



### TO COUNCILLOR:

Mrs R H Adams (Mayor)  
N Alam  
L A Bentley  
G A Boulter  
J W Boyce  
Mrs L M Broadley  
F S Broadley  
D M Carter  
M H Charlesworth

Mrs H E Darling JP  
M L Darr  
Mrs L Eaton JP  
D A Gamble  
F S Ghattoraya  
Mrs S Z Haq  
Miss P V Joshi  
J Kaufman (Deputy Mayor)  
Mrs L Kaufman

Miss A Kaur  
Ms C D Kozlowski  
Mrs H E Loydall  
K J Loydall  
D W Loydall  
Mrs S B Morris  
R E R Morris  
Dr I K Ridley

I summon you to attend the following meeting for the transaction of the business in the agenda below.

**Meeting:** Full Council  
**Date and Time:** Tuesday, 13 December 2022, 7.00 pm  
**Venue:** Council Offices, Bushloe House, Station Road, Wigston, Leicestershire, LE18 2DR  
**Special Title:**  
**Contact:** Democratic Services  
**t:** (0116) 257 2775  
**e:** democratic.services@oadby-wigston.gov.uk

Yours faithfully

Council Offices  
Wigston  
**05 December 2022**

**Mrs Anne E Court**  
Chief Executive



**Meeting ID:** 2280



It has cost **£10.20** to print, package and post this single agenda pack for this meeting.  
A full cost breakdown for all agenda packs for this meeting is provided further down..

### ITEM NO.

### AGENDA

### PAGE NO'S

#### Reminder | Our Move to Brocks Hill - Member Drop-In

A reminder for Members only that a drop-in event is scheduled between 5:30 - 7:00 pm (prior to the start of the above meeting) so Officers can share further information and updates about the office move to Brocks Hill Country Park.

## **Live Stream of Meeting | Instructions**

**This meeting will be live streamed.**

### **Press & Public Access:**

#### **YouTube Live Stream**

A direct link to the live stream of the meeting's proceedings on the Council's YouTube Channel is below.

<https://youtu.be/k2wOvM1DdMA>

#### **1. Calling to Order of the Meeting**

The meeting of the Council will be called to order to receive Her Worship The Mayor and Deputy Mayor.

#### **2. Apologies for Absence**

To receive apologies for absence from Members to determine the quorum of the meeting in accordance with Rule 7 of Part 4 of the Constitution.

#### **3. Declarations of Interest**

Members are reminded that any declaration of interest should be made having regard to the Members' Code of Conduct. In particular, Members must make clear the nature of the interest and whether it is 'pecuniary' or 'non-pecuniary'.

#### **4. Minutes of the Previous Meeting(s)**

To read, confirm and sign the minutes of the previous meeting(s) in accordance with Rule 19 of Part 4 of the Constitution.

**a. Tuesday, 27 September 2022, 7.00 pm**

**5 - 10**

**b. Tuesday, 15 November 2022, 6.00 pm (Extraordinary)**

**11 - 12**

#### **5. Action List Arising from the Previous Meeting(s)**

There was no Action List arising from the previous meeting(s).

#### **6. Motions on Notice**

To consider any Motions on Notice in accordance with Rule 14 of Part 4 of the Constitution.

#### **7. Petitions, Deputations and Questions**

To receive any Petitions, Deputations and, or, to answer any Questions by Members or the Public in accordance with Rule(s) 11, 12, 13 and 10 of Part 4 of the Constitution and the Petitions Procedure Rules respectively.

**a. Support for Existing Allotments**

**13**

Submitted by Nigel Herbert  
Chair of the Aylestone Lane Allotment Association

#### **8. Mayor's Announcements**

### **Full Council**

Tuesday, 13 December 2022, 7.00 pm

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Oadby and Wigston Borough Council, Council Offices,  
Station Road, Wigston, Leicestershire, LE18 2DR*

To receive any announcements from the Mayor in accordance with Rule 2 of Part 4 of the Constitution.

**a. Official Mayoral / Deputy Mayoral Engagements 14 - 15**

**9. Leader's Statement**

To receive any statement from the Leader of the Council in accordance with Article 2.9.2(ii) of Part 2 of the Constitution.

**10. 2023/24 Draft Revenue Budget and 2023/24 – 2027/28 Draft Capital Programmes 16 - 67**

Report of the Strategic Director / Section 151 Officer

**11. Housing Standards in Rented and Social Rent Properties (Mould, Damp and Condensation) 68 - 132**

Report of the Housing Manager

**12. Exclusion of the Press and Public**

The press and public are likely to be excluded from the remainder of the meeting in accordance with Section 100(A)(4) of the Local Government Act 1972 (Exempt Information) during consideration of the item(s) below on the grounds that it involves the likely disclosure of exempt information, as defined in the respective paragraph(s) 3 of Part 1 of Schedule 12A of the Act and, in all the circumstances, the public interest in maintaining the exempt item(s) outweighs the public interest in disclosing the information.

**13. Former Oadby Pool Site (Exempt) 133 - 147**

Exempt Report of the Economic Regeneration Manager

**You can access all available public meeting documents and audio-visual live streams and recordings electronically on:**



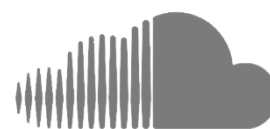
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Our audio platform **soundcloud.com/oadbywigstonbc** or smart device with the '**SoundCloud**' app



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**Full Council**  
Tuesday, 13 December 2022, 7.00 pm

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<b>Officer time</b> (Pro rata hourly rate)	n/a	£15.47
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**MINUTES OF THE MEETING OF THE FULL COUNCIL HELD AT THE COUNCIL OFFICES,  
BUSHLOE HOUSE, STATION ROAD, WIGSTON, LEICESTERSHIRE, LE18 2DR ON  
TUESDAY, 27 SEPTEMBER 2022 COMMENCING AT 7.00 PM**

## **PRESENT**

Mrs R H Adams                      Mayor  
J Kaufman                              Deputy Mayor



**Meeting ID: 2258**

## **COUNCILLORS**

N Alam  
G A Boulter  
J W Boyce                              Leader of the Council  
D M Carter  
M H Charlesworth  
Mrs H E Darling JP                      Deputy Leader of the Opposition  
M L Darr  
D A Gamble  
F S Ghattoraya  
Mrs S Z Haq                              Deputy Leader of the Council  
Miss P V Joshi                              Leader of the Opposition  
Mrs L Kaufman  
Ms C D Kozlowski  
K J Loydall  
Dr I K Ridley

## **OFFICERS IN ATTENDANCE**

T Bingham                              Strategic Director / Section 151 Officer  
A E Court                                Chief Executive / Head of Paid Service  
P Fisher                                 Strategic Director  
D M Gill                                 Head of Law & Democracy / Monitoring Officer  
T Gwam                                 Interim Head of Finance / Section 151 Officer  
T Hatton                                 Head of Customer Service & Transformation  
A Thorpe                                 Head of Built Environment

## **OTHERS IN ATTENDANCE**

R Thompson                              RPT Consulting

### **32. CALLING TO ORDER OF THE MEETING**

The meeting of the Council was called to order to receive Her Worship The Mayor and Deputy Mayor.

### **33. APOLOGIES FOR ABSENCE**

An apology for absence was received from Councillors L A Bentley, Mrs L M Broadley, F S Broadley, Mrs L Eaton JP, D W Loydall, Mrs H E Loydall, R E R Morris and Mrs S B Morris.

### **34. DECLARATIONS OF INTEREST**

None.

**35. MINUTES OF THE PREVIOUS MEETING**

By affirmation of the meeting, it was

**UNANIMOUSLY RESOLVED THAT:**

**The minutes of the previous meeting held on 12 July 2022 be taken as read, confirmed and signed.**

**36. ACTION LIST ARISING FROM THE PREVIOUS MEETING**

In relation to action point 1, Councillor M H Charlesworth expressed his gratitude to Officers for writing to the various recipients and to those who provided a response.

By affirmation of the meeting, it was

**UNANIMOUSLY RESOLVED THAT:**

**The Action List arising from the previous meeting held on 12 July 2022 be noted.**

**37. MOTIONS ON NOTICE**

None.

**38. PETITIONS, DEPUTATIONS AND QUESTIONS**

None.

**39. MAYOR'S ANNOUNCEMENTS**

The Mayor announced that she had hoped for a greater turnout at the reading of the Borough Proclamation on the accession of His Majesty King Charles III that took place at Peace Memorial Park in Wigston on Sunday 11 September 2022.

**39a. OFFICIAL MAYORAL / DEPUTY MAYORAL ENGAGEMENTS**

By affirmation of the meeting, it was:

**UNANIMOUSLY RESOLVED THAT:**

**The list of Official Engagements attended by The Mayor and/or Deputy Mayor be noted.**

**40. LEADER'S STATEMENT**

The Leader of the Council presented a statement outlining his recent work, the administration's plans and an overview of recent decisions taken since the previous meeting of the Council.

The Leader particularly reflected on the challenges and pressures arising from the volatility of the current financial situation in terms of the ongoing cost-of-living crisis, the uncertainty surrounding the Local Government Financial Settlement for 2022/23 onwards and the knock-on effect of the Government's recently announced Growth Plan. The budgetary implications were said to require the Council to make difficult decisions in the

short-to-medium term regarding further efficiency savings and maximising income streams whilst also providing support to the Borough's residents.

**41. MEDIUM-TERM FINANCIAL STRATEGY (MTFS) (2022 - 2027)**

The Council gave consideration to the report and appendix (as set out at pages 35 - 81 of the agenda reports pack) which asked it to approve the Medium-Term Financial Strategy (2022 - 2027).

Members were advised that in relation to the Modular Build Project at Horsewell Lane in Wigston, a site survey had recently been undertaken by the Council's Economic Regeneration Team with a view to make further progress as soon as possible.

Members also requested that Officers make representations to the Government advocating for fairer funding arrangements under the proposed Business Rates Retention Scheme given the lower growth opportunities available in the Borough.

It was moved by Councillor M H Charlesworth, seconded by the Leader of the Council and

**UNANIMOUSLY RESOLVED THAT:**

- (i) The contents of the report be noted; and**
- (ii) The Medium-Term Financial Strategy (2022 - 2027) be approved.**

**42. MAXIMISING THE COUNCIL'S INCOME (SEPTEMBER 2022)**

The Council gave consideration to the report and appendix (as set out at pages 82 – 94 of the agenda reports pack) which sought its approval of a new Corporate Charging Policy ("the Policy") to support the maximisation of Council income and to review and approve the business case for two new income generating opportunities.

A Member suggested that a spend limit of £5.00 per player per week be considered if the Council was minded to approve the Community Lottery Scheme to curb the potential for excess gambling and that spend levels be periodically reported back.

Members welcomed upcoming planned initiatives to further the promotion of the Council's permit scheme for car parks across the Borough to residents and visitors.

It was moved by Councillor M H Charlesworth, seconded by Councillor Dr I K Ridley and

**UNANIMOUSLY RESOLVED THAT:**

- (i) The new Corporate Charging Policy (a set out at Appendix 1 to the report) be approved;**
- (ii) The proposals for the provision of a Community Lottery and new approach to Events Management be approved; and**
- (iii) The Strategic Director / Section 151 Officer be given delegated authority to make any required budgetary changes for the schemes to progress.**

**43. BUDGET SETTING APPROACH (2023/24)**

The Committee gave consideration to the report (as set out at pages 95 – 98 of the agenda reports pack) which sought to consult Members on the approach for setting the 2023/24 budget.

Members were advised that mobilisation of the Sustainability Plan as part of the Medium-Term Finance Strategy (2022-2017) was already underway, an integral part of which involved the undertaking of reviews across the Council's service areas with the outcomes to be reported back to the Service Delivery Committee.

It was moved by Councillor M H Charlesworth, seconded by the Deputy Leader of the Council and

**UNANIMOUSLY RESOLVED THAT:**

**The budget-setting approach for 2023/24 be noted.**

**44. DRAFT LAND AND BUILDINGS DISPOSAL POLICY (SEPTEMBER 2022)**

The Council gave consideration to the report and appendix (as set out at pages 99 – 133 of the agenda reports pack) which sought its approval of a Draft Land and Buildings Disposal Policy ("the Policy").

It was clarified for Members that paragraph 5.3 of the Policy referred to an identification of surplus/underused land on an operational level by Officers only.

It was moved by the Leader of the Council, seconded by Deputy Mayor and

**UNANIMOUSLY RESOLVED THAT:**

**That the draft Land and Buildings Disposal Policy (set out at Appendix 1 of the report) be approved).**

**45. UK SHARED PROSPERITY FUND LOCAL PARTNERSHIP GROUP FORMATION**

The Council gave consideration to the report (as set out at pages 134 – 140 of the agenda reports pack) which asked Members to agree the formation, co-ordination and membership of the UK Shared Prosperity Fund Local Partnership Group.

Members were advised that under United Kingdom Shared Prosperity Fund, all local authorities were allocated grant funding compared to a selective bidding-process under the European Social Fund and European Regional Development Funds.

It was clarified to Members that, in relation to paragraph 3.6 of the report, 'a County Councillor representative' referred to a Member elected to both this Council and the County Council. It was also welcomed that the Helping Hands Community Trust should be added to the 'People, Skills and Business LPG Membership'.

There was no update to report at the meeting on whether the Investment Plan had been approved yet by the Department for Levelling Up, Housing and Communities.

It was moved by the Leader of the Council, seconded by Councillor D M Carter and

**UNANIMOUSLY RESOLVED THAT:**

- (i) The proposed membership of the Local Partnership Group for the UKSPF (as set out in 3.6 and 3.7 of the report) be approved;**
- (ii) The changes proposed by the LPG to the Investment Plan, subject to being compliant with the fund, be approved by the Leader of the Council in consultation with the Strategic Director/S151 Officer (as set out in 4.3 of**



- the report); and**  
**(iii) The Chair of each of the LPG groups bring forward a nomination of a County Councillor representative at the appropriate time.**

**46. DOMESTIC ABUSE POLICIES (SEPTEMBER 2022)**

The Council gave consideration to the report and appendices (as set out at pages 3 - 27 of the agenda update reports pack) which sought its approval to implement two new corporate Domestic Abuse Policies.

It was moved by Councillor M H Charlesworth, seconded by Councillor Mrs L Kaufman

**UNANIMOUSLY RESOLVED THAT:**

- (i) The content of the report and appendices be noted; and**  
**(ii) The Domestic Abuse Policies (at appendix 1 and 3) be approved.**

**47. CIVIC AGREEMENT UPDATE WITH LEICESTER/SHIRE UNIVERSITIES**

The Council gave consideration to the report and appendix (as set out at pages 141 - 151 of the agenda reports pack) provided Members with overview of the CIVIC University Agreement entered into between the Council, the University of Leicester and other partners in June 2022.

By affirmation of the meeting, it was

**UNANIMOUSLY RESOLVED THAT:**

**The content of the report and appendices be noted.**

**48. NEW VISION FOR THE COUNCIL (PRESENTATION)**

The Council gave consideration to a presentation which provided an update to Members in relation to the Council's New Vision.

In relation to concerns around the limited number responses received from the recent public consultation, Members were advised that the Local Government Association's baseline requirements had been met in affirming the Council's vision.

By affirmation of the meeting, it was

**UNANIMOUSLY RESOLVED THAT:**

**The content of the presentation be noted.**

**49. LEISURE CENTRE CONTRACT UPDATE (SEPTEMBER 2022)**

**Under section 100B(4)(B) of the Local Government Act 1972, by reason of special circumstance, in that an additional item of business needed to be considered before the next meeting of the Council.**

The Mayor was of the opinion that an urgent item of business regarding the Council's Leisure Centre Contract was to be considered at this meeting as a matter of urgency as the contract in question required affirmative action to be taken by Officers by 3 October 2022 under a delegated authority which can only be resolved by Council.

Furthermore, it was moved by the Mayor, seconded by the Deputy Mayor and

**UNANIMOUSLY RESOLVED THAT:**

**The press and public be excluded from the remainder of the meeting in accordance with Section 100(A)(4) of the Local Government Act 1972 (Exempt Information) during consideration of the urgent item on the grounds that it involved the likely disclosure of exempt information, as defined in the respective paragraphs 1 and 3 of Part 1 of Schedule 12A of the Act and, in all the circumstances, the public interest in maintaining the exempt item outweighed the public interest in disclosing the information.**

The Committee gave consideration to the exempt report (as tabled at the meeting) regarding a leisure centre contract update for September 2022, together with a exempt presentation delivered by Mr Robin Thompson of RPT Consulting Limited.

It was moved by the Leader of the Council, seconded by Councillor D A Gamble and

**UNANIMOUSLY RESOLVED THAT:**

**The recommendations be approved.**

**THE MEETING CLOSED AT 8.35 pm**



**Mayor / Deputy Mayor**

**Tuesday, 13 December 2022**

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**MINUTES OF THE EXTRAORDINARY MEETING OF THE FULL COUNCIL HELD AT THE COUNCIL OFFICES, BUSHLOE HOUSE, STATION ROAD, WIGSTON, LEICESTERSHIRE, LE18 2DR ON TUESDAY, 15 NOVEMBER 2022 COMMENCING AT 6.02 PM**

## PRESENT

Mrs R H Adams                      Mayor



Meeting ID: 2466

## COUNCILLORS

N Alam  
L A Bentley  
G A Boulter  
J W Boyce                      Leader of the Council  
Mrs L M Broadley  
F S Broadley  
D M Carter  
M H Charlesworth  
Mrs H E Darling JP              Deputy Leader of the Opposition  
Mrs L Eaton JP  
F S Ghattoraya  
Mrs S Z Haq                      Deputy Leader of the Council  
Mrs H E Loydall  
K J Loydall  
D W Loydall

## OFFICERS IN ATTENDANCE

S J Ball                      Legal & Democratic Services Manager / Deputy Monitoring Officer  
T Bingham                      Strategic Director / Section 151 Officer  
A E Court                      Chief Executive / Head of Paid Service  
C Eyre                      Housing Manager  
P Fisher                      Strategic Director  
D M Gill                      Head of Law & Democracy / Monitoring Officer  
T Gwam                      Interim Head of Finance / Section 151 Officer  
T Hatton                      Head of Customer Service & Transformation

## OTHERS IN ATTENDANCE

Councillor M L Darr  
Councillor D A Gamble

## 50. **CALLING TO ORDER OF THE MEETING**

The meeting of the Council was called to order to receive Her Worship The Mayor.

## 51. **APOLOGIES FOR ABSENCE**

An apology for absence was received from Councillors Miss P V Joshi, J Kaufman, Mrs L Kaufman, Ms C D Kozlowski, Mrs S B Morris, R E R Morris and Dr I K Ridley.

Councillors M L Darr and D A Gamble attended the meeting remotely, but in accordance with the provisions in the Local Government Act 1972, were not considered present for the purposes of voting.

**52. DECLARATIONS OF INTEREST**

None.

**53. COST OF LIVING - COUNCIL RESPONSE**

The Council gave consideration to the report (as set out at pages 4 - 12 of the agenda reports pack) which asked it to approve the financial resources to extend the arrangements already in place to support residents and businesses through the Cost of Living crisis in order to sustain appropriate support to March 2023.

It was moved by the Leader of the Council, seconded by Councillor K J Loydall and

**UNANIMOUSLY RESOLVED THAT:**

- (i) The reallocation of £80,000 of General Fund reserves previously earmarked as a "Wellbeing Reserve" and £30,000 of a £140,000 HRA reserve previously earmarked as "Universal Credit HRA Reserve" for the purpose of providing support to residents and business through the Cost of Living crisis be approved;**
- (ii) Delegated authority be given to the Strategic Director / Section 151 Officer to distribute such funds within maximum levels as outlined in the report;**
- (iii) Any amounts that remain unspent at 31 March 2023 be returned to general fund and HRA general reserves, subject to a further report being presented; and**
- (iv) Parking charges for all Council car parks be suspended every Saturday and Sunday between 1 December and 31 December 2022 (inclusive).**

**THE MEETING CLOSED AT 6.09 pm**



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**Mayor / Deputy Mayor**

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**Tuesday, 13 December 2022**

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## QUESTION ON NOTICE BY THE PUBLIC

Full Council | Tuesday, 13 December 2022

### **Support for Existing Allotments**

#### **Question**

1. Can the Council please confirm its policy and views regarding the support for existing allotments in terms of resource and funding as it does not appear to directly align with the strategy defined in The Borough of Oadby and Wigston Local Plan 2011-2031?

Nigel Herbert

Chair of the Aylestone Lane Allotment Association  
c/o Aylestone Lane, Wigston, Leicestershire, LE18 1FX

The above question was duly received by the Head of Law & Democracy on 24 October 2022 in accordance with Rule 10, Section 1 of Part 4 of the Constitution of the Council.

## Events attended by the Mayor September 2022 – Present

### SEPTEMBER

11	Oadby & Wigston BC – Death of HM the Queen	The Reading of the Borough Proclamation on the Accession
24	Amberwood Care Home	30th Anniversary
30	Oadby Community Stakeholders	Celebration of Installation of Reflection Park Sculpture

### OCTOBER

1	Clinical & Contract Research Association (CCRA)	Diabetes UK Charity Fundraiser
2	St Pauls Church, Oadby	40th Anniversary - Special Celebratory Service
5	OWBC	Armed Forces Veterans Breakfast
8	Councillor Bill Boulter	Sock Ceremony
10	Cllr David Carter - PotB	Pride of the Borough Awards Evening
24	University of Leicester - Prof. Nishan Canagarajah	Launch of £150m Development
27	Leicester Cathedral	Guild of St Martin Annual Dinner 2022
29	Senior Citizen's Action Group (HL)	Autumn Concert
30	Leicestershire County Council	Chairman's County Service

### NOVEMBER

6	Oadby & Wigston Lions	(42nd) Annual Charter Lunch
11	OWBC	Remembrance Service
13	OWBC	Remembrance Parade & Service, Wigston
13	Royal British Legion, Oadby	Parade for Remembrance Sunday
19	Oadby Town Centre Association	Christmas Lights Switch On
24	Muslim School of Oadby	Annual Assembly (Madressah Assembly)
26	Oadby & Wigston Lions	Annual Light Switch On

### DECEMBER

3	St Peter's Church	St Peter's Church Oadby Christmas Fair
3	OWBC	South Wigston Christmas Light Switch On

## Events attended by the Deputy Mayor September 2022 – Present

### OCTOBER

1	Oadby & Wigston Hindu Community	Navratri Garba Festival
14	Leicester Grammar School	Foundation Day Service
26	Asian Elders Club	Asian Elders Club at St Pauls, Oadby

# Agenda Item 10



<b>Policy, Finance and Development Committee</b>	<b>Tuesday, 06 December 2022</b>	<b>Matter for Information and Decision</b>
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**Report Title:** **2023/24 Draft Revenue Budget, Medium Term Financial Plan and 2023/24 – 2025/26 Draft Capital Programmes**

**Report Author(s):** **Tracy Bingham (Strategic Director of Finance /Section 151 Officer)**

<b>Purpose of Report:</b>	For Policy, Finance and Development Committee to recommend to Council the General Fund and Housing Revenue Account (HRA) revenue budget proposals and the Draft Capital Programmes for consultation.
<b>Report Summary:</b>	<p>The report outlines the draft budget position for the 2023/24 year for the Council’s General Fund, which is an anticipated deficit position of £517k which will need to be met through the use of reserves.</p> <p>The report also presents the draft Housing Revenue Account which is a small surplus of £20k.</p> <p>The proposed Capital Programme for 2023/24 is £1.26m and £4.04m on the General Fund and HRA respectively. The indicative position for 2024/25 and beyond is also presented.</p>
<b>Recommendation(s):</b>	<p><b>That the Committee:</b></p> <p><b>A. Approve a recommendation to increase Council Tax by the core referendum limit of 2.99%, from the options as set out in Table 4;</b></p> <p><b>B. Approve a recommendation to increase Rents by the maximum social rent level of 7%, from the options as set out in Table 5;</b></p> <p><b>C. Having approved the recommendations as set out above, recommend to Council the draft revenue budgets for 2023/24 and Draft Capital Programmes 2023/24 – 2025/26 for statutory consultation; and</b></p> <p><b>D. Note the indicative assurance statement provided by the Section 151 Officer.</b></p>
<b>Senior Leadership, Head of Service, Manager, Officer and Other Contact(s):</b>	<p>Tracy Bingham (Strategic Director / Section 151 Officer) (0116) 257 2845 <a href="mailto:tracy.bingham@oadby-wigston.gov.uk">tracy.bingham@oadby-wigston.gov.uk</a></p> <p>Tony Gwam (Head of Finance / Deputy Section 151 Officer) (0116) 257 2608 <a href="mailto:tony.gwam@oadby-wigston.gov.uk">tony.gwam@oadby-wigston.gov.uk</a></p> <p>Rashpal Sohal (Finance Manager) (0116) 257 2705 <a href="mailto:Rashpal.Sohal@Oadby-Wigston.gov.uk">Rashpal.Sohal@Oadby-Wigston.gov.uk</a></p>



<b>Corporate Objectives:</b>	Providing Excellent Services (CO3)
<b>Vision and Values:</b>	Accountability (V1) Respect (V2) Teamwork (V3) Innovation (V4) Customer Focus (V5)
<b>Report Implications:</b>	
Legal:	There are no implications arising from this report.
Financial:	The implications are as set out throughout this report.
Corporate Risk Management:	Decreasing Financial Resources / Increasing Financial Pressures (CR1)
Equalities and Equalities Assessment (EA):	There are no implications directly arising from this report. EA not applicable
Human Rights:	There are no implications arising from this report.
Health and Safety:	There are no implications arising from this report.
<b>Statutory Officers' Comments --</b>	
Head of Paid Service:	The report is satisfactory.
Chief Finance Officer:	As the author, the report is satisfactory.
Monitoring Officer:	The report is satisfactory.
<b>Consultees:</b>	None.
<b>Background Papers:</b>	<a href="#">Exempt Report and Minutes entitled 'Budget Proposals (2023/24) (Exempt)' to Policy, Finance and Development Committee on 15 November 2022</a>
<b>Appendices:</b>	<ol style="list-style-type: none"> <li>1. General Fund Revenue Budget Proposals</li> <li>2. Draft 2023/24 General Fund Budget</li> <li>3. Housing Revenue Account (HRA) Budget Proposals</li> <li>4. Draft 2023/24 HRA Budget</li> <li>5. Proposed 2023/24 Scale of Fees and Charges</li> <li>6. Draft 2023/24 – 2025/26 Capital Programmes</li> </ol>

## 1.0 Introduction

1.0 This report recommends that Policy, Finance and Development Committee (PFDC) recommend to Council that the consultation on budgets for 2023/24 commences and that the outcome of this consultation exercise is fed back into the subsequent reports to PFDC and Council to seek approval of the final budget in February 2023.

1.1 The draft budgets and information contained within this report builds upon the exempt report presented to the Committee in November, which sought feedback on early budget proposals and which was also designed to provide members with an opportunity to feed suggestions into the process. A link to the minutes of this meeting are included in the background papers to

this report. The main areas of feedback from the meeting, along with a status update are set out below:

**Table 1 – Feedback from Policy, Finance and Development Committee, 15 November 2022**

Feedback	Status Update
<p><b>Council Tax increase</b></p> <p>That the council should pursue the maximum Council Tax increase within the referendum limit.</p>	<p>Since the meeting the Chancellor of the Exchequer confirmed that the council tax referendum limit for Shire Districts for 2023/24 is the highest of 2.99% or £5.</p> <p>The additional council tax funding, because of the 1% referendum limit increase, is £40k.</p> <p>Further work to forecast the likely level of growth in the Council’s tax base has now concluded and there is also now more funding assumed due to increase in the base.</p> <p>Please see paragraph 4.9 for more detail.</p>
<p>Green Waste</p> <p>That the net cost of providing the Green Waste service is presented to Members, and that this takes account of the recent change in service provision from a 12 month to a 9month basis.</p> <p>Additionally, Members expressed concern over the value for money offered to new residents who wished to purchase a permit in year and asked officers to explore and present back options around this</p>	<p>A review of the costs of providing the service has been undertaken and this is detailed in paragraph 4.13 below.</p> <p>This is detailed at 4.14 below.</p>
<p>Car Parking</p> <p>That the Council would not raise car parking charges on the basis that the car parking trading account shows an in-year surplus position which is intended to recover the historic deficit on the car parking trading account.</p> <p>Members were not minded therefore to take forward a suggestion to increase a £1 fee that is incurred on the administration of residential permits.</p> <p>The idea around a new service for second permits should be presented.</p>	<p>An increase in charges for car parking are not included in this report based on this position and request from PFD on 15/11/2022.</p> <p>This proposal is now not included in the budget, based on this position and request from PFD on 15/11/2022.</p> <p>Similarly, this proposal has not been taken forward and will be considered once a review of car parking is undertaken within the new financial year.</p>

1.2 The contents of this report will be presented to Council on 13 December. Feedback from the PFDC meeting will be provided to Council by way of an additional paper that will be circulated after the PFDC meeting and before Council. Specifically, this additional paper will include the recommended option in respect of those which are set out in this report.

