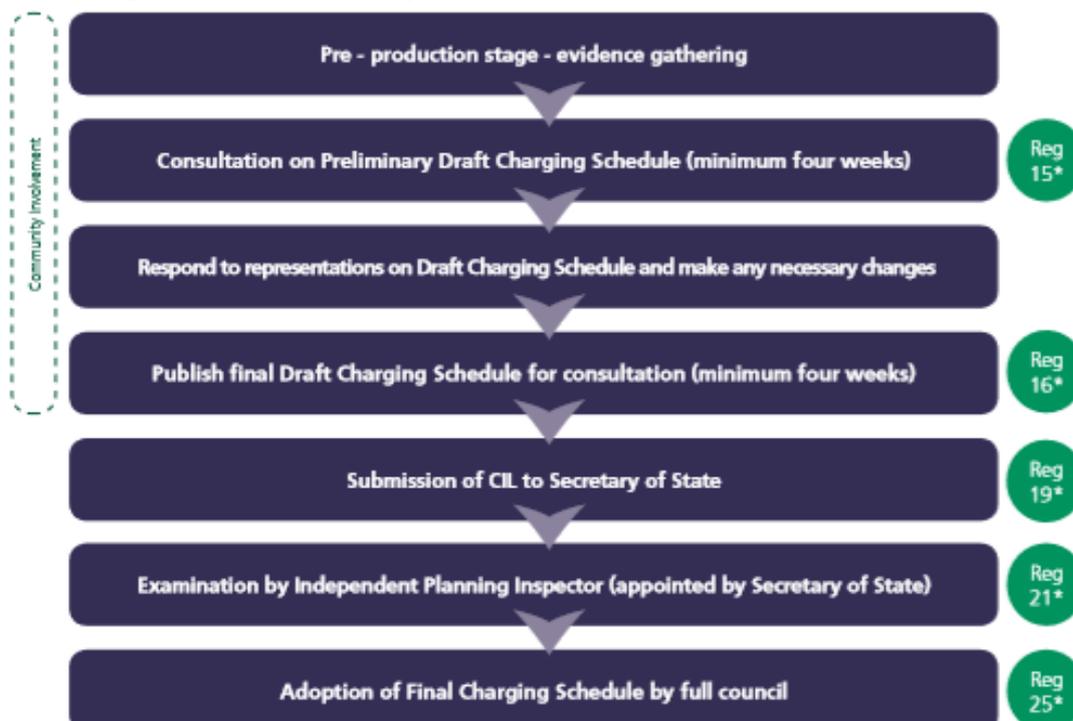
Neighbourhood Plans or a Neighbourhood Development Order (NDO)



* Neighbourhood Planning (General) Regulations 2012

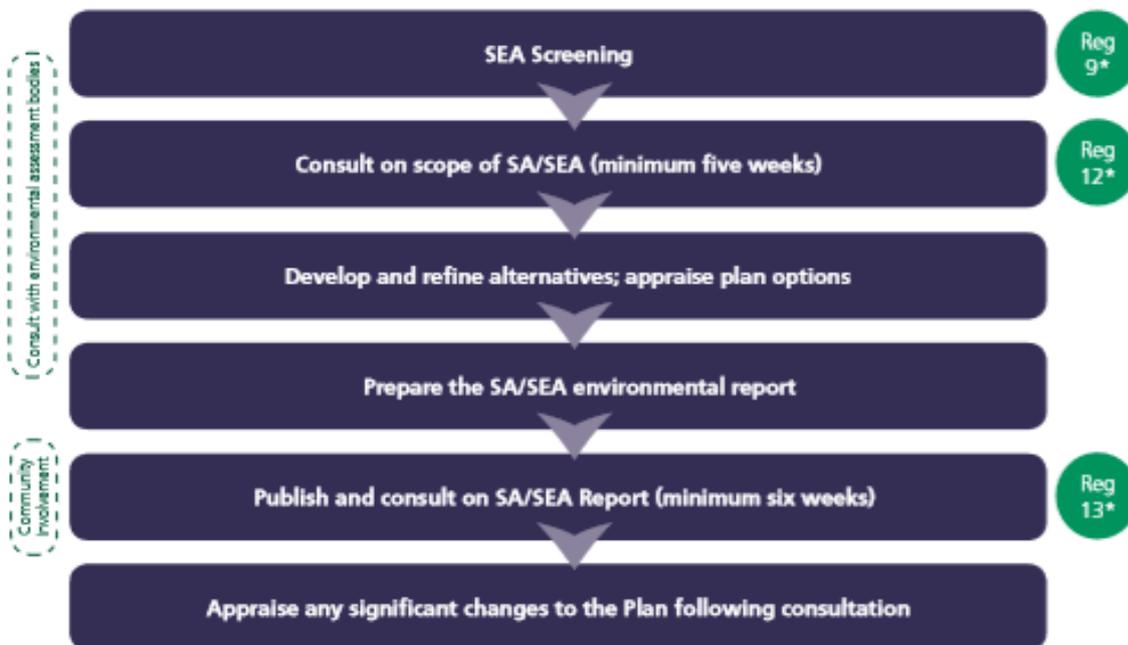
** If more than 50 per cent of people who voted in the referendum supported the plan/order, the council must adopt it

Community Infrastructure Levy



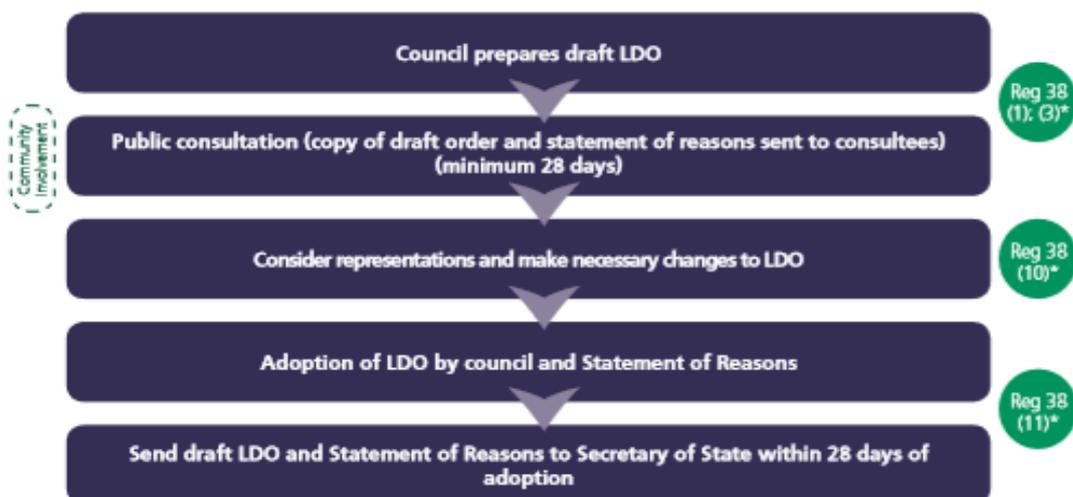
* The Community Infrastructure Levy Regulations 2010

Sustainable Appraisal (incorporating Strategic Environmental Assessment)



* Environmental Assessment of Plans and Programmes Regulations 2004

Local Development Orders



* The Town and Country Planning (Development Management Procedure) (England) Order 2015

Agenda Item 11



Report for:	Cabinet
Date of meeting:	30th July 2019
Part:	1
If Part II, reason:	

Title of report:	Hemel Hempstead Garden Town and Hemel Garden Communities
Contact:	<p>Cllr Graham Sutton, Portfolio Holder for Planning and Infrastructure</p> <p>Responsible Officer: James Doe, Assistant Director, Planning, Development & Regeneration</p> <p>Author: Nathalie Bateman, Team Leader Strategic Planning and Regeneration – Strategic Sites Delivery</p>
Purpose of report:	To update Cabinet with the outcome of the Garden Communities Prospectus bid submitted to the Ministry of Housing, Communities and Local Government (MHCLG) in November 2018, and to note progress made, agree spend and endorse next steps.
Recommendations	<p>That:</p> <ol style="list-style-type: none"> 1. Cabinet note the success of the bid and receipt and application of £0.75m equally shared with Dacorum Borough Council and St. Albans District and City Council for their work in 2018/19. 2. The draw down from the Local Development Framework Reserve of £0.14m in 19/20 and the residual £0.235m in 20/21 in line with Table 2 - 2 Year Spending Plan be approved and its approval recommended to Council. 3. Cabinet notes that MHCLG has given Garden Town status to Hemel Hempstead as a result of the bid. 4. Funds to progress Hemel Hempstead Garden Town and Hemel Garden Communities are allocated and spent in broad alignment with the submitted Garden Communities bid to MHCLG.

	<p>5. Delegated authority is given to the Portfolio Holder for Planning and Infrastructure and Assistant Director Planning, Development and Regeneration to agree the detail in the Operational Project Plan.</p> <p>6. Cabinet endorses the Project Plan in Appendix 6, 2 Year Spending Plan in Table 2 and Strategic Memorandum of Understanding between SADC, DBC and HCC in Appendix 4 and Indicative Governance Structure in Appendix 5.</p> <p>7. Progress on Hemel Garden Communities and next steps are noted.</p>
Corporate objectives:	The proposals for major development at north and east Hemel Hempstead through the Hemel Garden Communities proposals are wide-ranging and relate to all corporate objectives.
Implications: 'Value for money' implications	<p><u>Financial</u></p> <p>Report proposes draw down from LDF reserve. The successful bid to MHCLG has resulted in the award of substantial financial assistance for the purposes of steering and shaping the development.</p> <p><u>Value for money</u></p> <p>The award of funds through the bid will afford the local authority partners excellent value for money as it will bring additional capacity and reduce the amount of resources that would otherwise have to be allocated to the project.</p>
Risk implications	<p>A high level risk assessment was prepared as part of the Hemel Garden Communities application to MHCLG to join the Garden Communities Programme.</p> <p>Detailed risk assessments will be prepared prior to each phase of the master planning and delivery programme and will be informed by risk management workshops.</p>
Community Impact Assessment	A Community Impact Assessment for Hemel Garden Communities was prepared in October 2018 and reviewed in June 2019 (see Appendix 1).
Health and safety Implications	None arising from this report.
Consultees:	Mark Gaynor, Corporate Director (Housing & Regeneration)
Monitoring Officer/S.151 Officer Comments	<p>Monitoring Officer:</p> <p>There are no direct legal implications arising from the report at this stage, however, the legal team should continue to be consulted as the governance arrangements for the project are developed.</p>

	<p>S.151 Officer The use of the Local Development Framework (LDF) reserve to fund the HGC project is in line with the strategic purpose of this specific reserve.</p> <p>An additional £375k was allocated to the LDF reserve in 2018/19 to fund additional strategic planning for the HGC project over the next 2 years.</p>
Background papers:	<p>Reports to Cabinet on the Dacorum Borough Local Plan, 31 July 2018 and 16 October 2018</p> <p>Submitted St Albans Local Plan, SADC, 2019</p>
Glossary of acronyms and any other abbreviations used in this report:	<p>HCC – Hertfordshire County Council</p> <p>HE – Homes England</p> <p>HGC – Hemel Garden Communities</p> <p>HHGT – Hemel Hempstead Garden Town</p> <p>LDF – Local Development Framework</p> <p>LEP – Hertfordshire Local Enterprise Partnership</p> <p>MHCLG – Ministry of Housing, Communities and Local Government</p> <p>PPA - Planning Performance Agreement</p> <p>SADC – St Albans City and District Council</p> <p>TCE – The Crown Estate</p> <p>TCPA – Town and Country Planning Association</p>

Introduction

1. Hemel Garden Communities (HGC) is a proposal for a major expansion of Hemel Hempstead to its east and north but is not limited to this area if other developments/land promoters wish to support the design and delivery principles set out in the Charter (Appendix 2). The Crown Estate is promoting the development to the north and east of Hemel Hempstead and owns significant land in this area. The map attached to the report at Appendix 3 shows the area known as Hemel Garden Communities. The land is divided roughly equally between Dacorum and St Albans' administrative areas and also includes a small amount of land owned by Homes England at Marchmont Farm and Spencers Park.
2. Recognising the exceptional need for growth, and through the respective preparation of Local Plans, Dacorum Borough Council (DBC), St Albans City

and District Council (SADC), and Hertfordshire County Council (HCC), together with The Hertfordshire LEP and Herts Innovation Quarter (Enterprise Zone) and The Crown Estate as majority land owner, are undertaking a strategic visioning approach to housing and employment growth at Hemel Hempstead.

3. The Hemel Garden Communities proposal in total would accommodate around 11,000 new homes and 10,000 jobs within a new 55 hectare business park with capacity for about 2 million sq. ft. of commercial floorspace and through the delivery of new district and local commercial centres. It should be stressed, however, that in carrying out this work it is recognised that any development would only take place in the Dacorum element if it is included in the Local Plan following proper assessment and consultation. This is dealt with in further detail in paragraphs 19-22 below.
4. The commercial development would effectively be an extension to Maylands Business Park and it comprises the major development opportunity for the Hertfordshire Innovation Quarter (Herts Enviro-Tech Enterprise Zone). The proposal would be supported by significant investment in ambitious new infrastructure and community facilities, with the intention of transforming the town as a whole and providing a great legacy.
5. Hemel Garden Communities includes close partnership working with Hertfordshire Local Enterprise Partnership and local businesses to support the delivery of the Hertfordshire Innovation Quarter. This aims to create an internationally recognised employment zone focussing on green technology at Maylands Business Park, the largest business park in Hertfordshire, in addition to the Building Research Establishment and Rothamsted Research, both of which are located in the St Albans district. The Government has expressed its support for this new employment area, which will help deliver against its clean growth agenda.
6. The Crown Estate own around 60% of the land concerned. It has begun preparing a masterplan for HGC Phase 1, Land East of Hemel Hempstead and there has been significant input from senior officers from DBC, SADC, Hertfordshire County Council, Hertfordshire Local Enterprise Partnership (LEP), Highways England and the Hertfordshire Innovation Quarter regarding the strategic masterplan approach required as a next step for HGC.
7. The Hemel Garden Communities Charter has been developed by the local authorities with input from these stakeholders at regular meetings. The Charter was endorsed by Cabinet on Tuesday, 13 November 2018.
8. The Charter sets a broad vision and framework of agreed development principles to take this proposal forward. Based on Garden City principles promoted by the Town and Country Planning Association (TCPA), nine aspirational principles have been developed to guide the design, development and delivery of the communities over the next 25 years and beyond.
9. The key principles that sets this apart from other vision documents are the principles regarding empowering communities, innovative approaches to delivery and active local stewardship. The Charter also provides an overall

aspiration to integrate the proposal with surrounding existing neighbourhoods and identifying opportunities that will help transform the wider town to ensure it meets the Garden Town Status we are aspiring to.

10. The scale of Hemel Garden Communities and the new status of Hemel Hempstead as a Garden Town is significant. It brings greater certainty for critical infrastructure funding from Government to help deliver the proposal and help transform the town as a whole, subject to further bidding processes.
11. Future bids for funding are expected to support the delivery of transport infrastructure in addition to contributions from developers. Major improvements to include junction 8 of the M1 motorway and a new link road running through the north of the development to connect to the M1 motorway at an improved junction 8, and possibly a new junction 8a or enhanced junction 9. The traffic options for enhanced connections are still being modelled.
12. HGC is expected to deliver new schools, health and community facilities and a series of local centres offering local shopping facilities and the scope for small business space, in addition to the major expansion to Maylands in Hertfordshire Innovation Quarter.
13. A strategic transport link between Maylands Business Park and Hertfordshire Innovation Quarter, the town centre and Hemel Hempstead railway station is needed to promote modal shift and improve connectivity and enhance public transport services for residents, commuters and visitors; further modelling work is required to support the sustainable transport strategy. The proposals include a new multi-modal transport interchange for Maylands and aim to incorporate innovations in public transport such as demand-responsive services.
14. The proposal also aims to provide easily accessible green infrastructure for existing and new residents of the town such as a Country Park and significant connected open space with new leisure facilities. There are also transformative opportunities to help connect the railway stations and town centre with Maylands Business Park and the new communities as well as to improve key pedestrian and cycle routes through the town and links to St. Albans.
15. As the detail of the plan develops, and as work on new Local Plans for both Dacorum and St Albans progresses, there is a need to update Members and engage Members with the project programme and governance.

Planning Status of the development area

16. Both DBC and SADC are considering Hemel Garden Communities proposals for their respective new Local Plans, which are currently under preparation. The Crown Estate, as principal landowner and promoter of the scheme has requested the allocation of the land for development from both authorities. Currently, all of the land is within the Green Belt.
17. SADC submitted its Local Plan formally in March 2019 to the Secretary of State for Housing, Communities and Local Government. This will give rise to a formal public examination of the plan's contents, which will be conducted by a Planning Inspector expected to be in autumn 2019.

18. SADC's submitted Local Plan sets out its preferred approach to meeting development needs in the St Albans District. This allocates their part of the proposal for a minimum of 5,550 new homes in three parts of the site and 55 hectares of employment land in the Enterprise Zone to deliver new jobs. A range of other uses and facilities are included in the draft Local Plan including M1 junction 8 improvements, new primary and secondary schools, new country park, multi-modal transport interchange.
19. The Crown Estate is in the process of preparing a planning application for a first phase of c.2,500 new homes and the business park element of the scheme for submission, mainly to SADC later in 2019.
20. Members will be aware that DBC carried out an initial 'issues and options' consultation for the new Dacorum Local Plan in late 2017. A further Local Plan update was reported to Cabinet on 31 July 2018 setting out the need for a Strategic Sites Design Guide (Supplementary Planning Document) to support the delivery of strategic sites, which includes HGC. This work is being progressed and a draft report is expected for Cabinet this autumn.
21. Any inclusion of the Dacorum element of the HGC proposal will need to be tested formally through the statutory Local Plan preparation process, which is ongoing, prior to deciding on its formal inclusion.
22. In this context, however, Members should note that in 2012 the Planning Inspector for the Dacorum Core Strategy highlighted the need for joint working with SADC to explore the development of land at east Hemel Hempstead, which now forms phase 1 of the HGC proposal. The work that would be resourced by grant money received by MHCLG will help strengthen the evidence base for the wider proposal.
23. For the avoidance of any doubt, formal endorsement of the HGC Charter by Cabinet in November 2018, does not allocate the site for development as this is a matter for the Local Plan alone.
24. This is made clear within the Hemel Garden Communities Charter, 2018 within the introductory text (at page 4) as follows:

"The Hemel Garden Communities proposals fall roughly equally between land in both the Borough of Dacorum and the St Albans District. The proposals in their entirety represent a major strategic urban extension to Hemel Hempstead and need to be thoroughly considered and tested by both DBC and SADC as the respective Local Planning Authorities in their emerging Local Plans"

The bid

25. The MHCLG Garden Communities Bid sought funding for the following key areas:
 - a) Resource funding
 - b) Delivery advice and support

- c) Delivery vehicles
- d) Cross-government brokerage
- e) Peer learning/networking opportunities
- f) Bespoke offer

Table 1 outlines the revenue funding sought and a summary of the expected resources required to support the project over a 5 year period.