1.3 Between (circa) the 14 December 2022 and 25 January 2023 consultation will take place, including features of the draft budget being made publicly available via the Council's website for consultation. The final budget will be presented to PFDC in February 2023 who will recommend it to Council for final approval in the same month.

## **2.0 Budget approach**

2.1 The principles that have guided the preparation of the budgets contained within this report are as agreed with PFDC and Council in September 2022, which were–

- 2.1.1 Savings should be delivered;
- 2.1.2 Revenue growth should be self-funding; and
- 2.1.3 Capital growth should have a revenue payback OR be essential for the maintenance of service delivery

2.2 As part of ongoing improvement around the Council's financial management and governance culture and adherence to the Chartered Institute of Public Finance and Accountancy (CIPFA) Financial Management Code, the process for setting the budget has been reviewed and reinvigorated.

2.3 The Council has returned to an incremental budgeting approach this year following the budget being set at high level only last year. Service Managers have been heavily involved in the budget setting process, including them taking on new financial responsibilities for their service areas as part of the Council's new 'finance business partnering' approach and have identified numerous changes that ensure service budgets are fit for purpose.

2.4 Managers also took part in a "Value for Money Challenge". The main reason for this was for the organisation to gain greater insight into the Council's finances as a whole and to generate ideas for where savings could be made. These objectives were met – evident in the large scale changes managers are proposing to make to their budgets to make them fit for purpose. Additionally, £140k of savings proposed are as a direct result of this challenge.

2.5 The effect of the changes in the budgets setting approach this year have resulted in a significantly high number of budget proposals proposed by officers and reviewed internally.

2.6 Noting the significant numbers of revenue changes proposed, only those with a value of above £5k are presented on an individual basis. All revenue budgetary changes below £5k are detailed as "de-minimus" changes.

2.7 Proposals are categorised as follows -

- 'Funding' – changes to core funding (council tax, business rates, government grant and new homes bonus for the General Fund and Rental Income and service charges for the HRA);
- 'Savings' – savings identified through either a reduction in budgeted expenditure or an increase in income; or
- 'Cost Pressures' – where additional budget provision is required to cover unavoidable cost increases.

2.8 Capital investment proposals have been developed in line with investment plans and ongoing asset maintenance requirements. Capital proposals are also subject to change as further and more detailed work is undertaken to refine proposals and their resultant values in the coming weeks.

2.9 The draft budget and proposals set out in this report are, generally, in line with the budget principles set out in paragraph 2.1 above. However, it has not been possible to mitigate all

cost pressures with savings in full and this is because there are a number of high-impact budgetary areas that are exposed to inflationary pressure and which the Council has little to no influence, without commencing service redesign. Detail around the plans in respect of service reviews is covered under paragraph xx.

### 3.0 Sustainability Programme

- 3.0 Within the Medium Term Financial Strategy, a Sustainability Plan was approved for delivering savings. This plan also sets the approach that will be taken to explore, identify and deliver savings over the life of the plan. Savings totalling £976k over the 5 years are included and the council's Senior Leadership Team continue to mobilise the Sustainability Plan Programme and associated projects.
- 3.1 To date, work across the Senior Leadership Team has focussed on agreeing leads for each theme in the Sustainability Plan (these are now included in the plan below). Project leads are now preparing the scope, milestones, and review of deliverability and timing of savings for their respective areas.
- 3.2 On Financial Management, the Strategic Director and Section 151 Officer has reviewed the earmarked reserves and a one-off contribution to general reserves of £422k in-year (against a target of £200k) has been delivered (subject to ratification by PFD on another agenda item at this meeting).
- 3.3 For the Service Review project, the Strategic Director has commenced the development of a framework for carrying out reviews, following consultation with the Services Delivery Committee at its meeting on 29 November 2022. Work will now progress to programme and start service reviews. Of the savings set out for 2023/24, the service review target of £50k is budgeted but contingent on member decisions that will be brought forward in the year for decision.
- 3.4 The Head of Law and Governance has developed a brief for engaging property expertise to assist in the review of the Council's assets. This specialist support will assist officers in assessing the current value in use of assets against other commercial and divestment options, so that a range of recommendations can be presented to Members for decision.
- 3.5 The target of £15k in respect of new income generation is confirmed in the budget at £28k, following PFDC and Council decision in September on Community Lottery and schemes.
- 3.6 Finally, work to shape how the Council might deliver savings by maximising the management of its contracts is underway.

**Table 2 – Sustainability Plan**

Project		Lead	2022/23	2023/24	2024/25	2025/26	2026/27
<b>Financial Management</b>	Review of earmarked reserves (one-off)	Strategic Director and S151 Officer	200,000				
<b>Service Review</b>	Savings achievable through review of key services and alteration of service levels	Strategic Director		50,000	150,000	150,000	150,000
<b>Outcome Based Budgeting</b>	Assumed 0.5% reduction in overall service costs as a result of an outcome based budgeting exercise in 2023	Strategic Director / Head of Finance			47,000	47,000	47,000

<b>Asset Management</b>	Targeted reduction in expenditure/increase in income as a result of review of assets and rationalisation	Head of Law and Governance and Monitoring Officer			25,000	25,000	25,000
<b>Income Generation</b>	New income schemes (assumed increase in existing already in plans)	Head of Finance and Deputy S151 Officer		15,000	15,000	15,000	15,000
<b>Contracts</b>	Pending review	Head of Customer Services & Trans / Head of Built Environment					
	<b>Total</b>		<b>200,000</b>	<b>65,000</b>	<b>237,000</b>	<b>237,000</b>	<b>237,000</b>

### 3.7 UK Fiscal Policy and the Autumn Statement 2022

3.8 On 17 November, the Chancellor of the Exchequer delivered his Autumn budget which set out the governments planned spending and revenue position for the next two years. There were a range of fiscal policy measures outlined. Below sets out those most relevant to local government and district councils in particular:

- 3.8.1 There will be no cuts to the funding allocations announced in the Spending Review 2021. This means that the Settlement Funding Assessment (SFA) should remain unchanged for 2023/24 and 2024/25. SFA relates to the local share of business rates and revenue support grant (the Council no longer receives the latter).
- 3.8.2 Greater flexibility to raise Band D Council Tax by 2.99% (or £5, whichever is higher).
- 3.8.3 A freeze on the Business rates multiplier in 2023-24 and an extension of Retail, Hospitality and Leisure (RHL) reliefs into 2023-24, plus a Supporting Small Business Scheme (SSBS). Local authorities "will be fully compensated for the loss of income as a result of these business rates measures".
- 3.8.4 A new 7% cap on rents for social housing in 2023-24 (which is higher than the government's original 5% proposal).
- 3.8.5 The 1.25% increase in National Insurance Contributions (Health and Social Care Levy) was cancelled in September's Mini Budget, and the reversal has now been implemented. Funding was provided to public bodies by the Treasury and the Chancellor confirmed that Funding will now be clawed back – this is expected in the form of an adjustment to the Services Grant.

3.9 Full details of the allocation of funding within core spending power will be announced in the 2023-24 provisional local government finance settlement – expected on or around 21 December.

3.10 There are still several issues remaining to be resolved, even though there is no change in the overall allocations for local government on the whole. This includes confirmation of the levels of Lower Tier Services Grant (LTSG), Services Grant and New Homes Bonus (NHB). The Council is budgeting to receive a combined total of £388k across these funding streams and certainty will not be provided until the settlement is received.

## 4.0 GENERAL FUND

4.0 The draft net revenue expenditure position for the 2023/24 year is estimated to be £7.48m and funding is anticipated to be £6.96m. A deficit of in the region of £517k would be achieved on this basis. The draft General Fund Budget Summary can be found in Appendix 2.

4.1 This position represents a net increase in the net revenue expenditure of £1.07m and an increase in funding of £445k compared to the position in 2022/23.

4.2 Since the Council budgets on an incremental basis, the individual changes compared to the 2022/23 position are set out in Appendix 1. The combined position of changes proposed to the 2022/23 position are:

- 4.2.1 Funding – additional funding of £445k
- 4.2.2 Savings - £1.548m
- 4.2.3 Cost pressures - £2.43m

4.3 Across the range of proposals in Appendix 1, cost pressures generally relate to areas where additional budgetary provision is required to continue to provide critical services. There are no proposals that represent developments of service areas or that could be classified as voluntary additional expenditure, except for spend already incurred in relation to non-statutory services.

### Staffing

4.4 Staffing costs represent a significant amount of expenditure on the General Fund, with broadly three quarters of all spend relating to staffing. The table below sets out the budgetary pressures in relation to staffing.

4.5 Included in the assumptions is a turnover saving. This is based on the likely level of staff turnover within a financial year for non-critical services and represents a saving likely to crystallise over the course of the year.

4.6 Members should note that the assumed pay award for 2023/24 is now included at 3.5% following consultation work commencing by unions and sources suggesting the claim could be in the region of inflation + 2%. On this basis, the Strategic Director and S151 Officer deems it necessary to include a provision of a minimum of 3.5%.

**Table 3 – Staffing Costs**

<b>Area</b>	<b>Amount</b>	<b>Detail</b>
2022/23 Pay Award	£317k	The pay award for 2022/23 was confirmed in early November and has had the effect of increasing costs compared to the budget position because the Council had just 2% (£127k) built in to the base budget for the 2022/23 year and the actual charge is £317k (meaning an additional charge of £190k).
2023/24 Pay Award	£202k	The assumed pay award for 2023/24 is 3.5%. At the time of writing this report, speculation around the pay award level for next year is subject to union discussions and it may be that a different percentage can be confirmed when the budget is taken to draft budget stage in December 2022.
Incremental grade movements	£130k	To cover the cost of staff progressing through the contracted salary increments.
Budget Adjustments	£82k	These adjustments were made to correct/realign historic budgets.
Other budget movements	£39k	Movements on grade within 2022/23
Turnover Saving	(£118k)	This is a target savings budget based on historical vacancy data of 2% of the total establishment budget.
<b>TOTAL</b>	<b>£652k</b>	

## Funding

- 4.7 At the meeting on 15 November, the Committee confirmed its intention to raise Council Tax by the maximum level before a referendum is required and that this is in order to ensure that services are protected. As a result, council Tax funding is forecast to be £4.44m next year.
- 4.8 This is a more favourable position than originally anticipated and is due to actual housing growth achieved in 2022 being more than forecast, as well as finance re-assessing growth for 2023/24 with the planning team. Additionally, there is more funding because of the 1% referendum limit increase. The overall effect is that there is now £220k in additional council tax funding compared to 2022/23 (rather than £127k as reported in the 15 November PFD report).
- 4.9 The following sets out the options around the council tax increase, assuming increases are within or below the new referendum limit. Given the feedback already received from members, the budget is based on the maximum position, which is 2.99% (which is the highest of 2.99% or £5) and the Committee is asked to confirm his position.

**Table 4 – Council Tax increase options**

<b>%</b>	<b>New Council Tax Band D (currently £239.50)</b>	<b>Additional Council Tax Funding (compared to 2022/23) *</b>
1%	£241.90	£135,178
1.99%	£244.27	£177,825
2.99%	£246.66	£220,903
£5	£244.5	£182,033

*\* it is important to note that the total additional income is also affected by the overall tax base, which has increased due to confirmation of growth.*

- 4.10 Business Rates is budgeted at £2.18m and this will be confirmed by the provisional settlement. Growth on rates achieved is expected, but is assumed to be low. The resultant position represents a £270k increase on the 2022/23 budget position, most of which is anticipated to be through the compensation that the government pay to local authorities in light of the multiplier freeze. Further work to determine the rates position for 2023/24 will be undertaken as part of determining the "NDR1" in January 2023, which sets the business rates taxbase for the following year.
- 4.11 Lower Tier Services Grant is budgeted at £61k, Services Grant at £80k and New Homes Bonus at £247k. These funding streams and certainty will not be provided until the settlement is received. The Section 151 Officer has assessed the position and acting on the advice of the Council's financial advisor, Pixel Financial Management, recommends that these areas of funding are budgeted for.

## **Income**

- 4.12 Since the PFD meeting on 15 November, officers have progressed with Members request to determine the net cost of providing the green waste service against the income generated.
- 4.13 To do this, the forecast budgetary position for 2023/24 was established for the waste service, and an apportionment exercise carried out to attribute direct and indirect relevant costs. After allowing for the recovery of corporate costs such as vehicle depreciation, insurance and organisational overheads, the service costs approximately £450k per annum. With the income position expected to be in the region of £550k, this means that the service is currently generating an operating surplus, which is used to offset the deficit on the General Fund. As such, officers are not proposing to vary the charges for 2023/24 and for these to be maintained at £50.
- 4.14 At the request of the Committee, the Strategic Director and finance have undertaken a review of the ability for the service to be offered on a pro-rata basis and has confirmed that the rationale for annual permits was at a saving to the Council of £20k and that to move away from this would now reintroduce additional officer administration time and external costs through the green waste sticker supplier (since stickers have been negotiated on an annual basis for scale of charging).
- 4.15 Car parking charges are frozen within this budget, based on Member feedback with relevance to the surplus anticipated on the car parking trading account in-year. However, it is important to recognise that the overall car parking trading account, which allows for the apportionment of income against costs in the preceding four years, represents a deficit position and is likely to do so until around 2027.

## **Summary of Changes since 15 November 2022 PFD**

- 4.16 The following sets out all of the changes in this draft budget, since it was presented to PFD on 15 November:
- 4.16.1 Staffing costs – increase in the assumed pay award from 2% to 3.5%
  - 4.16.2 Audit fees – following clarification of the likely audit fee position in 2023/24, the additional funding required is expected to be in the region of £48k as opposed to the £172k initially budgeted.
  - 4.16.3 Change in Employers National Insurance (as per paragraph 3.8.5 above)
  - 4.16.4 Removal of the increase in car parking fees following discussion at the PFDC meeting on 15 November and with relevance to the surplus anticipated on the car parking
  - 4.16.5 Removal of new proposed additional service to allow for the purchase of 2<sup>nd</sup> permits – this will be considered as part of the car parking review in Q1 2023/24.
  - 4.16.6 A revision to financing costs (minimum Revenue Provision – MRP) based on changes to the timing of projects in the 2022/23 capital programme
  - 4.16.7 An increase in costs relating to fuel, based on the 12p per litre increase confirmed by the Office for Budget Responsibility (OBR) in the Autumn Statement
  - 4.16.8 The additional income on green waste charges has been removed, as set out above.

## **Impact on reserves**

- 4.17 The below shows the impact of the proposed draft budget on the level of General Fund unallocated reserves. The position forecast at March 2023 is based on current reserves (which



includes the amounts reallocated detailed in 3.2 above) adjusted for the forecast outturn on the 2022/23 General Fund which will need to be met through reserves.

Type of Reserve	1 April 2022 Opening Balance £000s	Adjustments made in year	Balance November 2022	Used to close budget/i n-year variance £000s	1 April 2023 Estimated Balance £000s	Estimated Use of Reserves 23/24 £000s	31 Mar 2024 Estimated Balance £000s
General Fund	1,144	407	1,551	-611	940	-517	423
Earmarked Reserves	1,672	-798	874		874	-108	766
<b>Total Usable Revenue Reserves</b>	<b>2,816</b>	<b>-391</b>	<b>2,425</b>	<b>-611</b>	<b>1,814</b>	<b>-625</b>	<b>1,189</b>
Capital Reserves	806	-806	0		0	1,705	1,705
Capital Grants Unapplied	25		25		25	0	25
<b>Total Usable Capital Reserves</b>	<b>831</b>	<b>-806</b>	<b>25</b>	<b>0</b>	<b>25</b>	<b>1,705</b>	<b>1,730</b>
Ringfenced - Covid 19; Disabled Facilities and S31 Monies	387	-364	23		23	0	23
<b>Total General Fund Reserves</b>	<b>4,034</b>	<b>-1,561</b>	<b>2,473</b>	<b>-611</b>	<b>1,862</b>	<b>1,080</b>	<b>2,942</b>

## 5.0 HOUSING REVENUE ACCOUNT

5.0 The draft net cost of service position for the 2023/24 year is estimated to be a balanced position, with a small surplus of £20k. Appendix 4 sets out the HRA budget summary.

5.1 This position represents a net improvement of £70k compared to the budgeted position in 2022/23.

5.2 The individual changes compared to the 2022/23 position are set out in Appendix 3. The combined position of changes proposed to the 2022/23 position are:

5.2.1 Savings and Income Growth - £435k

5.2.2 Cost pressures - £365

### Rent and other charges

5.3 In the proposals presented to PFD in November, the consultation outcome on social rents had not been announced. 5% was assumed at the time as this was the government's preferred position.

5.4 Rental income is now assumed to be in line with the confirmed maximum rent policy position set out by government, of 7%. This equates to additional funding of £356k compared to 2022/23. By increasing rents by the maximum level available, the Council will ensure it maximises its funding position and ensure essential repairs and maintenance are undertaken, including investment in energy efficiency measures to a selection of properties as part of the Social Housing De-Carbonisation Fund.

5.5 The following sets out some options around the rent increase, assuming increases are within or below the new cap on social rents. The Committee is recommended to approve the recommended option of a 7% increase.

**Table 5 – Rent increase options**

%	Average Rent per property (currently <b>£88.97</b> )	Additional Rental Income (compared to <b>2022/23</b> ) *
3%	£92.10	£153k
5%	£93.90	£254k
7%	£95.70	£356k

5.6 In line with rental income; garages, service charges and shop rents are proposed to increase by 7%. The net effect of this is £3k.

**Summary of Changes since 15 November 2022 PFD**

5.7 The following sets out all of the changes in this draft budget, since it was presented to PFD on 15 November:

- 5.7.1 Staffing costs – increase in the assumed pay award from 2% to 3.5% as per the General Fund;
- 5.7.2 An increase in interest charges on the HRA as a result of a more detailed review of HRA borrowing;
- 5.7.3 Additional rental income and income from other garage and housing charges as a result of confirmation of the 7% rent cap.

**Impact on reserves**

5.8 The below shows the impact of the proposed draft budget on the level of General Fund unallocated reserves. The position forecast at March 2023 is based on current reserves (which includes the amounts reallocated detailed in 3.2 above) adjusted for the forecast outturn on the 2022/23 General Fund which will need to be met through reserves.

Type of Reserve	1 April 2022 Opening Balance  £000s	Adjustmen ts made in year	Balance Novemb er 2022	Used to close budget/in- year variance  £000s	1 April 2023 Estimat ed Balanc e £000s	Estimat ed Use of Reserv es 23/24 £000s	31 Mar 2024 Estimat ed Balanc e £000s
HRA	1,155		1,155	-154	1,001	20	1,021
Earmarked Reserves	730		730		730	0	730
<b>Total Usable Revenue Reserves</b>	<b>1,885</b>	<b>0</b>	<b>1,885</b>	<b>-154</b>	<b>1,731</b>	<b>21</b>	<b>1,751</b>
Capital Reserves	677	-500	177		177	0	177
<b>Total Usable Capital Reserves</b>	<b>677</b>	<b>-500</b>	<b>177</b>	<b>0</b>	<b>177</b>	<b>0</b>	<b>177</b>
Ringfenced - Major Repairs Reserve	449	0	449	342	0	-449	342
<b>Total HRA Reserves</b>	<b>3,011</b>	<b>-500</b>	<b>2,511</b>	<b>188</b>	<b>2,699</b>	<b>-429</b>	<b>2,270</b>

## 6.0 Scale of Fees and Charges

6.1 The Council charges for a number of its services that are provided to the public. All fees and charges are reviewed on an annual basis as part of the budget process. Charges set by the Council are increased in line with inflation or other factors taken in to consideration, in line with the Corporate Charging Policy:

- Statutory obligations
- Policies objectives of the Council;
- Local market research and competition (where relevant);
- The impact of price changes on activity level of demand;
- Changes in taxation;
- Budget position and any associated gap;
- The cost of providing the service.

6.2 Included at Appendix 5 is the proposed charge position, together with of explanation of changes to individual charges.

## 7.0 CAPITAL PROGRAMMES

7.1 The proposed draft Capital Programme position for 2023/24 and indicative position for 2024/25 – 2027/28 is set out in Appendix 6.

### General Fund Capital Programme

7.2 Proposals funded through 'unsupported borrowing' on the General Fund impact the 'Minimum Revenue Provision' (MRP) estimate for future years, which effectively is a method of calculating the estimated repayment of that internal borrowing. MRP is funded through revenue, and so an increase in capital expenditure plans funded through unsupported borrowing, increases expenditure on the General Fund in respect of MRP. The proposals below constitute new capital schemes only.

7.3 The total General Fund programme for 2023/24 is £1.258m, consisting of slippage and new schemes.

7.4 Slippage of £781k is assumed on the General Fund: £300k Brocks Hill construction, £350k "Invest to Save" (pending the identification of suitable projects) and £51k originally set aside for capital maintenance of Bushloe House and the car park, which has now been reprofiled into future years for the purposes of maintaining Brocks Hill.

7.5 The total of the General Fund new schemes will increase the pre-agreed capital programme for next year by a further £573k.

7.5.1 **£35k for Multi use basketball / football court at Freer Park, Carlton Drive, Wigston** - This budget request is a health and safety provision due to the poor condition of the current play equipment. The funds will be utilised for the installation of an all-weather, fenced, level surfaced basketball and football combination play area and has been proposed by a member of the public supported by their ward councillor.

7.5.2 **£15k for Tree Works – All Saints and St Wistans Churchyards** - All Saints and St Wistans churchyards are 'closed churchyards' and fall to OWBC to maintain. The trees in both churchyards require pollarding (where appropriate) or reducing in height to maintain their lifespan and to prevent them outgrowing their allotted space.

Pollarding should be carried out every few years but has not been carried out on these trees for some time.

- 7.5.3 **£5k for Repairs to Roll of Honour** - OWBC is responsible for the Roll of Honour situated in All Saints Churchyard in Wigston. The Roll of Honour commemorates service personnel who died during World War 1 and is in a poor state of repair.
- 7.5.4 **£7.5K for Partial Replacement of Christmas Lights** - The partial replacement of the Christmas Lights used in the three town centres will complete the latest round of upgrading the lights for displays. They do, over time, deteriorate, become dimmer and inefficient and there is therefore a need to replace them. Replacement is done in stages to spread the cost over different financial years. The lights displays are placed in Oadby, Wigston and South Wigston town centres. This budget also covers installation of new electric points to ensure that the lights continue to work efficiently and that points are not over capacity. Any additional lights required for areas not already covered will be funded from this budget.
- 7.5.5 **£510k for Vehicle Refurbishment** - Following on from a Fleet Management Review, it was determined that there is a requirement to replace vehicles that have come to the end of their useful life every five to seven years. It is important to know that when ordering a new vehicle, there is a lead time for delivery of up to 6 months. It is therefore imperative that a rolling capital budget is made available every financial year for the vehicle refurbishment and purchase of new vehicles. This includes provision for HRA caretaking vehicles. The capital provision for 2024/25 – 2027/28 is set to allow the service to order vehicles in time, allowing for lengthy lead-in times, however the provision for these years remains indicative only and is subject to further detailed work which will be undertaken in setting the budget for 2024/25.

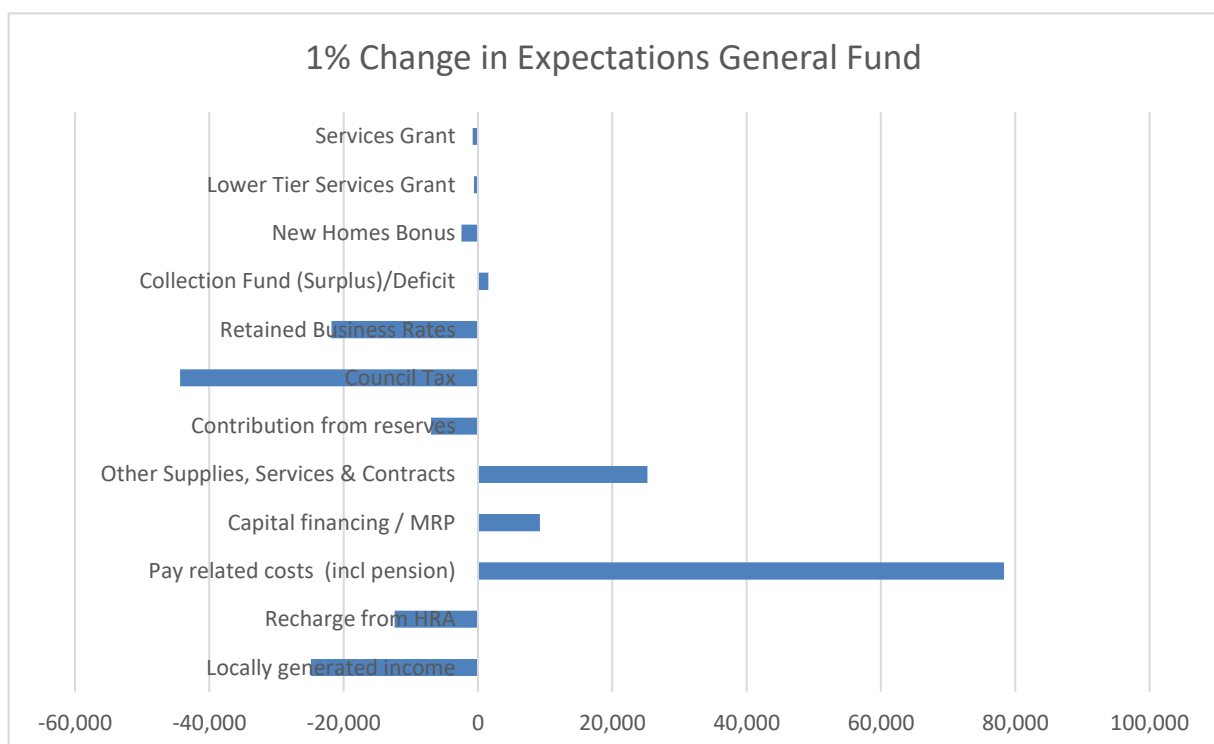
## **Housing Revenue Account Capital Programme**

- 7.6 The total HRA Capital Programme for 2023/24 is proposed to be £4.04m.
- 7.7 £2.44m of this represents slippage from the 2022/23 year.
- 7.8 The new proposals below total £2.01m.
- 7.8.1. **£0.501m of the slippage to match fund the Social Housing Decarbonisation Fund** to upgrade approximately 130 of the Council's housing stock which is currently below Energy Performance Certificate (EPC) C. The properties are all bungalows. The retrofit measures undertaken will improve and deliver warm energy efficient homes, reduce carbon emissions and tackle fuel poverty. This will be achieved through: Loft and solid floor insulation (this is to enhance existing cavity works that have been completed in the past); Draughtproofing; Ventilation works; Double glazing; and install of Solar PV arrays on (where properties are suitable).
- 7.8.2 **£1.5m** - Annual HRA Program of Works for maintaining the decent homes standard and will include elemental replacements such as kitchens, bathrooms, roofs, windows and doors and so on. This was included in the MTFS. The exact allocation of funds between specific schemes will not be determined until the full Stock Condition Survey is complete around April 23.
- 7.8.3 **£100k for Stock Condition Survey & Business Plan review** - The last stock condition survey was carried out in 2011. Changes in legislation, services and information has resulted in the need for an up to date survey and review of the business plan. As per the above this will inform the exact allocation of funds for the annual HRA Programs of Works.

## 8.0 Robustness of estimates and adequacy of reserves: Draft Budget 2023/24

- 8.1 The Local Government Act 2003 requires the Council's Chief Financial Officer (Section 151 Officer) to comment on the robustness of the estimates and also on the adequacy of the proposed reserves. Members must have regard to these comments when making a decision on the budget proposals for the forthcoming year.
- 8.2 The Section 151 Officer considers that the estimates which form the General Fund and Housing Revenue Account are robust and prudent, and the proposals are deliverable for 2022/23. Sustainability Programme savings as set out in this report, are built into the General Fund for 2023/24. Members should note that these savings will pose a challenge for both officers and members in 2023/24 and further in the future when savings required increase. The delivery of savings will be instrumental to the Council's financial resilience.
- 8.1 Based on current estimates for 2022/23 outturn and the 2023/24 year, the Council has an adequate level of reserves to balance the budget in 2023/24 on its General Fund. However, these estimates project the closing reserves to be £400k (£1.2m including earmarked reserves).
- 8.2 The Section 151 Officer has revisited the reserves risk assessment undertaken as part of the Medium Term Financial Strategy in September and concludes that the Council's general fund reserves position is now outside of the safe tolerance level.
- 8.3 Furthermore, the Council is susceptible to volatility in budgetary estimates. A relatively small change in the underlying assumptions can produce significant changes. The below sets out the impact of a 1% change in assumptions within the 2023/24 budget:

**Chart 2 – Annual impact of a 1% change**



- 8.4 If forecasts for the current or 2023/24 year are less favourable than projected, the Council could be in a position where it has exhausted all of its reserves. If this situation occurred, urgent corrective action would need to be undertaken and if such action is not successful, a

section 114 notice issued and a period of spending prohibition begins (where new spend agreements are effectively halted).