Table 1: MHCLG 2018 Garden Communities Funding Bid:

Purpose	Financial year/funding request to MHCLG (in £000.00s)						Total
	18/19	19/20	20/21	21/22	22/23	23/24	
Resources							
Staff	110	470	480	490	500	375	£2,425,000
Studies/ Expert Support	340	330	200	260			£1,130,000
Total	450	800	680	750	500	375	£3,555,000

26. Funding through the bid expected to enable public sector partners to deliver a better development. Primarily, by reducing pressure on constrained budgets to enable the public sector to steer the project effectively, and help provide access to other Government funding schemes such as the Housing Infrastructure Fund. Currently DBC is using already busy staff with a range of other demands on their time to work on the project. Workload on HGC and HHGT are only going to increase as the project develops, and if the local authorities are to lead the project to deliver outcomes in the public interest there will be additional costs to Dacorum and the two other Councils. The alternative would be a developer-led scheme with less public engagement and fewer public benefits.

27. In the submitted bid, the DBC and SADC asked for £3.55m for a period of 5 years. The bid expected the Charter principles to be further developed through strategic visioning for HGC and Hemel Hempstead and through key studies: the Hemel Hempstead Transformational Plan SPD; the Sustainable Transport Strategy and Housing Delivery Strategy. The bid asked for

resource funding for posts including those outlined in paragraph 31, and a bespoke offer to cover some masterplanning costs of HGC and legal work to support delivery.

28. A fundamental requirement of the bid, asked how the LPAs would address the transformation of Hemel Hempstead into a Garden Town. The bid expected key proposals outlined throughout and the Hemel Hempstead Transformational Plan SPD to address these requirements. Key strategies supporting the plan, including the sustainable transport strategy aim to identify key infrastructural opportunities for improvements, strengthen the built and natural environment of the town. Strategies will also maximise connectivity between HGC and the wider town and identifying community focused leisure and social requirements. Key projects will be identified in the plan with costings to support this transformation and Applicants will be expected to help deliver or contribute to some of these improvements where appropriate.

Funds received

29. At the end of March 2019, MHCLG announced the success of the bid and awarded Hemel Hempstead, Garden Town status. As a result, DBC and SADC received £0.75m to support expenditure on the development of Hemel Garden Communities and Hemel Hempstead Garden Town project in 2018/19. The funding has been allocated equally between DBC and SADC and was spent in 2018/19. There is also potential for further revenue funding subject to progress and further bids going forward and opportunities for capital funding/loans to support the project.
30. At its meeting on 21 May 2019, Cabinet approved a recommendation to Council to transfer £0.375m to the Council's Local Development Framework reserve to support the Hemel Garden Communities development. Draw down of funding from the LDF reserve to support the project is subject to Cabinet and Council approval.
31. DBC and SADC are expected to set up a core independent HGC team to programme manage the project outlined in the bid. Expenditure proposals for the project are set out in the Table 2.

Table 2: 2 Year Spending Plan

Expenditure Items for MHCLG Funding (2019-2021)	19/20 Year 1	20/21 Year 2	Est. Cost
Staffing			
Programme Director, Urban Design Officer and 2 x Senior Project Officers	155	255	£410k
Sub-total	155	255	£410k
Study/Consultancy/Expenses			
Key Studies:	120	220	

HGC Strategic Masterplan Guidance SPD HH Transformational Plan SPD			
Sub-total	120	220	
Total	275	445	£750k
DBC draw down from £375k	140	235	MHCLG Funding (- £750k)
SADC draw down from £375k	135	240	

32. To help guide and focus the project, a Strategic Memorandum of Understanding (MoU) and Indicative Governance Structure has been drafted between DBC, SADC and HCC (Appendix 4 and 5), and is recommended for endorsement.

33. A Project Plan has been developed in two parts; Part 1 is a Strategic Project Plan and is recommended for endorsement, see Appendix 6 for full details. This includes the following:

1. Purpose
2. Mission statements
3. Aim
4. Strategic priorities
5. Short-term work programme
6. Operational Project Plan scope

34. Part 2 of the Project Plan is the Operational Project Plan shown below; the detail will need to be agreed within the next couple of months by the Portfolio Holder in the first instance and reviewed by HGC Board regularly.

1. The Strategic Priorities and short term work programme.
2. Governance – full structure and terms of reference for all reporting groups, sub-groups and the board are necessary to ensure the project is managed effectively and responsibilities and relationships understood including relevant sub-regional planning groups.
3. Partner responsibilities and roles – information on all key posts and reporting structures for key partners.
4. Resource management – funding, budgets and finance management; staff management.
5. Project work streams and programme – evidence needed to support project; studies progressing; tender briefs; short to long term programme.

6. Monthly monitoring and progress management – monthly progress reports and meetings with clear structure are needed to monitor the project going forward.
7. Communications management – sub-group started; a community engagement strategy being drafted; branding for HHGT/HGC with some alignment to emerging LPs.
8. Quality and standard management – workshop required.
9. Constraint and risk management – workshop required.
10. Other work stream areas as required.

Next Steps

35. Continued joint working between officers and CEOs of both DBC and SADC are essential in taking this project forward, as well as joint working with officers and senior managers at HCC. HCC officers for growth and infrastructure, and highways are currently committing 1 day a fortnight working with DBC and SADC officers based at the Forum.

36. Other key matters include:

Governance arrangements – An Indicative Governance Structure is appended to this report for endorsement prior to the first HGC Board meeting. This is expected to take place in September, alongside monthly Stakeholder Steering Groups and other sub-group meetings.

Developing a Vision for HGC and Hemel Hempstead - This will respond to the requirements of the bid, and provide the basis on which all future work on evidence and any pre-application engagement.

Resourcing a HGC project team – A dedicated independent team needs to be led by a programme director/manager who will prepare a detailed project plan and programme. The team will also be responsible for progressing key evidence base studies and strategies which will in turn inform the Transformational Plan SPD.

Preparation of evidence base studies – Work is already underway to identify the key evidence necessary to inform the Transformational Plan SPD and HGC high level Masterplan Guidance SPD. The project team will lead on the delivery of these new strategies, working with other teams to ensure consistency with the emerging Local Plan.

Preparation of a Community Engagement Strategy – Public engagement is expected to be at the heart of any future work for HGC and the Garden Town. The strategy will look at existing, as well as new and innovative ways of engaging with the public, elected members and key stakeholders to ensure everyone has a meaningful say on proposals as they emerge. Engagement with the Local Plans team to ensure the strategy benefits the emerging LP is also essential.

Local Plan – The project team will work with the Local Plan teams at both LPAs to ensure any emerging work on HGC is aligned by means of a

strategic policy. Careful consideration will be needed to ensure that the policy meets the test of soundness and is sufficiently effective that it will be able to influence future development proposals across the town.

HGC Phase 1 – The Crown Estate (TCE) as majority landowners for the initial phase of development on land to the east of Hemel Hempstead (predominantly in the administrative area of SADC) are working with DBC and SADC on developing evidence to inform a future planning application. Planning Performance Agreements are being developed between DBC, SADC, HCC and TCE. This will set out how each of the parties will work together to ensure that any future application responds to the vision for Hemel Hempstead Garden Town, HGC, and the HGC Charter and emerging evidence.

Future bidding for funding - A key element moving forward is to use established and new dedicated resources to devote time to identifying and applying for new sources of funding to deliver and enhance the scheme as a whole.



Dacorum Borough Council - Community Impact Assessment

Please read the Guidance on completing a Community Impact Assessment

Once completed, please review and gain sign off from the relevant Group Manager.

Email the signed off copy to Customer Intelligence and Policy Officer Isobel Benton-Slim to publish.

If you have any further questions about how to complete this form, please contact Isobel Benton-Slim x2936

1. About the Project, service change or policy development

Responsible officer	Nathalie Bateman
Name and description of project, service or policy	
<p>Hemel Garden Communities. This will deliver a major expansion of Hemel Hempstead to its east and north on land divided roughly 50/50 between Dacorum and St Albans' administrative areas. The proposal and vision set out in the Hemel Garden Communities Charter would accommodate over 11,000 new homes and 10,000 jobs within a new 55 hectare business park with capacity for about 2 million sq. ft. of commercial floorspace and through the delivery of new district and local commercial centres.</p> <p>In March 2019, MHCLG announced that the Hemel Garden Communities bid had been successful and as a result, Hemel Hempstead gained Garden Town status. An award of £750,000 was made, equally shared between Dacorum Borough Council and St Albans District and City Council for their work in 17/18. Although shared equally, the money is expected to fund a core HGC team to programme manage the project. The award was significantly lower than the bid request of £3.55m for funding towards:</p> <ul style="list-style-type: none"> • up to six new posts (dependent on success of bid and level of grant) up to 22/23; • three studies – Transformational Plan, Sustainable Transport Plan and Housing Delivery Strategy; • other costs – legal to support the establishment of a delivery vehicle, compulsory purchase work, community stewardship, technical infrastructure and utilities design packages to support the master plan. 	

2. Identifying the community impact

What impacts will this change have on the community?		
Information which might be useful in thinking about this includes our equality profiles , available for a number of demographic groups in Dacorum, and Spotlight on Dacorum , which provides information about the Borough as a whole and signposts users to detailed statistics at ward / postcode level through neighbourhood statistics.		
	Positive	Negative
		<p>What are the positive and negative impacts?</p> <p>How will the positive impacts be enhanced? How will the negative impacts minimised/eliminated?</p>
<p>The community in general e.g. social or economic benefits or negative impacts</p>		<p>Positive aspects enhanced</p> <ul style="list-style-type: none"> • New communities will be planned around garden community principles, updated to meet modern expectations and anticipate future technological innovations. Hemel

		<p>Hempstead will grow following a familiar pattern of neighbourhoods focussed around local centres and open space, with strategic green fingers radiating from the town centre to the countryside</p> <ul style="list-style-type: none"> • 10,000 high quality jobs created, on and off site. Of these 8,000 are estimated to be delivered by the Enviro-Tech Enterprise Zone, and jobs will also be created within new educational, retail, health, community and leisure facilities • The development of the Hertfordshire Innovation Quarter (Hertfordshire Enterprise Zone) as a globally renown centre for science and technology will have reputational benefits for Hemel Hempstead, attracting more inward investment and high calibre job seekers to benefit the town as a whole • New residents will view Hemel Hempstead as their main town, benefiting the economy of the town centre and neighbourhood services • New infrastructure and sustainable transport services linking the town and employment area with key destinations such as the train station, town centre and other towns will make travel easier for both new and existing residents and reduce the impact of growth on congestion • The delivery of significant new transport infrastructure will be accelerated – such as motorway junctions and a Leighton Buzzard Road / Redbourn Road link – improving the connectivity and desirability of Hemel Hempstead for potential residents, employers and workers <p>Negative impacts minimised/eliminated</p> <ul style="list-style-type: none"> • Existing neighbourhoods enhanced • More sustainable transport options introduced to benefit all residents • New technology introduced to benefit existing residents • New street trees and buffer planting to improve air quality and reduce noise pollution • Large structural greenspace to provide an alternative destination to Ashridge beech woodlands, reducing visitor pressure on its special habitats • More new homes, offering a wider variety of housing types, including a high percentage of affordable housing <p>Negative impacts created</p> <ul style="list-style-type: none"> • An increase in population and jobs may cause
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			additional congestion, even with the proposed sustainable transport and new infrastructure to mitigate this impact.
On DBC as an organisation e.g. on staff or operations			<ul style="list-style-type: none"> • Development of the HGC Masterplan and Transformational Plan will require significant resources. The grant received from MHCLG's Garden Communities Programme will not fund all the posts and consultancy work required up to 22/23. As a result a considerable workload will need to be absorbed by DBC including involvement from members, senior management, planning, regeneration and housing, and other services. • New residents will require services from DBC as their local authority – a minimum of 5500 new homes will be provided within the borough • All of HGC – a minimum of 26,000 new residents - including new residents on SADC site allocations, will view Hemel Hempstead as their local town • The ownership of new green spaces and other community assets is not currently expected to be transferred to DBC, however this position may change through the Masterplan and as development comes forward • DBC existing assets such as neighbourhood centres, green spaces, sports and community facilities and the Nickey Line are expected to be enhanced as part of the works which may result in changes to management and maintenance requirements.
The specific demographic considerations or characteristics e.g. age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation - specify where impacts are different for different considerations			<p>Positive aspects enhanced</p> <ul style="list-style-type: none"> • Flexible and well-designed buildings and tenures will create the opportunity for lifetime homes, following Building for Life standards • Custom self-build opportunities will be provided enabling homes to be designed and built to meet their owners specific requirements • A Strategic Sites Design Guidance will set out the principles for residential and non-residential buildings addressing the inclusive design of buildings, streets and spaces to reflect the diversity of people using them • New infrastructure and community facilities will be compliant to the latest legislation and good practice.
The environment			Positive aspects enhanced

<p>e.g. effects on the climate, trees, amenity space, biodiversity, water, energy, waste, material use, air quality</p>		<ul style="list-style-type: none"> • Overall approach of HGC will be landscape led, with a hierarchy of green spaces from district parks to play spaces, community gardens for local food growing within easy reach of homes, and street trees • A significant new country park will be provided and a large quantum of public open space that can form a Suitable Alternative Natural Greenspace which is expected to reduce visitor pressure from existing and new residents on the beech woodlands at Ashridge and other special landscapes within the Chilterns Area of Outstanding Natural Beauty • Opportunities to improve routes for cyclists along the Nickey Line, a cycle quietway along Buncefield Land and Cherry Tree Lane, and a cycleway along A414 and A4147 • Opportunities to introduce sustainable and renewable energy sources across HGC, such as combined heat and power generation within planned neighbourhoods, and the use of solar and wind resources • Potential to explore a community energy project, where communities invest in green energy within their area to their financial benefit • Overall impact of the initiatives across the wider area is expected to contribute towards national targets for climate change mitigation • Design codes and guidance will ensure homes are energy efficient and future proofed against climate change • The types of jobs created in the Hertfordshire Innovation Quarter will be emerging 'green', low carbon, high technology sector encouraging more businesses to adopt environmental, technological and digital change • HGC's emphasis on design and innovation would facilitate new construction methods and sustainable systems into homes, community facilities and commercial premises to reduce the environmental effects of building life cycles, including the possibility of an offsite construction facility (primarily for modular housing) <p>Negative impacts created</p> <ul style="list-style-type: none"> • Loss of arable farming land, and associated hedges and trees • Development will extend Hemel Hempstead closer to the Chilterns Area of Outstanding Natural Beauty
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			<ul style="list-style-type: none"> • Removal of land from the green belt.
<p>Any community issues identified for this location, if the project is based in a specific area – state if this is not applicable e.g. if there are no specific issues for this location or if the project is district-wide</p>			<p>Residents and businesses in neighbourhoods adjacent to the proposed new communities may have issues with proposed adjacent development. These neighbourhoods will be targeted as part of the exhibition roadshows within the public consultation programme.</p>

<p>What evidence have you used to assess the impact on the community? What baselines have been established and what data will be used to monitor the impact?</p>
<p>The Hemel Garden Communities bid to MHCLG sets out the delivery expectations for</p> <ul style="list-style-type: none"> • Number of new homes • Types of homes and tenures • Number of new jobs • Area of employment space delivered • Area of retail/commercial space • Number of schools • Type and size of schools • Number of health and care facilities • Types and size of health and care facilities • Number of community facilities • Type and size of community facilities • Number of district and local centres • Area of green space • Country park, Sustainable Alternative Natural Greenspace, strategic open space • More local green space, pitches, noise bunds <p>HGC will also deliver</p> <ul style="list-style-type: none"> • Provision of upgraded utility services • Provision of new digital infrastructure including coverage within existing business, neighbourhood and residential services • Upgrade of existing neighbourhood centres within Hemel Hempstead • Delivery of major road infrastructure • New sustainable transport initiatives • CIL and s106 receipts <p>A Transformational Plan and Sustainable Transport Plan to be developed in 2019 will set a strategy and interventions to facilitate the integration of Hemel Garden Communities with Hemel Hempstead and the surrounding area, enabling both existing and future residents to benefit from the opportunities arising from growth. It will also identify metrics to be used in the ongoing monitoring of the impact of HGC.</p>

<p>What steps have you taken or plan to take to consult the whole community or specific groups affected by the service or policy development? E.g. on-line consultation, focus groups, consultation with representative groups?</p>
<p>A stakeholder workshop to inform the development of the Hemel Garden Communities Transformational Plan took place in February 2019</p> <p>A six week consultation on Hemel Garden Communities on the Masterplan and Transformational Plan is programmed to take place in 2019 including a roadshow exhibition to local communities</p> <p>Site specific consultation has taken place with Leverstock Green undertaken by the Crown Estate and St Albans City and District Council on adjacent site allocations.</p>

What steps have you taken or plan to take to consult the whole community or specific groups affected by the service or policy development? E.g. on-line consultation, focus groups, consultation with representative groups?
SADC undertook a six week consultation on their Regulation 19 Local Plan from 4/9/18-17/10/18
Consultation on DBC's Regulation 19 Local Plan is expected to take place in autumn 2019

3. Review –

How will you review the impact, positive or negative once the service or policy has been implemented?		
Action	By when	By who
Infrastructure Delivery Plan updates	Annually	DBC officers
KPI's	Annually	DBC officers
Annual monitoring report – sustainable development; strengthening economic prosperity; providing homes and community services; looking after the environment	Annually	DBC officers

Name of responsible officer:

Reviewed and signed off by: (relevant Group Manager)

Role:

Role:

Date:

Date:

Please email completed Community Impact Assessment to Isobel.benton-slim@dacorum.gov.uk to be published.



Hemel

Garden

Communities

Charter

January 2019





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The

Vision

Collaborating as a partnership Dacorum Borough Council, St. Albans City and District Council and The Crown Estate together with Hertfordshire County Council, the Hertfordshire Local Enterprise Partnership and the Hertfordshire Enviro-Tech Enterprise Zone are working to deliver a large scale housing-led mixed use development providing around 10,000 homes and 10,000 jobs. The partners are developing a strategic approach that ensures these homes, employment opportunities and new infrastructure is transformative to the town as a whole and the wider area.

The Hemel Garden Communities proposals fall roughly equally between land in both the Borough of Dacorum and the St Albans District. The proposals in their entirety represent a major strategic urban extension to Hemel Hempstead and need to be thoroughly considered and tested by both DBC and SACDC as the respective Local Planning Authorities in their emerging Local Plans.

The 9 placemaking principles that define this shared vision are set out in this Charter. They have been developed to articulate the Councils' ambition for the Garden Communities, based on the Town and County Planning Association (TCPA) Garden City Principles and NPPF Garden Town principles but adapted for the specific context of Hemel Hempstead and the wider area.

The Charter is divided into the following three key themes under which the placemaking principles sit. Together they set out new ways of living in, planning and financing suburbs that meet the pressing issues of development at the periphery of towns in the 21st Century.

1. Place and Design

The Hemel Garden Communities will take advantage of new and emerging technologies, and respond to the pressing issues of social inclusion, climate change and economic growth.

2. Engagement

Garden Communities – their planning, promotion and development – will be led by the Councils in partnership with existing and new communities, public agencies and the private sector

3. Delivery

The timely delivery of homes and appropriate infrastructure will build communities, support high quality placemaking and secure a long term legacy of a sustainable, inclusive and unique environment in Hemel Hempstead.



The location of the new Garden Communities presents an exceptional opportunity. A combination of excellent access to infrastructure, jobs and the countryside provide the raw materials for creating a remarkable place. Along with its strategic position within the UK, Enterprize Zone status and employment opportunities, the design of Hemel Hempstead as a Mark One New Town presents an opportunity to further develop the legacy of creating innovative new settlements.

In summary, the guiding principles for development are set out on the following page.

The principles set out in the charter will inform the development of a detailed Hemel Garden Communities Masterplan SPD which will be formally approved by the local authorities, and an Strategic Sites Design Guidance SPD

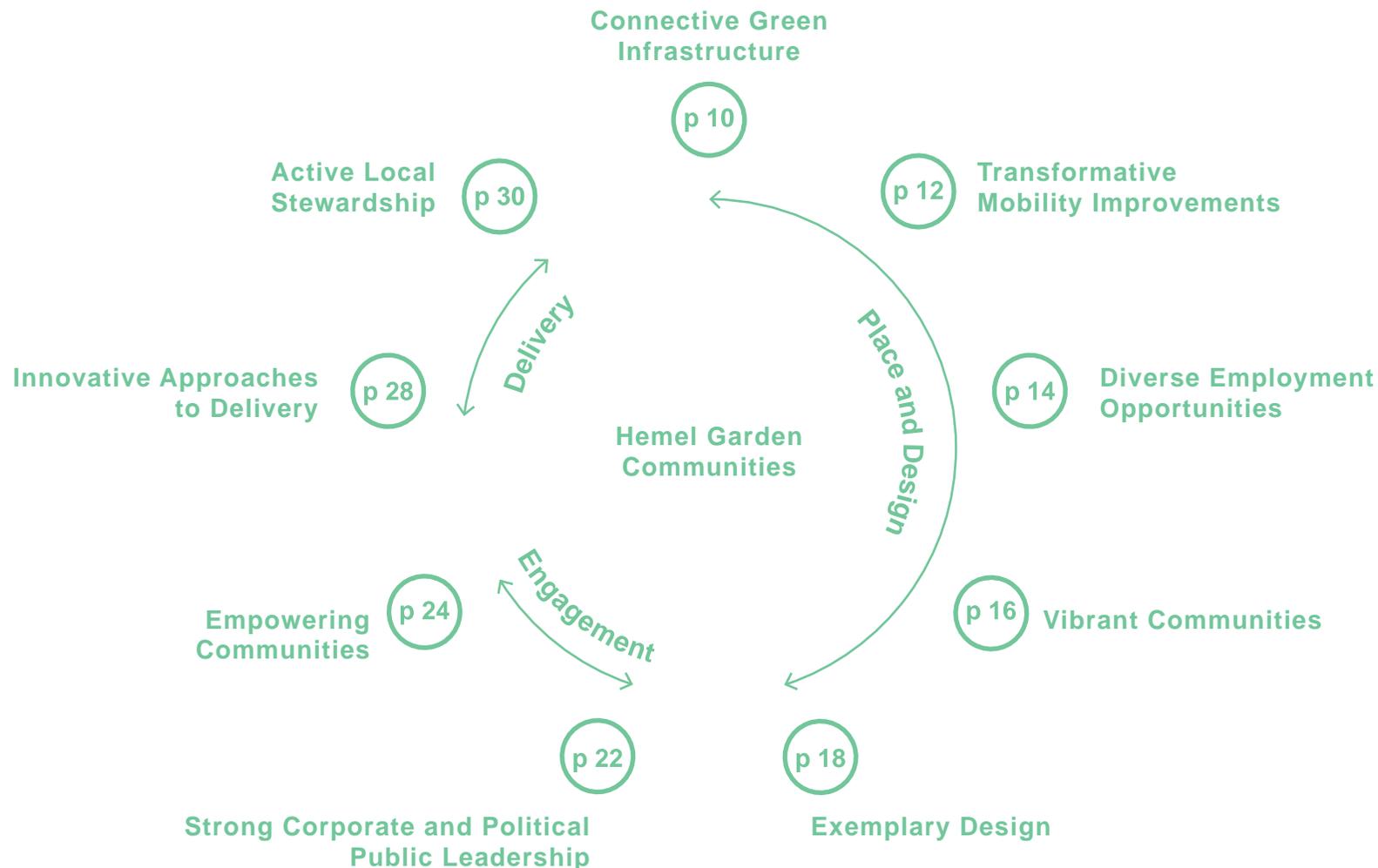
A Transformational Plan for the town as a whole will be prepared that integrates existing and emerging plans into a coherent strategy. The principles for this Transformational Plan are set out in the final section of this document.

Reflecting the collaborative work required to deliver this strategic growth, these projects are being jointly produced between Dacorum Borough Council and St Albans City and District Council, and are informed by the South West Herts Joint Strategic Plan which will deliver sub-regional coordination of infrastructure.



Fig 1: Extent of Hemel Garden Communities

Hemel Garden Communities will take the best of the New Town heritage into the 21st century with over 10,000 homes and 10,000 jobs and Hertfordshire Enviro-Tech Enterprise Zone at its heart.



Principle 1 – Connective Green Infrastructure

The unique character of the Garden Communities will be drawn from their rural surroundings. They will provide distinctive new open green landscapes that are integrated with the existing green fabric of the new town, giving public access to a diverse natural environment.

Principle 2 – Transformative Mobility Improvements

The Garden Communities will be planned around a step change in integrated and sustainable transport system in the town, which will use new technologies to put walking, cycling and public transit systems at the heart of Hemel Garden Communities.

Principle 3 – Diverse Employment Opportunities

Fostering the growth of businesses, both existing and new, and nurturing new sectors through the enterprise zone will create a variety of quality jobs close to new places to live. In turn, the employment areas will support improved transport connectivity and a mix of uses that brings life and vitality to the residential areas.

Principle 4 – Vibrant Communities

Garden Communities will provide the range of facilities and mix of uses that support people in their everyday needs and throughout their lifetime. Accommodating for a diversity of lifestyles will ensure that communities form strong ties that will create a supportive and inclusive place, and enhance existing town centres.

Principle 5 – Exemplary Design

High quality design of architecture, landscape and the public realm will be promoted, protecting and enhancing existing local assets to create distinctive, sustainable places.

Principle 6 - Strong Corporate and Political Public Leadership

SADC and DBC will collaborate to provide clear vision and leadership for the Garden Communities and their resolve to deliver their long term success. Central to this will be a commitment to high quality placemaking, timely infrastructure delivery, and achieving a steady pace of housing and employment delivery.

Principle 7 - Empowering Communities

The Garden Communities are a locally-led initiative, and their development will be shaped through engaging existing communities and emerging new communities; residents will be empowered to help shape the future of Hemel Garden Communities.

Principle 8 Innovative Approaches to Delivery

Hemel Garden Communities will be planned to remove barriers to development and deliver homes, jobs and critical community and social infrastructure at the earliest opportunity. A genuine pro-active partnership approach will be taken between the public and private sectors, ensuring decisions are taken democratically with the long term interests and financial sustainability of the Garden Communities in mind.

Principle 9 - Active Local Stewardship

The Garden Communities will be developed and managed in perpetuity with the direct involvement of their residents and businesses; residents will be directly engaged in the long-term management and stewardship, fostering a shared sense of ownership and identity.



Place

and

Design

Principle 1 – Connective Green Infrastructure

Landscape Led Design

Garden communities present a unique opportunity to provide the services and community of urban life within proximity to large scale green landscapes. Hemel Hempstead New Town was planned with this in mind, creating large parks and woodlands within close proximity to residential areas. The new Garden Communities will develop this further, planned around new green landscapes of varying scales and different functions that will be the distinctive characteristic of the town as a whole. These spaces will bring multiple benefits for residents' physical and mental health.

The natural variation in topography and landscape will form the character areas of the new Garden Communities, and the existing landscape of valleys and fields will shape the pattern of new development. Buildings will sensitively respond to context creating new key land marks and vistas whilst protecting sensitive views. Consolidated land ownership allows for early planting to ensure these design approaches are successful.

Green Infrastructure Network

The Garden Communities will deliver distinctive green infrastructure whilst enhancing the quality and recreational value of the towns existing green fingers. A Country Park will draw visitors from across the area as well as creating a distinctive character in the urban areas that surround it. The Nickey Line along the route of Sustrans national cycle route 57 will become a distinctive green corridor with the potential to create links to the Heartwood Forest along the route to Redbourn and Harpenden, allowing continuous cycling and walking routes through to key destinations in the wider town, such as the town centre, Hemel Hempstead railway station and the Grand Union Canal.

Together with the Nickey Line a new Quietway and cycling routes continuous with the existing green fabric of Hemel Hempstead will provide sustainable and attractive alternative commuting routes connecting to the town centre and the Maylands Business Park.

Continuity of green space will enhance biodiversity through supporting existing habitats such as the woodland copses and hedgerows that make up the

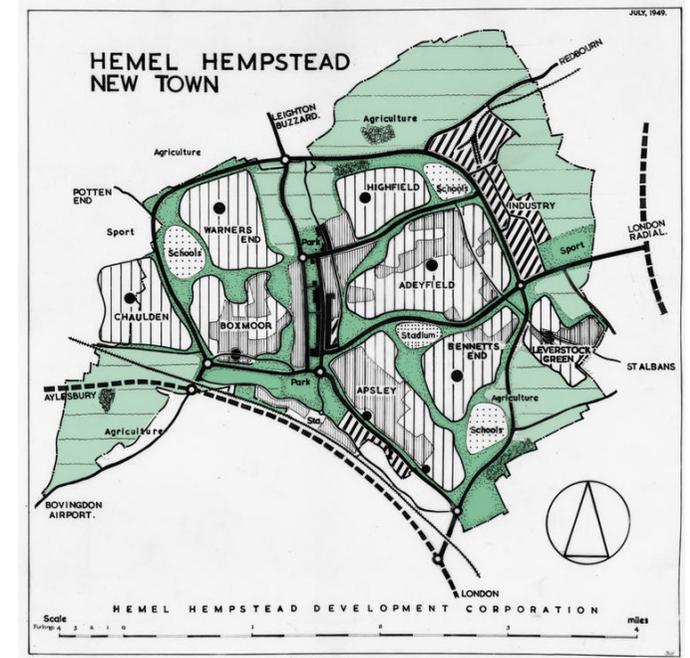


Fig 2 : Green infrastructure s the basis for Jellicoe's original plan for Hemel Hempstead New Town



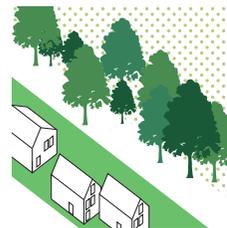
Commuting Routes



Leisure



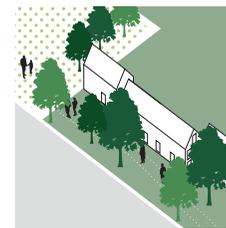
Conservation



Green Buffers



Water management



Green streets and spaces

Fig 3: Provision of green infrastructure in Garden Communities

natural landscape of Hemel Garden Communities. The development will provide gardens and allotments that will promote local food production.

The Chilterns Area of Outstanding Natural Beauty (AONB) is a significant natural asset to the local area, and the development will protect this through ensuring development and the activity this will bring does not encroach on its southern edge which forms the northern extent of the site. Taking landform, views and landscape into account, the new development will ensure the setting of the AONB is maintained. Reflecting the context of this development within wider cumulative impacts on the Chilterns AONB, additional landscaping will be required to screen sensitive views from the AONB. A permanent green buffer is also required to Reconn village.

Air Quality

The network of Green Infrastructure will span the entire area of the Hemel Garden Communities. Overall it will support healthy living and clean air, and opportunities will be taken to use green infrastructure to address air quality issues at key locations. This approach will be reinforced through promoting opportunities for non-car based travel using an integrated and sustainable transport strategy.

Further guidance to be developed:

- Air quality guidance
- Joint DBC/ SADC Green Infrastructure Strategy



Fig 4: Continuity of green infrastructure in Hemel Hempstead

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Principle 2 – Transformative Mobility Improvements

A forward thinking transport strategy that plans from the outset for the scale of development proposed – 10,000 homes and 10,000 jobs – is fundamental to achieving the vision for the Hemel Garden Communities as a transformative extension of Hemel Hempstead. The overarching objective is to rebalance the transport network in Hemel Hempstead towards sustainable modes and to improve connectivity.

For the Hemel Garden Communities, this means:

- Planning and building the new communities in a way that reduces the need to travel as often or as far
- Providing a greater choice of alternatives to private cars and making walking, cycling and public transport convenient and attractive
- Installation of facilities to support the uptake of cleaner and more efficient vehicles and technologies

Hemel Garden Communities is an opportunity to transform existing transport networks and services and in doing so integrate the new communities with the town as a whole. Shorter trips and trips between nearby urban centres will be the focus for investment.

A Sustainable Transport Plan will be developed for Hemel Hempstead including the Hemel Garden Communities. This will establish an ambitious and achievable target for a proportion of trips by walking, cycling and public transport.

Compact Development

Compact, mixed development is key to reducing the frequency and length of trips, increasing the attractiveness of walking and cycling, and enabling better public transport services.

This will be translated into masterplanning principles through:

- Ensuring the density, mix and size of neighborhoods support a suitable range of services within walking distance
- Take account of existing residential areas in determining the appropriate location and catchment of new services, and identify key walking and cycling routes
- Clustering of commercial, recreational and leisure facilities around public transport routes
- Dedicated cycle lanes along routes across the town and improved junctions and crossings
- Role of Green Fingers as movement corridors will be enhanced
- Hubs for interchange between public transport and cycle facilities

Neighbourhoods and employment space will be planned to ensure that all residents and employees are within a 5min (400m) walk of public transport. Local hubs and more densely populated areas will be planned to enable a higher frequency of public transport, supported

with suitable infrastructure, such as bus stops and interchanges, real-time information and bus priority. The local authorities will work with bus operators to secure the desired bus service levels from the outset.

Active Streets

Comprehensive planning of large scale development can improve public health and quality of life. Active travel will be encouraged through the scale and mix of neighbourhoods, and through the design of places that are attractive and safe for walking and cycling. The masterplan will establish a hierarchy of streets that balance the need to accommodate vehicles with the need to create healthy, sociable places.

Clean Transport

The local authorities will ensure the new development can have a catalytic impact on clean and sustainable transport across the town and its surroundings. The scale of development planned can accelerate the delivery of infrastructure enabling lower emission buses and cars, thus having a transformative impact on pollution levels across the town.

Electric vehicle charging points will be positioned at publicly accessible locations and at off street residential parking areas to promote electric car use.

Strategic Transport Infrastructure

The approach set out above will require the strategic delivery of infrastructure that can alter existing habits and embed new behaviours from the outset. The Councils and Hertfordshire County Council will

therefore work with key agencies such as transport providers, Highways England, the Department for Transport (DfT) and the Minister for Housing, Communities and Local Government (MHCLG) to help meet this ambition.

An Opportunity for New Approaches

With mobility as a national and regional priority, Hemel Garden Communities and the Enviro-Tech Enterprise Zone will be a leading area for new mobility solutions to be developed, tested, built and commercialised.

Moving away from a suburban model reliant on private cars towards shared transport can be assisted through new technologies. Demand responsive transit is particularly suited to the Garden Communities context and will be explored as an opportunity to radically change the pattern and viability of public transport.

Masterplans will promote Car Clubs and car sharing through temporary parking zones and pick up/drop off points.

The masterplan will be future proofed through ensuring key corridors build in flexibility and demonstrating how parking spaces could be adapted over time.