- 8.5 As detailed within this report, the Council has shaped how it intends to deliver savings through its Sustainability Programme. This programme is now instrumental in ensuring that savings are delivered and that both planned and unplanned use of reserves is minimised.
- 8.6 Looking further ahead, It is widely understood that in the future, all local authorities will face a reduction in core funding from the Government once changes to the current funding regime (in particular New Homes Bonus and Business Rates) are introduced – particularly against the backdrop of recovering from the impact of COVID-19 which also has the potential to affect the council's spending. Changes in grant funding will present a further significant risk to the Council. Work on the Medium Term Financial Plan will be presented to Members as part of the final budget in February 2023.
- 8.7 The Housing Revenue Account position in contrast remains in a more sustainable position, particularly now that the rent cap is confirmed at 7%. However, financial risks exist around: rising interest rates and the fact that the service needs to refinance debt on a regular basis and is therefore exposed to further increases in this regard; energy costs; rent collection rates, which are highly susceptible to economic conditions and the level of properties sold through right to buy.

## Appendix 1 – GF Non-Staff Budget Proposals

### Cost Pressures – Increase in Expenditure

Service	Revised Budget 22/23	2023-24 Permanent Growth	2023-24 One-off Growth	Description
Emergency Accommodation	14,300	31,700		The net growth of £32k is in relation to several movements in budgets associated with the provision of emergency accommodation.
Metric & WorldPay	0.00	18,000.00		£12k for the maintenance and servicing contract -new expenditure following the extension of car parking charges since the machines only came with 12 month warranty. Plus, a further £6k to cover the increase in banking fees for the Pay by Phone app. The figure is higher than anticipated due to the popularity of this payment option and is covered by additional income generated due to scheme demand.
Subscriptions	17,000.00	9,000		- Permanent growth for annual subscription costs for the council's main digital communication platform (Gov Delivery) and staff access health and safety administration system (DashPivot). This would be utilised across all departments and modernising the monitoring of business critical health and safety practices to a digital format will improve record keeping and accuracy, ensuring the Council's working practices and procedures are robust.
Audit Fees	149,000.00	72,000.00		This budget proposal includes External Audit Fees £48k and Internal audit £24k. Authorities have been advised to anticipate a major reset of total external audit fees following an announcement made by the Public Sector Auditor Appointments in October 2022 The Internal Audit budget was not correctly budgeted for in previous years and this change reflect this and the achievement of a (£10K) saving because of the management of risk being brought back in-house.

				The budget increase of £240k is for the expected increase in the MRP provision of £65k for the year and a further, largely unanticipated increase in interest payments of £175k, to reflect the ongoing outlook in respect of interest rates. A further estimate will be undertaken in this area once the Office for Budget Responsibility (OBR) publishes its revised forecasts alongside the Autumn Statement – expected 17 November 2022
Debt Charges	720,900	240,100.		
Software Costs	308,400	192,300		The increase in costs is predominantly due to a range of budget areas to cover the cost of managing the Council's IT service in-house. Various changes are proposed, including specific inflationary increases to the Council's Customer Service Relationship Manager system, specific software in respect of IT infrastructure, security and backup and a new licence for the revenues and benefits system.
Local Plan	0.00	105,000		No contribution was made in the 2022/23 financial year to assist with 2022/23 budget setting on the basis that a larger value would be set aside from 2023/24. Currently, £270k is set aside in an earmarked reserve for the purposes of funding the Local Plan examination. Indications are that the total cost of the local plan examination could be between £385k and £575k. Given the budget challenges the Council faces, the median position (the middle position of the low and high estimates) of £480k will be budgeted for, meaning a further £210k is required. In order to spread this cost, this will be split over the next 2 years at £105k in 2023/24 and £105k in 2024/25.
Insurance Recharge	185,600	17,500		Increases due to Insurance contract renewal
Fuel Oil & Grease	128,900	46,700		Increase in budget due to the high energy prices. This is currently in line with the latest OBR forecasts (March 2022) which show a reduction in prices compared to levels currently being experienced. This may change



				and will be reviewed again after the OBR refresh in November.
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**Cost Pressure – Reduction in Income**

Service	Revised Budget 22/23	2023-24 Permanent Growth	2023-24 One-off Growth	Description
Grant Repayment	-10,000.00	10,000.00		Lightbulb Scheme came into effect in 2017. After 5 years any repayment of Disabled Facilities Grant will be administered directly through the scheme. The Council has received less income because of fewer deaths and property sales. We do not expect to receive repayments for grants awarded from this point forward as grants are administered through the Lightbulb Scheme.
Rent	-6,240.00	6,240.00		Reduction in income. This budget is no longer achievable as we no longer use council housing stock for homelessness prevention and is legacy budget correction.

**Savings – Reduction in Expenditure**

Service	Revised Budget 22/23	2023-24 Savings Plan	2023-24 One-off Growth	Description
Parking Charges	-550,000.00	-25,000.00		An increase in parking charges is not proposed, since the current projections based on existing and forecast demand is that the scheme will maintain its full cost recovery position for the foreseeable future, with the position on the car parking trading account being that the historic deficit will be fully recovered in circa 2025/26.
White Goods	-14,300.00	-15,700.00		Based on demand for this service being higher than previously budgeted plus an assumed increase of 7% to reflect the increase in fuel, other supplies and services and staffing cost increases (this year and next) in providing the service.

Garden Waste Service	-494,000.00	-56,000	The income projection is based on the performance in respect of demand 2022/23.
Legal Fees	-5,000.00	-20,000.00	Charge out professional legal services of qualified personnel to other Council's on an ad-hoc or shared service arrangements. Benchmarking has identified that several other Local Authorities (LA's) already offer this paid for service. Of the LA's identified the fee charged ranges between £100 to £300 for householder planning applications depending on the guaranteed Decision date. This change is in relation to demand and not the level of charges.
Taxi Licencing	-131,600.00	-6,000.00	Based on a 3% increase to cover the increased costs of staffing arising from the national pay award this year (2022/23) and likely next year (2023/24) in providing the service.
Business Licencing	-228,200.00	-10,000.00	It is accepted that there is the potential to increase income by c£10k through recovery of outstanding fees. This is in relation to demand only and there are no changes proposed to charges here.

#### Savings – Increase in Income

Service	Revised Budget 22/23	2023-24 Savings Plan	2023-24 One-off Growth	Description
External Contractors	100,000.00	-100,000.00		This is in respect of a contingency budget of £100k that was utilised in 2022/23 to cover the reduced manage fee receivable from SLM. Now that the SLM contract renegotiation has been agreed by Council, this £100k has been adjusted to reflect the renegotiated contract position for 2023/24
Public Cleansing Recharge	21,000.00	-21,000.00		This charge used to cover cleaning for bottle banks historically and is no longer required.
Printing Charges	21,300.00	-6,000.00		A reduction in expenditure of (£6k) to be achieved by reducing the printing, packaging, and posting and increasing electronic messaging of

				agenda packs for committee meetings.
Sustainability Programme	0.00	-50,000.00		This is the first annual Sustainability Plan target in respect of service reviews next year. The saving has not yet been identified from budget lines and is subject to the Service Review timetable being implemented as part of the Sustainability Plan programme. The result of the service review will be for officers to make recommendations to members on service provision, which may include models of alternative delivery, including sharing with another council and outsourcing, will be considered as options to identify savings, along with service changes. An update, including the intended approach and service review programme, is due to be presented to the Service Delivery Committee at its next meeting.

### Service Development

Service	Revised Budget 22/23	2023-24 Savings Plan	2023-24 One-off Growth	Description
Bushloe House	130,415.00	-71,734.00		Expected savings on utilities and maintenance due to move, pro rata'd on the assumption that we move end of Jun 23.
Community Lottery JW	0.00	-20,000.00		Community Lottery was approved at Full Council in September 2022. Based on assumed demand in the form of ticket sales, of approximately 6,000 tickets per year, the net income achievable in year 1 is estimated at £20,000 for year 1.
Events - Rob Helliwell	0.00	-8,000.00		Events in the borough was approved by the Full Council in September 2022. It is anticipated that a target level of £10k will be achieved if the council uses its existing resources to support events in the Borough

<b>TOTAL – SERVICE DEVELOPMENT</b>		<b>-99,734.00</b>	<b>0.00</b>	
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BUDGET PAPERS 2023/24

Revised Budget 21/22	Service	Revised Budget 22/23	2023-24 Savings Plan	2023-24 Permanent Growth	2023-24 One-off Growth	2023-24 Transfers	2023-24 Proposed Budget
		£	£	£	£	£	£
165,060	Legal & Governance	669,270	(147,680)	167,500	65,200	0	754,290
2,279,600	Customer Services & Transformation	2,452,008	(215,590)	594,070	5,000	0	2,835,488
2,235,953	Finance & Resources	1,814,048	(374,925)	678,780	0	0	2,117,903
(1,053,000)	Debt Charges	(720,900)	0	(240,100)	0	0	(961,000)
1,182,953	Finance & Resources	1,093,148	(374,925)	438,680	0	0	1,156,903
834,000	Senior Leadership Team	652,210	(12,300)	47,050	0	0	686,960
600,438	Community & Wellbeing	30,735	(381,634)	210,757	0	0	(140,142)
966,600	Built Environment	980,020	(415,840)	659,286	0	0	1,223,466
<b>6,028,651</b>	<b>NET COST OF SERVICES</b>	<b>5,877,391</b>	<b>(1,547,969)</b>	<b>2,117,343</b>	<b>70,200</b>	<b>0</b>	<b>6,516,965</b>
200,900	Net Interest Costs	191,100	0	175,600	0		366,700
852,100	Provision for Repayment of Borrowing	529,800	0	64,500	0		594,300
<b>7,081,651</b>	<b>TOTAL EXPENDITURE</b>	<b>6,598,291</b>	<b>(1,547,969)</b>	<b>2,357,443</b>	<b>70,200</b>	<b>0</b>	<b>7,477,965</b>

<b>FUNDING</b>							
(579,827)	Earmarked Reserves	(395,972)	395,972	0	(108,400)	0	(108,400)
(2,120,801)	Retained Business Rates	(1,911,955)	(270,000)				(2,181,955)
2,178,713	Collection Fund (Surplus)/Deficit – BR	184,449					184,449
(2,178,713)	S31 Business Rates EMR Funding	0					0
0	BR Pooling Dividend (including 100%/75%)	0					0
0	Lower Tier Grant	(70,555)	10,000				(60,555)
(242,000)	Covid Support Grant	0					0
0	Services Grant - One-off	(106,320)	26,000				(80,320)
(195,000)	New Homes Bonus	(131,610)	(115,000)				(246,610)
(4,117,515)	Council Tax – OWBC	(4,215,703)	(221,000)				(4,436,703)
173,492	Collection Fund Bal – CTax	(30,625)					(30,625)
0	General Fund Reserve	0					0
<b>(7,081,651)</b>	<b>TOTAL FUNDING</b>	<b>(6,678,291)</b>	<b>(174,028)</b>	<b>0</b>	<b>(108,400)</b>	<b>0</b>	<b>(6,960,719)</b>

<b>0</b>	<b>BUDGET GAP</b>	<b>(80,000)</b>	<b>(1,721,997)</b>	<b>2,357,443</b>	<b>(38,200)</b>	<b>0</b>	<b>517,246</b>
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# Appendix 3

## Appendix 3 – HRA Non-Staff Budget Proposals

### Cost Pressures – Increase in Expenditure

Service	Revised Budget 22/23	2023-24 Permanent Growth	2023-24 One-off Growth	Description
Electricity	38,500		18,000	The increase in the cost for electricity reflects the sharp rise in energy prices. We expect this charge to be passed on to tenants via service charges.
Computer Software	65,200		45,200	Orchard and Asset Management have been transferred to MRI for hosting and day to day management of the systems. Historic budgets had not increased to reflect annual management and hosting charges. A budget of (£45k) is required.
Compensation	0		10,000	Guidance and regulation require social landlords to pay compensation for service failures. A budget of (£10k) is required to accommodate the current level of complaints received.
Repairs & Maintenance	860,000		165,100	The increase in costs are predominantly due to forecast increase in Contractor and Supplier costs. Schedule of Rates (SOR), the basis for which repairs costs are charged, are estimated to increase by 14%, according to the National Housing Federation.
Interest Charge			60,671	Increase in interest charges.

**Savings – Reduction in Expenditure**

<b>Service</b>	<b>Revised Budget 22/23</b>	<b>2023-24 Savings Plan</b>	<b>2023-24 One-off Growth</b>	<b>Description</b>
De-minimus savings		(7,300)		

**Savings – Increase in Income**

<b>Service</b>	<b>Revised Budget 22/23</b>	<b>2023-24 Savings Plan</b>	<b>2023-24 One-off Growth</b>	<b>Description</b>
Rents - Dwellings	(5,086,000)	(356,020)		This budgetary increase is based on the anticipation that a rent cap of 7% will be applied for 2023-24 and that Members support this.
Service Charges for Lease Held Flats	(24,900)	(1,743)		This budgetary increase is based on the anticipation that a rent cap of 7% will be applied for 2023-24 and that Members support this.
Rents - Shop	(16,900)	(1,183)		This budgetary increase is based on the anticipation that a rent cap of 7% will be applied for 2023-24 and that Members support this.

BUDGET PAPERS 2023/24 - HRA

Revised Budget 21/22	Service	Revised Budget 2022/23	2023-24 Savings Plan	2023-24 Permanent Growth	2023-24 One-off Growth	2023-24 Proposed Budget
(3,523,800)	Housing Revenue Account	(3,528,800)	(358,946)	0	0	(3,887,746)
1,689,600	Estate Management	1,809,300	(8,920)	55,200	0	1,855,580
	<b>Older Persons Services and Community Care:</b>					
(7,700)	Churchill Close	(8,800)	0	0	0	(8,800)
4,000	Marriott House	3,500	0	0	0	3,500
5,500	William Peardon Court (Kings Drive)	4,900	0	0	0	4,900
77,540	Communal Services	77,540	(1,100)	18,000	0	94,440
	<b>Caretakers Services:</b>					
200	Elizabeth Court	200	0	0	0	200
100	Bennett Way	100	0	0	0	100
100	Boulter Crescent	100	0	0	0	100
100	Burgess St, Maromme Sq, Junction Rd	100	0	0	0	100
0	Housing Section	0	0	0	0	0
	<b>Total Supervision &amp; Management:</b>					
1,300,420	Repairs & Maintenance	1,067,000	(66,375)	230,600	0	1,231,225
<b>(453,940)</b>	<b>NET COST OF SERVICES</b>	<b>(574,860)</b>	<b>(435,341)</b>	<b>303,800</b>	<b>0</b>	<b>(706,401)</b>
625,000	Capital Charges	625,000	0	60,671	0	685,671
90,660	Appropriations	0	0	0	0	0
	Year End Adjustments	0				
<b>715,660</b>	<b>(Surplus) / Deficit</b>	<b>50,140</b>	<b>(435,341)</b>	<b>364,471</b>	<b>0</b>	<b>(20,730)</b>
	Reserve Balance B/Fwd	(1,155,000)				(1,001,000)
261,720	(Surplus) / Deficit for Year	50,140				(20,730)
	<b>Reserve Balance C/Fwd</b>	<b>(1,104,860)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(1,021,730)</b>



DEVELOPMENT CONTROL COMMITTEE

1	DESCRIPTION OF CHARGE	VAT	GL ACCOUNT CODE	UNIT	DATE OF LAST CHANGE	2022-23	2023-24	%age	£ increase	Externally Set	Explanation regarding the recommended level of charge
						£	£	increase			
	<b>BUILDING CONTROL &amp; PLANNING - COMMON CHARGES</b>										
	<b>1.1 PLANNING AND BUILDING CONTROL FEES</b>									X	
	(a) Statutory Charge set by Central Government and Local Authorities										
	<b>1.2 BUILDING AND PLANNING RECORDS SEARCH</b>										
	(a) Domestic development	N	40001 9356	Per Hour	01-Apr-21	42.48	50.00	17.69%	7.52		Charge raised to a £50 minimum charge.
	(b) Commercial enquiries	N	40001 9356	Per Hour	01-Apr-21	84.44	85.00	0.66%	0.56		Charge raised based on benchmarks
	<b>1.3 COPY OF PLANS, DOCUMENTS &amp; DECISIONS**</b>										
	If the total charge (at the rates below) does not exceed £3.00 then no charge will made to provide the requested copies.										
	(a) A4 size (black and white) per sheet*	N	40001 9206	Each	01-Apr-13	0.10	0.10	0.00%	0.00		
	(b) A4 size (colour) per sheet*	N	40001 9206	Each	01-Apr-13	1.00	1.00	0.00%	0.00		
	(c) A3 size (black and white) per sheet*	N	40001 9206	Each	01-Apr-13	0.15	0.15	0.00%	0.00		
	(d) A3 size (colour) per sheet*	N	40001 9206	Each	01-Apr-13	2.00	2.00	0.00%	0.00		
	(e) A2 size per sheet	N	40001 9206	Each	01-Apr-17	8.50	8.50	0.00%	0.00		
	(f) A1 per sheet	N	40001 9206	Each	01-Apr-17	8.50	8.50	0.00%	0.00		
	(g) A0 per sheet	N	40001 9206	Each	01-Apr-17	8.50	8.50	0.00%	0.00		
	<b>1.4 PRE APPLICATION CHARGES</b>										
	TPO or Conservation Area Enquiry (i.e. is my property is a Conservation Area or do I have trees subject to a Tree Preservation Order)		40001 9395	Each			20.00				New charge. Previously a free service. Information available for free online, but if Officer response wanted a fee is now charged.
	Written Householder Advice – small scale extensions to one house or a single flat; small scale development within the curtilage of the property.		40001 9395	Each			115.00				Replaced previous Householder Proposal Enquiry charges.
	Written Householder Advice (with heritage / arboricultural issues) – small scale extensions to one house or a single flat; small scale development within the curtilage of the property.		40001 9395	Each			165.00				New charge to take account of additional expense of heritage and arboricultural officer advice.
	Small scale development advice (commercial) - Small scale extensions / alterations (including advertisements) to commercial or similar premises, below 100 m2.		40001 9395	Each			185.00				New charge. Replaces previous charge relating to Change of Use / No additional floor space / telecoms / advertisements etc.
	Small to Medium scale development advice (commercial) - small to medium scale extensions / alterations (including advertisements) to commercial or similar premises, between 100 and 500 m2.		40001 9395	Each			290.00				New charge. Replaces previous charge relating to Additional floor space up to 500 square metres.
	Medium scale development advice (commercial) - medium scale extensions / alterations (including advertisements) to commercial or similar premises, between 500 and 999 m2.		40001 9395	Each			810.00				New charge. Replaces previous charge relating to Between 500 and 999 additional square metres.
	Larger scale development advice (commercial) - larger scale extensions / alterations (including advertisements) to commercial or similar premises, over 1,000 m2.		40001 9356	Each			1,625.00				New charge. Replaces previous charge relating to Over 1000 additional square metres.
	(a) New Residential Unit Enquiries (including if permission is required)										
	1-3 new dwellings	I	40001 9395	Per Enquiry	01-Apr-21	314.70	350.00	11.22%	35.30		Increased by circa 10 per cent from 2022-23 charge
	4-9 new dwellings	I	40001 9395	Per Enquiry	01-Apr-21	734.30	810.00	10.31%	75.70		Increased by circa 10 per cent from 2022-23 charge
	10-49 new dwellings	I	40001 9395	Per Enquiry	01-Apr-21	1573.50	1,740.00	10.58%	166.50		Increased by circa 10 per cent from 2022-23 charge
	50-199 new dwellings	I	40001 9395	Per Enquiry	01-Apr-21	2622.50	2,895.00	10.39%	272.50		Increased by circa 10 per cent from 2022-23 charge
	200-399 new dwellings		40001 9395	Per Enquiry							New charge
	400 or more new dwellings		40001 9395	Per Enquiry							New charge
	Site visit / applicant meeting (additional fee) relating to any pre-application enquiry.		40001 9395	Per Enquiry			200.00				New charge
	Site visit / applicant meeting (additional fee) relating to any pre-application enquiry with heritage or arboricultural issues.		40001 9395	Per Enquiry			300.00				New charge
	<b>1.5 HIGH HEDGE COMPLAINTS</b>										
	Complaints via verbal or electronic means	N	40001 9369	Per Enquiry	01-Apr-21	520.30	520.30	0.00%	0.00		
	Those on means tested benefits and war pensions will receive 33% discount	N	40001 9369	Per Enquiry	01-Apr-21	347.22	347.22	0.00%	0.00		

<b>1.6 WEEKLY LIST OF ALL PLANNING APPLICATIONS</b>	N	40001 9354	Per Year	01-Apr-21	147.91	147.91	0.00%	0.00		
<b>1.7 OADBY AND WIGSTON LOCAL PLAN</b>										
New Local Plan DPD (non resident or local group)	N	40101 9206	Each	01-Apr-18	45.00	45.00	0.00%	0.00		
New Local Plan DPD (resident or local group)	N	40101 9206	Each	01-Apr-18	20.00	20.00	0.00%	0.00		
<b>1.8 OTHER DOCUMENTS</b>										
(a) Annual Monitoring Documents (Published Annually) **	N	40101 9206	Each	01-Apr-17	20.00	20.00	0.00%	0.00		
(b) Supplementary Planning Document / Statements of Consultation **	N	40101 9206	Each	01-Apr-17	20.00	20.00	0.00%	0.00		
(c) Employment Land Availability Study (Published Annually) **	N	40101 9206	Each	01-Apr-17	20.00	20.00	0.00%	0.00		
(d) Landscape Character Assessment	N	40101 9206	Each	01-Apr-17	35.00	35.00	0.00%	0.00		
(e) Oadby & Wigston Green Wedge Management Strategy	N	40101 9206	Each	01-Apr-17	35.00	35.00	0.00%	0.00		
(f) Oadby & Wigston Phase 1 Habitat Survey & Biodiversity Audit (Available on CD only )	N	40101 9206	Each	01-Apr-17	35.00	35.00	0.00%	0.00		
(g) Oadby and Wigston Employment Land and Premises Study**	N	40101 9206	Each	01-Apr-17	35.00	35.00	0.00%	0.00		
(h) Statement of Community Involvement **	N	40101 9206	Each	01-Apr-17	15.00	15.00	0.00%	0.00		
(i) Annual Monitoring Report **	N	40101 9206	Each	01-Apr-17	20.00	20.00	0.00%	0.00		
(j) Nature Conservation Strategy	N	40101 9206	Each	01-Apr-17	35.00	35.00	0.00%	0.00		
(k) Local Development Scheme**	N	40101 9206	Each	01-Apr-17	10.00	10.00	0.00%	0.00		
(l) Strategic Housing Land Availability Assessment/HEDNA **	N	40101 9206	Each	01-Apr-17	35.00	35.00	0.00%	0.00		
(m) Retail Study**	N	40101 9206	Each	01-Apr-17	35.00	35.00	0.00%	0.00		
(n) Faith Community Study & Places of Worship Needs Assessment**	N	40101 9206	Each	01-Apr-17	35.00	35.00	0.00%	0.00		
(o) Play & Recreational Facilities Study	N	40101 9206	Each	01-Apr-17	35.00	35.00	0.00%	0.00		
(p) Affordable Housing Viability Assessment	N	40101 9206	Each	01-Apr-17	35.00	35.00	0.00%	0.00		
(q) Whole Plan Viability Assessment	N	40101 9206	Each	01-Apr-18	35.00	35.00	0.00%	0.00		
(r) Assessment of Highways and Transportation Implications	N	40101 9206	Each	01-Apr-17	35.00	35.00	0.00%	0.00		
(s) Employment Sites & Brownfield Land Study	N	40101 9206	Each	01-Apr-17	35.00	35.00	0.00%	0.00		
(t) Adopted Policies Map	N	40101 9206	Each	01-Apr-17	20.00	20.00	0.00%	0.00		
<b>** Documents are available on the Councils Website free of charge</b>										
<a href="http://www.oadby-wigston.gov.uk">www.oadby-wigston.gov.uk</a>										

**BUILDING CONTROL**

**Oadby and Wigston Borough Council part of the Leicestershire Building Control Partnership. Please see the following link for fees charged by the Partnership: <https://www.lbcp.co.uk/online-services/fees-and-charges/>**

**1.9 ADVERTISING ON THE DIGITAL DISPLAY SCREENS**

(a) Community Groups/Charity	I	41001 9053	Per Week/Slot	01-Apr-16	0.00	0.00	0.00%	0.00
(b) Business Within the Borough	I	41001 9053	Per Week/Slot	01-Apr-19	15.00	15.00	0.00%	0.00
i) Introductory Offer of 4 weeks at Half Price	I	41001 9053	Per Week/Slot	01-Apr-19	7.50	7.50	0.00%	0.00
(c) Business Outside the Borough	I	41001 9053	Per Week/Slot	01-Apr-19	30.00	30.00	0.00%	0.00
i) Introductory Offer of 4 weeks at Half Price	I	41001 9053	Per Week/Slot	01-Apr-19	15.00	15.00	0.00%	0.00

NB: A Slot will show an Advert for one minute in every ten minutes  
Total Advertising Time of 9 hours 6 minutes a week (8am-9pm 7days a week)  
5% discount for 3 - 6 months  
10% discount for 6 - 12 months  
20% discount for 12 months

VAT Key

- I Inclusive of VAT
- E Exempt from VAT
- N Non Business Activity
- Z Zero-rated VAT

	DESCRIPTION OF CHARGE	VAT	GL ACCOUNT CODE	UNIT	2022-23 £	2023-24	%age increase	£ increase	Externally Set	Explanation regarding the recommended level of charge
2	<b>LICENCES</b>									
	<b>2.1 HACKNEY CARRIAGE AND PRIVATE HIRE CARS</b>									
(a)	Driver's Licence - Private Hire and Hackney Carriage* one Year - renewal only	n	42001 9333	Each	n/a	180	n/a	n/a		
	two Year - renewal only	N	42001 9333	Each	n/a	280	n/a	n/a		
i)	Three Year application and renewal	N	42001 9333	Each	280	350	25%	70		In line with benchmarks
(b)	Competence Test	N	42001 9389	Each	50	55	10%	5		
(c)	Drivers Badge - Replacement	N	42001 9333	Each	30	35	17%	5		
(d)	Private Hire Operator's Licence									
i)	Five Year 1-5 Vehicles	n	42001 9331	each	1012	1050	4%	38		Increase in line with cost increases
i)	Five Year 6-10 Vehicles	N	42001 9331	Each	1500	1550	3%	50		
	Five Year 11 + vehicles	n	42001 9331	each	2000	2060	3%	60		
ii)	Operators Licence Competency Test*	N	42001 9389	Each	50	55	10%	5		Increase in line with cost increases
e	Private Hire Vehicle Licence	n	42001 9389	each	315	350	11%	35		
(e)	Private Hire Vehicle Licence renewal	N	42001 9332	Each		350		350		in line with new application - same amount of work involved
(f)	Hackney Carriage Vehicle Licence	N	42001 9335	Each	315	350	11%	35		in line with Private hire vehicles same work involved.
	Hackney Carriage Vehicle Licence renewal	N	42001 9335	Eaach		350		350		
	Rear Bracket for Hackney and Private hire vehicle	N	42001 9332			25		25		
(g)	Replacement of Vehicle Licence Plate	N	42001 9332	Each	35	36	3%	1		Increase in line with cost increases
(h)	Transfer of Vehicle Licence to Another Licensee	N	42001 9332	Each	60	62	3%	2		
(i)				Each	n/a					
(j)	Certificate of Compliance	N	42001 9201	Each	20	25	25%	5		In line with benchmarks
(k)	Replacement of Vehicle Licence (paper)	N	42001 9332	Each	20	25	25%	5		Vehicles - All new vehicles are to include a bracket/doccy dash/ safety stickers
(l)	Replacement docu-dash	N	42001 9201	Each	8	10	25%	2		Vehicles - All renewal vehicles are to include safety stickers
(m)	Replacement Front Windscreen pouch	N	42001 9332	Each	8	10	25%	2		Rear brackets will be available to buy at £ 20.00 each
*	Excludes DBS fee £54.00 payable on application and £8.00 DVLA mandate fee									
(n)	HPI checks (new applicants)	N	42001 9383	Each	20	22	10%	2		
(o)	Vehicle checks for 6 month inspections paid to external MOT stations	N	42001 9384	Each	n/a					
(p)	Child Sexual Exploitation (CSE) Training (for new applicants & renewals)now paid to external company by applicant	N	42001 9385	Each	n/a					
	<b>2.2 LICENCE FEES</b>									
(a)	Animal Boarding Establishment (new) application Fee plus vet fees	n	42002 9323	Each	155	320	106%	165		Since 2018 all Animals Fees are set by LA's. In line with benchmarks
	Animal Boarding Establishment (new) grant of licence	N	42002 9323	Each	125	150	20%	25		Animal Welfare licences - New applicants have to pay for the vets fees on top.
(b)	Animal Boarding Establishment (renewal) Fee	N	42002 9323	Each	155	280	81%	125		
	Animal Boarding Establishment renewal grant of licence	N	42202 9323		125	150	20%	25		
i)	One Year (Up to 6 animals) see matrix	N	42002 9396	Each	280					
ii)	Two Year (Up to 6 animals) see matrix	N	42002 9397	Each						
iii)	Three Year (Up to 6 animals) see matrix	N	42002 9398	Each						
iv)	One Year (7 or more animals) see matrix	N	42002 9396	Each	300					
v)	Two Year (7 or more animals) see matrix	N	42002 9397	Each						
vi)	Three Year (7 or more animals) see matrix	N	42002 9398	Each						
(c)	Breeding of Dogs (new) application 1 breeding bitch plus vet fees	N	42002 9326	Each	155	320	106%	165		In line with benchmarks
	Breeding of Dogs 1 breeding bitch grant of licence	N	42002 9326	Each	130	150	15%	20		
(d)	Breeding of Dogs (renewal) 1 breeding bitch application	N	42002 9326	Each	155	250	61%	95		
	Breeding of Dogs (renewal) 1 breeding bitch grant of licence	N	42002 9326		130	150	15%	20		
	Breeding of Dogs 2 -3 breeding bitches application fee / renewal fee same as new	N	42002 9326		155	350	126%	195		
	Breeding of Dogs 2 -3 breeding bitches grant of licence	N	42002 9326		185	150	-19%	-35		
	Breeding of Dogs 4-5 breeding bitches application fee/renewal	N	42002 9326		155	450	190%	295		
	Breeding of Dogs 4-5 breeding bitches grant of licence	N	42002 9326		238	150	-37%	-88		
	Breeding of Dogs 6 + breeding bitches application	N	42002 9326		155	500	223%	345		
	Breeding of Dogs 6 + breeding bitches grant of licence	n	42002 9326		345	150	-57%	-195		
i)	One Year see matrix	N	42002 9396	Each						

ii)	Two Year see matrix	N	42002 9397	Each						
iii)	Three Year see matrix	N	42002 9398	Each						
(e)	Dangerous Wild Animals (new) Application fee plus Vet Fees	N	42002 9334	Each	200	250	25%	50		In line with benchmarks
	Dangerous Wild Animals grant of licence	N	42002 9334		130	150	15%	20		
	Dangerous Wild Animal grant of licence	N	42002 9334		130	150	15%	20		
(f)	Dangerous Wild Animals (renewal) application+ Vet Fees	N	42002 9334	Each	200	250	25%	50		
(g)	Hiring out horses (new) application fee 1-5 horses + Vet fees renewal fee the same	N	42002 9325	Each	155	440	184%	285		
(h)	Hiring out horses grant of licence for 1 -5 horses	N	42002 9325	Each	285	290	2%	5		
	Hiring out horses (new) application fee 6-10 horses + Vet fees renewal fee the same	N	42002 9325		155	500	223%	345		
	Hiring out horses (new) Grant of licence 6-10 horses	N	42002 9325		338	340	1%	2		
i)	Hiring of horses (new application fee of 11-20 horses	N	42002 9325		155	560	261%	405		
	Hiring out horses (new) Grant of licence 11-20 horses	N	42002 9325		392	395	1%	3		
ii)	Two Year	N	42002 9397	Each						
iii)	Three Year	N	42002 9398	Each						
(i)	Selling animals as pets (new) 1 speices application fee	N	42002 9327	Each	155	180	16%	25		In line with benchmarks
(j)	Selling animals as pets grant of licence 1 speices	N	42002 9327	Each	130	150	15%	20		
	Selling animals as pets (renewal) application fee	N	42002 9327		155	180	16%	25		
	Selling animals as pets renewal grant of licence	N	42002 9327		130	150	15%	20		
	Selling animals as pets (new) 2 + speices application fee	N	42002 9327		155	180	16%	25		
	Selling animals as pets (new) 2 + speices grant of licence		42002 9327		290	300	3%	10		
	Selling animals as pets (renewal) 2 + speices application fee		42002 9327		155	180	16%	25		
	Selling animals as pets (renewal) 2 + speices grant of licence		42002 9327		290	300	3%	10		
i)	One Year see matrix	N	42002 9396	Each						
ii)	Two Year see matrix	N	42002 9397	Each						
iii)	Three Year see matrix	N	42002 9398	Each						
(k)	Exhibiting animals (new) application fee 3 year only plus vet fvees	N	42002 9386	Each	155	180	16%	25		In line with benchmarks
	Exhibiting animals (new) grant of licence	N	42002 9386		120	150	25%	30		
	Exhibiting animals (renewal) application fee 3 year only	n	42002 9386		155	180	16%	25		
(l)	Exhibiting animals (renewal) grant of licence	N	42002 9386	Each	120	150	25%	30		
i)		N	42002 9398	Each						
(m)	Variation of licence (no visit)	N	42002 9388	Each	80	120	50%	40		
(n)	Variation of licence (visit)	N	42002 9388	Each	120	150	25%	30		
(o)	Re-evaluation of rating	N	42002 9388	Each	150	200	33%	50		
(p)	Additional activity Fee (50% of fee)	N	42002 9387	Each	77.5	80	3%	2.5		
i)	One Year	N	42002 9396	Each	50	55	10%	5		
ii)	Two Year	N	42002 9397	Each	66	75	14%	9		
iii)	Three Year	N	42002 9398	Each	82	90	10%	8		
<b>NB</b>	For licences (a) - (j), vets fees incurred by the Council will be charged to the applicant. POA = Price on Application.			Each						
(q)	Acupuncture, Tatooing, Ear piercing, Electrolysis - Registration of									
i)	Premises	N	42002 9329	Each	150	200	33%	50		In line with benchmarks
ii)	Person	N	42002 9329	Each	115	120	4%	5		
iii)	Person and premises combined	N	42002 9329	Each	225	350	56%	125		
(r)	Hairdresser - Registration of Premises and Persons									
i)	Premises	N	42002 9336	Each	150	200	33%	50		
ii)	Person	N	42002 9336	Each	115	120	4%	5		
iii)	Person and premises combined	N	42002 9336	Each	225	350	56%	125		
(s)	Scrap Metal Dealers Act 2013									
i)	Site Licence	N	42002 9337	Each	400	500	25%	100		
ii)	Renewal of Site Licence	N	42002 9337	Each	400	500	25%	100		
iii)	Collectors Licence	N	42002 9337	Each	350	400	14%	50		
iv)	Collectors Renewal of Licence	N	42002 9337	Each	350	400	14%	50		
v)	Variation to Licence (inc change of site manager)	N	42002 9337	Each	90	110	22%	20		
vi)	Change of Circumstance	N	42002 9337	Each	50	60	20%	10		
(t)	Street Trading (fixed) per outlet									
i)	1 day a week	N	42002 9440	Each	105	150	43%	45		
ii)	1 month licence	N	42002 9440	Each	125	200	60%	75		
iii)	3 month licence	N	42002 9440	Each	273	300	10%	27		
iv)	6 month licence	N	42002 9440	Each	545	580	6%	35		
v)	12 month licence	N	42002 9440	Each	740	770	4%	30		
vi)	Transfer of Consent (fixed or mobile)	N	42002 9440	Each	100	100	0%	0		
(u)	Street Trading (mobile) per outlet									
i)	1 day a week	N	42002 9440	Each	105	150	43%	45		
ii)	1 month licence	N	42002 9440	Each	125	200	60%	75		

iii)	3 month licence	N	42002 9440	Each	273	300	10%	27	
iv)	6 month licence	N	42002 9440	Each	545	580	6%	35	
v)	12 month licence	N	42002 9440	Each	740	770	4%	30	
vi)	One off Event Licence	N	42002 9440	Each	105	125	19%	20	
(v)	Sex Establishments	N	42002 9323	Each	3200	4000	25%	800	
<b>2.3 LICENSING ACT 2003</b>									
(a)	Personal Licence								
(b)	Grant or Renewal of a Personal Licence (valid for 10 years)	N	42003 9371	Each	37	37	0%	0	x
	Premises Licences / Club Premises Certificates								
	Annual Fees Rateable Value Bands :-								x
	A (no rateable value to £4,300)	N	42003 9364	Each	70	70	0%	0	x
	B (£4,301 to £33,000)	N	42003 9364	Each	180	180	0%	0	x
	C (£33001 to £87,000)	N	42003 9364	Each	295	295	0%	0	x
	D (£87,001 to £125,000)	N	42003 9364	Each	320	320	0%	0	x
	E (£125,001 and above)	N	42003 9364	Each	350	350	0%	0	x
	A multiplier is applied to premises in band D and E where they are exclusively or primarily in the business of selling alcohol								
	D (x2)	N	42003 9364	Each	640	640	0%	0	x
	E (x3)	N	42003 9364	Each	1050	1050	0%	0	x
(c)	New or Variation of Premises Licences / Club Premises Certificates								
	Application fees Rateable Value Bands :-								
	A (no rateable value to £4,300)	N	42003 9364	Each	100	100	0%	0	x
	B (£4,301 to £33,000)	N	42003 9364	Each	190	190	0%	0	x
	C (£33001 to £87,000)	N	42003 9364	Each	315	315	0%	0	x
	D (£87,001 to £125,000)	N	42003 9364	Each	450	450	0%	0	x
	E (£125,001 and above)	N	42003 9364	Each	635	635	0%	0	x
	A multiplier is applied to premises in band D and E where they are exclusively or primarily in the business of selling alcohol								
	D (x2)	N	42003 9364	Each	900	900	0%	0	x
	E (x3)	N	42003 9364	Each	1905	1905	0%	0	x
	Minor Variation of Premises Licences	N	42003 9393	Each	89	89	0%	0	x
(d)	Application / Notice								
i)	Temporary Event notice	N	42003 9372	Each	21	21	0%	0	x
ii)	Theft, loss, etc of premises licence or summary	N	42003 9373	Each	10.5	10.5	0%	0	x
iii)	Application for a provisional statement where premises being built etc	N	42003 9374	Each	315	315	0%	0	x
iv)	Notification of change of name or address	N	42003 9375	Each	10.5	10.5	0%	0	x
v)	Application to vary licence to specify individual as premises supervisor	N	42003 9376	Each	23	23	0%	0	x
vi)	Application for transfer of premises licence	N	42003 9377	Each	23	23	0%	0	x
vii)	Interim authority notice following death etc of licence holder	N	42003 9378	Each	23	23	0%	0	x
viii)	Theft, loss, etc of certificate or summary	N	42003 9379	Each	10.5	10.5	0%	0	x

All charges are set by central government, assumed no increase in line with Licensing Act 2003.

ix)	Notification of change of name or alteration of rules of club	N	42003 9380	Each	10.5	10.5	0%	0	x
x)	Change of relevant registered address of club	N	42003 9375	Each	10.5	10.5	0%	0	x
xi)	Theft, loss, etc of temporary event notice	N	42003 9379	Each	10.5	10.5	0%	0	x
xii)	Theft, loss, etc of personal licence	N	42003 9379	Each	10.5	10.5	0%	0	x
xiii)	Notification of change of name or address of premises licence holder	N	42003 9375	Each	10.5	10.5	0%	0	x
xiv)	Right to freeholder etc to be notified of licensing matters	N	49901 9356	Each	21	21	0%	0	x
<b>2.4 GAMBLING ACT 2005</b>									
(a)	<b>Small Society Lotteries</b>								
i)	Initial Application Fee	N	42004 9420	Each	40	40	0%	0	x
ii)	Renewal Fee	N	42004 9420	Each	20	20	0%	0	x
(b)	<b>Bingo Premises</b>								
i)	Premises Licence	N	42004 9410	Each	1200	1200	0%	0	x
ii)	Annual Fee	N	42004 9412	Each	554	554	0%	0	x
iii)	Variation of Licence	N	42004 9410	Each	1317	1317	0%	0	x
iv)	Change of Circumstances	N	42004 9410	Each	50	50	0%	0	x
v)	Transfer of Licence	N	42004 9410	Each	554	554	0%	0	x
vi)	Re-instatement Fee	N	42004 9410	Each	554	554	0%	0	x
vii)	Provisional Statement	N	42004 9410	Each	1317	1317	0%	0	x
viii)	Copy of Licence	N	42004 9411	Each	25	25	0%	0	x
(c)	<b>Betting Premises (Track)</b>								
i)	Premises Licence	N	42004 9404	Each	1200	1200	0%	0	x
ii)	Annual Fee	N	42004 9406	Each	554	554	0%	0	x
iii)	Variation of Licence	N	42004 9404	Each	1250	1250	0%	0	x
iv)	Change of Circumstances	N	42004 9404	Each	50	50	0%	0	x
v)	Transfer of Licence	N	42004 9404	Each	554	554	0%	0	x
vi)	Re-instatement Fee	N	42004 9404	Each	554	554	0%	0	x
vii)	Provisional Statement	N	42004 9404	Each	1317	1317	0%	0	x
viii)	Copy of Licence	N	42004 9405	Each	25	25	0%	0	x
(d)	<b>Family Entertainment Centres</b>								
i)	Premises Licence	N	42004 9323	Each	1000	1000	0%	0	x
ii)	Annual Fee	N	42004 9323	Each	554	554	0%	0	x
iii)	Variation of Licence	N	42004 9323	Each	1250	1250	0%	0	x
iv)	Change of Circumstances	N	42004 9323	Each	50	50	0%	0	x
v)	Transfer of Licence	N	42004 9323	Each	554	554	0%	0	x
vi)	Re-instatement Fee	N	42004 9323	Each	554	554	0%	0	x
vii)	Provisional Statement	N	42004 9323	Each	1317	1317	0%	0	x
viii)	Copy of Licence	N	42004 9323	Each	25	25	0%	0	x
(e)	<b>Adult Gaming Centre</b>								
i)	Premises Licence	N	42004 9414	Each	1200	1200	0%	0	x
ii)	Annual Fee	N	42004 9416	Each	554	554	0%	0	x
iii)	Variation of Licence	N	42004 9414	Each	1000	1000	0%	0	x
iv)	Change of Circumstances	N	42004 9414	Each	50	50	0%	0	x
v)	Transfer of Licence	N	42004 9414	Each	554	554	0%	0	x
vi)	Re-instatement Fee	N	42004 9435	Each	554	554	0%	0	x
vii)	Provisional Statement	N	42004 9436	Each	1317	1317	0%	0	x
viii)	Copy of Licence	N	42004 9434	Each	25	25	0%	0	x
(f)	<b>Betting Premises (Other)</b>								
i)	Temporary Use Notice	N	42004 9323	Each	500	500	0%	0	x
ii)	Replacement of Temporary Use Notice	N	42004 9323	Each	25	25	0%	0	x
iii)	Premises Licence	N	42004 9400	Each	1317	1317	0%	0	x
iv)	Annual Fee	N	42004 9402	Each	554	554	0%	0	x
v)	Variation of Licence	N	42004 9400	Each	1317	1317	0%	0	x
vi)	Change of Circumstances	N	42004 9400	Each	50	50	0%	0	x
vii)	Transfer of Licence	N	42004 9400	Each	554	554	0%	0	x
viii)	Re-instatement Fee	N	42004 9323	Each	554	554	0%	0	x
ix)	Provisional Statement	N	42004 9323	Each	1317	1317	0%	0	x
x)	Copy of Licence	N	42004 9401	Each	25	25	0%	0	x
(g)	<b>Club Gaming Machine Permits</b>								
i)	Grant of Permit	N	42004 9422	Each	200	200	0%	0	x
ii)	Grant of Permit (Club Premises Certificate holder)	N	42004 9422	Each	100	100	0%	0	x
iii)	Variation of Permit	N	42004 9422	Each	100	100	0%	0	x
iv)	Renewal of Permit	N	42004 9422	Each	200	200	0%	0	x

All charges are set by central government, assumed no increase in line with Gambling Act 2005.

v)	Renewal of Permit (Club Premises Certificate holder)	N	42004 9422	Each	100	100	0%	0	x	
vi)	Annual Fee	N	42004 9432	Each	50	50	0%	0	x	
vii)	Copy of Permit	N	42004 9422	Each	15	15	0%	0	x	
(h)	<b>Club Gaming Permits</b>									
i)	Grant of Permit	N	42004 9421	Each	200	200	0%	0	x	
ii)	Grant of Permit (Club Premises Certificate holder)	N	42001 9421	Each	100	100	0%	0	x	
iii)	Variation of Permit	N	42004 9421	Each	100	100	0%	0	x	
iv)	Renewal of Permit	N	42001 9421	Each	200	200	0%	0	x	
v)	Renewal of Permit (Club Premises Certificate holder)	N	42004 9421	Each	100	100	0%	0	x	
vi)	Annual Fee	N	42004 9431	Each	50	50	0%	0	x	
vii)	Copy of Permit	N	42004 9421	Each	15	15	0%	0	x	
(i)	<b>Family Entertainment Centre Permits</b>									
i)	Grant of Permit	N	42004 9323	Each	300	300	0%	0	x	
	Existing Operator Permit	N	42004 9424	Each	100	100	0%	0	x	
ii)	Renewal of Permit	N	42004 9323	Each	300	300	0%	0	x	
iii)	Change of Name on Permit	N	42004 9323	Each	25	25	0%	0	x	
iv)	Copy of Permit	N	42004 9323	Each	15	15	0%	0	x	
(j)	<b>Prize Gaming Permits</b>									
i)	Grant of Permit	N	42004 9424	Each	300	300	0%	0	x	
	Existing Operator Permit	N	42004 9424	Each	100	100	0%	0	x	
ii)	Renewal of Permit	N	42004 9424	Each	300	300	0%	0	x	
iii)	Change of Name on Permit	N	42004 9424	Each	25	25	0%	0	x	
iv)	Copy of Permit	N	42004 9424	Each	15	15	0%	0	x	
(k)	<b>Licensed Premises Gaming Machine Permits</b>									
i)	Grant of Permit	N	42004 9423	Each	150	150	0%	0	x	
ii)	Variation of Permit	N	42004 9423	Each	100	100	0%	0	x	
	First and Annual Fee	N	42004 9423	Each	50	50	0%	0	x	
iii)	Change of Name on Permit	N	42004 9423	Each	25	25	0%	0	x	
iv)	Copy of Permit	N	42004 9423	Each	15	15	0%	0	x	
v)	Transfer of Permit	N	42004 9423	Each	25	25	0%	0	x	
vi)	Automatic Entitlement Notification	N	42004 9423	Each	50	50	0%	0	x	

**VAT Key**

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SERVICE DELIVERY COMMITTEE

	DESCRIPTION OF CHARGE	VAT	GL ACCOUNT CODE	UNIT	2022-23 £	2023-24 £	2023-24 Expected Volume	%age increase	£ increase	Externally Set	Explanation regarding the recommended level of charge
3	<b>ENVIRONMENTAL HEALTH</b>										Proposed changes based on benchmarked position.
3.1	<b>ENVIRONMENT &amp; SAFETY INFORMATION ACT 1988</b> Copies of entries in register	I	14001 9356	Each	14.00	14.00	0.00	0.00%	0.00		
3.2	<b>FOOD SAFETY ACT</b> Copies of Register of Food Business	I	14001 9356	Each	597.00	630.00	0.00	5.53%	33.00		
3.3	<b>ENVIRONMENTAL PROTECTION ACT</b> Copies of Register of Authorisations	I	14001 9356	Each	68.00	68.00	0.00	0.00%	0.00		
3.4	<b>DOG CONTROL</b>										
(a)	Stray dogs - Statutory Charge	N	14007 9200	Each	25.00	25.00		0.00%	0.00	X	
(b)	Collect and Return to Owner (If Known)	N	14007 9200	Each	87.50	87.50		0.00%	0.00	x	
(c)	Collect and Take to Kennels	N	14007 9200	Each	87.50	87.50		0.00%	0.00	x	
(d)	Collect and Return if Dog Strays More Than Once (in a 6 month period)	N	14007 9200	Each	129.00	129.00		0.00%	0.00	x	
(e)	Kennelling Fee	N	14007 9200	Per Day	14.50	14.50		0.00%	0.00	x	
(f)	Emergency Vets Fee (plus 10% Admin Fee)	N	14007 9200	Visit	Actual	Actual					
3.5	<b>FOOD EXPORT CERTIFICATE</b>	N	14001 9200	Each	137.42	137.42	4.00	0.00%	0.00		
3.6	<b>RE-INSPECTION FEE FOR THE FHRS INSPECTION (FOOD HYGIENE RATING SCHEME)</b>	N	14001 9200	Each	158.40	170.00	4.00	7.32%	11.60		
3.7	<b>PRIVATE SECTOR HOUSING</b>										
(a)	Accommodation Certificates	N	14001 9360	Each	170.00	170.00	5.00	0.00%	0.00		
(b)	Change of Details on Certificate	N	14001 9360	Each	28.32	28.32	1.00	-0.01%	0.00		
(c)	Mandatory Five year Licensing of Houses in Multiple Occupation (HMO)	N	14001 9392	Each	690.00	690.00	2.00	0.00%	0.00		
(d)	Additional Fee for Unlicensed Premises Enforcement fee	N	14001 9392	Each	255.00	255.00	2.00	0.00%	0.00		
(e)	Renewal of Mandatory Five Year Licences for HMO Enforcement Fee	N	14001 9392	Each	255.00	255.00	2.00	0.00%	0.00		
	Deductions for -				255.00	255.00	2.00		0.00		
i)	Second house to be licensed	N	14001 9392	Each	-30.00	-30.00		0.00%	0.00		
ii)	Membership of approved accreditation schemes	N	14001 9392	Each	-100.00	-100.00	0.00	0.00%	0.00		
iii)	Membership of approved landlord scheme	N	14001 9392	Each	-100.00	-100.00	2.00	0.00%	0.00		
(f)	Notices served under Housing Act 2004	N	14001 9356	Per Hour	50.00	50.00		0.00%	0.00		
(g)	Expenses incurred in determining Enforcement Action	N	14001 9356	Actual Cost	Actual	Actual					
3.8	<b>ABANDONED VEHICLE</b>										
(a)	Abandoned Vehicle Charge										
i)	Abandoned Vehicle in Good condition	N	14004 9383	Each	150.00+	150.00+				X	
ii)	Abandoned Vehicle in Bad condition	N	14004 9383	Each	150.00+	150.00+				X	
(b)	Daily charge for every day we store vehicle with a maximum of 15 days storage & only if vehicle is worth more than £1000 in value	N	14004 9383	Daily	10.00+	10.00+				X	
(c)	For Disposal of Vehicle	N	14004 9383	Each	50.00+	50.00+				X	
3.9	<b>CONTAMINATED LAND ENQUIRIES</b>										
(a)	Written Correspondence	N	14004 9200	Per Letter	70.28	70.28	0.00	0.00%	0.00		
(b)	Additional Hourly charge	N	14004 9200	Per Hour	62.94	62.94	0.00	0.00%	0.00		
3.10	<b>CCTV</b>										
(a)	Request for viewing	I	14001 9348	Each	17.00	17.00	0.00	0.00%	0.00		

3.11	<b>SOLICITOR/BUSINESS REQUESTS including factual reports</b>										
(a)	Written Correspondence	I	14001 9356	Per Letter	70.28	70.28	0.00	0.00%	0.00		
(b)	Additional Hourly charge	I	14001 9356	Per Hour	62.94	62.94	0.00	0.00%	0.00		

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POLICY FINANCE AND DEVELOPMENT COMMITTEE

	DESCRIPTION OF CHARGE	VAT	GL ACCOUNT CODE	UNIT	2022-23 £ (a)	2023-24 £ (c)	%age increase	£ increase	Externally Set	Explanation regarding the recommended level of charge
4	<b>CORPORATE RESOURCES</b>									
	<b>4.1 COPIES OF OFFICIAL / CERTIFIED COUNCIL DOCUMENTS</b>									
	(a) Annual Report & Budget Book (Hard-Copy Only)	Z	30201 9206	Each set	50.00					
	(b) Agendas, Reports & Background Documents (Hard-Copy Only)	Z	30201 9206	Each set	21.00		-100.00%	-21.00		
	(c) Minutes (Hard-Copy Only)	Z	30201 9206	Each set	16.00					
	(d) Miscellaneous Legal Contracts, Agreements, Deeds, Instruments etc.	I	39904 9206	Each doc	46.16	50.00	8.33%	3.84		
	<b>4.2 LEGAL / ADMINISTRATIVE SERVICES</b>									
	(a) Simple Transfers, Charges, Leases, Licences, Other Agreements etc.	I	39904 9105	Each set						
	(b) Complex Transfers, Charges, Leases, Licences, Other Agreements etc.	I	39904 9105	Each set						
	(c) Commercial Transfers, Charges, Leases, Licences, Other Agreements etc.	I	39904 9105	Each set						
	(d) Freehold / Leasehold Property Enquires	I	39904 9105	Each set						
	(e) Statutory Declarations, Statements, Affidavits, Certificates	I	39904 9105	Each doc						
	(f) Certification of Original Documents	I	39904 9356	Each doc						
	(g) Miscellaneous Hourly Rates (Qualified over 8ys)	I	39904 9105	Per hour	200.00				x	
	(h) Miscellaneous Hourly Rates (Non-Qualified)	I	39904 9105	Per hour	125.00		-100.00%	-125.00		
	(i) Miscellaneous Expenses and Disbursements	E	39904 9054	-					x	
	(j) Miscellaneous Courts, Tribunals, Quangos etc. Costs and Fees	E	39904 9100	-					x	
	(k) Miscellaneous Civil / Administrative Penalties etc.	E	39904/9103	-					x	
	POA = Price on Application									
	<b>4.3 LOCAL LAND CHARGES (LLC)</b>									
	(a) Full Search (LLC and Con29R) (Residential / Commercial)	N	30101 9200	Per Search					x	
	(b) LLC1 Search	N	30101 9200	Each					x	
	(c) CON29R Search	N	30101 9200	Each					x	
	(d) CON29 Optional (Questions 4-22 each)	N	30101 9200	Each					x	
	(e) CON29 Building Regs (Q1.1j-l and 3.8 each)	N	30101 9200	Each					x	
	(f) LLC1 Additional parcel fee	N	30101 9200	Each					x	
	(g) CON29R Additional parcel fee (up to a maximum of 10)	N	30101 9200	Each					x	
	(h) Own written questions	N	30101 9200	Each					x	
	<b>4.4 COPIES OF BYLAWS (Statutory max 20p per 100 words)</b>	I	39904 9206	Each					x	
	<b>4.5 ELECTORAL SERVICES</b>									
	(a) Written proof of registration	N	30401 9203	Each					x	
	(b) Forwarding of documents	N	30401 9203	Each					x	
	(c) Written proof of historical registration	N	30401 9203	Each					x	
	(d) Sale of registers (open register, marked register etc.).	N	30401 9203	Each					x	
	POA = Price on Application									
	<b>4.6 ENVIRONMENTAL INFORMATION REGULATIONS (EIR) CHARGES</b>									
	(a) Photocopy or printing, standard, black and white, normal paper - min A4	I	39904 9356	Per Page						
	(b) Photocopy or printing, standard, black and white, normal paper - A3	I	39904 9356	Per Page						
	(c) Photocopy or printing, standard, black and white, normal paper - A2	I	39904 9356	Per Page						
	(d) Photocopy or printing, standard, black and white, normal paper - A1	I	39904 9356	Per Page						
	(e) Photocopy or printing, standard, black and white, normal paper - A0	I	39904 9356	Per Page						
	(f) Reproduction of data onto CD, DVD, USB or other Portal / Cloud Device	I	39904 9356	Each						
	(g) Staff costs for location, collation, redaction and checking of information etc.	I	39904 9356	Per Hour					x	
	(h) Miscellaneous Expenses and Disbursements	E	39904 9054	-						
	POA = Price on Application									
	<b>NB</b> : If the total charge (at the rates above) does not exceed £3.00 then no charge will made to provide the requested copies									
	<b>4.7 FREEDOM OF INFORMATION ACT (FOIA) CHARGES UNDER SECTION 12</b>									
	(a) Standard - Refusals of requests on cost grounds (Limit 18 hrs / £450.00 Max)	E	39904 9356	Per Hour					x	
	(b) Extra - Requests exceeding cost limit at (a) [Necessary for Compliance]	E	39904 9356	-						
	POA = Price on Application									

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SERVICE DELIVERY COMMITTEE

	DESCRIPTION OF CHARGE	VAT	GL ACCOUNT CODE	UNIT	2022-23 £	2023-24 £	2023-24 Expected Income £	%age increase	£ increase	Externally Set	Explanation regarding the recommended level of charge
5	<b>HOUSING</b>										
5.1	Use of Guest Rooms	E	1150* 9552	Night	23.00	25	350.00	8.70%	2.00		Increases are based on benchmarks and inflationary position.
5.2	Hostel charge	E	14201 9600	Weekly	30.00	32	3328.00	6.67%	2.00		
5.3	Personal contribution for hotel accommodation	E	14201 9600	Weekly	20.00	22	14080.00	10.00%	2.00		
5.4	Charge for Scooter Storage (VAT rate of 5%)	I	1150* 9608	Weekly	9.00	10	0.00	11.11%	1.00		
5.5	Room Hire - Communal lounge (sheltered housing scheme)	E	1150* 9554	Hourly	20.00	22	0.00	10.00%	2.00		
5.6	Communal lounge and kitchen facilities	E	1150* 9554	Hourly	25.00	27	0.00	8.00%	2.00		