Key Infrastructure Projects

Convenient access to the railway stations serving the West Coast Main Line will be delivered through creation of a sustainable transport corridor between Maylands, the town centre and Hemel Hempstead station along the A414, including bus priority, cycleways and better crossings. This corridor will also transform sustainable

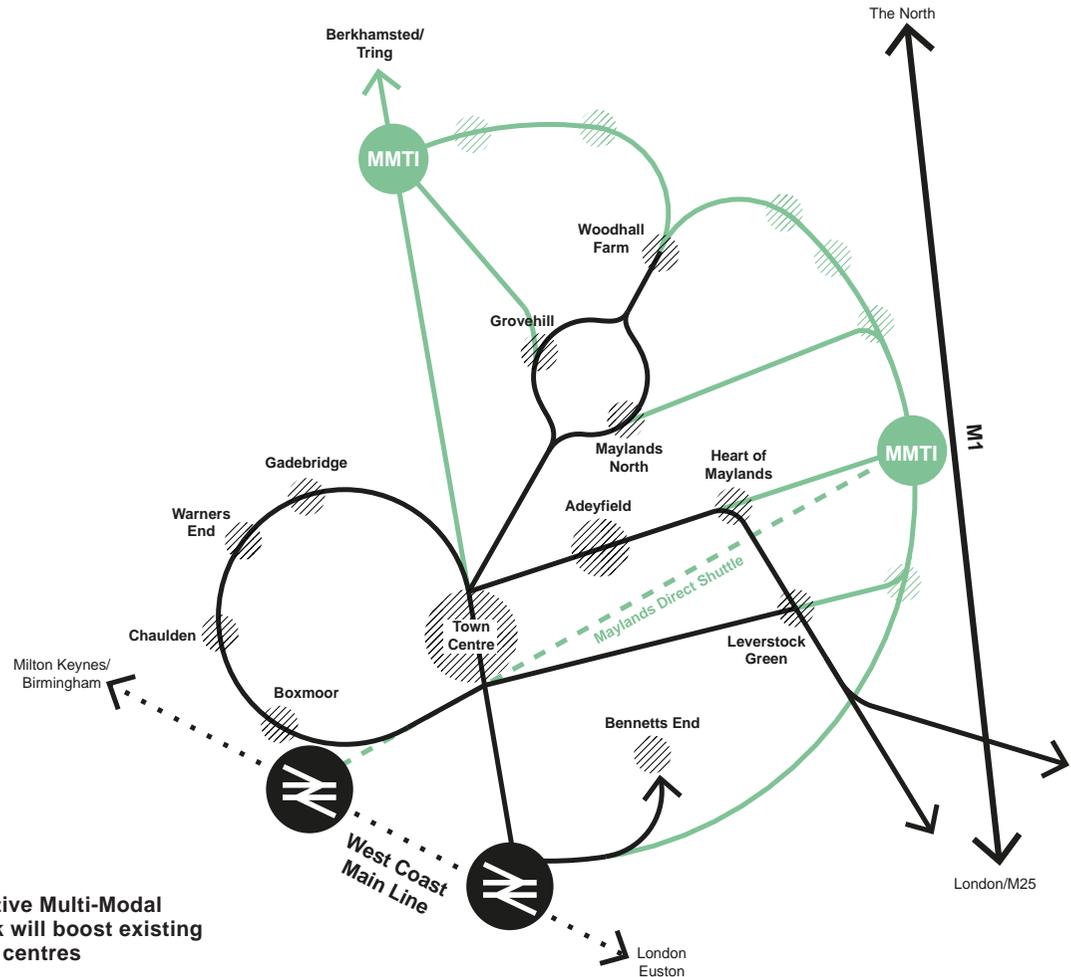


Fig 5: Transformative Multi-Modal Transport Network will boost existing network and town centres

transport options for existing communities in Hemel Hempstead.

As well as new and improved access to the M1, a new connection running from the Redbourn Road to the Leighton Buzzard Road will support and complement changes to the A414 such as a priority bus route. These projects are crucial to the success of community integration and connectivity.

The requirement for a new Multi Modal Transport Interchange in East Hemel Hempstead set out in

SADC’s Local Plan will be a critical early step in rebalancing transport in the area away from private car use. It will be a key node in a wider network that provides efficient interchange between coaches, buses, bikes, car club, and other vehicular transport to serve the residents of the Garden Communities and town.

Further guidance to be developed:

- Multi-Modal Transport Interchange and Public Transport links Feasibility Study
- Sustainable Transport Plan

Principle 3 – Diverse Employment Opportunities

Locational Opportunity

The Garden Communities will exploit its strategic position within the UK (fig 6) to help establish the Hertfordshire Enviro-Tech Enterprise Zone, with its clustering of businesses that specialise in technology for the built and green environments in conjunction with existing and nearby world-class institutions, Rothamsted Research and the Building Research Establishment (BRE) (fig 7). The Enterprise Zone already benefits from its location close to the key employment area of the Maylands Business Park.

With its focus on the built and green environment and the digital technologies fuelling the evolution of these sectors, the Enterprise Zone will contribute to national and regional industrial strategy priorities of clean growth and artificial intelligence.

Fostering Specialisms

The development of sustainable, technologically advanced Garden Communities will be a test-bed for the companies and institutions that make up the Enviro-Tech Enterprise Zone. Sustainability is a core value of Hemel Garden Communities and the Enviro-Tech Enterprise Zone, and the large scale development will create a market for new approaches to construction. Alongside the construction of the Multi-Modal Transport Interchange, travel across Hemel Hempstead and the Maylands Business Park will be transformed through sustainable mobility solutions, which will be enabled by the outstanding digital connectivity adopted across the area.

Smart technology and the Garden Communities' environmental credentials will act as a key branding strategy, encouraging Enviro-Tech business to cluster in the area. A new Logistics Park will provide innovative and intelligent services to support the transportation of goods and future-proof the growth of internet shopping and deliveries. It will make smarter and more sustainable deliveries to the customer.

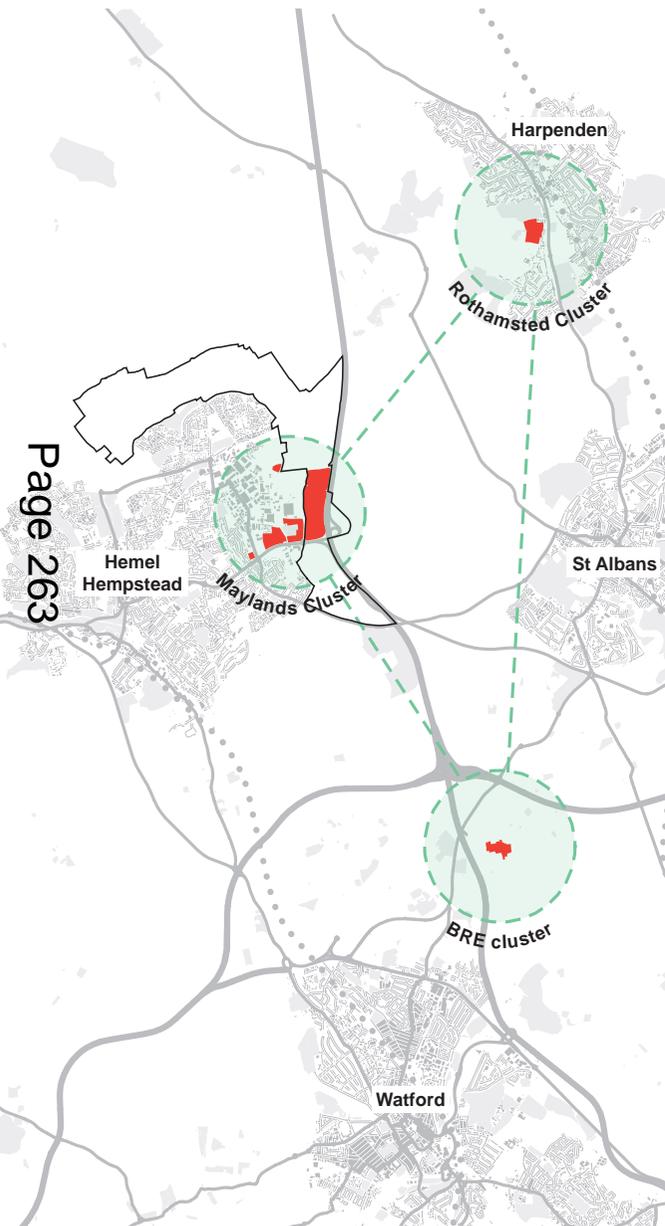
New Ways Of Working

The employment area will meet the contemporary expectations of employees and businesses, for example creating the mix of local retail, cafes and restaurants, gyms, co-working spaces and quality public realm that fosters links between businesses and innovation.

Beyond the employment area that forms the core of the Enterprise Zone, the Garden Communities will contain a mix of uses that together provide the conditions for diversity, vibrancy and social cohesion. Jobs will also



Fig 6: Hemel Garden Communities in regional context



be created in schools, retail, health and leisure alongside more opportunities to work from home. Incorporating smart technologies and digital connectivity will promote working from home.

Employment floor space will seek to be affordable, flexible and attractive. Outside of the EZ, employment space will also be located alongside and interwoven with residential and other land uses, providing space for small businesses in the local centres. Local centres can also provide flexible workspaces and meeting rooms that facilitate small businesses based within resident's homes.

Fig 7: Enterprise Zone sites

Further guidance to be developed:

- Enterprise and Investment Strategy
- Maylands Masterplan update



Principle 4 – Vibrant Communities

Complementary Centres

Walkable neighbourhoods will be the building blocks of the Garden Communities (Fig 8). Existing and new centres will form a sustainable, connected hierarchy of complementary centres providing a mix of homes, jobs and services, set within attractive and green environments, and activated streets; creating the conditions for residents to socialise, enjoy cultural facilities and lead healthy lifestyles. The catchments for these centres would be at least 5,000 people within walking distance for a typical, sustainable neighbourhood.

District centres will form the main centre of the Garden Communities, containing the greatest levels of development density, employment opportunities, retail provision and community facilities. Local centres will contain a smaller range of local services whilst street corners may provide the smallest scale of local retail or cafés.

Community Facilities

Education, leisure, sports, health, religious and cultural facilities need to cater for the needs of residents, especially young people and the elderly. Where possible these facilities will be delivered in combination or in clusters, ensuring they become the focus of the communities around them and a place where a diverse group of people can meet throughout the day. They will play a key role in the urban design of the Garden Communities, taking prominent positions within a generous public realm.

Providing A Diversity Of Homes

Varied character areas will ensure a mix of dwelling sizes, tenures and types, including provision for self and custom-built homes, lifetime homes and genuinely affordable and starter homes, will provide great homes for people at all stages of life. Smaller sites for development will be made available to encourage diversity in design. This will respond to local needs which will change over time and also include opportunities for gypsy and traveller sites.

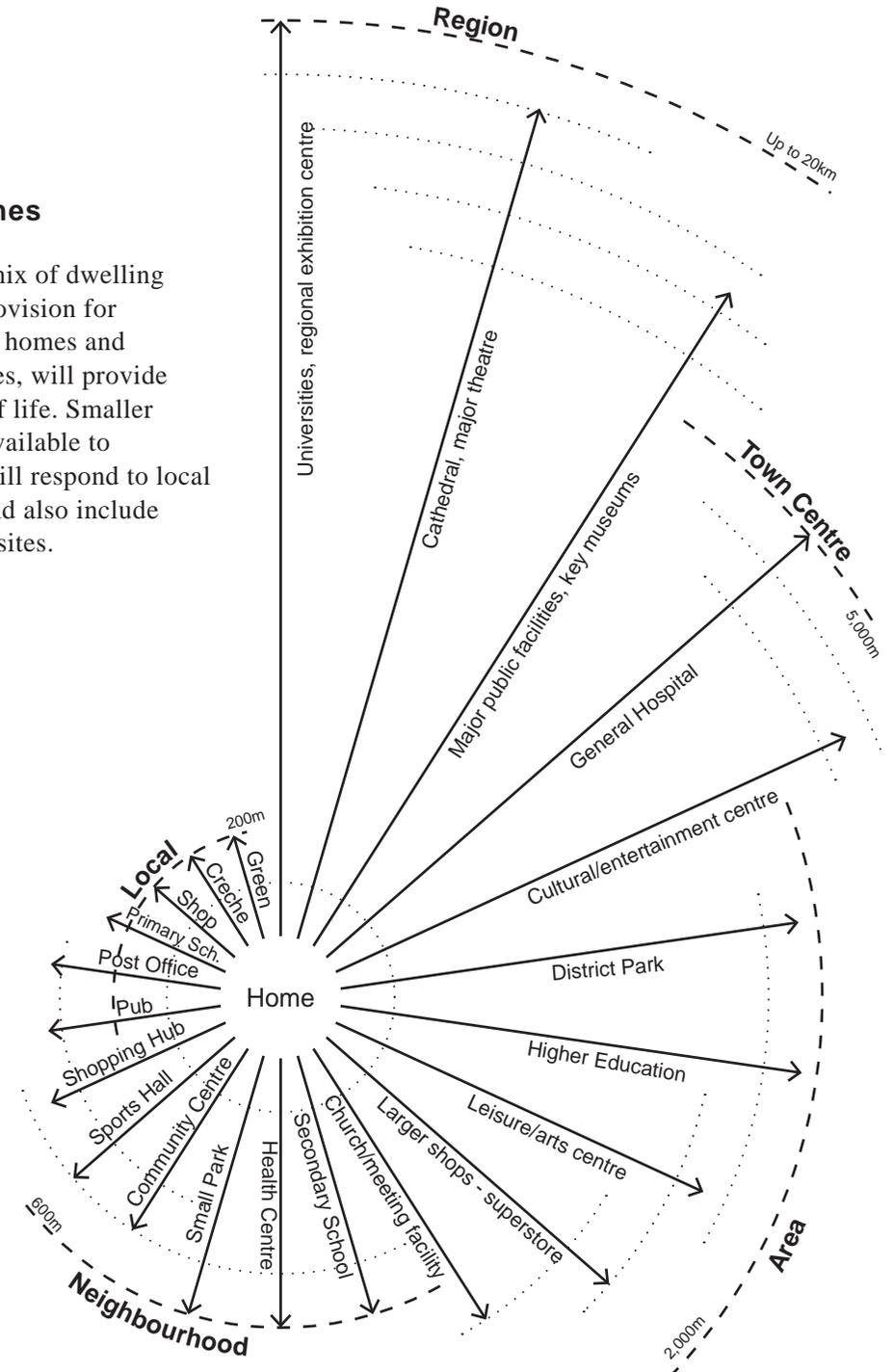


Fig 8: Scales of services in Hemel Garden Communities



The masterplan for Hemel Garden Communities will identify a location and target for self and/or custom build dwelling plots for each phase, subject to ongoing review, with serviced land provided. The promoter shall demonstrate the measures being taken and the support given to:

- Individual self-build/custom build housing
- Group and community led housing projects
- Developer led custom build

Affordable housing will comprise a 40% of the overall total of new homes to be provided, and will be subject to ongoing review by the Local Planning Authorities

through the Local Plan process. The masterplan will set out the expectations and requirement for the provision of this affordable housing in a range of tenures, products and types.

Of critical importance will be the creation of a Community Management Organisation which will:

- ensure long term stewardship and management of community assets
- help establish community cohesion in the new development areas
- seek to integrate new and existing residents of Hemel Hempstead
- establish community led housing and public realm projects
- ensure a long term available funding mechanism to maintain the quality of the Garden Communities
- help foster community participation and ownership in shaping and maintaining great places

Further guidance to be developed:

- South-West Herts SHMA

Principle 5 – Exemplary Design

The Quality Of Places

Covering such a large area, the Garden Communities will vary significantly in their character. This variation will come from a particular response to topography, historic field patterns and to the urban or rural conditions that form the boundary of the new development. Densities will vary significantly reflecting the district and neighbourhood centres and along strategic public transport corridors. These differences will be reflected in coherent groupings of buildings and form the urban structure of the Garden Communities. Street types and building types will vary to create neighbourhoods of distinct character.

Where new development meets existing communities, particularly the neighbourhoods of Grovehill, Woodhall Farm and Leverstock Green, it should enmesh with the adjacent urban fabric through a continuous open street network, creating permeability for walking and cycling, providing mutually beneficial services and boosting the capacity of the existing public transport network. Unique spatial qualities will be created around the large landscape elements: new Country Parks; around permanent green buffers between the development and Redbourn village; where school playing fields form the boundary of developments; and land identified for Suitable Alternative Natural Greenspaces (SANGS) adjacent to the AONB.

Whilst the character will vary, the principles of creating good places will be consistently applied. Streets will be designed so that buildings are outward facing to provide good surveillance and enclose substantial areas of green space that can provide for communal courtyards, good

sized gardens, recreation, wildlife and food growing. Streets will be continuous and avoid dead-ends, encouraging walking and cycling and contributing to the civic quality of the spaces between buildings.

The Quality Of Buildings

Building orientation and form will create high quality internal and external space, providing good levels of daylighting into living spaces, and will be dual aspect in most instances. Buildings will be designed with adaptability in mind meeting Building for Life standards. Every new home will be designed to guarantee increased air-tightness, super-efficient insulation and the best possible use of natural ventilation. Together, these measures will ensure the health and wellbeing of residents, particularly as the climate changes in the future

Flexibility of buildings is essential to creating a lasting, vibrant community. Intelligent design will allow people to stay in their homes as their circumstances change and support the flexible working patterns and studying that will reduce commuting and ensure the Garden Communities are occupied during the day. At the planning application stage designers will be expected to indicate on submitted plans how dwelling types facilitate flexible use, such as alternative furniture arrangements and adequate space to accommodate working from home.

With sustainability as a core value to the Enviro-tech Enterprise Zone, design and delivery of all commercial areas will be to the highest possible level of sustainability, across all buildings, infrastructure

and public realm. Working with EZ partners such as the BRE, exemplar buildings showcasing new approaches to building construction and maintenance will be encouraged to set the benchmark for the Garden Communities as a whole.

Maintaining Design Quality

Given the scale of new development, a consistent approach to achieving design quality will be maintained through policy and design review. A Strategic Sites Design Guidance SPD is being produced to set the standard for new development. It will form the basis for multiple design codes developed for successive phases of development to ensure variation in the architecture and landscaping across the site, to reflect changing economic, social and environmental conditions, and to take advantage of technological advances.

Alongside the council's in-house design expertise Expert Design Review and Community Design Review will ensure proposals are scrutinised throughout the design process, and the novation of architects through architect retention clauses will be encouraged.

Resource Efficiency

A development on this scale presents opportunities to shorten the circular economies of the use, recovery and reuse of building materials, heat, energy and food at a large scale. The masterplan for the Garden Communities and each successive phase will achieve BREEAM Communities Excellent and Outstanding where possible, creating a place that is good for the environment, its residents and to become a desirable place to live and work.