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SERVICE DELIVERY COMMITTEE

	DESCRIPTION OF CHARGE	VAT	GL ACCOUNT CODE	2022-23 £	2023-24 £	2023-24 Expected Income £	%age increase	£ increase	Externally Set	Explanation regarding the recommended level of charge
6	<b>CEMETERIES</b> The Cemeteries are open for interments from 9:30am to 3.45pm (2.30pm on Fridays); the latest time that an interment can be booked is 3.15pm (Monday to Thursday) and 2.00pm (Friday). For bookings outside of these hours the interment fee will be doubled.									No increase proposed in line with other local authorities.
	<b>6.1 PURCHASE OF GRAVE AND EXCLUSIVE RIGHT OF BURIAL</b>									
	(a) Resident									
	i) Adult grave (a single grave for two coffin burials and up to six ash caskets; includes application fee for memorial not exceeding 2' 6" (750mm).	E	20102 9200	900.00	900.00	0.00	0.00%	0.00		
	ii) Children's grave (a single grave for one coffin burial in the children's section of Oadby Cemetery or Wigston Cemetery for a child up to and including 12 years of age; includes application fee for memorial not exceeding 2' 6" (750mm).	E	20102 9200	250.00	250.00	0.00	0.00%	0.00		
	iii) Cremated remains plot in the Garden of Remembrance at Oadby Cemetery or Wigston Cemetery (a single plot for two caskets; includes application fee for memorial not exceeding 2'6" (750mm).	E	20102 9200	460.00	460.00	0.00	0.00%	0.00		
	(b) Non Resident									
	The above charges are trebled in the case of a Non Resident of the Borough of Oadby and Wigston									
	(c) The fees above include the issue of the Deed of Grant of Burial which is given for a period of 100 years									
	i) To extend the exclusive right of burial in a grave previously purchased for a further 50 years.	E	20102 9200	180.00	180.00	0.00	0.00%	0.00		
	<b>NOTES:</b> The allocation of grave spaces for interment and exclusive rights of burial at both the cemeteries will be made available only in rotation. Purchase of burial or cremation plots in advance is not permitted at Oadby Cemetery Purchase of burial plots or cremation plots in Wigston Cemetery is limited to a maximum of 2 per applicant									
	<b>6.2 INTERMENT - IN A PRIVATE OR COMMON GRAVE</b>									
	For Interment in a Grave :-									
	(a) Resident									
	i) A child whose age at the time of death did not exceed one month.			0.00	0.00	0.00		0.00		
	ii) A child whose age at the time of death exceeded one month but did not exceed 12 years.	E	20102 9200	150.00	150.00	0.00	0.00%	0.00		
	iii) A person whose age at the time of death exceeded 12 years.	E	20102 9200	520.00	520.00	0.00	0.00%	0.00		
	iv) For the interment of cremated remains in a grave or vault.	E	20102 9200	180.00	180.00	0.00	0.00%	0.00		
	v) A scattering of Ashes	E	20102 9200	80.00	80.00	0.00	0.00%	0.00		
	(b) Non Resident									
	The above charges are double in the case of a non resident of the Borough of Oadby and Wigston.									
	(c) Additional charge for burial with less than 48 hours notice or cremated remains with less than 24 hours notice over and above charges at i) ii) iii) and iv) for residents and non residents.	E	20102 9200	240.00	240.00	0.00	0.00%	0.00		
	<b>NOTE:</b> The above charges include the digging of a grave where appropriate									
	<b>6.4 WALLED GRAVES AND VAULTS</b>									
	(a) For the right to construct a walled grave or vault:-									
	i) 9ft x 9ft	E	20102 9200	1,200.00	1,200.00	0.00	0.00%	0.00		
	ii) 9ft x 4ft	E	20102 9200	970.00	970.00	0.00	0.00%	0.00		
	<b>6.5 MONUMENTS, GRAVESTONES, TABLETS AND INSCRIPTIONS</b>									
	(a) For the right to erect or place on a grave or vault subject to approval of the Council; A headstone or memorial tablet, vase and base									
	i) not exceeding 1ft in height (300mm)	I	20102 9200	80.00	80.00	0.00	0.00%	0.00		
	ii) exceeding 1ft but not exceeding 2ft 6in. (300mm to 750mm)	I	20102 9200	110.00	110.00	0.00	0.00%	0.00		
	iii) exceeding 2ft 6in (over 750mm) (but see <b>NOTES</b> below)	I	20102 9200	210.00	210.00	0.00	0.00%	0.00		
	(b) Kerbstone, Borderstone or Flatstone enclosing or over a grave (but see <b>NOTES</b> below)	I	20102 9200	240.00	240.00	0.00	0.00%	0.00		
	(c) For the right to place an inscribed plaque on the memorial at the Garden of Remembrance at Oadby Cemetery.									
	i) Not Exceeding 6ins x 4ins (150mm x 100mm)	I	20102 9200	70.00	70.00	0.00	0.00%	0.00		
	ii) Exceeding 6ins x 4ins (150mm x 100mm)	I	20102 9200	100.00	100.00	0.00	0.00%	0.00		
	(d) For each inscription after the first inscription	I	20102 9200	60.00	60.00	0.00	0.00%	0.00		
	(e) Replacement of existing memorial - administration fee	I	20102 9200	60.00	60.00	0.00	0.00%	0.00		
	<b>NOTES:</b> Kerb edgings, headstones and memorials exceeding 2'6" (750mm) are not allowed in the Gardens of Remembrance and if installed will be removed. An additional inscription is defined as an action taken after the erection of the monument.									

Fees are to be enclosed with all applications								
<b>6.6 MISCELLANEOUS</b>								
(a) Transfer of Grave Ownership	N	20102 9200	60.00	60.00	0.00	0.00%	0.00	
(b) for Searches of registers, copies and extracts therefrom:								
(i) Search of registers by Council staff - per hour or part hour	N	20102 9200	30.00	30.00	0.00	August CPI 3%+1	Rounded up	
Search of registers - in person - per hour or part hour	N	20102 9200	30.00	30.00	0.00			
(ii) Certificated copies of entry	N	20102 9200	30.00	30.00	0.00			
(c) Notice of Interment Forms								
(d) Use of the Chapel at Wigston Cemetery - per funeral	I	20102 9200	165.00	165.00	0.00	0.00%	0.00	
(e) Purchase and planting of memorial trees - Donation	I	20102 9200	220.00	220.00	0.00	0.00%	0.00	
(f) Donation towards a memorial seat (provided and installed by Council)	I	20102 9200	770.00	770.00	0.00	0.00%	0.00	
(g) Exhumation (where requested by Deed Holder - subject to the required statutory approvals) - burial plot	E	20102 9200	780.00	780.00	0.00			
(h) Exhumation (where requested by Deed Holder - subject to the required statutory approvals) - casket plot	E	20102 9200	270.00	270.00	0.00			
<b>* DEFINITION OF THE TERM RESIDENT *</b>								
For Purchase of Grant of Right of Burial a <b>RESIDENT</b> is defined as:								
A person who, at the time of applying, has a permanent home address within the Borough								
For Interments a <b>RESIDENT</b> is defined as:								
i) A person who had resided at a private address within the Borough for 5 consecutive years immediately preceding the date of death <b>OR</b>								
ii) A person who had at the time of death, resided in a residential or nursing home (or similar establishment) outside of the Borough for 3 years or less but had resided at an address within the Borough for the 5 consecutive years (or more) immediately preceding moving to the residential or nursing home <b>OR</b>								
iii) A person who had resided within the Borough for 5 consecutive years (or more) but had within the 6 months immediately preceding the date of death moved from the Borough.								

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0.00

**SERVICE DELIVERY COMMITTEE**

	DESCRIPTION OF CHARGE	VAT	Leisure Card 2022-23 £	Non Member 2022-23 £	Leisure Card 2023-24 £	Non Member 2023-24 £	Externally Set	Explanation regarding the recommended level of charge
7	<b>SPORTS LEISURE MANAGEMENT LIMITED (SLM)</b>							New prices will come through in December 22.
	<b><u>SWIMMING POOLS</u></b>							
	<b>7.1 ADMISSIONS / SESSION</b>							
	a) Adult	I	£4.00	£4.00			x	
	b) Junior	I	£2.90	£2.90			x	
	c) Concessions	I	£2.90	£2.90			x	
	d) Inflatable session Junior	I					x	
	e) Inflatable session Adult	I					x	
	f) Aquafit	I	£5.20	£5.75			x	
	g) Sauna/Swim		£4.95	£4.95				
	h) Ladies Sessions		£4.00	£4.00				
	<b>7.2 SWIM SCHOOL LESSONS / 1/2 HOUR</b>							
	a) Adult/Junior	E	£8.00	£8.50			x	
	b) Private 1:1 (1/2hr)	E	£18.30	£19.50			x	
	c) Private 1:2 (1/2hr)		£28.85	£32.00				
	<b>7.3 PRIVATE HIRE</b>							
	a) Parties - ( 1hr in pool / 1hr in Food Area)	I	£80.00	£85.00			x	
	b) Extra Charge for Lifeguards	I	£21.00	£21.00			x	
	<b>7.4 SWIM DIRECT DEBITS</b>							
	a) Adult 1Hr	I	£33.25	£36.50			x	
	b) Junior	I	£40.20	£42.25			x	
	<b>7.5 SCHOOL HIRE (during school hours) / CLUB HIRE</b>							
	a) During School Hrs	I	£73.00	£73.00			x	
	b) Extra Charge for Lifeguards	I	£21.00	£21.00			x	
	<b>7.6 SAUNA</b>							
	a) Adult	I	£4.95	£5.50			x	
	b) Concessions	I	£2.90	£3.20			x	
	<b><u>PARKLANDS LEISURE CENTRE</u></b>							
	<b>7.7 SPORTS HALL</b>							
	a) Badminton - Peak	I	£10.80	£12.00			x	
	b) Badminton - Off Peak	I	£8.85	£9.90			x	
	c) Active Life morning	I	£4.50	£4.95			x	
	d) Five a side - Peak	I	£44.90	£49.85			x	
	e) Five a side - Off Peak	I	£29.35	£32.45			x	
	f) Table Tennis - Peak	I	£5.20	£5.75			x	
	g) Table Tennis - Off Peak	I	£3.90	£4.40			x	
	<b>7.8 STUDIO</b>							
	a) Cycle Workout	I	£7.00	£7.75			x	
	b) 30 minute Sessions		£4.50	£4.95				
	c) 45 minute Sessions	I	Removed				x	
	d) 60 minute Sessions	I	£7.00	£7.75			x	

e)	Junior Dance Sessions	I	£3.00	£3.30			x	
<b>7.9</b>	<b>GYM (Casual User)</b>							
a)	Joining Fee	I	£17.00	£18.90			x	
b)	Induction	I	£23.45	£26.00			x	
c)	Concession Induction		£12.60	£14.15				
d)	Adult / Session		£5.90	£6.60				
e)	Concession / Session		£3.50	£3.80				
f)	Disabled (Registered)		£2.40	£2.70				
h)	Heartsmart / Session	I	£3.10	£4.75			x	
<b>7.10</b>	<b>MISCELLANEOUS</b>							
a)	Admissions		£1.80	£2.00			x	

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**SERVICE DELIVERY COMMITTEE**

	DESCRIPTION OF CHARGE	VAT	GL ACCOUNT CODE	UNIT	2022-23 £	2023-24 £	%age increase	£ increase	Externally Set	Explanation regarding the recommended level of charge
8	<b>RECREATION GROUNDS AND PAVILION HIRE</b>									
	<b>8.1 ROOM HIRE PER HOUR - VAT Exempt Pavilions</b> Blaby Road Park Pavilion Freer Centre Sheila Mitchell Pavilion Uplands Park Pavilion Walter Charles Centre									Increases proposed in line with benchmarks.
	(a) Non Commercial Use - first hour	E	20002 9539	First Hour	18.00	20	11.11%	2.00		
	Non Commercial Use - each subsequent hour or part hour	E	20002 9539	Per Hour	11.00					
	(b) Commercial Use - first hour	E	20002 9538	First Hour	22.50	25	11.11%	2.50		
	Commercial Use - each subsequent hour or part hour	E	20002 9538	Per Hour	13.50	16	18.52%	2.50		
	Saturday evening hire - minimum charge of 4 hours booking from 5pm onwards									
	(c) Refundable deposit per booking (full or part)	E	62023 9627	Deposit	200.00					
	(d) Charge for lost keys (in addition to (e) below)	E	20002 9539	Each	20.00					
	(e) Late return of keys (charge per working day)	E	20002 9539	Each	15.00					
	<b>8.2 ROOM HIRE PER HOUR - Vatable Pavilions</b> Coombe Park Pavilion Thythorn Hill Community Centre									
	(a) Non Commercial Use - first hour	I	20002 9539	Per Hour	21.00	23.5	11.90%	2.50		
	Non Commercial Use - each subsequent hour or part hour	I	20002 9539	Per Hour	13.50	16	18.52%	2.50		
	(b) Commercial Use - first hour	I	20002 9538	Per Hour	27.50	31	12.73%	3.50		
	Commercial use - each subsequent hour or part hour	I	20002 9538	Per Hour	15.50	19	22.58%	3.50		
	(c) Refundable deposit per booking (full or part)	E	62023 9627	Deposit	200.00					
	(d) Charge for lost keys (in addition to (e) below)	E	20002 9539	Each	20.00					
	(e) Late return of keys (charge per working day)	E	20002 9539	Each	15.00					
	Saturday evening hire - minimum charge of 4 hours booking from 5pm onwards									
	<b>CANCELLATION OF ROOM HIRE</b>  Cancellation with more than 8 weeks notice - return 100% of hire fee Cancellation less than 8 weeks but more than 6 weeks - return 75% of hire fee Cancellations less than 6 weeks but more than 14 days- return 50% of hire fee Cancellations less than 14 days but more than 7 days - return 25% of hire fee Cancellations with less than 7 days notice - hire fee not returned									
	<b>8.3 RECREATION GROUNDS</b>									
	(a) Bowls									
	i) Season Ticket - Adult	I	20002 9530	Each	94.50	103.95	10.00%	9.45		
	ii) Half Season Ticket - Adult	I	20002 9530	Each	47.00	51.7	10.00%	4.70		
	iii) Season Ticket - Junior (under 18)	I	20002 9530	Each	29.50	32.45	10.00%	2.95		
	iv) Hourly Ticket - per person	I	20002 9532	Per Person	4.00	4.4	10.00%	0.40		
	v) Visiting Team					0				
	v) Season Ticket - New member (one year introductory offer)	I	20002 9530	Each	31.50	34.65	10.00%	3.15		
	(b) Cricket					0		0.00		
	i) Per match Vatable	I	20002 9533	Per Match	79.00	86.9	10.00%	7.90		

	ii) Per match Non VATable	E	20002 9534			0		0.00	
(c)	Football - Junior Clubs (Under 10's and below)					0		0.00	
i)	With shower facilities VATable	I	20002 9536	Per Booking	23.00	25.3	10.00%	2.30	
	With shower facilities non VATable	E	20002 9537			0		0.00	
ii)	Without shower facilities VATable	I	20002 9536	Per Booking	12.00	13.2	10.00%	1.20	
	Without shower facilities non VATable	E	20002 9537			0		0.00	
iii)	Academy (Coombe Park - subject to VAT at Standard Rate)	I	20002 9536	Per Booking	173.00	190.3	10.00%	17.30	
(d)	Football - Youths (10 - 18 years)					0		0.00	
i)	With shower facilities VATable	I	20002 9536	Per Booking	42.00	46.2	10.00%	4.20	
ii)	Without shower facilities Non VATable	E	20002 9537	Per Booking	21.00	23.1	10.00%	2.10	
(e)	Football - Senior Clubs (Over 18s)					0		0.00	
i)	With shower facilities VATable	I	20002 9536	Per Booking	63.00	69.3	10.00%	6.30	
	With shower facilities non VATable	E	20002 9537			0		0.00	
ii)	Without shower facilities VATable	I	20002 9536	Per Booking	31.50	34.65	10.00%	3.15	
	Without shower facilities non VATable	E	20002 9537			0		0.00	
iii)	Coombe Park - subject to VAT at Standard Rate	I	20002 9537	Per Booking	August CPI 3				
iv)	Thythorn Hill (Horsewell Lane) - subject to VAT at Standard Rate	I	20002 9537	Per Booking	63.00	69.3	10.00%	6.30	
v)	Peace Memorial Park - 5 a side	I	20002 9536	Per Booking	0.00	0		0.00	
	Bookings of 10 matches or more booked together, are exempt from VAT (except Coombe Park)					0		0.00	
(f)	Rounders - Senior Clubs (Over 18s)					0		0.00	
(i)	Willow Park VATable with changing rooms/showers	I	20002 9536	Per booking	63.00	69.3	10.00%	6.30	
(ii)	Willow Park Non VATable with changing rooms/showers	E	20002 9537			0		0.00	
(iii)	Willow Park VATable pitch only	I	20002 9536	Per booking	31.50	34.65	10.00%	3.15	
(iv)	Willow Park Non VATable pitch only	E	20002 9537			0		0.00	
(g)	Rounders - Junior / Youth teams (under 18s)					0		0.00	
(i)	Willow Park VATable with changing rooms/showers	I	20002 9536	Per booking	42.00	46.2	10.00%	4.20	
(ii)	Willow Park Non VATable with changing rooms/showers	E	20002 9537			0		0.00	
(iii)	Willow Park VATable pitch only	I	20002 9536	Per booking	21.00	23.1	10.00%	2.10	
(iv)	Willow Park Non VATable pitch only	E	20002 9537			0		0.00	
	Bookings of 10 matches or more booked together, are exempt from VAT (except Coombe Park and Thythorn Hill)					0		0.00	
(h)	Fetes and Galas - Activities for commercial gain					0		0.00	
i)	Use of Ground - per day	E	20002 9552	Per Day	600.00	660	10.00%	60.00	
ii)	Deposit - to be returned in part or whole dependent on condition of ground.	N	62023 9624	Deposit	1,000.00		10.00%	100.00	
						1,100.00			
(i)	Fetes and Galas - Community events supportive of Council priorities					0		0.00	
i)	Use of Ground - per day			Per Day		0			
ii)	Deposit - to be returned in part or whole dependent on condition of ground.	N	62023 9624	Deposit	200.00		10.00%	20.00	
						220			
						0		0.00	
	Personal trainers and instructors - licence for use of parks	E	20002 9552	12 months	150.00	165	10.00%	15.00	
	Personal trainers and instructors - licence for use of parks	E	20002 9552	1 month	20.00	22	10.00%	2.00	

**NOTES**

Deposits may be withheld in part or full for any damage caused and / or where the hirer fails to leave the building clean and tidy for the next user and / or where a hirer fails to remove and dispose of waste arising from their hire. An additional charge (over and above the deposit) is levied for the late return / non return of keys.

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**SERVICE DELIVERY COMMITTEE**

	DESCRIPTION OF CHARGE	VAT	TYPE	2022-23 £	2023-24 £	Externally Set	Explanation regarding the recommended level of charge
<b>9</b>	<b>BROCKS HILL ENVIRONMENT CENTRE</b>						
<b>9.1</b>	<b>HIRE OF EXHIBITION HALL (TAKES UPTO 75 THEATRE STYLE)</b> <b>2 hour hire rate for the hall or meeting room hire at £50.00</b>		All	50.00		x	Further work is required around the amendment or cessation of charges for Brocks Hill, In line with plans for the Council to move its headquarters to the building in 2023.
(a)	Weekday 9:00 a.m. to 12:45 p.m. or 13:15 p.m to 16:30 p.m.	E	Private Hire	100.00		x	
(b)	Weekday 9:00 a.m. to 12:45 p.m. or 13:15 p.m to 16:30 p.m.		Public Hire	90.00		x	
(c)	Weekday 9:00 a.m. to 12:45 p.m. or 13:15 p.m to 16:30 p.m.		Charitable	75.00		x	
(d)	Weekday All day (9:00 a.m. to 16:30 p.m.)	E	Private Hire	160.00		x	
(e)	Weekday All day (9:00 a.m. to 16:30 p.m.)		Public Hire	150.00		x	
(f)	Weekday All day (9:00 a.m. to 16:30 p.m.)		Charitable	140.00		x	
(g)	Weekend 10:00 a.m. to 12:30 p.m or 13:00 p.m. to 15:30 p.m.		Private Hire	65.00		x	
(h)	Weekend 10:00 a.m. to 12:30 p.m or 13:00 p.m. to 15:30 p.m.		Public Hire	60.00		x	
(i)	Weekend 10:00 a.m. to 12:30 p.m or 13:00 p.m. to 15:30 p.m.		Charitable	50.00		x	
(j)	Weekend All day ( 10:00 a.m. 16:30 p.m.)		Private Hire	115.00		x	
(k)	Weekend All day ( 10:00 a.m. 16:30 p.m.)		Public Hire	105.00		x	
(l)	Weekend All day ( 10:00 a.m. 16:30 p.m.)		Charitable	95.00		x	
<b>9.2</b>	<b>HIRE OF THE CLASSROOM (TAKES UPTO 50 THEATRE STYLE)</b>						
(a)	Weekday 9:00 a.m. to 12:45 p.m. or 13:15 p.m to 16:30 p.m.		Private Hire	90.00		x	
(b)	Weekday 9:00 a.m. to 12:45 p.m. or 13:15 p.m to 16:30 p.m.		Public Hire	75.00		x	
(c)	Weekday 9:00 a.m. to 12:45 p.m. or 13:15 p.m to 16:30 p.m.		Charitable	60.00		x	
(d)	Weekday All day (9:00 a.m. to 16:30 p.m.)		Private Hire	150.00		x	
(e)	Weekday All day (9:00 a.m. to 16:30 p.m.)	E	Public Hire	140.00		x	
(f)	Weekday All day (9:00 a.m. to 16:30 p.m.)		Charitable	100.00		x	
(g)	Weekend 10:00 a.m. to 12:30 p.m or 13:00 p.m. to 15:30 p.m.	E	Private Hire	60.00		x	
(h)	Weekend 10:00 a.m. to 12:30 p.m or 13:00 p.m. to 15:30 p.m.		Public Hire	50.00		x	
(i)	Weekend 10:00 a.m. to 12:30 p.m or 13:00 p.m. to 15:30 p.m.	E	Charitable	50.00		x	
(j)	Weekend All day ( 10:00 a.m. 16:30 p.m.)		Private Hire	105.00		x	
(k)	Weekend All day ( 10:00 a.m. 16:30 p.m.)		Public Hire	95.00		x	
(l)	Weekend All day ( 10:00 a.m. 16:30 p.m.)		Charitable	95.00		x	
(m)	Digital media projectors are available at a hire charge of £5.00. Please provide your own laptop 10% discount for booking both the meeting room and hall together 10% discount for block bookings of six or more - claimable on sixth booking (only applicable if all bookings made on same date)	I		5.00		x	
<b>9.3</b>	<b>HIRE OF HALL FOR EXHIBITIONS (OPEN TO THE GENERAL PUBLIC) PER DAY</b> <b>£30.00 per day for groups selling pictures, cards etc.</b>	E		25.00 30.00		x x	
<b>9.4</b>	<b>HIRE OF MEETING ROOM / HALL (EXCLUSIVE USE) - EVENINGS</b> <b>WEEKDAY EVENING - 16:45 P.M ONWARDS (SUBJECT TO STAFF AVAILABILITY)</b> <b>WEEKEND EVENINGS - 15:45 P.M. ONWARDS (SUBJECT TO STAFF AVAILABILITY)</b>						
(a)	up to 3 hours	E		121.00		x	
(b)	up to 4 hours	E		131.00		x	
(c)	up to 5 hours	E		144.50		x	
(d)	Natural History Groups (per hour) Evening meeting must vacate the site by 21:30 p.m.	E		10.00		x	
<b>9.5</b>	<b>ENTRY TO EXHIBITION CENTRE</b>						
(a)	Adults			Free		x	
(b)	Children / Senior Citizens			Free		x	
(c)	Children under 5			Free		x	
<b>9.6</b>	<b>TALKS - PER GROUP</b>			55.00		x	

<b>9.7</b>	<b>TOURS - PER ORGANISED GROUP</b>		55.00		x	
<b>9.8</b>	<b>SCHOOL GROUPS</b> Per school activity up to maximum size of 35 pupils. A fixed charge is applicable based on the following :-					
(a)	Up to 20 children for schools outside the Borough Council's boundaries		55.00		x	
(b)	Up to 20 children for schools located within Oadby and Wigston boundaries		45.00		x	
(c)	For all schools the additional charge above 20 children (per child per session)		2.50		x	
	Teachers/Leaders		Free		x	
<b>9.9</b>	<b>SELF LED ACTIVITIES AVAILABLE FOR HIRE BY SCHOOLS AND GROUPS SUCH AS THE MINI-BEAST KIT BOX ( TERMS &amp; CONDITIONS APPLY)</b>		30.00		x	
<b>9.10</b>	<b>PAPER CHARGES</b>					
(a)	A4 black and white per sheet		0.10		x	
(b)	A4 colour per sheet		1.00		x	
(c)	A3 black and white per sheet		0.15		x	
(d)	A3 colour per sheet		2.00		x	
	<b>ORGANISED EVENTS AND ACTIVITIES OPEN TO THE PUBLIC (POA)</b> Charges to the public for events vary according to the type of event & age of participants and so are not listed here. They are calculated on an event by event basis taking into consideration materials provided, use of room, cost of instructor/speaker etc. (POA = Price On Application)					
	<b>FILMING AND PHOTOGRAPHY</b> POA; small scale £55 per hour		POA			
	<b>WOOD SALES</b>		POA			

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**SERVICE DELIVERY COMMITTEE**

	DESCRIPTION OF CHARGE	VAT	GL ACCOUNT CODE	UNIT	2022-23 £ (a)	2023-24 £ (c)	2023-24 Expected Income £ c x d	%age increase	£ increase	Externally Set	Explanation regarding the recommended level of charge
10	<b>ALLOTMENTS</b>										
10.1	<b>RESIDENTS</b> Rent of plot to residents of the Borough - - per square yard from <b>23/24</b>										
	1) Wigston Road	N	20001 9552	Each	0.20	0.22	0.00	10.10%	0.02		10.1% Inflation increase, in line with benchmarks
	2) Aylestone Lane	N	20001 9552	Each	0.20	0.22	0.00	10.10%	0.02		
	3) Manchester Gardens - Rectangle	N	20001 9552	Each	0.18	0.20	0.00	10.10%	0.02		
	4) Manchester Gardens - Triangle	N	20001 9552	Each	0.16	0.18	0.00	10.10%	0.02		
	5) Brabazon Road	N	20001 9552	Each	0.18	0.20	0.00	10.10%	0.02		
	<b>NB:</b> Allotment rent year runs from 29 September to 28 September the following year										
10.2	<b>SENIOR CITIZENS</b> 25% reduction on the above charge										
10.3	<b>DEPOSIT - REFUNDABLE</b>	N	20001 9622	Each			0.00				
10.4	<b>KEY - REPLACEMENT</b>	I	20001 9362	Each	20.00			-100.00%	-20.00		

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**DEPOT SERVICES**

	DESCRIPTION OF CHARGE	VAT	GL ACCOUNT CODE	UNIT	2022-23 £	2023-24 £ (c)	Externally Set	Explanation regarding the recommended level of charge
11	<b>SPECIAL COLLECTION OF HOUSEHOLD REFUSE</b>							
	<b>11.1 COLLECTION OF HOUSEHOLD REFUSE</b>							
	(a) The following non electrical items can be collected :- All Domestic items - house improvement or building work related. Items such as building waste or replaced windows will not be collected. Broken glass must be supplied in a box. Bagged, boxed and tied waste will be classed as individual items. Sheds <u>must</u> be dismantled and each panel classed as an item. Items <u>must</u> be presented in a form that reasonably facilitates loading and satisfies manual handling requirements - failure to do so will result in non-collection and payment refunded for those items not collected. Note - Bags should be strong enough so items do not split when being taken to vehicle. Charges for Garden Tools and Equipment* are :-							
	i) 1 Item	N	20801 9310	Each	23.00	25.00		7% increase in charge to reflect increase in cost of running service. 7% increase in charge to reflect increase in cost of running service.
	ii) Each Additional Item	N	20801 9310	Each	4.30	5.00		
	(b) The following electrical items can be collected :- Vacuum Cleaners, Televisions, Fridge, Fridge/Freezer, Coolers, Washing Machines, Tumble Dryers, Dishwashers, Audio Visual Equipment. Charges for Electrical Items are :-							
	i) 1 Item	N	20801 9310	Each	23.00	25.00		7% increase in charge to reflect increase in cost of running service. 7% increase in charge to reflect increase in cost of running service.
	ii) Each Additional Item	N	20801 9310	Each	4.30	5.00		
	The collection of electrical and non-electrical items are two separate services. Free collection for all items above, for those residents receiving :- Housing Benefit, Council Tax Benefit or Disability Benefit, Military Service - Maximum of four items - no more than two separate collections per annum * Garden Tools can be taken to Brocks Hill Environment Centre ( for re-use by volunteers working in the Borough )							
	( c ) i) Bin Swaps: Subject to criteria	N		Each	25.00	27.00		7% increase in charge to reflect increase in cost of running service.
	ii) Contaminated Bins	N		Each	50.00	54.00		7% increase in charge to reflect increase in cost of running service.
	<b>11.2 GARDEN WASTE COLLECTION SERVICE</b>							
	(a) This charge applies to 1 x 240 litre bin or up to 2 x 140 litre bins (le still applies if there is only 1 x 140 litre bin) This provides a fortnightly collection all year round.	N	20805 9318	Each	50.00	50.00		Charge will be maintained at £50 based on assessment of service costs
	(b) i) Additional bins: 140Litres	N	20805 9217	Each	25.00	25.00		Charge will remain at current levels
	ii) Additional Bins: 240Litres * Please see separate terms & conditions for further details				35.00	35.00		Charge will remain at current levels
	<b>11.3 RECYCLING COLLECTION SERVICE - ADDITIONAL WHEELIE BIN</b>	N	20802 9217	Each	18.00	19.00		7% increase in charge to reflect increase in cost of running service.
	<b>11.4 DISPOSAL OF DECEASED DOMESTIC ANIMALS</b>	I	20701 9200	Each	68.00	68.00		Charge to be maintained at current level
	<b>11.5 REMOVAL OF UNAUTHORISED ADVERTISING ON STREETS,</b>							

<b>OPEN SPACES AND PUBLIC NOTICE BOARDS</b>							
(a)	Removal of unapproved advertising, promotional material or balloons on public spaces, street furniture or notice boards - per item per week	N	20701 9200	Each	47.00	50.00	7% increase in charge to reflect increase in cost of running service.
(b)	Removal of unapproved notices	N	20701 9200	Each	47.00	50.00	
(b)	Removal of unapproved notices	N	20701 9200	Each	98.00	105.00	
<b>11.6 CLEANSING OF PRIVATELY OWNED PARKING AREAS</b>							
(a)	Cleaning of Slabbed and Block Paved Areas						7% increase in charge to reflect increase in cost of running service.
i)	Up to 20 sq. metres (subject to availability and site inspection for suitability)	N	20701 9200	Each	120.00	128.00	
ii)	Greater than 20 sq. metres	N	20701 9200	Each			
(b)	Cleaning of Car Parks and other areas	N	20701 9200	Each			
(c)	Mowing of Large Private Grassed Areas POA = Price on Application	N	20701 9200	Each			

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**DEPOT SERVICES**

	DESCRIPTION OF CHARGE	VAT	GL ACCOUNT CODE	UNIT	2022-23 £	2023-24 £ (c)	Externally Set	Explanation regarding the recommended level of charge
12	<b>COUNCIL CAR PARKS</b>							
	<b>12.1 COUNCIL CAR PARKS</b>							
	(a) Off Street parking		205019500					
	Parking charge in 30 minute quick shop bays			Each	FREE	FREE		Charges to remain at 2022/23 levels.
	Pay and Display - Town Centre car parks for up to 2 hours	N		Each	1.00	1.00		
	Pay and Display - Town Centre car parks for up to 2 - 4 hours	N		Each	3.00	3.00		
	Pay and Display - Town Centre car parks for over 4 hours	N		Each	4.00	4.00		
	Pay and Display - Leisure sites Car Parks for up to 4 hours	N		Each	1.00	1.00		
	Pay and Display - Leisure sites Car Parks over 4 hours	N		Each	2.00	2.00		
	Annual Parking Permit for all council car parks - Borough residents	N		Each	75.00	75.00		
	Annual Parking Permit for all council car parks - Non residents	N		Each	150.00	150.00		
	Annual permit for all town centre car parks only - Borough Residents	N		Each	50.00	50.00		
	Annual permit for all town centre car parks only - non residents	N		Each	100.00	100.00		
	Annual Parking permit for Oadby town centre car parks only - Borough residents	N		Each	25.00	25.00		
	Annual Parking permit for Oadby town centre car parks only - Non residents	N		Each	50.00	50.00		
	Annual Parking permit for Wigston & South Wigston town centre car parks only - Borough residents	N		Each	25.00	25.00		
	Annual Parking permit for Wigston & South Wigston town centre car parks only - Non residents	N		Each	50.00	50.00		
	Annual Parking permit for Leisure sites car parks only - Borough residents	N		Each	25.00	25.00		
	Annual Parking permit for Leisure sites car parks only - Non residents	N		Each	50.00	50.00		
	Annual Parking permit Countesthorpe Road Car park only - Monday to Friday before 9.30am and 2.30pm to 4.00pm term time only - Borough residents and non residents	N		Each	10.00	10.00		
	6 month parking permit for all council car parks - Borough residents	N		Each	37.50	37.50		
	6 month parking permit for all council car parks - Non residents	N		Each	75.00	75.00		
	6 month parking permit for Oadby town centre car parks only - Borough residents	N		Each	12.50	12.50		
	6 month parking permit for Oadby town centre car parks only - Non residents	N		Each	25.00	25.00		
	6 month parking permit for Wigston & South Wigston town centre car parks only - Borough residents	N		Each	12.50	12.50		
	6 month parking permit for Wigston & South Wigston town centre car parks only - Non residents	N		Each	25.00	25.00		
	6 month parking permit for Leisure sites car parks only - Borough residents	N		Each	12.50	12.50		
	6 month parking permit for Leisure sites car parks only - Non residents	N		Each	25.00	25.00		
	Second permit charge	N		Each				
	<b>12.2 CLEANSING OF PRIVATELY OWNED PARKING AREAS</b>							
	(a) Cleaning of Slabbed and Block Paved Areas							
	i) Up to 20 sq. metres (subject to availability and site inspection for suitability)	N	20701 9200	Each	115.00	115.00		
	ii) Greater than 20 sq. metres	N	20701 9200	Each				
	(b) Cleaning of Car Parks and other areas	N	20701 9200	Each				
	(c) Mowing of Large Private Grassed Areas	N	20701 9200	Each				
	POA = Price on Application							
	<b>12.3 RELOCATION OF STREET NAME PLATES</b>							
	(a) At the request of resident and subject to agreement at the discretion of the Council							
	i) Wall mounted name plates	N	20601 2013	Each	150.00	150.00		
	ii) Frame mounted name plates	N	20601 2013	Each	225.00	225.00		





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Project Code Reference	Scheme	Budget Holder	Revised Budget	Actual @ Period 6	Forecast Outturn to End of Year	Carry Forward to 23/24	In Year Savings	Preliminary	Indicative	Indicative	Indicative	Indicative		Grant & S106	Capital Receipts	Major Repairs Reserve	Reserves/Other Reserves	Revenue	Leasing or Borrowing	Checksum	Comments
	Provision of Energy Efficiency Technologies at Brocks Hill	Tony Gwam	200,000	0	200,000										133,990				66,010	0.00	
	Laptop Renewal	Trish Hatton	74,000	0	0		(74,000)													0.00	Will need to Laptops on a 3 year cycle. BW to make a large bid for 24/25 instead of c/f budget amount year by year.
	Miscellaneous Equipment and New Starters	Trish Hatton	20,000	0	20,000														20,000	0.00	Miscellaneous equipment and replacement of non-functional hardware.
	New Facility at Uplands Park	David Gill	145,000	0	145,000									145,000						0.00	Out for consultation, expect to complete by end February
	Cricket Nets at Uplands Park	David Gill	40,000	0	40,000									40,000						0.00	Out for consultation, expect to complete by end December
	Football Goals	David Gill	7,221	0	7,221									7,221						0.00	Expected to spend by end December
	Pitch Improvement Equipment	David Gill	30,000	0	30,000									10,000					20,000	0.00	Expected to spend by end December
	Skatepark and Parkour or BMX facilities	David Gill	220,000	0	220,000									220,000						0.00	Expected to spend by end February
	Residue of reassigned sports budgets held as hedge against cost inflation.	David Gill	52,779	0	52,779									52,779						0.00	
	Housing Projects	Adrian Thorpe	320,000	0	320,000														320,000	0.00	Schemes still under deveopment
	Multi use basketball / football court at Freer Park, Carlton Drive, Wigston	David Gill	0	0				35,000							35,000				0	0.00	
	Repairs to Roll of Honour (All Saints Churchyard)	David Gill	0	0				5,000							5,000				0	0.00	
	Tree Works – All Saints and St Wistans Churchyards	David Gill	0	0				15,000							15,000				0	0.00	
	<b>Total - General Fund</b>		<b>6,560,703</b>	<b>3,483,559</b>	<b>5,553,486</b>	<b>(780,800)</b>	<b>(308,318)</b>	<b>1,257,500</b>	<b>417,500</b>	<b>410,000</b>	<b>410,000</b>	<b>410,000</b>		<b>893,690</b>	<b>3,898,490</b>	<b>0</b>	<b>16,358</b>	<b>0</b>	<b>3,649,948</b>	<b>0.15</b>	
	<b>PLANNED EXPENDITURE GRAND TOTAL</b>		<b>10,904,845</b>	<b>3,759,336</b>	<b>7,453,486</b>	<b>(3,224,942)</b>	<b>(308,318)</b>	<b>5,301,642</b>	<b>1,917,500</b>	<b>1,910,000</b>	<b>1,910,000</b>	<b>1,910,000</b>		<b>893,690</b>	<b>4,398,490</b>	<b>9,449,473</b>	<b>16,358</b>	<b>0</b>	<b>5,644,617</b>	<b>0.15</b>	

# Agenda Item 11



<b>Full Council</b>	<b>Tuesday, 13 December 2022</b>	<b>Matter for Information</b>
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**Report Title:** **Housing Standards in Rented and Social Rent Properties  
(Mould, Damp and Condensation)**

**Report Author(s):** **Chris Eyre (Housing Manager)**

<b>Purpose of Report:</b>	To provide assurance in respect of the condition of properties in the Council's role as a landlord.
<b>Report Summary:</b>	This report provides a review of the Council's housing stock in respect of the issues concerning the management of damp, mould and condensation.
<b>Recommendation(s):</b>	<p><b>A. That Members note the content of the report.</b></p> <p><b>B. That Members note that the Council will respond to the request for information by the Regulator of Social Housing as set out in Section 4 of this report.</b></p> <p><b>C. That Members note the letter to the Rt Hon Michael Gove MP regarding housing standards in private rented properties in the Borough as set out in Section 6 of this report.</b></p>
<b>Senior Leadership, Head of Service, Manager, Officer and Other Contact(s):</b>	<p>Tracy Bingham (Strategic Director / Section 151 Officer) (0116) 257 2845 <a href="mailto:tracy.bingham@oadby-wigston.gov.uk">tracy.bingham@oadby-wigston.gov.uk</a></p> <p>Adrian Thorpe (Head of Build Environment) (0116) 257 2645 <a href="mailto:adrian.thorpe@oadby-wigston.gov.uk">adrian.thorpe@oadby-wigston.gov.uk</a></p> <p>Chris Eyre (Housing Manager) (0116) 257 2726 <a href="mailto:chris.eyre@oadby-wigston.gov.uk">chris.eyre@oadby-wigston.gov.uk</a></p>
<b>Corporate Objectives:</b>	Providing Excellent Services (CO3)
<b>Vision and Values:</b>	Accountability (V1) Customer Focus (V5)
<b>Report Implications:-</b>	
Legal:	There are no implications directly arising from this report.
Financial:	There are no implications directly arising from this report.
Corporate Risk Management:	Reputation Damage (CR4)
Equalities and Equalities Assessment (EA):	There are no implications arising from this report.
Human Rights:	There are no implications arising from this report.

Health and Safety:	There are no implications arising from this report.
<b>Statutory Officers' Comments:-</b>	
Head of Paid Service:	The report is satisfactory.
Chief Finance Officer:	The report is satisfactory.
Monitoring Officer:	The report is satisfactory.
<b>Consultees:</b>	None.
<b>Background Papers:</b>	None.
<b>Appendices:</b>	<ol style="list-style-type: none"> <li>1. Housing Ombudsman 2021 Spotlight Report: Damp and Mould</li> <li>2. Response to the Rt Hon Michael Gove MP, Secretary of State for Levelling up, Housing and Communities</li> </ol>

## 1. Introduction

- 1.1 The tragic case of Awaab Ishak, who died recently of a respiratory condition caused by mould in his home, has rightly focused attention on the responsibility of all social housing providers to ensure that the homes they provide are well-maintained and of a decent standard.
- 1.2 It also demonstrates the serious effects of having damp and mould in the home and the impact on people's health and it has highlighted the importance of housing providers listening to their tenants' concerns, understanding their diverse needs, removing barriers to accessing services and responding promptly.

## 2. Background

- 2.1 The Council own and manage 1,202 properties throughout the Borough. The stock profile can be defined into property type illustrated below in table 1.

<b>Housing Stock (Property)</b>	<b>Number</b>
Bedsits	44
Bungalows	180
Flats	388
Maisonettes	106
Houses	484

**Table 1 Stock Profile Orchard April 2022**

- 2.2 In the past seven years the Housing Repairs Team has received and processed approximately 21,500 day to day repair jobs.
- 2.3 Of this number, 280 jobs/inspections were raised by the tenant reporting that they had a problem with damp, mould and/or condensation in their home.
- 2.4 This represents an annual average of 1.30% of jobs reported by a tenant being associated with damp, mould or condensation within the home. Table 2 provides a summary of the total number of day to day repair jobs reported in each of the last seven years, with the actual number of jobs reported and attributed to damp, mould or condensation.

Year	16 17	17 18	18 19	19 20	20 21	21 22	22 23	Total
Total Number of all repair jobs processed	2,294	4,005	3,854	3,266	2,754	3,631	1,693	21,497
Awaiting Inspection <b>(Damp mould and or condensation reported as an issue)</b>							6	
Job Raised <b>(Damp mould and or condensation reported as an issue)</b>							3	
Completed jobs/Inspections <b>(Damp mould and or condensation reported as an issue)</b>	50	59	40	37	36	46	27	280
% of jobs processed <b>(Damp mould and or condensation reported as an issue)</b>	2.17%	1.47%	1.03%	1.28%	1.34%	1.26%	0.70%	1.30%

Table 2 Orchard Repairs Module Data November 2022

- 2.5 There are no indicators to suggest that particular types of properties are susceptible to damp, mould and or condensation. Although 64% (180 properties) are houses and bungalows with the remaining 36% (100 properties) being flats or maisonettes.
- 2.6 In the analysis of the data and records there is no evidence to suggest that a tenant is repeatedly contacting the Council to report problems of damp, mould or condensation.
- 2.7 The Council's Corporate Complaint Procedure has recorded two separate occasions in which a tenant has made a formal complaint relating to damp, mould or condensation in their property. These complaints were received in 2019 and more recently, 2022. Both of these complaints were resolved to the tenant's satisfaction through the Council's complaint procedure.

### 3. The Landlord Response

- 3.1 As the landlord the Council has taken a pro-active approach to managing the problem of damp, mould and condensation in the home.
- 3.2 Historically, the Council has invested in the installation of quality mechanical extraction systems in kitchens and bathrooms and ensured that there is adequate fixed ventilation through air vents and air bricks.
- 3.3 In 2017 the Council installed positive pressure ventilation systems into all of the flats at Boulter Crescent. This was in response to significant problems of damp, mould and condensation in the flats throughout the scheme at that time.
- 3.4 In 2019 properties in Elizabeth Court were fitted with positive pressure ventilation.
- 3.5 Since November 2021 the Housing Repairs Team has adopted a robust process and procedure for managing damp, mould and condensation in Council homes.

- Allowing additional time for inspections and carrying out 360-degree surveys which

involves inspecting the entire property inside and out for additional defects that may result in damp and mould

- Prioritising damp inspections over most other requests for inspections
- Housing, Health and Safety Rating System (HHSRS) trained Property Inspectors, to ensure Inspectors identify health and safety hazards in the home and not just building defects
- Specialist contractor support including Envirovent, a leading manufacturer and supplier of ventilation systems and Rentokil who provide a wide range of damp proofing and condensation treatments
- Tenant advice and support, through support plans that provide bespoke advice, suggestions and support following each inspection.

#### **4. Responding to the Regulator of Social Housing**

- 4.1 In November 2022 the Regulator of Social Housing (RSH) has written to all Social Housing providers seeking an assurance that as Landlords they are addressing risks relating to damp and mould in tenants' homes.
- 4.2 The RSH asks what is the Council's approach to assessing the extent of damp and mould issues affecting our properties, including how we assess the prevalence of category 1 and 2 damp and mould hazards. Our response will be that we take a zero-tolerance approach to damp, mould and condensation interventions, with each household reporting a problem receiving a support plan that identifies what work will be carried out.
- 4.3 The RSH also asks in the context of the Council's approach, the most recent assessment of the extent of damp and mould hazards in our homes, including the prevalence of category 1 and 2 damp and mould hazards. We will respond by saying that we have carried out an assessment and our findings are that we have not seen an increase in the number of reports of damp, mould and condensation over the last seven years. The average number of reports of damp, mould and condensation equates to 1.3% (40 requests for service) of the total number of jobs reported in an average year. Also we will say that there is no evidence that there is a particular problem with property types and in specific areas.
- 4.4 Given the findings the RSH asks what action the Council is taking to remedy any issues and hazards, and ensure that our homes meet the Decent Homes Standard. In response to this question we will respond by elaborating on our proactive response to a tenant's request for service when they report problems or issues with damp, mould or condensation in their home. We will also provide a summary of how we use the data that we have, complaints and tenant feedback, to form part of strategic approach to improving homes. Finally on this point we will inform the RSH that the Council has committed to carrying out a full stock condition survey in April 2023.
- 4.5 Finally the RSH asks how we ensure that individual damp and mould cases are identified and dealt with promptly and effectively when raised by tenants and residents. We will respond by summarising our process and procedures associated with the management of damp, mould and condensation and that we have invested in training so that our Building Inspectors are trained to HHSRS standard.

#### **5. Housing Ombudsman**

- 5.1 The Housing Ombudsman has written an open letter to Social Housing landlords to bring a renewed focus on the recommendations that the Ombudsman made in their 2021 Spotlight report: Damp and Mould (Appendix 1). In this report the Ombudsman made 26 recommendations that a landlord should consider in their management of damp, mould and condensation.

5.2 In response to the Housing Ombudsman's renewed focus the housing team has initiated a review of the services connected with damp, mould and condensation set against the 26 recommendations. This review will be completed by 31<sup>st</sup> January 2023.

## **6. Housing Standards in Private Rented Properties in the Borough**

6.1 The Rt Hon Michael Gove MP, Secretary of State for Levelling up, Housing and Communities has written to all councils in England asking them to provide a range in information relating to damp, mould and condensation issues in private rented properties. The Council's response is included in Appendix 2.

## **7. Summary**

7.1 The Council is in a good position to provide the RSH with a significant assurance that we have a clear understanding and strong grip on damp and mould issues in our homes. We can demonstrate that we are taking a proactive response through our operational processes and procedures, and through the Council's Housing Improvement Programme we are working to prevent damp and mould by insulating our homes with the addition of providing good ventilation systems and measures to compliment the improvements.



# Housing

Ombudsman Service

## Spotlight on: Damp and mould

**It's not lifestyle**

**October 2021**

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# Foreword



When I started as the Ombudsman, one of the first cases I saw concerned damp and mould. The issues we investigated, and the experiences of residents living with it are now all too familiar.

I feel strongly these cases can be different. There are many and varying root causes that lead to damp and mould in the cases we investigate; but the impact on the resident is a thread that runs between them. You can see the distress, disruption, even embarrassment, felt by the resident. You can see the evident concern about their health and well-being, especially mental health; the impact on any children. Whether or not we uphold their complaint, this experience is real, and it is profound. It also reveals the strain on the resident and landlord relationship; the loss of trust and reputation.

These are circumstances that no one working in social housing should want to see. We decided to produce this report because of the high uphold rate and reoccurring reasons leading to maladministration. In the context of Covid-19, looking at housing conditions felt important, and the media stories we have seen throughout this year has reinforced the need for an examination. I know many housing professionals, who are passionate and committed to improving housing conditions, are alarmed by the stories they have seen. I recognise the challenges sometimes presented for landlords in tackling this problem; overcrowding, poverty, the age and design of homes. That's why this report, more than any other investigation we have done, identifies best practice and innovation within the sector.

Yet evidently there are also other deep-rooted reasons why landlords are sometimes falling short, evidenced by our high maladministration rate. These require changes in culture, behaviour and approach by them; from being reactive to proactive, and from inferring blame to taking responsibility. Our unique and entirely independent perspective as an Ombudsman provides important lessons and practical recommendations that are within the landlord's control. Our 26 recommendations are based on hundreds of investigations across 142 landlords – a really powerful body of evidence – more than 500 responses to our call for evidence and candid discussions with residents and landlords. It contains learning for everyone whatever their role. Nor is any landlord exempt from this learning; yes, urban high-rise presents more challenges, but one of the landlords we investigated manages fewer than 50 homes.

Our view is that landlords should adopt a zero-tolerance approach to damp and mould. This does not mean zero cases. But it does mean less fatalism. Fatalism that can sometimes result in a loss of empathy. The policy and legislative basis for taking a zero-tolerance attitude is compelling. It is clear many landlords are reacting to

residents rather than proactively reviewing the homes and buildings they manage or lease. Landlords should be on the front foot identifying potential issues which, given the age of some social housing, are likely to be more extensive than we have seen. Intelligence, data, and complaints should inform this strategic approach, which we know that some landlords are successfully taking. When there is a problem, effective diagnosis is critical. My view is landlords would also benefit from a consolidated and comprehensive policy in relation to damp and mould if they have not already adopted one. Establishing a clear and transparent framework on the landlord's approach to diagnosis and use of independent expertise; the steps they would take depending on whether the issues are structural or not; timescales, effective communication and appropriate mitigations; and after care. This approach would give the landlord and its residents insight and clarity. If such a comprehensive policy already exists, it may be time to review it.

This leads to the most sensitive area – the inference of blame on the resident and the associated onus on them when it is often not solely their issue. Our call for evidence revealed an immense frustration and sense of unfairness at the information residents are sometimes provided by landlords about issues like condensation and mould. This reoccurred so often it is appropriate to call it systemic. I met with residents who spoke about feeling patronised, even stigmatised. While I appreciate this is not intended, I would urge engagement with residents to review communication and literature, working together with them to co-design meaningful advice that shares responsibility and supports them at a distressing time. In doing so I hope the word 'lifestyle', when it may be a consequence of limited choices, is banished from the vernacular.

Although these steps may reduce complaints, it remains critical for complaint procedures to be accessible and responsive. Landlords need to 'find their silences' where complaints are not being raised when all indicators suggest there may be issues. It is profoundly wrong for any resident to feel their best option is to resort to the courts or media. Effective complaint handling is preferable to increasing disrepair claims, which may take longer or leave the issue unresolved. It is also important to remember the Ombudsman may order an independent inspection following an investigation and actions to resolve repair issues. It remains the individual's choice to pursue legal action, but the pre-action protocol on housing conditions encourages the use of alternative dispute resolution. Yet we have seen the complaints process being closed once the protocol commences. This is a missed opportunity to use the complaints process to its fullest potential and resolve issues in a less adversarial way. It is my opinion that the protocol does not constitute proceedings. Our jurisdiction guidance for landlords has been revised to make this clear and how complaint procedures and the protocol should work together is set out in this report. This should empower complaints teams to resolve issues, and I am also asking the Ministry of Justice to strengthen the protocol further to promote the use of the complaint procedure.

When we took the decision to conduct this investigation, damp and mould was not yet the focus of debate about social housing, but we have seen attention shift over the course of the last six months. Alongside building safety and net zero, it is clear

that a strategic response to damp and mould is required, particularly in the context of decarbonisation. The Decent Homes review is also an opportunity to consider these issues afresh. A better, fairer, more reasonable approach can be achieved and I would encourage landlords to share how they may do things differently with residents over the coming months.

**Richard Blakeway**  
**Housing Ombudsman**

# Our jurisdiction

We can consider complaints from the following people<sup>1</sup>

- A person who has a lease, tenancy, licence to occupy, service agreement or other arrangement to occupy premises owned or managed by a landlord who is a member of the Housing Ombudsman Scheme
- An ex-occupier if they had a legal relationship with the member at the time that the matter complained of arose
- A representative or person who has authority to make a complaint on behalf of any of the people listed above

This means that, as well as considering complaints from tenants, we can also accept complaints from leaseholders and shared owners. The only category of homeowners who are not eligible to bring a complaint to the Housing Ombudsman about a member landlord are those who own the freehold of their home.

However we cannot consider complaints where:

- The landlord/managing agent is not a member of the scheme
- The complainant does not have a landlord/tenant relationship, including leaseholders and shared owners, with a member landlord/managing agent
- The landlord complaints procedure has not been exhausted
- They concern matters that are, or have been, the subject of legal proceedings and where the complainant has or had the opportunity to raise the subject matter of the complaint as part of those proceedings
- That involve the level of service charges or costs associated with major works
- They fall within the jurisdiction of another Ombudsman, regulator or complaint handling body.

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<sup>1</sup> Para. 25 of the Housing Ombudsman Scheme lists the people who can make a complaint to the Ombudsman.

# Summary of recommendations for senior management

## Chapter 1: From reactive to proactive

1	Landlords should adopt a zero-tolerance approach to damp and mould interventions. Landlords should review their current strategy and consider whether their approach will achieve this.
2	Landlords should consider whether they require an overall framework, or policy, to address damp and mould which would cover each area where the landlord may be required to act. This would include any proactive interventions, its approach to diagnosis, actions it considers appropriate in different circumstances, effective communication and aftercare.
3	Landlords should review the accessibility and use of their systems for reporting repairs and making complaints to 'find their silence'.
4	Landlords should identify opportunities for extending the scope of their diagnosis within buildings, for example by examining neighbouring properties, to ensure the response early on is as effective as possible.
5	Landlords should implement a data driven, risk-based approach with respect to damp and mould. This will reduce over reliance on residents to report issues, help landlords identify hidden issues and support landlords to anticipate and prioritise interventions before a complaint or disrepair claim is made.
6	Where properties are identified for future disposal or are within an area marked for regeneration, landlords should proactively satisfy themselves that residents do not receive a poorer standard of service or lower living conditions, that steps are taken to avoid homes degrading to an unacceptable condition and that they regularly engage and communicate with these residents.
7	Landlords should avoid taking actions that solely place the onus on the resident. They should evaluate what mitigations they can put in place to support residents in cases where structural interventions are not appropriate and satisfy themselves they are taking all reasonable steps.
8	Together with residents, landlords should review the information, materials and support provided to residents to ensure that these strike the right tone and are effective in helping residents to avoid damp and mould in their properties.

9	Landlords should be more transparent with residents involved in mutual exchanges and make the most of every opportunity to identify and address damp and mould, including visits and void periods.
10	Landlords should ensure their strategy for delivering net zero carbon homes considers and plans for how they can identify and respond to potential unintended consequences around damp and mould.

## Chapter 2: From inferring blame to taking responsibility

11	Landlords should review, alongside residents, their initial response to reports of damp and mould to ensure they avoid automatically apportioning blame or using language that leaves residents feeling blamed.
12	Landlords should consider their current approach to record keeping and satisfy themselves it is sufficiently accurate and robust. We would encourage landlords to go further and consider whether their record keeping systems and processes support a risk-based approach to damp and mould.
13	Landlords should ensure that their responses to reports of damp and mould are timely and reflect the urgency of the issue.
14	Landlords should review the number of missed appointments in relation to damp and mould cases and, depending on the outcome of any review, consider what steps may be required to reduce them.
15	Landlords should ensure that their staff, whether in-house or contractors, have the ability to identify and report early signs of damp and mould.
16	Landlords should take steps to identify and resolve any skills gaps they may have, ensuring their staff and contractors have appropriate expertise to properly diagnose and respond to reports of damp and mould.
17	Landlords should ensure that they clearly and regularly communicate with their residents regarding actions taken or otherwise to resolve reports of damp and mould. Landlords should review and update any associated processes and policies accordingly.
18	Landlords must ensure there is effective internal communication between their teams and departments, and ensure that one individual or team has overall responsibility for ensuring complaints or reports are resolved, including follow up or aftercare.
19	Landlords should ensure that their complaints policy is effective and in line with the Complaint Handling Code, with clear compensation and redress guidance. Remedies should be commensurate to the distress and inconvenience caused to the resident, whilst recognising that each case is individual and should be considered on its own merits.



### Chapter 3: From disrepair claims to resolution

20	Landlords need to ensure they can identify complex cases at an early stage, and have a strategy for keeping residents informed and effective resolution.
21	Landlords should identify where an independent, mutually agreed and suitably qualified surveyor should be used, share the outcomes of all surveys and inspections with residents to help them understand the findings and be clear on next steps. Landlords should then act on accepted survey recommendations in a timely manner.
22	Where extensive works may be required, landlords should consider the individual circumstances of the household, including any vulnerabilities, and whether or not it is appropriate to move resident(s) out of their home at an early stage.
23	Landlords should promote the benefits of their complaints process and the Ombudsman to their residents as an appropriate and effective route to resolving disputes.
24	Landlords should continue to use the complaints procedure when the pre-action protocol has commenced and until legal proceedings have been issued to maximise the opportunities to resolve disputes outside of court. Landlords should ensure their approach is consistent with our jurisdiction guidance and their legal and complaint teams work together effectively where an issue is being pursued through the complaints process and protocol.

### Chapter 4: From a complaints to a learning culture

25	Landlords should consider how best to share learning from complaints and the positive impact of changes made as a result within the organisation and externally. Systems should allow the landlord to analyse their complaints data effectively and identify themes, trends and learning opportunities.
26	Landlords should ensure they treat residents reporting damp and mould with respect and empathy. The distress and inconvenience experienced by residents in this area is some of the most profound we have seen, and this needs to be reflected in the tone and approach of the complaint handling.