The authorities will champion the use of design that incorporates energy generation and design. Applicants will be required to demonstrate adaptability for future innovations in energy generation and conservation. Smart apps relating to energy use and waste management and making use of fiber optic broadband will be encouraged.

The occupancy patterns associated with the mix of uses within the Garden Communities presents opportunities for combined heat and power at the neighbourhood scale, and is identified as a District Heating Opportunity Area. The feasibility of a comprehensive heat network will be fully explored at the earliest opportunity through heat mapping, energy masterplanning and techno-economic feasibility work. The outcomes of this work will provide the critical parameters for delivering viable heat networks across the site, such as density and urban form. It is also necessary to ensure all new infrastructure is designed and of a specification that considers future capacity to conserve and re-use heat within the development.

There is also a unique opportunity for larger decentralised energy schemes to come forward in the Enterprise Zone which will be key to delivering zero carbon emissions from energy used in buildings across the site. Applicants will be required to demonstrate measures that are consistent with national targets related to climate change mitigation and adaptation in a Sustainability Statement. A target for on-site renewable energy production will be set through an Energy Strategy.

Multi utility service accessible corridors will be used



where possible increase efficiency and reduce costs. Consideration will be given to the use of multi-utility service companies (MUSCOs) to manage and co-ordinate energy and other infrastructure services for the benefit of the community.

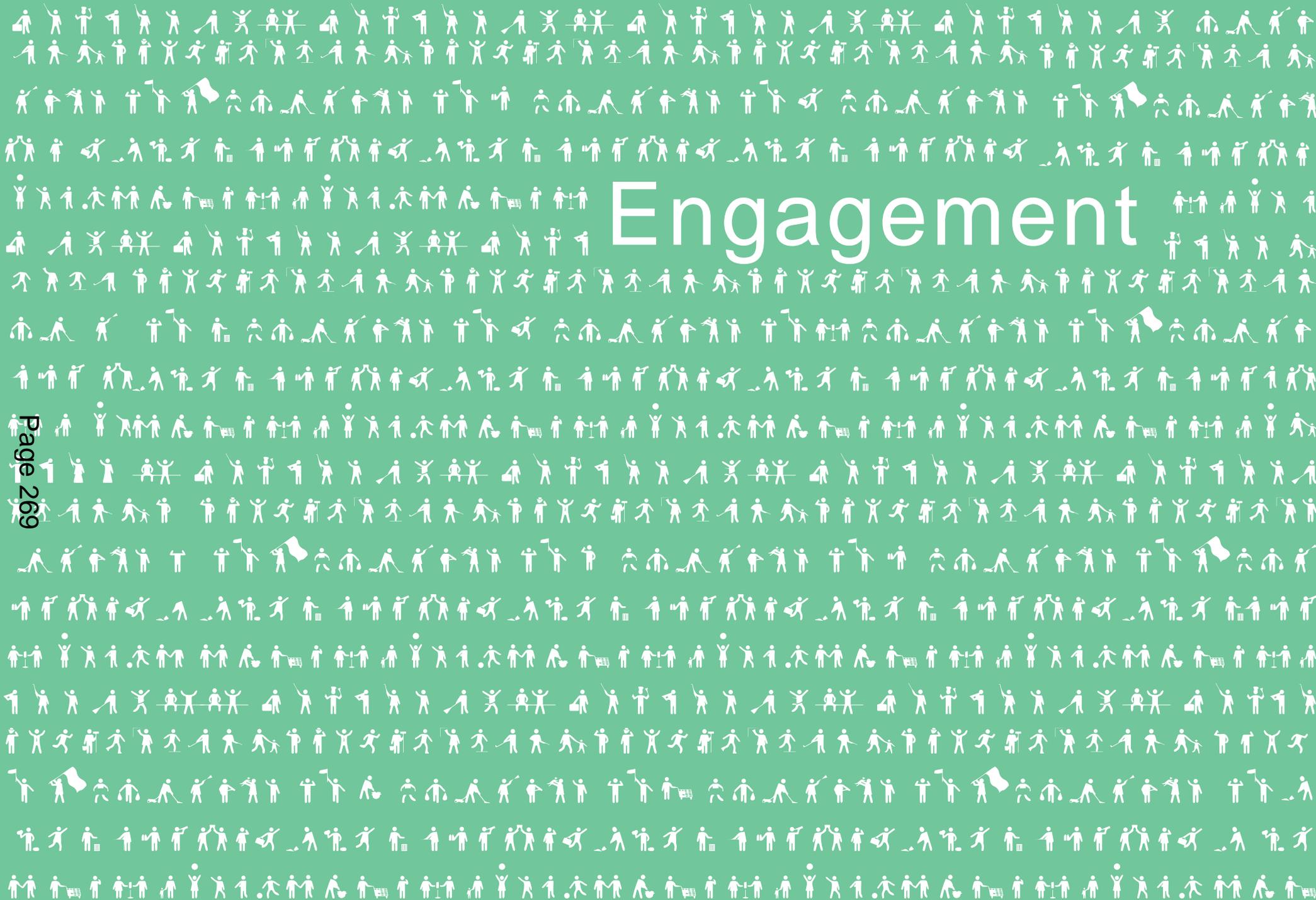
New facilities for commercial and domestic waste will utilise the most advanced technologies, encouraging recycling to become culturally engrained as the Garden Communities develop, and allowing organic waste to be treated and re-used within the Garden Communities.

An integrated approach to water management will be adopted, underpinned by the principles of reducing demand through water efficiency in homes, community buildings, work places and landscape. Rainwater harvesting will be incorporated into the design of all residential properties and the masterplan as a whole to reduce waste of this precious resource. Surface water storage and attenuation, bio-filtration cleaning and reuse

will be delivered as well as exploring the potential for grey water (non-potable) networks. This on-site water strategy will be integrated with the green infrastructure network.

Further guidance to be developed:

- Strategic Sites Design Guide
- Design Codes
- Landscape and Visual Impact Assessment
- Habitats Regulations Assessment
- Energy Strategy
- Flood Risk Assessment
- Heat Network Feasibility Study



Engagement

Principle 6 - Strong Corporate and Political Public Leadership

Strong Corporate and Political Leadership and Vision

The project will be led by the two local councils, in close partnership with Hertfordshire Local Enterprise Partnership Hertfordshire County Council, the Hertfordshire Enviro-Tech Enterprise Zone board plus Landowners. Dacorum Borough Council and St Albans City and District Council are also jointly producing the South West Herts Joint Strategic Plan with neighbouring LPAs, ensuring the development is consistent with the wider strategic objectives of the region. Strong, transparent political support will drive the project forward over several local plan periods and political cycles.

The delivery of this ambitious vision of the Garden Communities and wider transformation of the town will require a positive and active approach by both the public and private sectors. The brief for the Hemel Garden Communities Masterplan SPD will be agreed upon by the Stakeholder Steering Group and Hemel Garden Communities Board, and subsequently a masterplan will be produced by consultants appointed by the Crown Estate.

Alongside this, a Transformational Plan for Hemel Hempstead will be commissioned by the Hemel Garden Communities Board to ensure the masterplan has a broad social, economic and environmental impact across the town and surrounding areas.

Robust and clear governance arrangements will be put in place to lead and steer the delivery of the Hemel Garden Communities and its ongoing management to

ensure the quality of the environment is maintained. A board will be formed from Council Members from DBC and SADC to provide a single decision making body that can progress the project in a coherent manner. This board will engage directly with Landowners through a Stakeholder Steering Group to ensure that the scale of development and supporting infrastructure is central to the formulation of proposals for the site.

Taking The Long Term View

The councils and the principal landowner (The Crown Estate) will take a long term strategic view of development to ensure that the vision and ambitions for the Garden Communities are delivered. This will require forward thinking and planning, and not being limited to the current plan-making timescales, but looking to the longer term.

A Commitment To High Quality Place And Infrastructure

The Garden Communities will place the Councils' commitment to high quality place-making, masterplanning and timely infrastructure delivery at the heart of the development, and a central tenet of all governance and delivery mechanisms created to bring forward the new communities. Where standards relating to the provision of infrastructure differ between SADC and DBC, a locally specific standard will be set.

Design Review will be employed across all stages of design to implementation to ensure the highest level of design scrutiny.

Further guidance to be developed:

- Hemel Garden Communities Masterplan SPD
- Transformational Plan

Hemel Garden Communities Board

To oversee the delivery of Hemel Garden Communities

Membership:

- DBC - Chief Officer and Lead Councillor
- SADC - Chief Officer/Senior Manager and Lead Councillor
- HCC - Chief Officer and Lead Councillor
- Senior representative from health and wellbeing sector
- Senior representative from business community
- Senior representative from skills and education sector
- Senior representative from sustainability sector
- The Crown Estate

Stakeholder Steering Group

To advise and steer the Hemel Garden Communities project

Membership:

- Council officers from SADC, DBC and HCC
- Crown Estate Homes England and other landowners
- Statutory consultees
- Community representatives
- Consultants and technical advisors
- LEP
- Hertfordshire Enterprize Zone

Medium - Long Term Governance

Hemel Economic Development Board

To support the expansion of Maylands Business Park and development of existing businesses

Membership:

- Maylands Partnership
- Enterprize Zone Board
- Place Ambassadors
- BRE
- LEP
- The Crown Estate

Hemel Garden Communities Housing and Infrastructure Delivery Board

To manage housing and infrastructure delivery

Membership:

- Local Authorities
- Hertfordshire County Council
- Statutory consultees
- Developers
- Landowners
- LEP

Hemel Garden Communities Community Engagement Forum

To facilitate community engagement

Membership:

- Community Engagement Officer
- Community members
- Ward Councillors
- Community Design Review Panel
- Community Stakeholders
- Residents
- The Crown Estate

Principle 7 - Empowering Communities

Engaging The Community Throughout

The Garden Communities will be developed from a locally-led vision, and ongoing and meaningful public and stakeholder participation through the Local Plan process and beyond. Extensive public consultation has already been established, next steps in this process will seek views on an appropriate governance structure for the Garden Communities. This will set in place the channels through which stakeholders and communities can feel directly involved in the shaping of the development.

Community engagement will form a key part of developing a masterplan for each phase of the Garden Communities and individual planning applications, utilising the extensive knowledge and views of the existing and new communities to help shape and refine proposals. Exhibitions and other forms of community engagement events will be held locally as the plans for the Garden Communities are progressed. The full range of infrastructure required to deliver the Garden Communities will be identified at the start of the project.

Reflecting the transformational potential for the town as a whole, existing communities will be given the opportunity to define how they want to engage with the design, development and management of the Garden Communities.



Community Design Review Panel

A design review panel will be formed from members of the wider community to ensure the community has the potential to affect the design and implementation of the project in a substantial way. Once the panel is formed the members will benefit from training to ensure that they can engage fully with the design process, understand the constraints and ambition of the project and be able to have an influence on the type of place the Garden Communities will become.

The role of this panel within the wider scrutiny proposals are given through the planning application process is to:

- Bring a strong understanding of Hemel Hempstead and surrounding areas, the way it works, its history and its inhabitants and businesses
- provide positive advice from a community perspective on proposals for development and change
- advise on the needs of existing and new residential and business communities

New Forms of Engagement

A strategy will be developed to ensure the spectrum of consultees is appropriate to the wide ranging and long term nature of the Garden Communities development. This will include the further development of online consultation to ensure that communities are kept up to date at all times. The online consultation will be utilised in two stages, firstly to receive feedback on the current issues and valued qualities of the area, and secondly to receive specific feedback on the emerging masterplan and as the application is prepared.

Further guidance to be developed:

- Public Consultation Strategy and Governance
- Community Design Review Panel Structure
- Communication Strategy



Delivery

Principle 8 - Innovative Approaches To Delivery

Working With Other Agencies And Partners

Innovative approaches to delivering services will be explored through extensive engagement with other agencies to ensure that social infrastructure is secured in an efficient, timely and cost effective manner. To this end, robust viability appraisals will be produced and agreed upon between landowners, developers and Local Authorities at the outset and at each subsequent phase to ensure clarity and the timely delivery of homes and infrastructure. The Hemel Garden Communities Housing and Infrastructure Delivery Board will coordinate the development.

An Innovative Approach To Delivery

A funding arrangement will be established that reflects a partnership approach between the public and private sectors ensuring that a fair proportion of the uplift in land value that would be created by a grant of planning permission for Hemel Garden Communities will be captured to create:

- Early investment in the full range of key infrastructure.
- A sustainable strategy for the long term stewardship and management of the town.
- Investment in local assets that can provide a sustainable funding stream for the community facilities and those areas of the public realm that will be managed, in the future by a Community Management Organisation.
- An investment in sustainable development.



- Spaces and facilities designed with long term management and maintenance in mind.

Alongside the private sector, the public sector will directly invest in the funding and delivery process, helping to facilitate the timely and coordinated provision of infrastructure and services, and achieve the level of development ambition set out in this Charter.

The active involvement of the public sector in supporting the delivery of the Garden Communities will be rewarded not just by the creation of great places for the residents of Hemel Garden Communities to live and work in, but also by requiring a greater share of the increase in land value created through the allocation of the site to be reinvested in infrastructural improvements, placemaking and ongoing maintenance set out in this charter and the SADC and DBC Local Plans.

Local Delivery Vehicles

Where it is necessary, the Local Authorities will directly invest in the funding and delivery process including through the use of Compulsory Purchase Orders. In these cases, one or more Local Delivery Vehicles (LDV) will be established as the body responsible for delivering development through Joint Venture Companies. This will ensure democratic accountability and funding in perpetuity to manage and maintain the Garden Communities.

Phasing The Delivery Of Homes and Jobs

Over the next 20 to 35 years, the LPAs and their partners will provide new homes and jobs at a pace that fits the requirements of the wider area throughout the

main build out period of Hemel Garden Communities. A phased programme strategy will be developed to maximise the amount of development and opportunities for smaller sites to come forward. The scale and distribution of the new communities combined with innovative delivery mechanisms provide the opportunity to create variation in the types and tenures of new homes and diversity in who provides them.

Early phases of development will include:

- Key infrastructure, such as new primary and secondary schools and not disadvantage early residents or place existing pressure on existing local facilities, this will include the provision of new community facilities.
- A Multi-Mode Transport Interchange in East Hemel Hempstead and bus priority route to the town centre and rail station
- A new link road from M1 Junction 8 to Green Lane/ Boundary Way
- Utilisation of off-site manufacturing including off-site construction/modular housing facility as set out in the SADC Draft Local Plan, supporting the addition of an off-site manufacturing facility within Maylands and accelerating the delivery of homes.
- A new link road to the north of Hemel Hempstead, improved junction on the M1 and improvements of Breakspear Roundabout.

- Advanced landscaping, planting and habitat creation for later phases, particularly for prominent locations visible from Chilterns AONB and to reduce noise from the motorway.

Economies Of Scale

A number of section 106 legal agreements will be negotiated with the developer as an integral part of a planning permission to ensure investment in key infrastructure is made at appropriate stages of the construction of the Garden Communities.

Shared Benefits

Existing nearby communities will have the potential to access and benefit from the new community facilities provided. Where it is appropriate or necessary for existing services to be shared with new local communities these are likely to be enhanced, however this will be decided after detailed local consultation and made clear as part of the planning process.

Further guidance to be developed:

- Infrastructure Delivery Plan

Principle 9 - Active Local Stewardship

Community Assets

The Garden Communities will be developed over many years, but from the outset will be planned to create the conditions needed to place people, community, identity and belonging at the heart of successful and healthy place making. The long term maintenance of appropriate infrastructure is also critical for high quality place making.

The development of community assets such as parks, allotments, community centres, other forms of communal space, schools, local centres and opportunities for formal and passive recreation will form guiding principles of the development.

Provision For Long Term Stewardship and Social Sustainability

A Community Management Organisation, which would include a Community Land Trust will be set up and funded to maintain and develop community assets over the long term with a network of volunteers. It must be a viable business model that ensures Hemel Garden Communities has an empowered, self-reliant community that can manage its own key assets. These assets could include properties, open spaces or renewable energy infrastructure.

The Organisation must be capable of generating a sustainable income from some of its assets so as to balance its budget and support a thriving local community. The CMO model would also expect a small annual service charge to be levied on each household and each commercial occupier. This spreads the funding

base and incentivises residents and employers to be involved in the CMO so they can see how their money is spent. Its remit might include:

- Provision and maintenance of parks and other open space.
- Maintain and develop a property portfolio of community assets.
- Generate revenue streams from community assets.
- Reinvest income for the benefit of the community.
- Advance public education, especially environmental awareness.
- Promote health and well-being.
- Provide facilities for leisure and recreation.
- Organise community based events.





Transformational



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Plan



Transforming the Town

The purpose of the Transformational Plan is to articulate a common vision for Hemel Hempstead and its surroundings, and in particular define the ways in which large scale urban development in the town will have a wider transformative impact.

Large scale development and regeneration presents the opportunity to bring significant improvements to social, economic and ecological conditions in and around Hemel Hempstead. Specifically, the Transformational Plan will deliver:

- A step change in use of public transport and relief to traffic congestion in the town and surrounding area
- A more integrated and accessible network of green spaces that deliver ecosystem services
- A connected network of high quality public realm
- A town resilient to a changing climate and the need for energy and resource efficiency
- Thriving commercial activity across the town, attracting investment from businesses, particularly from the Enviro-tech sectors
- Enable healthy lifestyles and develop a workforce with the right skills including and emphasis on quality jobs

The projects that will deliver these transformations build upon the particular opportunities that Hemel Hempstead presents. Whilst the regeneration will inevitably be shaped by changing conditions beyond the extent of DBC and SADC, how the town responds will be shaped by its specific constraints and opportunities.

Local Context

The Transformational Plan builds upon the economic assets within the town and its region.

In particular this focusses on ensuring local specialisms align to the national industrial objectives. It also takes account of the urban context and potential for new development. Opportunities for transformation are presented by the access to infrastructure the town already benefits from, and the scope to upgrade this infrastructure. These development opportunities must not only balance, but also enhance the relationship between development and the natural environment.

The guiding principles for the transformation of the town are set out on the following pages. Each principle defines a high level objective, which will be achieved through the individual projects set out in the Transformational Plan.

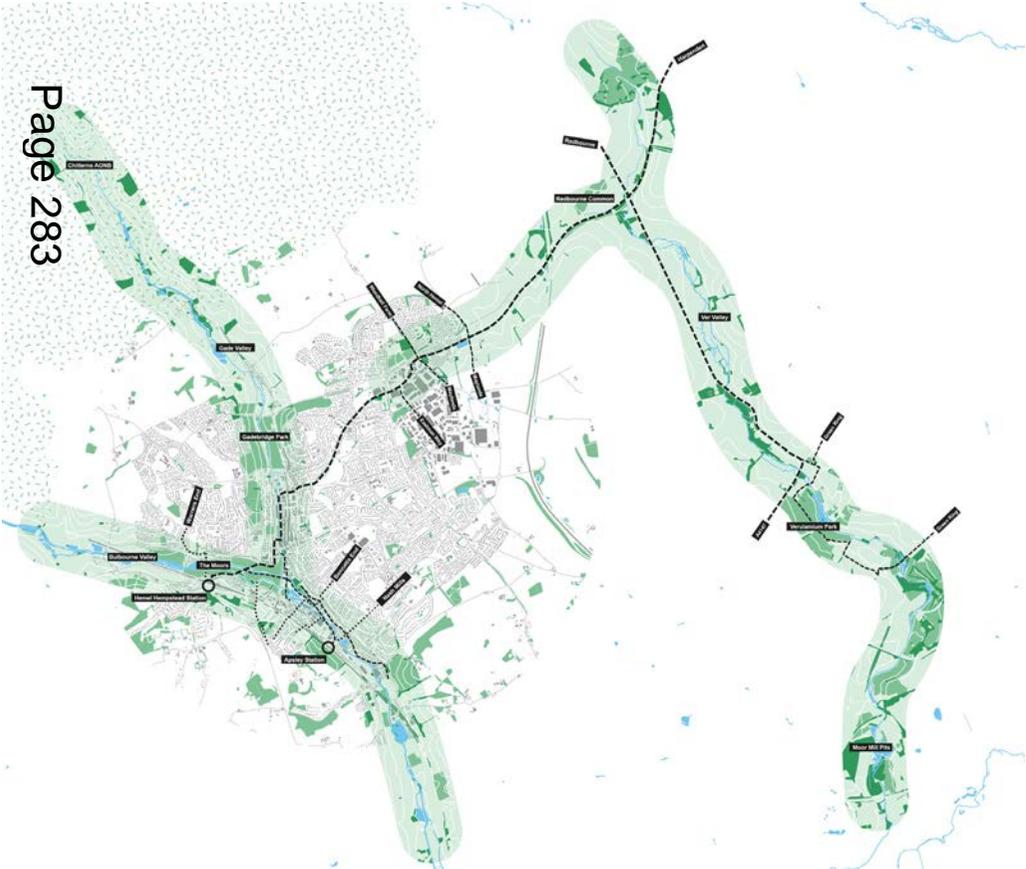
The Transformational Plan will be developed alongside the Hemel Garden Communities Masterplan, ensuring existing and emerging plans and strategies are aligned to the masterplan and the overall objectives for the town as a whole. It will also ensure a consistent approach across local authority boundaries including, but not limited to:

- Strategic Infrastructure Delivery Plan
- Green Infrastructure Plan
- Sustainable Transport Plan
- Employment Study
- Retail Study
- Leisure Study

Guiding Principles

River Valleys

At the confluence of two rivers, valleys create the landscape character of the town. Whilst they present challenges in overcoming severance, they also offer an opportunity to create continuous and attractive movement corridors that connect the town to the rare landscapes along the valley edges in the surrounding countryside.



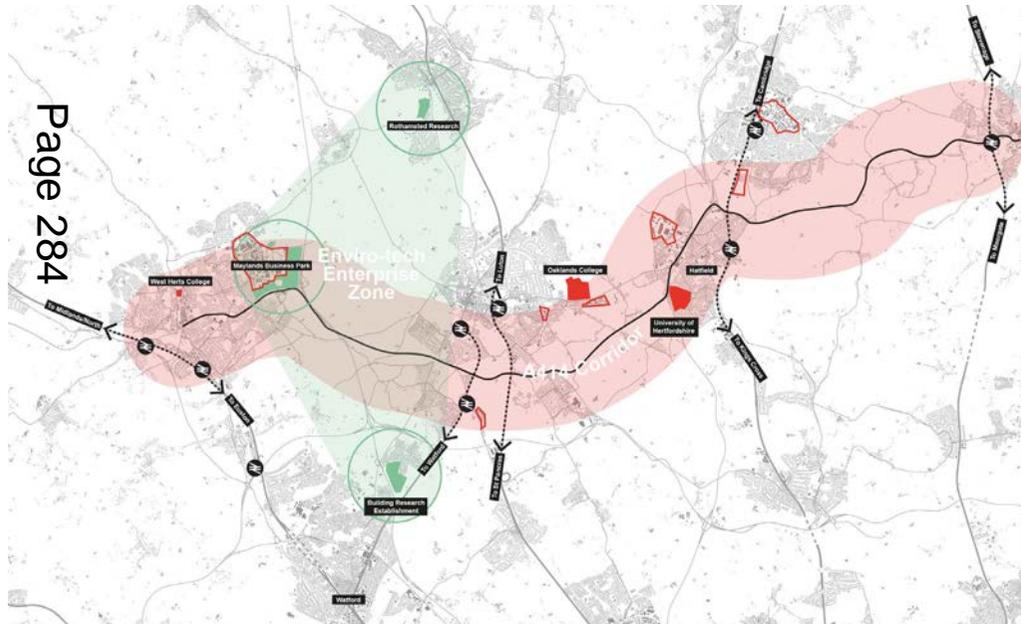
Integrated Core

Removing vehicular traffic from the town centre via a new link road creates the space and conditions for improved pedestrian, cycle and public transport connections.



Links Between Business And Education

Access to strategic infrastructure and connections to major centres of employment and training should be maximised in order to exploit the assets of the wider region.



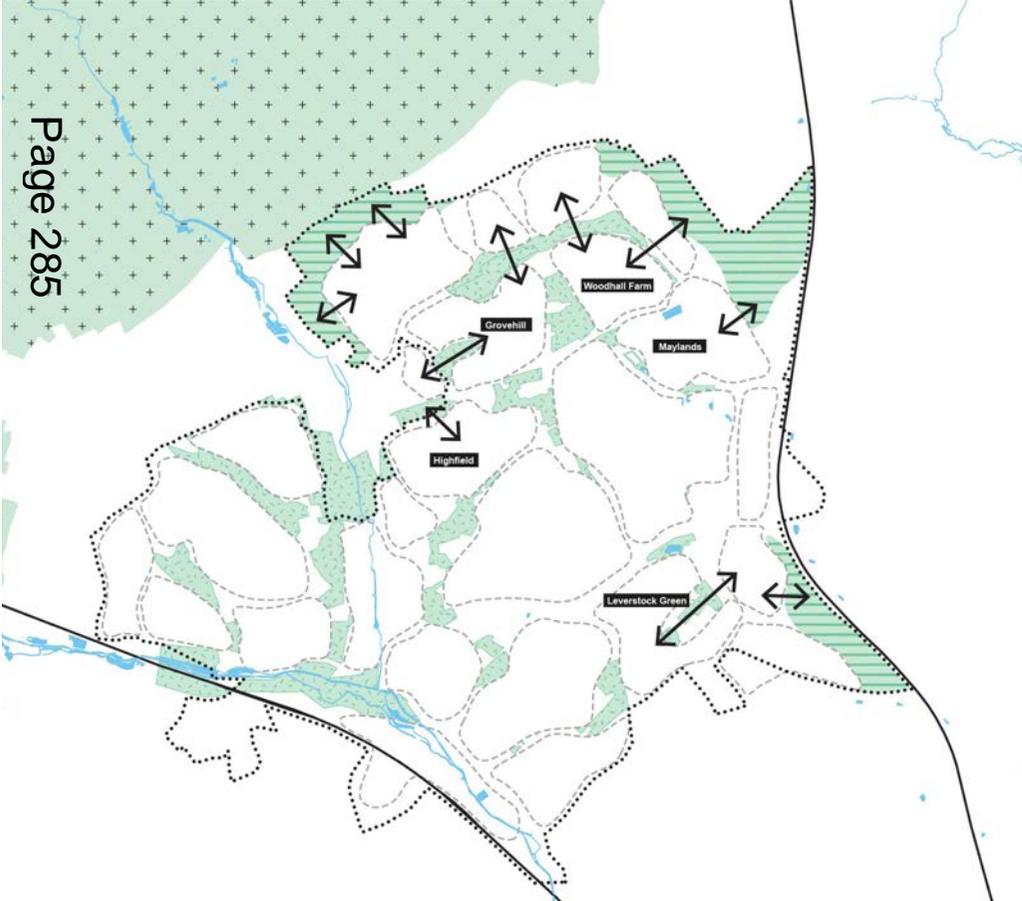
Create Communities

The topography of areas of new development are an opportunity to create places with distinctive character. In addition to spatial variety, new community facilities and social infrastructure should create new, socially mixed communities.



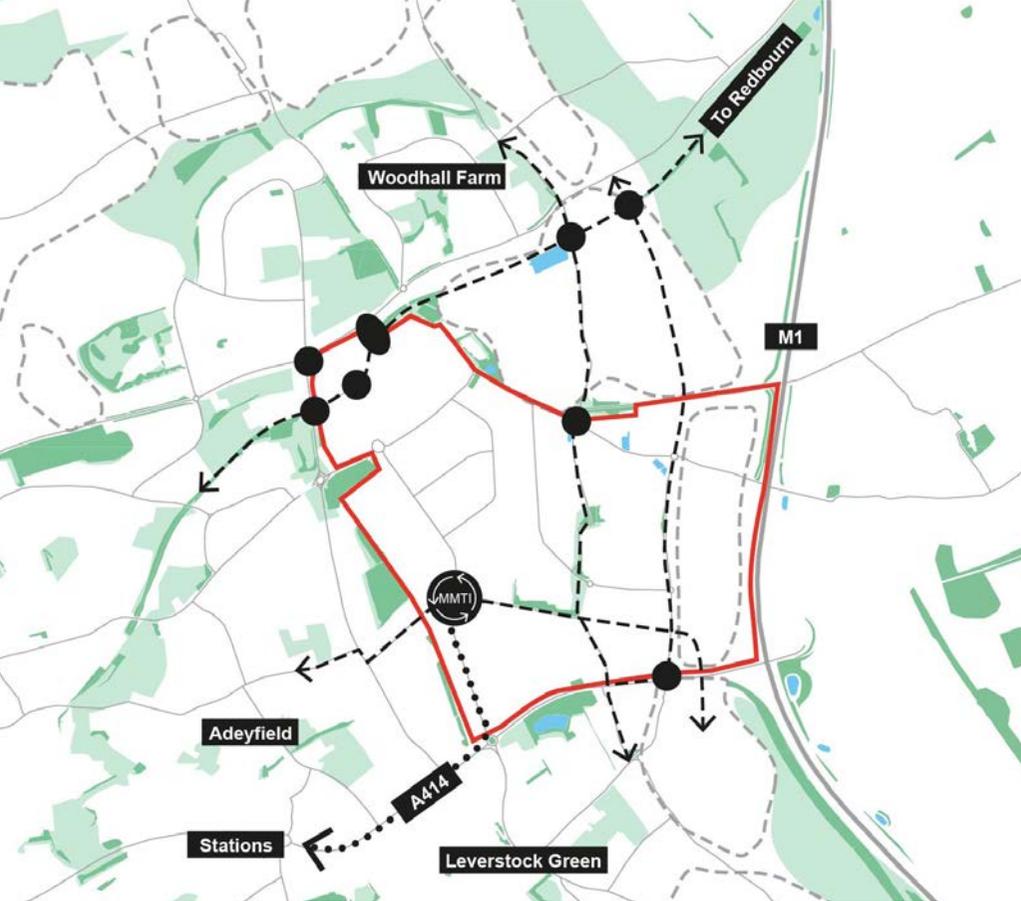
Green Spaces That Encourage Use

Existing and new green spaces should be programmed to ensure that they attract users and become spaces that bring Hemel Hempstead's communities together. They are also a unique opportunity to encourage use of the countryside surrounding Hemel Hempstead.



Modernise Maylands

The large employment area is an opportunity to guarantee growth is balanced. Ensuring that Maylands continues to provide quality jobs requires interventions to attract new Enviro-tech business, improve connectivity and remove the congestion that stifles its current operation.



Conclusion

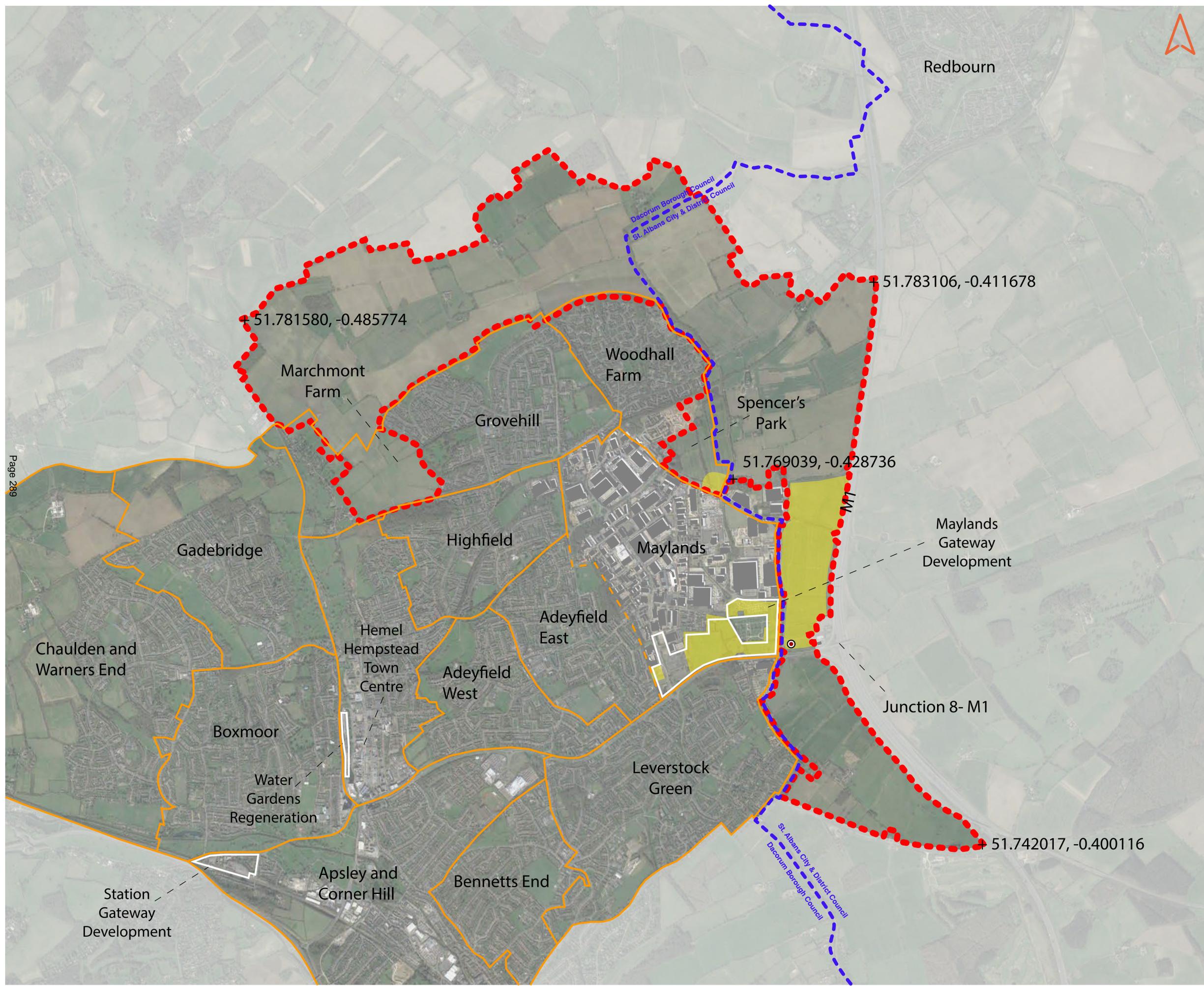
The creation of the Hemel Garden Communities provides the opportunity to provide a significant number of new homes, jobs and community infrastructure whilst also using the development momentum to act as a catalyst to achieve the transformation of Hemel Hempstead as a whole.

The Garden Communities will be led by the nine development principles contained in this Charter. These will guide both development plan policies in Dacorum and St Albans and the determination of planning applications. These Local Plan policies and South West Herts Strategic Plan policies read in conjunction with this Charter, will set out the essential requirements to create high quality Garden Communities with a distinct sense of place.

Critical to the success of the Garden Communities is the long term holistic planning for infrastructure and management of community assets, open spaces and the public realm. This will be ensured by the creation of a financially self supporting Community Management Organisation which will evolve into a community run body.

It is not often that new development is of a scale where it can bring with it a package of benefits which can deliver material gains to a town as a whole. However, the Hemel Garden Communities offers a once in a generation opportunity to also have a transformational impact on Hemel Hempstead and surrounding area.





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- MMTI
- Enterprise Zone
- Potential Development Area
- - - LPA Boundary

HGC Location Plan

Draft Strategic Memorandum of Understanding:

High level strategic cross-boundary approach to Hemel Garden Communities

DRAFT

June 2019

This is a Memorandum of Understanding between the following authorities:

Dacorum Borough Council
St. Albans City and District Council
Hertfordshire County Council

1. Background

1.1. Hemel Garden Communities (“HGC”), a proposed development area of around 11,000 homes and 10,000 jobs, is located on the eastern and northern edge of Hemel Hempstead, and divided roughly equally between the administrative area of St. Albans City and District Council (“SADC”) and Dacorum Borough Council (“DBC”) who are the Local Planning Authorities. It is also wholly within the administrative area of Hertfordshire County Council (“HCC”).