# Background and methodology

## Overview

No one can have failed to have been shocked by the conditions some residents evidenced in media coverage earlier this year. While most social housing is of a decent standard it is clear this is an area where, compared to others, residents feel a great deal of frustration and dissatisfaction. Cases like those shown in the media are thankfully a minority, however, even one such case is one too many. The recent media coverage clearly demonstrates the significant impact on residents when things do go wrong, complaints are not responded to appropriately, and lessons are not learned.

There is a strong legislative and policy basis to prevent these issues arising but it is clear that despite this, residents are still facing problems, sometimes extreme problems, and landlords are struggling to resolve these. This means we need a fresh approach.

This report is published as we move into the time of year when damp and mould is more prevalent and a rise in reports of damp and mould is probable this year as people have been spending more time at home due to the Covid-19 pandemic and subsequent changes to working patterns.

Following each news report, we reviewed our own casebook and identified that none of the cases featured had been referred to us for consideration. We are deeply concerned that we did not see any of those cases where we could have helped. The call for evidence helped us 'find our silence' and we have since seen a 50% increase in complaints about damp and mould.

The media investigation and our call for evidence highlight how vital it is that landlord complaint processes are accessible and effective for residents. Clearly there is also an awareness issue with our own service, and we have initiated a project to widen access to complaints in response<sup>2</sup>.

The nature of an Ombudsman's role means that we are more likely to see cases where things have gone wrong than cases where they have gone right. We also know that some landlords are doing excellent work in this space. As such we have highlighted examples of good practice throughout this report to help landlords make improvements to both their services and residents' lives.

This report prompts learning for three groups within landlords. Our case studies provide learning points for case handlers. Our recommendations are aimed at senior management to consider their organisation's approach. In our final chapter we ask a series of questions for governing bodies to discuss and seek assurance on, and

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<sup>2</sup> [Housing Ombudsman launches project on widening access to complaints - Housing Ombudsman \(housing-ombudsman.org.uk\)](https://www.housing-ombudsman.org.uk)

strongly encourage any learning as a result of this report, or wider work by the landlord, be shared with residents.

### **Legislative requirements**

There are legislative requirements setting out what is considered to be a decent home. The Decent Homes Standard was updated in 2006 to take account of the Housing Health and Safety Rating System (HHSRS), which replaced the Housing Fitness Standard<sup>1</sup>. According to the Standard, for a home to be considered 'decent' it must:

1. Meet the current statutory minimum standard for housing
2. Be in a reasonable state of repair
3. Have reasonably modern facilities and services, and
4. Provide a reasonable degree of thermal comfort.

However, the Government's Social Housing White Paper identified that the Decent Homes Standard does not "reflect present day concerns".

The Homes (Fitness for Human Habitation) Act 2018 amended the Landlord and Tenant Act 1985, with the aim of ensuring that all rented accommodation is fit for human habitation. While it did not create new obligations for landlords, it required landlords to ensure their properties are fit for human habitation at the beginning of, and throughout, the tenancy. The Landlord and Tenant Act does not define "fit for human habitation", but consideration should be given to repair, stability, freedom from damp, internal arrangement, natural lighting, ventilation, water supply, drainage and sanitary conveniences, facilities for preparation and cooking of food, the disposal of wastewater and any prescribed hazard.

The Act also strengthened tenants' means of redress where landlords do not fulfil their obligations, with the expectation that if tenants are empowered to take action against their landlord, standards will improve. The Act gives the tenant the right to take their landlord to court and can therefore be costly if the court does not find in the landlord's favour. For registered providers, it has led to an increase in speculative disrepair claims from solicitors on a "no win no fee" basis. This is not necessarily the most effective route to resolution for residents as some registered providers will settle the claim out of court while the underlying disrepair issue remains outstanding.

### **Social housing compared to the private rented sector**

According to the 2019-20 English Housing Survey<sup>3</sup>, serious condensation and mould problems were present in at least one room in 133,000 (3%) social sector homes and 192,000 (5%) of homes lacked thermal comfort. Homes built between 1981 and 1990 were most likely to fail the decent homes standard for thermal comfort.

Although damp and mould is not specifically mentioned in relation to private rented sector (PRS) properties, the survey does note that the PRS had the highest proportion of non-decent homes (23%, 1.1 million). In comparison, the social housing sector had the lowest proportion of non-decent homes (12%, 504,000). We heard

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<sup>3</sup> [English Housing Survey 2019 to 2020: headline report - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/424242/English_Housing_Survey_2019_to_2020_headline_report.pdf)

from private tenants in our call for evidence, many facing problems with damp and mould. Given our mandatory membership consists of social landlords, the PRS is considered outside the scope of our recommendations but private tenants' responses evidence the need for redress to be strengthened across the housing market.

### **Health and well-being**

One of the areas where we see damp and mould having the greatest impact is on health and wellbeing. This came across repeatedly in our casework and in our call for evidence, with distress and health issues referenced in almost every case. While our investigations do not find causation with health conditions, we do consider the detriment, and this is a reoccurring factor where we find maladministration.

Residents living in homes with damp and mould may be more likely to have respiratory problems, allergies, asthma, and other conditions that impact on their immune system<sup>4</sup>. This, set against the context of the COVID-19 pandemic, highlights the potential seriousness of this issue for residents. There are also other broader impacts on the mental health, education and career prospects of residents living with damp and mould, highlighting why there is a real urgency for change.

### **Methodology and structure of the report**

In addition to reviewing our casebook for the last two financial years, we also conducted a call for evidence that ran for seven weeks during April to June 2021, asking for assistance from both the public and sector professionals to inform our understanding. We held discussions with landlords and with several representative bodies, including the National Housing Federation, the G15 organisation and the Northern Housing Consortium. We also held discussions with our Resident Panel and the Tenant Participation Advisory Service.

This report will set out the data from our casebook before moving onto the insight we gathered from the call for evidence. We will then explore the four themes identified by the datasets and our discussions, making recommendations, and using case examples to illustrate our findings, before drawing conclusions and setting out the next steps.

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<sup>4</sup> [Can damp and mould affect my health? - NHS \(www.nhs.uk\)](https://www.nhs.uk)

# Key data

## Overall complaint volumes and outcomes – April 2019 to March 2021



**1,595** complaints from residents about damp and mould were reported while within the landlord's complaint process and were assisted by our Dispute Support Team



**410** damp and mould complaints were formally investigated because the resident was dissatisfied with the landlord's response



**56%** of cases we investigated resulted in findings of maladministration



**976** individual findings were made within those complaints



**501** orders were made to put something right with 288 additional recommendations



**£123,094.57** in compensation was ordered across 222 cases, with sums over £1,000 being ordered in 21 cases

## Maladministration findings related to landlord size

We investigated 142 landlords within our formal remit, finding maladministration against 92 of them; nearly two thirds of the landlords we investigated. As would be expected, the majority (52%) of the landlords we investigated were large landlords who account for the majority of social homes.

Landlords investigated by size			
	Under 1,000 homes	Between 1,000 and 10,000 homes	Over 10,000 homes
<b>Number</b>	8	60	74
<b>Percentage</b>	6%	42%	52%

The following table shows a breakdown of complaints maladministration findings by landlord size.

Maladministration findings by landlord size			
	Under 1,000 homes	Between 1,000 and 10,000 homes	Over 10,000 homes
<b>Number</b>	3	39	50
<b>Percentage</b>	3%	42%	55%

The following table shows the maladministration rate – the proportion of their cases that we find maladministration on – by reference to landlord size.

Maladministration rate by landlord size			
	Under 1000 homes	Between 1000 and 10,000 homes	Over 10,000 homes
<b>Percentage</b>	38%	65%	67%

While the data may appear to indicate that there is less of a problem for smaller landlords, this is not necessarily the case as will be discussed in later chapters.

## Landlord performance

The following table shows landlord performance in relation to cases concerning damp and mould.

The table is ordered by maladministration (mal) findings per 10,000 homes to make a fairer comparison that accounts for the size of the landlord. The table also includes other important factors including amount of compensation paid and the maladministration rate as a percentage of all cases investigated by the Ombudsman.

All of these landlords are large landlords with more than 10,000 homes and this correlates with the perception that local councils and landlords covering high density urban areas, with a greater prevalence of flats and converted properties, have the highest maladministration rate.

<b>Overall</b>						
<b>Landlord</b>	<b>All damp and mould cases</b>	<b>Cases with mal</b>	<b>% mal</b>	<b>Number of homes</b>	<b>Total compensation</b>	<b>Mal per 10,000 homes</b>
<b>Hammersmith and Fulham Council</b>	20	13	65	12,022	£8,785.00	10.8
<b>A2Dominion Housing Group</b>	11	10	91	33,106	£10,037.22	3.0
<b>Camden Council</b>	10	8	80	32,351	£11,692.00	2.5
<b>Lambeth Council</b>	10	5	50	24,051	£2,882.00	2.0
<b>Southwark Council</b>	13	10	77	53,800	£3,450.00	1.9
<b>Leeds City Council</b>	14	8	57	56,654	£1,967.00	1.4
<b>Clarion Housing Association</b>	21	14	67	109,545	£5,557.00	1.3
<b>Birmingham City Council</b>	13	8	62	65,600	£525.00	1.2
<b>Sanctuary Housing Association</b>	12	6	50	75,831	£9,375.15	0.8
<b>London &amp; Quadrant Housing Trust</b>	12	6	50	79,811	£3,382.47	0.8

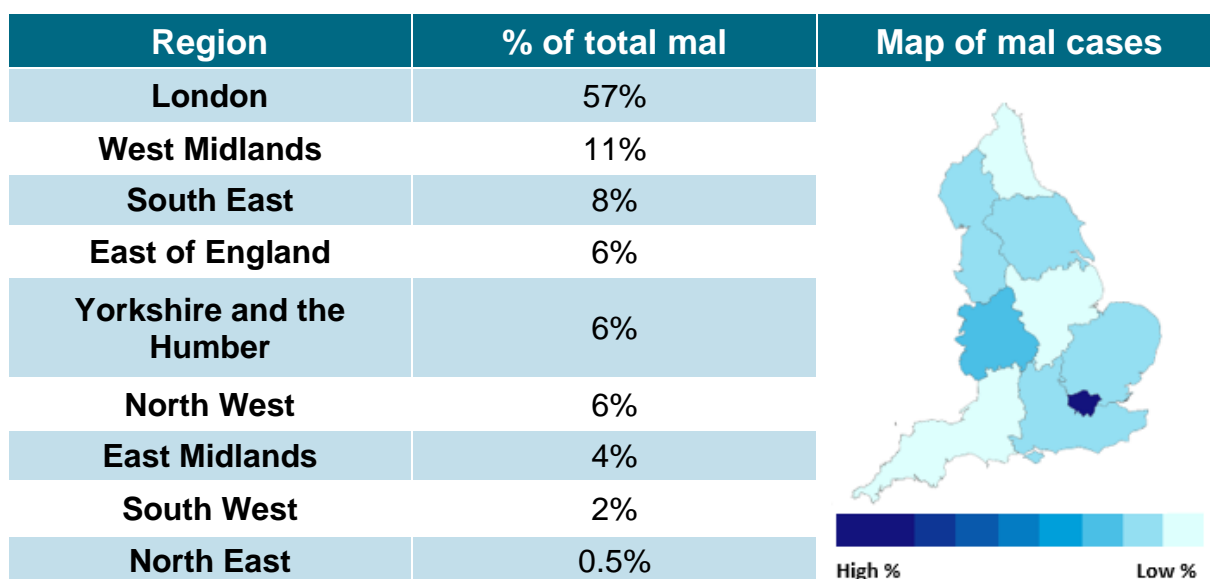
The following table shows landlord performance in relation to cases concerning damp and mould for landlords with between 1000 and 10,000 homes.

<b>1,000 to 10,000 homes</b>						
<b>Landlord</b>	<b>All damp and mould cases</b>	<b>Cases with mal</b>	<b>% mal</b>	<b>Number of homes</b>	<b>Total compensation</b>	<b>Mal per 10,000 homes</b>
<b>Harrow Council</b>	4	3	75	5,969	£774.00	5.0
<b>Newlon Housing Trust</b>	4	3	75	7,241	£4566.50	4.1
<b>Waltham Forest Council</b>	5	1	20	9,653	£1,130	1.0

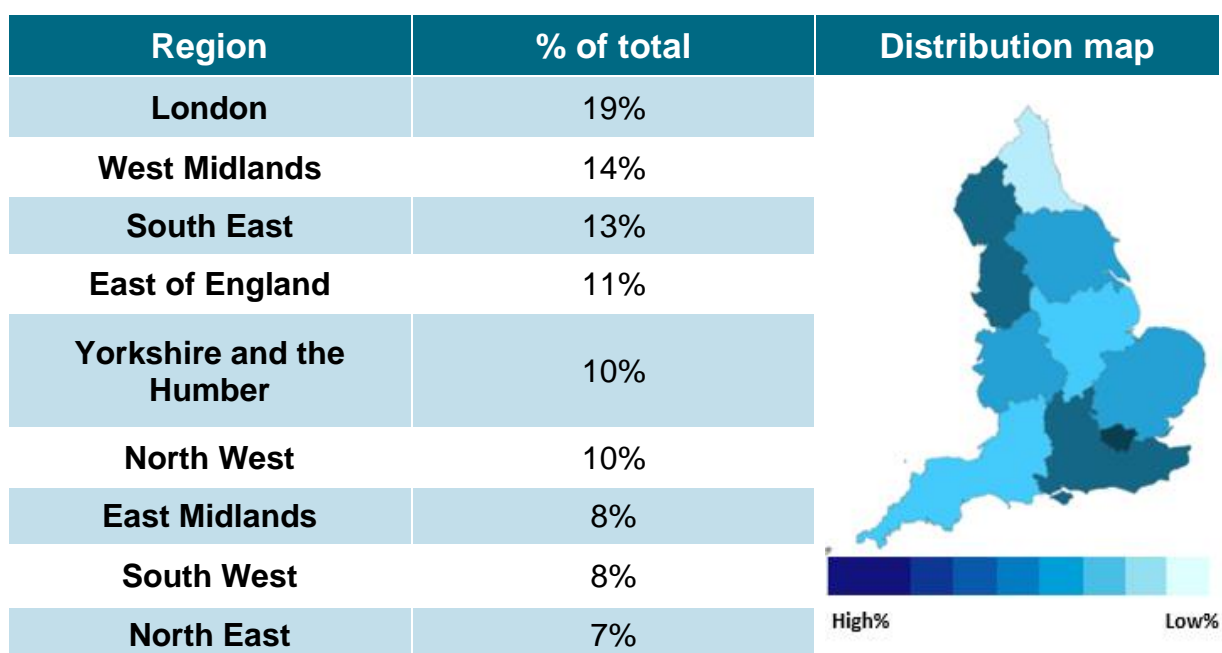
No table has been produced for landlords with less than 1,000 homes as the data for this group is highly variable and does not enable meaningful comparisons to be made.

## Heat map of maladministration cases

The maps below show the geographical locations of all damp and mould cases with findings of maladministration and the geographical distribution of social housing. Although this clearly demonstrates a disproportionately higher proportion of cases in London, this could be influenced by other factors such as age profile and occupancy levels (i.e. overcrowding) of homes.



## Heat map of distribution of social housing<sup>5</sup>




<sup>5</sup> We have been unable to find postcode data for leasehold properties where the freeholder, head leaseholder or managing agent is a social landlord. Consequently, the number of homes represented are for social rent only.



## Landlord response to fixing damp and mould problems

This data is a subset of the overall data above showing landlord performance in relation to dealing with reports of damp and mould. This analysis uses individual findings from the cases we investigated; a single case may have one or more findings associated with it.



We found maladministration on issues related to damp and mould in **40%** of cases



**373** findings



**286** orders  
with 189 additional  
recommendations




**£87,553.97**  
compensation in total was ordered in 177 cases

The table below shows landlords with findings in relation to damp and mould. Again, local councils and landlords with portfolios in high density urban areas have the highest maladministration rate.

Landlord	All damp and mould findings	Mal findings	mal %	Number of homes	Mal rate per 10,000 homes
Hammersmith and Fulham Council	23	15	65%	12,022	12.5
Haringey Council	10	6	60%	15,106	4.0
A2Dominion Housing Group Limited	12	11	92%	33,106	3.3
Camden Council	12	9	75%	32,351	2.8
Lambeth Council	11	6	55%	24,051	2.5
Southwark Council	13	10	77%	53,800	1.9
Leeds City Council	16	9	56%	56,654	1.6
Birmingham City Council	14	9	64%	65,600	1.4
Clarion Housing Association Limited	21	14	67%	109,545	1.3
Islington Council	11	4	36%	34,594	1.2
Sanctuary Housing Association	16	8	50%	75,831	1.1
London & Quadrant Housing Trust	14	8	57%	79,811	1.0
Notting Hill Genesis	10	4	40%	50,466	0.8

## Landlord complaint handling performance

This data is a subset of the overall data above showing landlord performance in relation to complaint handling when the substantive issue was damp and mould. This analysis uses individual findings from the cases we investigated; a single case may have one or more findings associated with it.



**We found maladministration on complaint handling in 64% of cases**



**144 findings**



**105 orders**  
with 53 additional recommendations



**£12,556**  
compensation in total was ordered in 84 cases

The table below shows landlords with findings in relation to complaint handling with respect to damp and mould, which is a universal factor and not directly related to the location of the landlord portfolio. Local councils generally have the highest maladministration rate.

Landlord	All findings	Mal findings	Mal %	Number of homes	Mal rate per 10,000 homes
Hammersmith and Fulham Council	7	4	57%	12,022	3.3
Camden Council	8	6	75%	32,351	1.9
Lambeth Council	6	4	67%	24,051	1.7
Southwark Council	6	6	100%	53,800	1.1
Birmingham City Council	5	5	100%	65,600	0.8
Clarion Housing Association Limited	7	6	86%	109,545	0.6
Sanctuary Housing Association	5	4	80%	75,831	0.5

## Call for Evidence insights

Under the new Housing Ombudsman Scheme, we can conduct investigations into potential systemic and thematic issues. In March 2021 we published our systemic framework setting out how we look beyond individual disputes to identify key issues that impact on residents and landlords' services. A review of our case data identified that damp and mould featured significantly in our work and that compensation levels are proportionately higher, reflecting that damp and mould can have a significant impact on residents.

We used our new powers to issue a call for evidence. We invited submissions from all stakeholders, including member landlords, their residents and relevant housing professionals. The call for evidence opened on 13 April 2021 and ran until 4 June 2021.

### Increased awareness

Prior to the call for evidence, we received an average of 6-7 damp and mould cases per week. This has increased by approximately 50%. During the call for evidence itself, we received 523 cases relating to damp and mould, 464 of which were from member landlords with the rest from the private sector. We referred 76 responses to the call for evidence to our dispute support team for follow up action as these were of concern.

### Call for evidence survey responses



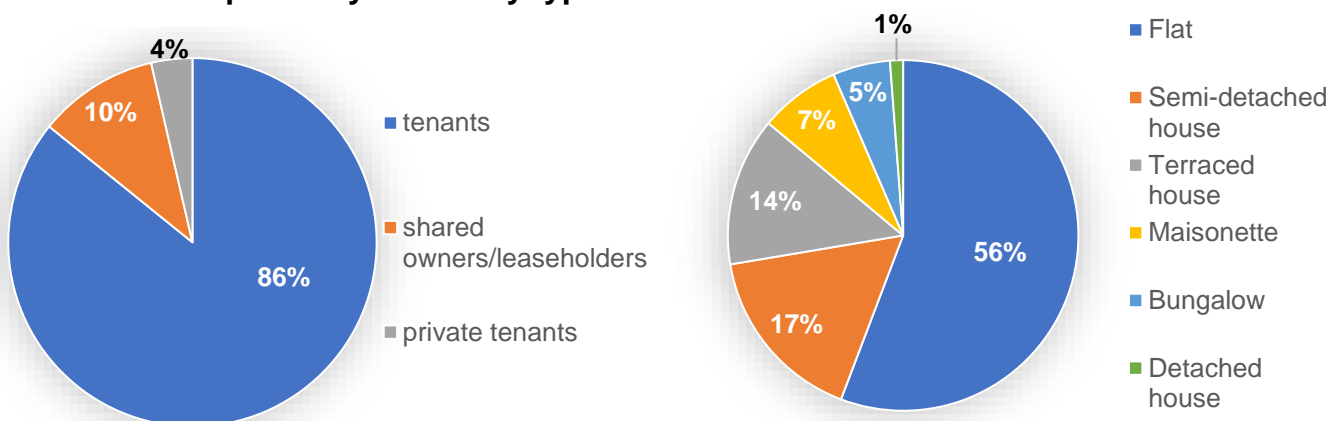
We also received 20 written responses from landlords and other relevant agencies including Citizens Advice, the National Housing Federation (NHF), the Chartered Institute of Public Health, and the National Federation of ALMOs. While these written submissions have been considered and insights from them do feature throughout the report, they have not been included in our data tables.

### According to survey responses, the top three causes of damp and mould are:



Condensation was fourth with 18%. It should be noted that these causes are often not mutually exclusive, and our respondents acknowledged that some or all of the causes may be present in any particular case.

## Resident response by residency type

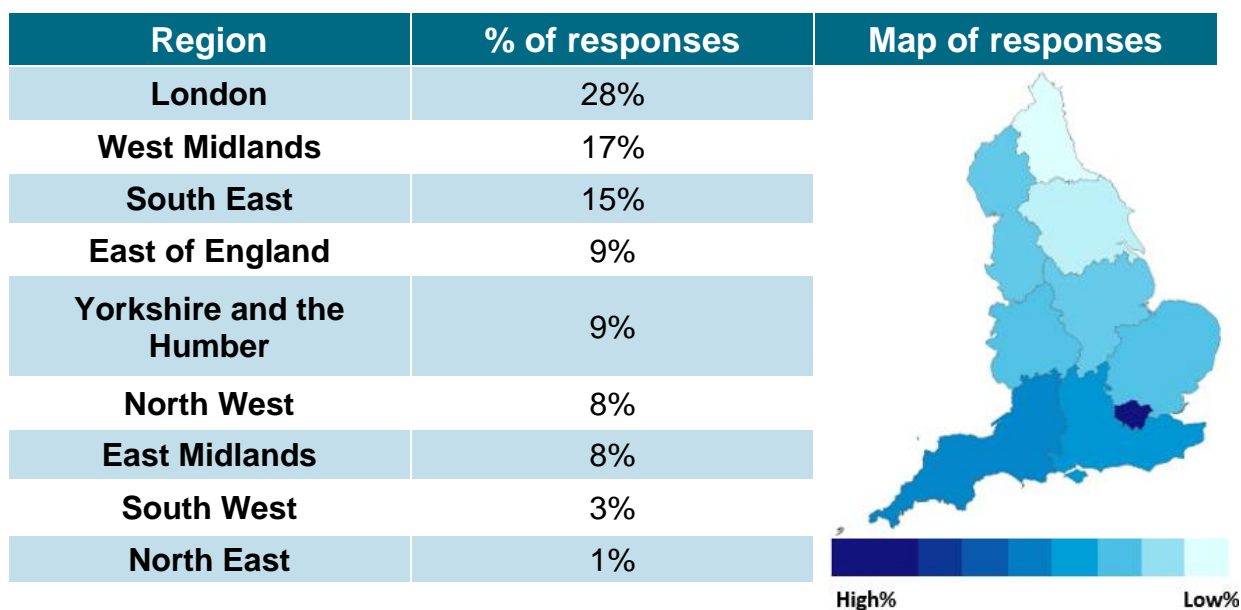


Of the 416 residents that responded to the survey, 357 said they were tenants, 44 said they were shared owners/leaseholders and 15 said they were private tenants. The Ombudsman can only consider complaints from private tenants where their private landlord has opted to be a voluntary member of the Scheme.

Most residents responding to the survey lived in a flat and are therefore likely to experience issues in addressing damp and mould issues that residents in houses do not experience, such as landlords requiring access to other properties to locate the source of a leak.

## Heat Map of Call for Evidence respondents

This heat map shows the geographical location of the respondents to our call for evidence. Notably, although London is top, by comparison to the location of social housing and our maladministration findings we received proportionately more responses from the South West, which may be indicative of an emerging issue for providers in that area.



## Quotes from respondents

Most people surveyed did not think the root causes of damp and mould were difficult to identify but did think they were difficult to address.

The general sense of frustration felt by residents who did not feel that they were being heard or their landlord did not seem to them to be taking their repair reports or complaints seriously was apparent from several responses.

The selected quotes below are proportionate and reflective of the responses to the call for evidence.



*"It is very tiresome trying to explain to tenants it is not rising damp, time consuming and they don't believe it"*

Landlord



*"Most landlords will tend to blame the issue on condensation created by the tenants unless the damp has reached the water stain stage."*

Contractor



*"There are obvious holes and cracks in the walls. I keep the property heated properly and let out condensation ... I spend hours cleaning off mould and I can smell it when I sleep at night."*

Resident



*"They have been steadfast in insisting that you ventilate, open windows and keep the heating on low. I have been put off bringing it to their attention because ... there was a hostile attitude towards tenants. It brow beats you down. When even care coordinators and social workers repeat ... that the council won't do anything, you just give up."*

Resident



*"Landlords I feel don't care ... according to them and the person that came to my property, it's the tenant's responsibility. Which I found was an easy way out for them."*

Resident



*“It appears to be an issue that is dismissed ... The inspector [that came to the house] said he doesn’t know why the council are doing this inspection as they are unlikely to take any action.”*

Resident



*“There is a culture of not caring as they hear it all the time. There is a lack of involvement with their tenants which leads to a them and us culture and where issues could be dealt with quickly and efficiently, the lack of communication means things take much longer.”*

Resident

# Chapter 1: From reactive to proactive

## Zero-tolerance approach

The building safety crisis and the challenge of net zero is leading many landlords to proactively examine the homes they rent or lease. This is an opportunity for landlords to improve their approach to damp and mould by adopting a zero-tolerance approach. Both our casework and call for evidence suggest that landlords miss opportunities to address issues early on either because of a protracted diagnosis or by failing to extend their investigations to other properties within a block after a problem is reported. Moving from a reactive to proactive approach to tackling damp and mould is essential to improving the experience of residents.

The need to address damp and mould has been raised in successive policy measures, including legislation, seeking to improve the conditions of homes. The Government has also said it will review the Decent Homes Standard, as it does not fully reflect present day concerns.

Our investigation indicates that addressing damp and mould needs to be a higher priority for some landlords. A proactive attitude needs to be the bedrock of a revised approach. We are aware that some landlords are revising their approach, but this is not necessarily universal.

Nor is it evident that all landlords have a clear, comprehensive, and consolidated framework, or policy, to respond to damp and mould. This means that landlords may need to rely on different policies or procedures to inform their response to the resident, such as their repairs policy if there are structural issues. This can lead to a lack of clarity and inconsistency and make it harder to manage the resident's expectations. Such a policy or framework would ensure a shared understanding and approach across different teams within the organisation, to reduce the risk of silos.

### **Good practice – a consolidated, comprehensive policy**

One council has implemented a specific damp and mould policy with the key principles of ensuring they provide dry, warm, healthy homes for their tenants, and to ensure that the fabric of the buildings are protected from deteriorating due to damp and mould.

The policy also outlines their approach to proactive and reactive investigations, planning of resources in anticipation of periods of higher demand, budget management to reduce instances of damp and mould and ensuring staff have the correct equipment to assess cases.

The policy clearly sets out how they will achieve those aims with a focus on reducing condensation, recognising the health risks of living with damp and mould, staff training to enable them to spot risk factors and understand the stock portfolio. They are also committed to seeking out and adopting best practice from other organisations.

### **Recommendation 1 for senior management**

**Landlords should adopt a zero-tolerance approach to damp and mould interventions. Landlords should review their current strategy and consider whether their approach will achieve this.**

### **Recommendation 2 for senior management**

**Landlords should consider whether they require an overall framework, or policy, to address damp and mould which would cover each area where the landlord may be required to act. This would include any proactive interventions, its approach to diagnosis, actions it considers appropriate in different circumstances, effective communication and aftercare.**

### **Reducing over-reliance on residents to report issues**

It is evident that many landlords have been too reliant on residents reporting issues. We have also heard from landlords that many of their customers complained after having to chase missed appointments and report recurrence of damp and mould in their homes. Landlords should consider proactive actions to identify homes that have, or may be at risk of, developing problems rather than waiting for their residents to report issues.

The challenges which some residents face in accessing complaints procedures may also mean issues are not being addressed. Responses to our call for evidence suggest some residents may simply give up reporting issues to their landlord where trust has been eroded. This means there is likely to be a gap between what is known by the landlord and the true extent of these issues. By taking steps to 'find your silence' landlords can reduce the size of that gap.

Options include surveying residents, especially where there have been previous reports of damp and mould, or identifying underrepresented groups who are not approaching the landlord.