1.2. In November 2018 a Hemel Garden Communities bid was submitted. In March 2019, the Government awarded the ‘Garden Town’ status to Hemel Garden Communities. The bid was submitted by the three authorities, Hertfordshire LEP, Herts Innovation Quarter (the Hertfordshire Enviro-Tech Enterprise Zone) and The Crown Estate.

1.3. The HGC area as a whole is shown on a map in Appendix 1.

2. Purpose, Scope and Nature

2.1 This MoU is prepared in accordance with the legal Duty to Cooperate, but is not in itself intended to address soundness concerns raised by any of the parties to the emerging Development Plans for St. Albans City and District Council (SADC) Dacorum Borough Council (DBC) and Hertfordshire County Council (HCC).

2.2 In the event that there is an inconsistency between the provisions of this MoU and the constitutional and governance requirements of any of the Parties, the latter will prevail.

2.3 The Parties will seek respective approvals for the arrangements and responsibilities contained within this MoU where necessary in accordance with their constitutional arrangements and to such Member clearance processes as are required.

2.4 Hemel Hempstead Garden Town (HHGT) Mission Statement

The transformation from New Town to Garden Town by Dacorum Borough Council, supported by its partners, will improve overall self-sufficiency and sustainable movement between key destinations, facilitating a mix of high tech new jobs within Hertfordshire Innovation Quarter and well-balanced healthy communities anchored by the HGC extension.

2.5 Hemel Garden Communities (HGC) Mission Statement

Hemel Garden Communities will take the best of the New Town heritage into the 21st century with over 10,000 homes and 10,000 jobs, and Hertfordshire Innovation Quarter at its heart.

2.6 Purpose

Collaborating as a partnership Dacorum Borough Council, St. Albans City and District Council and landowners together with Hertfordshire County Council, the Hertfordshire Local Enterprise Partnership and the Hertfordshire Enviro-Tech Enterprise Zone are working to deliver a large scale housing-led mixed use development, embracing Garden Town Principles¹.

3. Approach to Hemel Garden Communities

3.1. The Parties identified will cooperate on the delivery of HGC to ensure consistency with the National Planning Policy Framework (“NPPF”) policies, particularly:

- Paragraph 72, planning for large scale development
- Paragraph 49, presumption in favour of sustainable development
- Paragraph 110; delivers development that promotes sustainable transport giving priority to pedestrian and cyclists.

3.2 Decision making is taken in the context of the statutory Development Plan(s) (both existing and emerging) and all other material considerations. This includes national policy, guidance and emerging statutory Development Plans. It also includes future work and studies including a Charter, HGC Strategic Masterplan (SPD), Hemel Hempstead Transformational Plan (SPD) and Joint Strategic Sites Design Guide (SPD). The process for adopting these future studies as Supplementary Planning Documents will ultimately be defined by the emerging Local Plans and will be a matter for SADC and DBC to consider in due course.

3.3 A strong and effective partnership between the Parties is important at both officer and Member level. Therefore, a clear and agreed Project Plan will be required to help guide the Authorities.

4. Approach to Masterplanning Hemel Garden Community phases

4.1 The SADC draft Local Plan, emerging DBC Local Plan, HGC Charter, HGC Vision, HGC High Level Masterplan and Hemel Hempstead Transformational Plan will set the expectations for shaping development within HGC. The phases must fit within the wider Hemel Hempstead Garden Town context so must be guided by the place and be designed in accordance with this strategic fit.

4.2 The Hemel Hempstead Transformational Plan (SPD) will identify infrastructural and environmental opportunities for improvements which achieves Garden City principles , including encouraging and achieving behavioural change by encouraging walking, cycling and use of public transport as part of new place making. This will be achieved by primarily strengthening grey, green and blue connectivity the built and natural

¹ <https://www.tcpa.org.uk/garden-city-principles>

environment of Hemel Hempstead, its accompanying infrastructure/connections, and helping to integrate HGC with the wider town and identifying community focused leisure and social requirements.

4.3 Key projects will be identified to support this transformation. Examples of such improvements could include enhanced sustainability measures, new/enhanced green infrastructure, public realm improvements, new foot/cycle paths and new/enhanced public transport corridors linking key destinations with new communities. The Applicants will be expected to help deliver or contribute to some of these improvements where appropriate.

5. Approach to Planning Performance Agreements (PPAs)

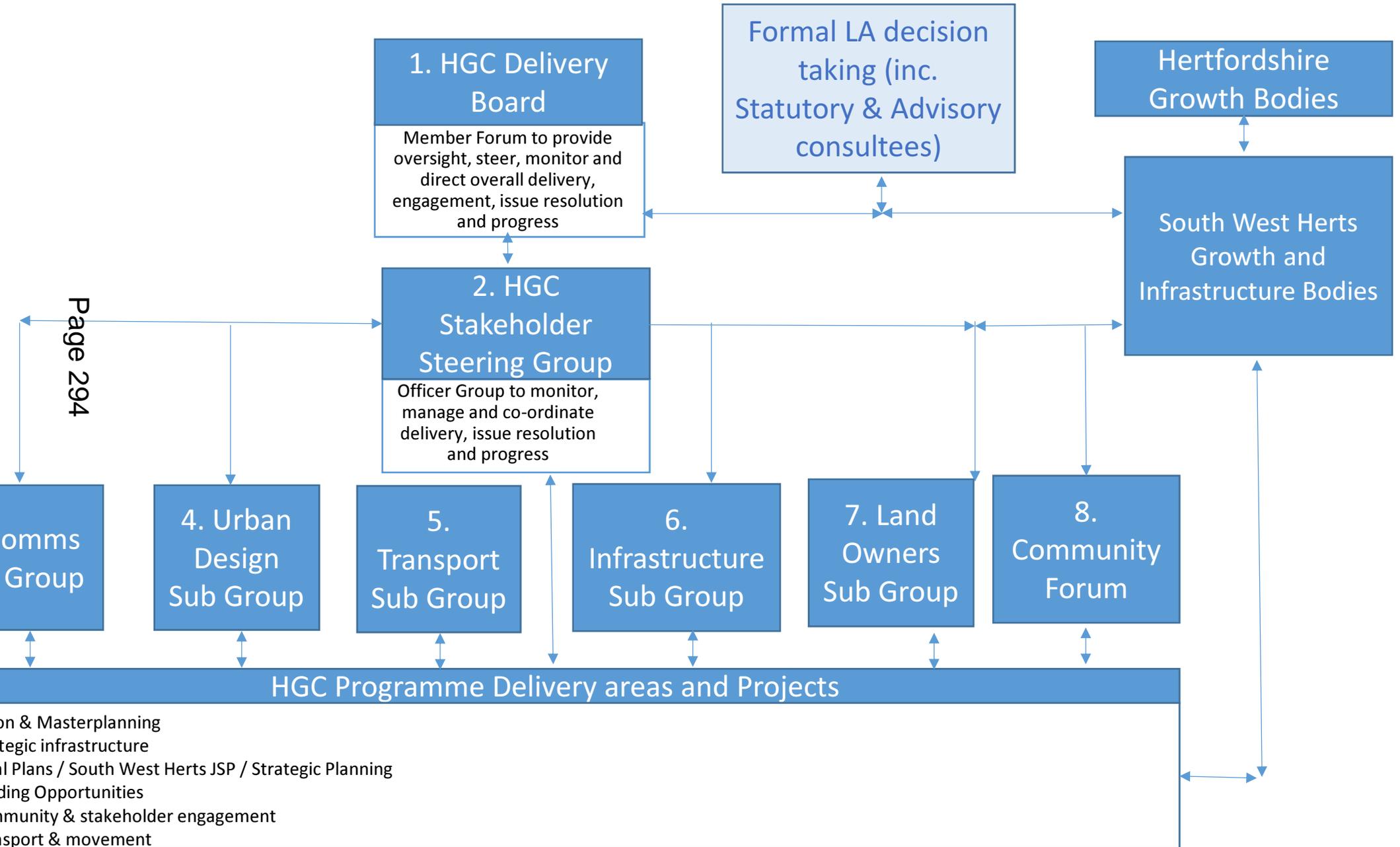
5.1 The Parties will work jointly and co-operatively with the Applicants in accordance with joint PPAs and any other agreed terms for that engagement.

5.2 Joint PPAs will identify an agreed programme of actions, timescales, consultation requirements and charging arrangements. Advice provided before the formal start date of the PPA is still relevant and should be recognised outside of the scope of a formal pre-application process and agreed charging arrangement.

6. Governance

6.1 The Parties will agree the Governance structure, Terms of Reference and review this MOU at the first Delivery Board meeting. An indicative structure (based loosely on arrangements for other Garden Communities) is at Appendix 2.

Indicative Hemel Garden Communities (HGC) Governance Arrangements – July 2019



HGC STRATEGIC PROJECT PLAN

1. Purpose

The collaborative partnership of Dacorum Borough Council, St. Albans City and District Council and landowners, together with Hertfordshire County Council, the Hertfordshire Local Enterprise Partnership and the Hertfordshire Innovation Quarter (Enviro-Tech Enterprise Zone) are working to deliver a large scale housing-led mixed use development, embracing Garden Town Principles¹.

2. Mission Statements

Hemel Hempstead Garden Town Mission Statement

The transformation from New Town to Garden Town will improve overall self-sufficiency and sustainable movement between key destinations, facilitating a mix of high tech new jobs within Hertfordshire Innovation Quarter and well-balanced healthy communities anchored by the Hemel Garden Communities extension.

Hemel Garden Communities Mission Statement

Hemel Garden Communities will take the best of the New Town heritage into the 21st century with over 11,000 homes and 10,000 jobs, and Hertfordshire Innovation Quarter at its heart.

3. Aim

To facilitate the delivery of Hemel Garden Communities with a minimum of 11,000 homes and 10,000 jobs over the next 25+ years. The partners will develop a strategic development approach to ensure these homes, employment opportunities and the principle for integrated sustainable travel, together with key infrastructure are transformative to the town and wider area.

4. Strategic Priorities (SP)

1. Governance, project plan and programming:
 - A Strategic MoU for the authorities will be agreed and include a governance structure to guide the long term project.
 - A Strategic Project Plan will help facilitate the delivery of a more detailed Operational Project Plan, which once created will be reviewed quarterly for the first year and thereafter every 6 months.
 - A short term work programme will guide the first year of the project, with an emphasis on delivering SP 1 to 5 and the PPA for HGC phase 1.
 - Governance preparation and short term work programme will be guided by 3 identified officers representing each authority; they will liaise regularly to take forward key HGC tasks and develop the short term work programme; 3 Development Management focused Officers from each authority will take forward Planning Performance Agreement

¹ <https://www.tcpa.org.uk/garden-city-principles>

- (PPA); all work will require sign-off through the authorities normal governance procedures .
2. Vision - establishing clear visions for HHGT, HGC and Phase 1 with Member engagement including areas such as: high quality sustainable design, exemplar integrated spatial design approach fit for a Garden Town, integrated sustainable movement strategy to promote maximum modal shift outputs and deliver strategic infrastructure and improvements to enable transformation.
 3. Spatial design approach – developing important principles from the Charter and illustrating key spatial design approaches for HGC and Phase 1.
 4. Guidance, plans and policies – HGC Strategic Masterplan Guidance (Joint SPD) and the Hemel Hempstead Transformational Plan (SPD for DBC), which the Sustainable Transport Strategy and Plan is a key focus, and the Community Engagement Strategy will be the key outputs of the short term work programme. Maximise use of evidence from TCE and LP studies to be provided as supporting background information.
 5. HGC team include the following posts:
 - HGC team funded through MHCLG funding: Full time Programme Manager, Urban Design Officer, and 2 Senior Project Officers.
 - Supporting staff - HCC Garden Community Lead Officer and Transport Officer.
 - Additional posts may be considered by the Board as required.
 6. Homes and the economy – meeting targets set out in SADC’s submitted plan and DBC’s emerging Local Plan.
 7. Infrastructure and delivery:
 - Maximise potential for long term maintenance and enhancement of new communities delivered through stewardship opportunities and land value capture.
 - Provision of necessary supporting infrastructure in the right place, at the right time, to provide the right services and movement opportunities to support new and existing communities.
 8. Finance and funding:
 - Manage finance efficiently between authorities.
 - Identify additional partner/external funding and develop bids to support the delivery of HGC.

5. Short term work programme

The focus of work for 2 years:

1. LPA reports – July 2019, SADC to report to Planning Policy Committee to consider Strategic MoU approach and governance structure; DBC to report to Cabinet to update on progress and set out short term work programme with budget spend to enable budget spend.
2. SP2 and 3 – expect to deliver in-house with existing staff, external facilitator, vision workshop, spatial design concept report, Design Review Panel - anticipated to be delivered by November 2019 subject to recruitment process.
3. SP4 – tender briefs to be developed for HGC Strategic Masterplan Guidance (Joint SPD) and the Hemel Hempstead Transformational Plan (SPD for DBC) of which the Sustainable Transport Strategy and Plan is a key focus, ensuring SP4 is achieved. Officers identified for SP1 to take forward work areas will ensure market is tested for

maximum value, and put out to tender under an agreed framework approach. Anticipated timeframe to consultant inception date is November/December 2019. The Community Engagement Strategy will be developed in-house with an anticipated timeframe delivery of September/October 2019.

4. SP5 – Key HGC posts to be recruited in a timely manner to ensure programme schedule is met.
5. Operational Project Plan will be developed once staff are recruited. Anticipated timeframe to deliver is October/November 2019.
6. PPA to be taken forward for HGC phase 1. Anticipated timeframe is end of June 2019.
7. Agreeing governance structure and setting up first HGC Board meeting for September 2019.
8. Short term work programme spending plan – see Table 2 of July 2019 Cabinet Report.

6. Operational Project Plan Scope

The operational Project Plan will take forward the Strategic Project Plan along with the following work streams:

1. The Strategic Priorities and short term work programme.
2. Governance – full structure and terms of reference for all reporting groups, sub-groups and the board are necessary to ensure the project is managed effectively and responsibilities and relationships understood including relevant sub-regional planning groups.
3. Partner responsibilities and roles – information on all key posts and reporting structures for key partners.
4. Resource management – funding, budgets and finance management; staff management.
5. Project work streams and programme – evidence needed to support project; studies progressing; tender briefs; short to long term programme.
6. Monthly monitoring and progress management – monthly progress reports and meetings with clear structure are needed to monitor the project going forward.
7. Communications management – sub-group started; a community engagement strategy being drafted; branding for HGC with some alignment to emerging LPs.
8. Quality and standard management – workshop required.
9. Constraint and risk management – workshop required.
10. Other work stream areas as required.

11. Glossary

DBC – Dacorum Borough Council

HGC - Hemel Garden Communities

HCC – Hertfordshire County Council

HHGT – Hemel Hempstead Garden Town

HIQ - Hertfordshire Innovation Quarter

MoU – Memorandum of Understanding

SADC – St. Albans City and District Council



Report for:	Cabinet
Date of meeting:	30 July 2019
Part:	1
If Part II, reason:	N/A

Title of report:	Designation of the Kings Langley Neighbourhood Plan Area
Contact:	<p>Cllr Graham Sutton, Portfolio Holder for Planning and Infrastructure</p> <p>Author/Responsible Officer:</p> <p>James Doe, Assistant Director, Planning, Development and Regeneration</p> <p>Chris Taylor, Group Manager, Strategic Planning and Regeneration</p>
Purpose of report:	<ol style="list-style-type: none"> 1. To update Members on the progress of the Kings Langley Neighbourhood Plan project and to seek approval for the consultation on the potential designation of Kings Langley Parish for its proposed Neighbourhood Plan 2. To agree approval and delegation arrangements of the formal designation of the Neighbourhood Plan Area.
Recommendations	<p>That:</p> <ol style="list-style-type: none"> 1. The Neighbourhood Plan Area for Kings Langley is agreed to be consulted upon; and 2. Formal arrangements for the designation of the Kings Langley Neighbourhood Plan area is delegated to the Assistant Director for Planning, Development and Regeneration in consultation with the Portfolio Holder for Planning and Infrastructure.
Corporate Objectives:	<p>If the area is formally designated for neighbourhood planning, the Kings Langley Neighbourhood Plan may assist in supporting the following corporate priorities for Dacorum:</p> <ul style="list-style-type: none"> • <i>A clean, safe and enjoyable environment</i> e.g. may contain policies relating to the design and layout of new

	<p>neighbourhood plan can be 'made' (adopted) to form part of the Council's Local Plan.</p> <p><u>Staff</u></p> <p>There are some staffing implications as a result of this report and in due course these could be significant (as we have a 'duty to support Neighbourhood Plans').</p> <p>Resourcing demand could be:</p> <ul style="list-style-type: none"> • Designation of the Neighbourhood Plan area • Advising and supporting evidence gathering for neighbourhood plans i.e. this could include some or all of the following: <ul style="list-style-type: none"> ○ making existing data and maps available for the evidence base ○ identifying key local strategic policies from the Local Plan ○ advising on relevant national policies/guidance ○ sharing information on key contacts, stakeholders and best practice plan-making activity ○ making available venues and helping to arrange community engagement activities ○ checking the plan prior to formal submission to give community confidence ○ providing technical support, such as assistance in laying out and illustrating a plan and ○ writing plan policies ○ providing members for neighbourhood forums or more informal working groups ○ setting up a neighbourhood planning web page on the local authority's website. • Screening emerging Neighbourhood Plan proposals as to whether they trigger a need for an Environmental Assessment or Habitats Regulations Assessment • Consultation on Submission of the neighbourhood plan • Appoint a person to carry out the independent examination of the neighbourhood plan • Explain and discuss modifications suggested by Independent examiner with parish or town council • Holding a referendum • Bringing the neighbourhood plan into legal force (at this point it would form part of the Local Plan for Dacorum) <p><u>Land</u></p> <p>No direct implications at this stage, although the planning documents and proposals that will be subject to future consultation could have implications for the future use of land within Kings Langley.</p>
Risk Implications	<p>In the longer term, the risk implications could be:</p> <ul style="list-style-type: none"> • Resource implications: dependent upon alignment of timetables for the neighbourhood plan and Dacorum Local Plan. Priorities could clash. • Potential for other neighbourhood plans to come forward.

	<ul style="list-style-type: none"> • Timetable for preparing for the neighbourhood plan is with the parish council and not the Borough Council. • Need to ensure local development requirements in the Local Plan are reflected in the neighbourhood plan.
Community Impact Assessment	<p>The Council's Sustainability Assessment (SA) into the emerging New Local Plan for Dacorum will provide an assessment of the community impacts more broadly affecting development within Bovingdon.</p> <p>It will be the responsibility of the Kings Langley Neighbourhood Plan group to determine whether further SA or Community Impact Assessment is required (in accordance with the regulations) as the plan progresses.</p>
Health And Safety Implications	None arising from this report.
Monitoring Officer/S.151 Officer Comments	<p>Monitoring Officer:</p> <p>The legal requirements regarding neighbourhood development plans are set out within the Neighbourhood Plan Regulations 2012 and The Town and Country Planning Act 1990 (as amended).</p> <p>The Council as local planning authority should ensure that it meets its obligations under the above.</p> <p>The Secretary of State has the power to provide financial assistance concerning neighbourhood development orders under the Localism Act 2011.</p> <p>Deputy S.151 Officer</p> <p>There are no financial implications to DBC at present with funding provided through MHCLG.</p>
Consultees:	There has been no consultation on this report externally, although the proposed designation of this area will be consulted upon (in line with the regulations).
Background papers:	None.
Glossary of acronyms and any other abbreviations used in this report:	LPA Local Planning Authorities

Background to Neighbourhood Planning

1. Neighbourhood planning was introduced through the Localism Act 2011. It is one of the five measures of decentralisation, and gives local communities more control over housing and planning decisions through the right to prepare neighbourhood plans and neighbourhood development orders.
 - Neighbourhood plans can establish general planning policies for the development and use of land in a neighbourhood, for example identifying where new homes and offices should be built and what they should look like. Neighbourhood plan can seek to set a vision for the future and can be detailed or general depending on what local people want.
 - With a neighbourhood development order the community can grant planning permission for new buildings they want to see go ahead. Neighbourhood development orders will allow new homes and offices to be built without the developer having to apply for separate planning permission.
2. The Act sets out the process by which the neighbourhood plan must be prepared. Neighbourhood planning will be taken forward by either town and parish councils or 'neighbourhood forums'. Neighbourhood forums will be community groups that are designated to take forward neighbourhood planning in areas without parishes.
3. Appendix A details the process of preparing a neighbourhood plan. The local authority is responsible for the following steps
 - Confirming the designation of the proposed neighbourhood plan
 - Confirming the status of a proposed neighbourhood forum
 - Providing expertise and advice to neighbourhood forums and parish councils
 - Checking legal compliance
 - Appointing and organising the examination
 - Holding a referendum on the neighbourhood plan
 - Adopting ('making') the neighbourhood plan where all the requirements are met

The referendum ensures that the community agrees with the plan's proposals and whether it should be implemented. If more than 50% of the people voting in the referendum support the neighbourhood plan or the neighbourhood development order, then the local planning authority must bring it into force.

4. It should be noted that when the Neighbourhood Plan has been consulted upon, examined and 'made', the neighbourhood plans must be used to determine planning applications in a neighbourhood area.

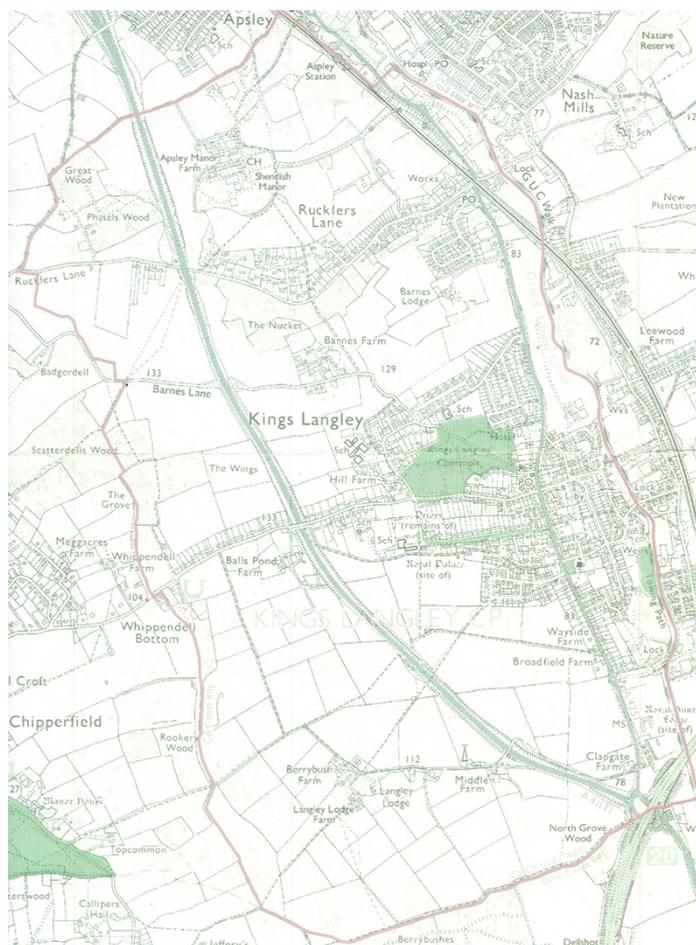
Progress to date

5. Kings Langley Parish Council has confirmed that it is making good progress and will be obtaining the help of a retained consultant, a Steering Group has been appointed. The Parish Council have also produced a Village Survey Main Themes Report to assist in gathering evidence and data from residents and businesses. They wish to continue to progress this Neighbourhood Plan in a timely fashion.

Neighbourhood Plan Area Designation process

6. On 6th June 2019, Dacorum Borough Council received an application from Kings Langley Parish Council to designate the Kings Langley Neighbourhood Area. This application was subsequently checked to be coherent, consistent and appropriate ensure it was valid, according to the following criteria:
 - The area does not overlap with another Neighbourhood Area
 - The application is made by a qualifying body (the Parish Council)
 - The application contains a map
 - The area is suitable for Neighbourhood Planning
7. It should be acknowledged that an application to designate a neighbourhood plan area can only be refused if there are valid planning reasons.

8. The application to designate the neighbourhood plan area covers the whole of Kings Langley Parish Council area (as shown below):



This area has been provided alongside a statement explaining why this area is considered appropriate to be designated as a neighbourhood area (shown in Appendix B).

9. Once the application for designation is published and comments invited the decision must be issued within 8 weeks (as the relevant body is a parish council and the area relates to the whole of the area of the parish council).

Next Steps

10. The application to designate the neighbourhood plan area has been deemed to be valid and so officers propose provisional dates to undertake the consultation between 13th August to 25th September 2019. Officers propose that this area application will be advertised in a manner which is considered likely to bring the area application to the attention of people who live, work or carry on business in the area. This will include a notice within the local press and on the Dacorum Borough Council website.
11. Feedback on this consultation will be fully considered by officers to ensure no valid planning issues have been raised which could lead to refusal of this area for neighbourhood planning purposes.
12. Once closed, the results of this consultation will be brought to the attention of Assistant Director for Planning, Development and Regeneration in consultation

with the Portfolio Holder for Planning and Infrastructure for formal ratification of the area for the purposes of Neighbourhood Planning (as the first formal stage of preparing a neighbourhood plan).

13. The local planning authority will then issue a formal notice of its decision to the Parish Council (and make this publically available). After designation, the neighbourhood area must be published on local authority website, including the following details:
 - The name of the neighbourhood area,
 - A map which identifies the area,
 - The name of the relevant body who applied for the designation.

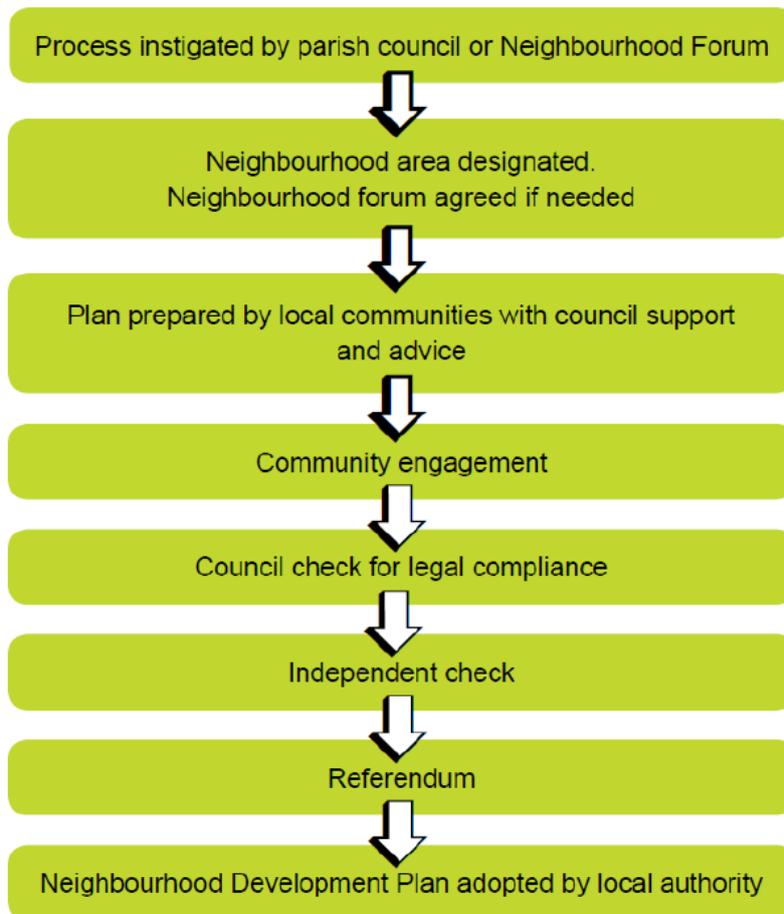
This information is proposed to be placed on the Council's current Neighbourhood Planning webpage¹.

Recommendation

14. That consultation on the potential designation of Kings Langley Parish area is agreed by Cabinet and delegation of the formal designation of the Neighbourhood Plan Area is given to the Assistant Director for Planning, Development and Regeneration in consultation with the Portfolio Holder for Planning and Infrastructure.

¹ <http://www.dacorum.gov.uk/home/regeneration/neighbourhood-planning>

Appendix A: Neighbourhood Plan process map



Appendix B: Kings Langley Parish Council's statement supporting their Area Designation application



Edmund de Langley
&
Isabella de Castilla

KINGS LANGLEY PARISH COUNCIL

Charter Court, Vicarage Lane, Kings Langley, Herts, WD4 9HR

Clerk to the Council: Paul Dunham Office Hours: Mon-Fri 9.30am–12.30pm

Telephone: 01923 261828

Email: klpc@kingslangley-pc.gov.uk

Mr James Doe
Assistant Director – Planning, Development and Regeneration
Dacorum Borough Council
The Forum, Marlowes
Hemel Hempstead
Herts
HP1 1DN

6th June 2019

Dear James

Proposed Neighbourhood Plan for Kings Langley Parish Council – Application for Designation of a Neighbourhood Area

At its meeting on 21st May 2019 the Council agreed that it wished to proceed with the development and creation of a Neighbourhood Plan, so please accept this letter as its application for the designation of Kings Langley Parish as a Neighbourhood area.

The enclosed plan identifies the area, bordered in a shade of red, to which this application relates.

A neighbourhood plan for Kings Langley Parish will allow the local community to have a direct say about the issues it faces, identified in a recent parish survey, which include housing (priorities) and environmental sustainability / pressures on the Green Belt. The purpose of the Neighbourhood Plan will be to help ensure that development makes a positive and beneficial contribution to the wider community, is supported by it, and by improvements to local services and infrastructure.

Kings Langley Parish Council is a relevant body for the purposes of Section 61G of the 1990 Planning Act.

Yours sincerely

Paul Dunham
Clerk to the Council

Serving our local community

www.kingslangley-pc.gov.uk



July 2019

1. About the Project, service change or policy development

Responsible officer	Andrew Horner
Name and description of project, service or policy	
<p>1. Neighbourhood planning was introduced through the Localism Act 2011. It is one of the five measures of decentralisation, and gives local communities more control over housing and planning decisions through the right to prepare neighbourhood plans and neighbourhood development orders.</p> <ul style="list-style-type: none"> • Neighbourhood plans can establish general planning policies for the development and use of land in a neighbourhood, for example identifying where new homes and offices should be built and what they should look like. Neighbourhood plan can seek to set a vision for the future and can be detailed or general depending on what local people want. • With a neighbourhood development order the community can grant planning permission for new buildings they want to see go ahead. Neighbourhood development orders will allow new homes and offices to be built without the developer having to apply for separate planning permission. <p>2. The Act sets out the process by which the neighbourhood plan must be prepared. Neighbourhood planning will be taken forward by either town and parish councils or 'neighbourhood forums'. Neighbourhood forums will be community groups that are designated to take forward neighbourhood planning in areas without parishes.</p> <p>3. The local authority is responsible for the following steps</p> <ul style="list-style-type: none"> • Confirming the designation of the proposed neighbourhood plan • Confirming the status of a proposed neighbourhood forum • Providing expertise and advice to neighbourhood forums and parish councils • Checking legal compliance • Appointing and organising the examination • Holding a referendum on the neighbourhood plan • Adopting ('making') the neighbourhood plan where all the requirements are met <p>The referendum ensures that the community agrees with the plan's proposals and whether it should be implemented. If more than 50% of the people voting in the referendum support the neighbourhood plan or the neighbourhood development order, then the local planning authority must bring it into force.</p> <p>4. When the Neighbourhood Plan has been consulted upon, examined and 'made', the neighbourhood plans must be used to determine planning applications in a neighbourhood area.</p>	

2. Identifying the community impact

What impacts will this change have on the community? Information which might be useful in thinking about this includes our equality profiles , available for a number of demographic groups in Dacorum, and Spotlight on Dacorum , which provides information about the Borough as a whole and signposts users to detailed statistics at ward / postcode level through neighbourhood statistics.			
	Positive	Negative	What are the positive and negative impacts? How will the positive impacts be enhanced? How will the negative impacts minimised/eliminated?
The community in general e.g. social or economic benefits or negative impacts	✓		<p><u>Positive aspects enhanced:</u></p> <ul style="list-style-type: none"> Neighbourhood Plans can assist in delivering a range of new development that will have a positive benefit on all members of the community through: <ul style="list-style-type: none"> Delivery of new homes, including affordable homes to meet housing need Delivery and protection of a diverse range of job and employment opportunities for all members of the community. The revised Statement of Community Involvement (currently under consideration for adoption by the Council) specifically mentions Neighbourhood Plans and that the Council will proactively engage with communities who wish to prepare a neighbourhood plan. Neighbourhood Plans lets communities set out their vision for their local areas and general planning policies to guide development in the neighbourhood. A Neighbourhood Plan is one way in which local communities may influence the planning of the area in which they live and work. Neighbourhood Plans when agreed by the community in a referendum become part of the development plan for the area to be used in the determination of planning applications <p><u>Neutral impacts:</u></p> <ul style="list-style-type: none"> Not everybody wishes to get involved in planning (however much the Council and local communities may seek to engage with them).

What impacts will this change have on the community?			
Information which might be useful in thinking about this includes our equality profiles , available for a number of demographic groups in Dacorum, and Spotlight on Dacorum , which provides information about the Borough as a whole and signposts users to detailed statistics at ward / postcode level through neighbourhood statistics.			
	Positive	Negative	What are the positive and negative impacts? How will the positive impacts be enhanced? How will the negative impacts minimised/eliminated?
On DBC as an organisation e.g. on staff or operations			The Council has a duty to support Neighbourhood Plans whilst this has implications for staff resources it also has benefits for potential increased officer understanding of the community.
The specific demographic considerations or characteristics e.g. age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation - specify where impacts are different for different considerations	✓		<u>Positive aspects enhanced</u> <ul style="list-style-type: none"> Where local communities so desire Neighbourhood Plans can provide opportunities for some individuals with protected characteristics¹ become more involved in planning matters.
The environment e.g. effects on the climate, trees, amenity space, biodiversity, water, energy, waste, material use, air quality	✓		<u>Positive aspects enhanced:</u> <ul style="list-style-type: none"> A Neighbourhood Plan can be subject to ongoing Sustainability Appraisal/Strategic Environmental Assessment which helps the Council to understand, and address, the impacts of policies and potential developments on environmental interests. Assessment of proposals under the Habitats Regulations will also take place where necessary.
Any community issues identified for this location , if the project is based in a specific area – state if this is not applicable e.g. if there are no specific issues for this location or if the project is district-wide	✓		The designation of the Neighbourhood Area (if made) would apply to the whole of the Parish of Kings Langley and policies made under the Neighbourhood Plan (if approved by referendum) would apply to the whole Parish. <u>Positive aspects enhanced</u> <ul style="list-style-type: none"> Known needs and issues would help to inform the proposals and policies contained within the Neighbourhood plan and also the emerging Local Plan. All stakeholders would be invited to make comments on the Neighbourhood Plan during future rounds of consultation.

¹ E.G. age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation

What evidence have you used to assess the impact on the community?
 What baselines have been established and what data will be used to monitor the impact?

This Community Impact Assessment has not identified any potential for discrimination or negative impact and all opportunities to advance equality have been taken. This is an update/replacement of existing planning policy documents and the fundamental principles which we have historically applied to planning policy formulation have not changed.

What steps have you taken or plan to take to consult the whole community or specific groups affected by the service or policy development?
 E.g. on-line consultation, focus groups, consultation with representative groups?

It is proposed to carry out public consultation on the proposed designation of the whole of the area of Kings Langley Parish Council as a Neighbourhood Area.

3. Review –

How will you review the impact, positive or negative once the service or policy has been implemented?		
<i>Action</i>	<i>By when</i>	<i>By who</i>
Following public consultation on the designation of the area of Kings Langley Parish Council as a Neighbourhood Area, the Council will consider whether or not designation of the area is appropriate. This impact assessment will be reviewed and updated where necessary post consultation.	Autumn 2019	Strategic Policy team

Name of responsible officer: Andrew Horner

Reviewed and signed off by: James Doe

Role: Strategic Planning and Regeneration Team Leader

Role: Assistant Director (Planning, Development and Regeneration)

Date: 10/7/19

Date: 11/7/19

Agenda Item 14

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

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