### **Recommendation 3 for senior management**

**Landlords should review the accessibility and use of their systems for reporting repairs and making complaints to 'find their silence'.**

### **Understanding and managing risk**

Where we have found maladministration, it is often because the landlord missed opportunities to identify and address problems earlier in an individual case. This lesson can be applied across all the homes for which the landlord has responsibility. We have found some landlords are proactive in their approach and use information held about the homes and households on their systems to ensure they understand the risk profile in relation to damp and mould. This includes exploring to see if there



are wider problems within a building or linking reports to other cases thereby avoiding additional time, cost, and impact on their residents at a later stage.

Crucially the way we use our homes has changed significantly over the last 18 months as a result of the COVID-19 pandemic and this change may extend into the future, potentially altering the risk profile of properties for damp and mould. Landlords should consider how they incorporate these changes into the intelligence they hold about their stock.

There are a range of factors that will affect the risk profile of a property which we have divided into two categories: structural and occupancy. Structural factors include property age, design, and modifications. For example, certain types of properties such as converted street properties, buildings of concrete construction or traditional solid type construction are more susceptible to damp and mould than others and can require significant investment to address the issues.

Occupancy factors may include overcrowding and the availability and use of heating and ventilation systems. They also include individual circumstances such as disability, financial hardship, and health conditions. Proactive management could potentially involve checks from landlords to assure themselves about the condition of the property. While the upfront cost may be significant, this can aid resolution and reduce the time and cost of repeat visits to the same properties to respond to damp and mould issues.

### **Good practice – Adopting a data led, proactive approach**

Following a review of current approaches and interventions in response to damp and mould, one large landlord adopted a data-led, proactive approach and have implemented eight key changes. They have building reports based on where they have known issues with damp and condensation to help identify building typologies, locations, property age and tenancy types that are more vulnerable to condensation, damp, and mould. The model will be used to proactively target properties for specialist interventions before problems arise.

In 2018, another large landlord undertook a pilot scheme in one of their estates. They completed a risk assessment of nearly 300 homes to classify properties as low, medium or high risk of condensation, damp, and mould. Interventions for the homes included:

- Low risk: 1-to-1 energy advice and anti-mould paint applied to affected room(s).
- Medium risk: as low risk plus a smart heating controller.
- High risk: as medium risk plus a centralised mechanical extract ventilation system.

On review a year later 100% of residents reported that their condensation, damp, and mould issues had been rectified. The landlord concluded that the use of risk assessments enabled targeted interventions.

#### **Recommendation 4 for senior management**

**Landlords should identify opportunities for extending the scope of their diagnosis within buildings, for example by examining neighbouring properties, to ensure the response early on is as effective as possible.**

#### **Recommendation 5 for senior management**

**Landlords should implement a data driven, risk-based approach with respect to damp and mould. This will reduce over reliance on residents to report issues, help landlords identify hidden issues and support landlords to anticipate and prioritise interventions before a complaint or disrepair claim is made.**

#### **Case study – Landlord failed to take proactive action to ensure property was of a decent standard**

Within three months of moving into his home, Mr A reported that the wall in his bedroom was wet and there was extensive mould. On inspection, the landlord found wallpaper that had been put up a week earlier was already peeling off, the underside of the carpet was mouldy, and the wardrobe and drawers were also mouldy. A damp survey indicated there was no evidence of damp in or around the bedroom wall. Mr A submitted a claim for damage to his belongings, which the landlord acknowledged and advised it would respond to on receipt of a technical survey.

Following a further inspection, the landlord noted the ventilation brick had been blocked by expanding foam, which it attributed to the previous tenant. The landlord ordered the installation of additional air bricks in three rooms and offered Mr A £250 for the damage to his belongings which he accepted. Mr A was decanted for remedial works to start but an inspection a week later noted the remedial works had not solved the problem and the property was uninhabitable due to the *“foul smell and sheer amount of mould growth.”* The landlord ordered further air bricks and left the property to dry out.

Three months later, the landlord ordered further remedial works including the removal of plaster in the hallway and bedrooms, and the installation of foil-backed plasterboard. It subsequently fitted new flooring, a new radiator and adjusted the internal doors which had swollen due to the amount of moisture in the property.

Mr A submitted a complaint and received two letters from the landlord on the same day. One acknowledging the complaint and outlining the timeframe for a response, the other summarising the complaint and advising an offer of compensation would be made shortly. After not receiving an offer of compensation, Mr A asked for his complaint to be escalated. In its response the landlord offered to pay a cleaning company to clean his sofa, carpet, and cushions, to replace Mr A’s bed and bedding and £500 in recognition of the disruption caused.

Mr A accepted the offer apart from the cleaning of furnishings, as he wanted to replace the sofa instead and brought his complaint to the Housing Ombudsman.

## **Outcome**

We found service failure in the landlord's response to the reports of damp and mould and its complaint handling. We found the landlord had not adequately inspected the property prior to re-letting it and had failed to inspect the ventilation bricks. The landlord acknowledged the property was in such a poor state that it should not have been re-let. We also found the landlord delayed unreasonably in responding to Mr A's reports and that it did not follow its complaint policy. We ordered the landlord to pay the £870 to Mr A directly instead of the cleaning company so Mr A could replace his sofa. We also ordered the landlord to replace the items and pay the £500 in compensation as per its final offer.

## **Learning**

Landlords should ensure that they thoroughly inspect empty properties before re-letting them and consider whether the property is suitable for re-letting in its current state. If a property is not suitable for re-letting, landlords should ensure works are completed to bring it to a reasonable standard before it is re-let. If this is not possible, landlords should manage the property in accordance with its disposal policy.

## **Questions for landlord complaint handlers**

- What processes do you have in place to ensure properties are of a reasonable standard before being re-let?
- Does your void checklist cover the repairs history of the property as well as checking ventilation such as air bricks and extractors?

## **Disposal and regeneration**

Landlords should be especially mindful of how they respond to reports of damp and mould in stock that may be nearing the end of its life or is within an area earmarked for future regeneration as this may influence how staff deal with such reports. The regeneration process can be complex and costly, but landlords still have an obligation to ensure the homes they provide are of a decent standard.

Landlords should consider the condition of properties identified for regeneration and that ensure appropriate steps are taken to mitigate against the risk of homes degrading into an unacceptable condition through reduced investment and maintenance. This includes regular resident engagement and communication to manage expectations and enable open dialogue. Crucially, landlords should remember that their asset is someone's home, and they should not receive a lesser service than residents living in other areas.

### **Recommendation 6 for senior management**

**Where properties are identified for future disposal or are within an area marked for regeneration, landlords should proactively satisfy themselves that residents do not receive a poorer standard of service or lower living conditions, that steps are taken to avoid homes degrading to an unacceptable condition and that they regularly engage and communicate with these residents.**

#### **Occupancy**

Where the cause of damp and mould is non-structural it can be too simplistic to blame residents for drying their laundry on radiators if there is no space in their home for a tumble dryer or the weather is poor, other than those residents fortunate enough to have outdoor space.

Occupancy factors do not mean that the landlord has no responsibility, and landlords should recognise that some homes were not designed with modern living in mind. Landlords should take reasonable steps in partnership with residents in these circumstances including considering improving ventilation or other appropriate measures.

#### **Insight from the Call for Evidence**

*“Change the thought process from an industry consideration that it’s always condensation and lifestyle – instead of seeing how the lifestyle needs to be adapted to suit the property – how can the property be adapted to suit the lifestyle.”*

Landlord

### **Recommendation 7 for senior management**

**Landlords should avoid taking actions that solely place the onus on the resident. They should evaluate what mitigations they can put in place to support residents in cases where structural interventions are not appropriate and satisfy themselves they are taking all reasonable steps.**

#### **Communication with residents**

Throughout this investigation, residents expressed strong reservations about the tone, suitability, and practicability of some of the advice and information they were provided by landlords. Landlords have also acknowledged to us that some of the information they are providing is not having the impact they expected. This aspect is considered in more depth in Chapter 2.

Advice can be a useful tool in a landlord’s response, but the advice should be unambiguous and easy to understand; for example comparing the cost of running mechanical ventilation to the cost of running everyday appliances rather than stating “6p per hour” and clearly stating how long a window should be left open or a fan should be turned on after cooking. Providing customised advice to residents at

tenancy sign up about how to best manage the environment within their home can help to prevent damp and mould occurring.

Landlords should ensure that any information available for residents is accessible to all. Several landlords reported they had specific damp and mould mini-websites which, whilst a good preventative tool, could be inaccessible to some residents.

Landlords should use their resident engagement mechanisms to involve residents in the design of their information resources to ensure they are accessible and easy to understand. Where a particular format is not working for a resident, landlords should consider how they can adapt their approach to ensure a positive outcome for both parties.

### **Recommendation 8 for senior management**

**Together with residents, landlords should review the information, materials and support provided to residents to ensure that these strike the right tone and are effective in helping residents to avoid damp and mould in their properties.**

### **Maximising opportunities for intervention**

Periods of time where the house is not inhabited (known as void periods) are an ideal time to proactively respond to damp or mould issues before the incoming resident moves into the property.

Whilst landlords may have re-let targets, this should not drive poor service provision to the incoming resident. Our casebook shows that this is a particular problem for mutual exchanges where residents are expected to accept the property “as seen”. If landlords are already aware of reports of damp and mould, they should be transparent with the incoming resident at an early stage to make them aware and to resolve the matter as soon as possible.

### **Insights from call for evidence**

*“...I had it suggested to me by a housing officer to do a property swap with someone else and hope they don't notice it. Despicable.”*

Resident

We have investigated complaints where the landlord has argued that the resident accepted the property in its current condition and therefore, they have no obligation to resolve their complaint of damp, or mould. This is unreasonable, and landlords have an obligation to provide a decent home that is fit for human habitation regardless of the condition of the property at the start of the tenancy.

### **Good Practice - Using the void period**

One landlord's void standard requires the replacement of all faulty fans or upgrading existing fans with improved design trickle-fed humidistat units. They also ensure doors and windows are serviceable and can effectively ventilate the property and apply mould treatments where necessary.

Another landlord's void standard requires operatives to clean extractor fans to ensure they are working well, and they install mechanical ventilation to any void property that shows signs of condensation or mould.

A council completes a damp profile survey during the void period whilst another completes works during the void period to bring properties up to an EPC B rating.

### **Case study – Landlord policy prevented resident from reporting inherited damp and mould issues**

Ms F moved into her home following a mutual exchange and immediately raised several repair issues with the landlord including damp and mould. The landlord told her that as she had taken the property under the mutual exchange process, she would have to wait six months before repairs to be actioned, except for emergency repairs.

Ms F submitted two complaints to the landlord, approximately five months apart. She complained about the outstanding repairs including that she could not use her lounge due to damp and mould, missed appointments, dissatisfaction with repairs and in the second complaint, the landlord's handling of the complaint. The landlord responded acknowledging that its service had fallen below the standard expected, apologised for the inconvenience, and outlined a list of repairs it had completed and those outstanding.

Ms F asked for her complaint to be escalated, stating some repairs listed as completed had not been and that as she had not been able to live in her home properly for a year, she was seeking legal advice regarding compensation. She subsequently confirmed that she was seeking compensation for the inconvenience, stress, delays, not having full use of her home, the impact on her health and the damage to her belongings.

The landlord arranged a survey which stated Ms F was living in damp rooms; mould growth behind the wallpaper in the bedroom was inevitable and was already evident in the lounge. The report recommended internal waterproof tanking and plastering was completed *“as soon as possible to allow a decent standard of living.”* Ms F was subsequently decanted from the property for six weeks while works were completed. After returning to the property, the landlord offered £512.92 in compensation for belongings that had been damaged. Following negotiations between the landlord and Ms F, this was increased to £1,827 in recognition of the damage to her belongings and the gas and electricity costs incurred during the time she was decanted. The landlord also offered a goodwill gesture of £750. Following contact from the Ombudsman, the landlord explained its compensation policy had changed and increased its goodwill gesture to £1,275.

#### **Outcome**

We found that it would have been appropriate for the landlord to apply its compensation policy and provide a refund of 20% of the rent for the period in question. We found maladministration for the landlord's response to Ms F's compensation request and ordered the landlord to pay the resident an additional

£1,075 in compensation relating to the period the property did not meet the decent living standard.

### **Learning**

Landlords should ensure that their policies do not treat residents who have accepted a property through the mutual exchange process differently to residents who have been allocated a home through the usual allocation process. Regardless of how a resident came to reside in their home, landlords have the same legal obligations to maintain the home to a reasonable standard and respond to reports of repairs in a reasonable manner.

### **Questions for landlord complaint handlers**

- Does your policy treat residents differently depending on how they came to live in their home?
- How do you ensure that homes allocated through mutual exchange are of a reasonable standard?

### **Recommendation 9 for senior management**

**Landlords should be more transparent with residents involved in mutual exchanges and make the most of every opportunity to identify and address damp and mould, including visits and void periods.**

### **Fit for the future**

The social housing sector has significant challenges ahead on its journey towards net zero carbon. Updated building regulations will require all new homes to reduce carbon emissions by 31%, but the question for landlords is how to bring ageing homes, and residents who live in them, on the journey. This was a point which came across strongly during our evidence session with landlords.

Landlords have already been retrofitting modern solutions to homes in the form of double glazing, upgraded heating systems, modern insulation, and ventilation. Retrofitting homes with modern technology can prevent damp or mould and can improve the efficiency of the home, but evidence indicates that it can also have unintended consequences, particularly where adequate mechanical ventilation is not installed to counter the building being “sealed”. There are also significant issues with the higher costs of running electrical heating, compared to gas. Some landlords have committed to contributing to heating costs to mitigate against the higher cost of electrical heating for their residents.

Landlords need to be confident their net zero carbon strategy considers and plans for how they can identify and respond to these unintended consequences which may increase the prevalence of damp and mould in their residents’ homes.

### Insights from Call for Evidence

*“Older properties where we have retrofitted new windows and doors or central heating systems cause the property to sweat.” [Landlord response]*

*“Retrofitting energy efficiency measures such as double glazing over the last 30 years designed to make houses more efficient and lower energy bills have improved the airtightness of our homes but are making this situation worse, there has been no requirement to assess the ventilation strategy employed which means the home cannot breathe and the moisture-laden air can’t escape. As a result there is a build-up of water vapour causing condensation and increasing the risk of mould forming.”*

Ventilation manufacturer, installer and surveyor

### Recommendation 10 for senior management

**Landlords should ensure their strategy for delivering net zero carbon homes considers and plans for how they can identify and respond to potential unintended consequences around damp and mould.**



## Chapter 2: From inferring blame to taking responsibility

### Avoiding blame

Our investigation found that complaints about the landlord's response to reports of damp and mould are more likely to occur where the landlord has not taken responsibility for resolving the issue. Where landlords do not take responsibility, their response is unlikely to be effective or timely. There is also usually poor communication with the resident and associated remedial works can become protracted.

An effective response begins when the resident first contacts the landlord. It is crucial that landlords avoid paternalistic attitudes, automatically apportioning blame or using language inferring blame on the resident. We have seen examples of this with landlords initially assuming that the cause is condensation due to the resident's 'lifestyle'. The term 'lifestyle' suggests that it is a resident's choice to live in that way. As noted in the previous chapter, this was a common and reoccurring theme in the call for evidence and can lead to the relationship between the resident and the landlord deteriorating and result in missed opportunities to address the problem.

#### Insights from Call for Evidence

*"...most common mistake is assuming that condensation will be resolved by adjusting heating, ventilation, or 'atmospheric moisture input' – serves to focus blame on the tenant or their 'lifestyle'."*

Chartered Institute of Environmental Health

*"...they talk about the problem being caused by cooking/breathing/bathing/lack of air circulation. All of which is possible and factual but when foundation bricks are literally breaking down into dust and brickwork on outside is in need of repointing with visible green mould growth and a history of leaking roof and gutters unblocked for several years which all cause greater damage and problems..."*

Resident

It is clear some landlords are revising their approach in response to residents raising these concerns. For instance, one landlord explained how their perspective had changed and it now recognises that in many cases 'lifestyle' issues are *"more about the challenging realities of modern life in social housing settings than quick behavioural fixes: families grow but available space doesn't"*. Its research has also shown a strong link between fuel poverty and damp and mould, with 44% of 10,000 homes surveyed experiencing fuel poverty, and over 25% experiencing mould issues.

### **Good Practice - Taking a holistic approach**

One landlord's programme seeks to tackle issues of damp and mould by looking at a property as a whole and the pattern of mould, installing humidity and temperature sensors, and supporting behavioural change where necessary. As part of the programme, during visits the landlord identifies any factors that may lead to mould rather than just cleaning the mould. It identified fuel poverty as often an understandable cause of residents neither heating nor ventilating their homes adequately and, therefore as part of this programme, support is offered to help people manage their heating costs in a way which avoids the risk of damp and mould issues.

### **Recommendation 11 for senior management**

**Landlords should review, alongside residents, their initial response to reports of damp and mould to ensure they avoid automatically apportioning blame or using language that leaves residents feeling blamed.**

#### **Record keeping**

It is evident from across our casework that some landlords struggle with record keeping, even at a basic level, and damp and mould complaints are no exception. Improving record keeping would result in significant benefits for both landlords and residents.

For individual complaints it would enable accurate information to be shared across teams and with residents which would improve the landlord response. It would also assist our investigations by improving our understanding of the situation at the time of the landlord response. More broadly, it would allow the landlord to better understand the resident, the history of the property and previous actions in relation to both so that they can consider the most appropriate response.

For landlords to have an effective proactive and risk-based approach to managing damp and mould across their homes – as outlined in the previous chapter – it will need to be data-driven and heavily reliant on accurate records. For some landlords this will mean significant investment in their systems.

### **Recommendation 12 for senior management**

**Landlords should consider their current approach to record keeping and satisfy themselves it is sufficiently accurate and robust. We would encourage landlords to go further and consider whether their record keeping systems and processes support a risk-based approach to damp and mould.**

#### **Timely response**

It is imperative that residents are not left living with damp and mould for an extended period. However, a consistent theme identified through our casework is a lack of timely response from landlords. This not only increases the frustration and

discomfort of the resident but can lead to problems worsening and becoming more complex and intrusive to resolve. This reinforces the importance of focussing on an accurate diagnosis at an early stage.

### **Good practice – urgency of response**

One landlord aims to respond to reports of damp and mould on the day they are reported with works such as mould washes completed, and advice provided at the visit. If the job is likely to take longer than two hours or is more complex, it is referred to the supervisor who will also attend the same day or at a time agreed with the resident. The supervisor will identify any work required and if the resident's circumstances appear to be a contributory factor, advice is given along with a hygrometer. Any contributing factors are referred to the housing management team. If the supervisor is unable to identify the cause, or the cause is disputed by the resident, the matter is referred to the asset management team for a survey or to a third party if a solution cannot be agreed upon.

Landlords should recognise that issues can have an ongoing detrimental impact on the health and well-being of the resident and should therefore be responded to in a timely manner. Landlords should consider appropriate timescales for their responses to reflect the urgency of the case and set these out clearly for residents so their expectations can be managed. In addition, landlords should ensure that any follow up appointments are booked for as soon as possible.

### **Recommendation 13 for senior management**

**Landlords should ensure that their responses to reports of damp and mould are timely and reflect the urgency of the issue.**

### **Missed appointments**

Missed appointments are a frequent reason for an ineffective response, resulting in jobs being closed prematurely or residents having to repeatedly chase the landlord.

Landlords must ensure that jobs are not closed before they are fully resolved and that new appointments are booked quickly. If landlords are aware an appointment will be missed, they should inform the resident early on and rearrange it at the same time.

We are aware that there will be instances where appointments are missed because it is not possible to gain access to the property. Landlords should have processes in place to follow up with the resident to rearrange the appointment promptly.

### **Case study – Landlord took five years to resolve report of damp**

Ms B first reported damp in 2014 and subsequently made a complaint. The landlord's final response in December 2015 confirmed it had found damp in broadly the same areas as those found in an earlier inspection in 2014. It noted the persistent or reoccurring damp had existed at the property for a considerable amount of time. The landlord accepted that the need for a specialist damp report had repeatedly been identified but not actioned and during this time Ms B had been left

for extended periods of time without bathing facilities or with no water supply to the kitchen. The landlord recommended that a programme of outstanding works was produced, a member of staff was identified as a single point of contact and Ms B was kept informed of intended actions and timescales.

In 2016, Ms B expressed dissatisfaction that little progress had been made in six months, and by February 2017 the outstanding works were still extensive. Ms B complained about the length of time works were taking and raised concerns that she had been paying rent for a property she could not live in since 2015.

In its response to Ms B's second complaint, the landlord advised that the rent rebate was in dispute and noted she had arranged her own accommodation rather than waiting to be decanted by the landlord. It explained how it would calculate any rent rebate owed, taking into account the period of time Ms B could not reasonably have been expected to live in the property and the estimated cost of alternative accommodation if it had been provided by the landlord. The landlord also advised the resident that she should claim for any damage to her belongings on her own contents insurance or under the landlord's policy if liability was accepted.

The matter of compensation for the periods Ms B considered the property to be uninhabitable remained under dispute. Ms B stated she had to vacate the property on three occasions between 2014 and 2017, and at the time of her complaint to the Ombudsman, she was still not residing at the property. The landlord's position was that Ms B only needed to vacate the property between April and July 2017 when damp work and occupational therapy adaptations were completed. The landlord maintained that whilst it accepted Ms B could not live in the property alone, it was not unfit for habitation. In November 2018, the landlord asked Ms B to confirm when she would return to the property.

Following further works that would ordinarily have been the resident's responsibility, the landlord confirmed in May 2019 that the property was ready for Ms B to return to. It advised any compensation due would be calculated by the complaints team the following week. At the time of Ms B's complaint to the Ombudsman, no substantial compensation had been offered.

## **Outcome**

Works were first requested in 2014 and the matter took until May 2019 to be resolved. The reports in response to the complaints in 2014 and 2017 indicated there were extensive problems at the property and it would not have been reasonable for Ms B to live there.

Throughout the life of the complaint there was a succession of promises that financial redress would be forthcoming once the works were completed but only a very limited offer was made. Nor did we see any offer of alternative accommodation. We found severe maladministration and ordered the landlord to pay Ms B £4,000 in compensation and to refund the rent it had previously agreed.

## **Learning**

Where landlords make recommendations in response to a complaint, they must be acted on in a timely manner. It is not acceptable for residents to have to raise multiple complaints in order to progress a repair. Landlords should ensure that where

a resident is given a single point of contact that that person is empowered to progress the matter when things stall.

### Questions for landlord complaint handlers

- How do you ensure that recommendations made after a complaint investigation are acted on?
- What mechanisms do you have in place to ensure that where issues are ongoing for a significant period of time, they are identified and escalated appropriately?

### Recommendation 14 for senior management

**Landlords should review the number of missed appointments in relation to damp and mould cases and, depending on the outcome of any review, consider what steps may be required to reduce them.**

### Professional standards

We are aware that many landlords are encouraging their staff to identify other potential issues when visiting the homes of residents and this is particularly important in relation to damp and mould to avoid cases becoming more complex to resolve later on. We encourage landlords to consider the Chartered Institute of Housing's Professional Standards if they have not already done so.

In particular the 'Skilled' standard requires housing professionals to '*solve problems, be flexible, adaptable and respond to situations creatively, in the moment*' and considers practical application of this standard to include '*taking pre-emptive action and proactively problem solving*' and '*finding solutions, even if they lie outside "normal" activity.*'

Crucially, landlord staff and contractors should respond proactively rather than take a "not my department" approach to issues that fall outside of their area of expertise. At its most simple, this could consist of raising repairs on the resident's behalf or ensuring the relevant team is informed of the problem. This requires staff to be trained and knowledgeable about the signs of damp and mould and have clear policies in place to respond appropriately.

We would encourage landlords to ensure they are supporting residents whose homes are overcrowded and actively explore solutions such as management moves and mutual exchanges, as well as ensuring the resident is registered with the relevant housing authority and supporting them to check their application has been given the correct priority banding.

### Making the most of every visit

For early prevention work, one landlord will use every visit to a property, whether it is a gas servicing visit, a repair visit, an electrical test, a visit from the housing officer or any other opportunity they create to identify early signs of damp or mould. Like their safeguarding response, they consider that everyone has a responsibility to highlight potential concerns.

## **Case study – Landlord issued with Improvement Notice following failure to act on survey recommendations**

Following a report of mould growth at a home, the landlord visited and recommended a specialist contractor came to inspect. The specialist contractor recommended extensive works, but after two months, the landlord had not taken any further action so Ms J emailed for an update. The landlord did not respond resulting in her visiting the landlord's offices two months later. The landlord informed her there had been staffing changes, but despite it advising it would investigate and provide an update, it did not.

Although there had been a specialist inspection five months earlier, the landlord used its own staff to inspect the property again. This report noted the property had "*severe damp/mould*" and that it was caused by "*lifestyle and the amount of residents living in the property.*" The scheduled works to complete a mould wash, apply anti-mould paint and treat the windows were not completed due to a lack of access, which Ms J disputed. The landlord did not supply the Ombudsman with any evidence regarding what happened over the next three months, but a specialist contractor visited the property again after this period and according to Ms J noted that overcrowding was a factor. Ms J had to chase the landlord again a month later as she had not had any update from the landlord. She contacted environmental health who inspected the property and wrote to the landlord about the condition of the property. The landlord did not respond, so environmental health issued an Improvement Notice. A month later the landlord completed a planned visit to Ms J and advised that due to the extensive works required, she would need to be decanted.

There was a delay in the works taking place as the paperwork completed in preparation for the decant was inaccessible due to staff sickness. This also resulted in a disagreement between Ms J and the landlord regarding whether a permanent decant had been agreed.

In response to Ms J's complaint, the landlord stated it had handled the decant to the best of its ability and in line with policy. It acknowledged it should have been clearer that a permanent decant was not guaranteed, but that as the mould was treatable it did not consider a permanent decant was necessary. The landlord apologised for the delays and the stress and inconvenience caused and offered £100 compensation. Ms J asked for her complaint to be escalated stating the landlord had not considered that overcrowding was a contributory factor and the environmental health report. In its response, the landlord reiterated its offer of £100 and explained Ms J's property had been allocated to her based on her original household size and that she was in the correct banding.

Following Ms J's contact with the Ombudsman, the landlord reviewed its response and offered £3,025. It also offered its sincere apologies and advised it had taken steps to prevent reoccurrence.

### **Outcome**

We found maladministration in respect of the landlord's response to reports of mould at the property and its handling of the decant. We also found service failure for its handling of the banding assessment and its complaint handling. We ordered the landlord to re-evaluate Ms J's priority banding taking the overcrowding and health

concerns into account, thoroughly explain her housing options to her in writing, pay the previously offered compensation of £3,025, and to calculate and pay an additional sum of compensation of 30% of the rent over a period of approximately ten months.

## **Learning**

Where inspections result in recommended works to tackle condensation, damp or mould landlords should ensure they act on the recommendations in a timely manner. Any deviations from the recommendations should be clearly documented and explained to the resident. Landlords should also consider sharing reports with residents to promote openness. Landlords should also ensure that information is available to all relevant staff, so cases are not delayed in the event of staff absence.

## **Questions for landlord complaint handlers**

- What actions do you take to proactively support households that are overcrowded?
- How do you ensure that recommendations following property inspections are acted on in a timely manner?
- What procedures do you have in place to respond appropriately to contact from environmental health?
- What procedures do you have in place to ensure that records are accessible to all staff who may need them?

## **Recommendation 15 for senior management**

**Landlords should ensure that their staff, whether in-house or contractors, have the ability to identify and report early signs of damp and mould.**

### **Appropriately skilled staff**

We know from our casebook that landlords assigning jobs to operatives who do not have the correct skills can be extremely frustrating for residents and lead to jobs being closed prematurely. The National Federation of ALMOs, amongst others, reported that their members' evidence showed having well-qualified, experienced, customer-focused surveyors, technical staff and repairs managers willing and able to properly inspect and remedy issues was crucial to being able to identify root causes.

We are aware some landlords have developed specialist teams for the diagnosis of, and remedial work to, damp and mould and others have directly employed surveyors to ensure they can swiftly respond to reports. Others have set up networks to share best practice, procedures, technical expertise and staff between organisations to overcome this problem.

Whilst accessing the right skills can be challenging, landlords should have appropriate plans in place to address any skills gaps.

## **Case study – Appropriately qualified staff are crucial to early diagnosis of issues**

Following a report of damp in the bedroom, the landlord inspected the home and identified a leak from a pipe beneath the bath, which was suspected to be the cause of the damp. The landlord repaired the pipe, replaced the ceiling in the bedroom, and installed heaters and dehumidifiers. Mr E continued to report damp and mould at his home, including that it had spread to the living room, and he subsequently raised a claim for damage to his belongings with the landlord's insurer. The landlord offered Mr E £50 in compensation for delays to repairs and arranged for a surveyor to visit.

This inspection also identified a leak to the pipe beneath the bath was the likely cause of the continuing damp and although the damp was contained to the bathroom, mould was evident throughout the home. The surveyor recommended further repairs to the bedroom, anti-mould wash to the internal walls, installing a new chemical damp proof course and upgrading the fans to the kitchen and bathroom. The landlord accepted the recommendations, and the work was completed the following month.

It is evident issues continued as environmental health inspected the home five months later and found high damp readings, which appeared to come from the floor and recommended further investigations to identify the cause. They also recommended that Mr E vacated his home until the damp issues had been resolved, which he did. The landlord arranged another inspection by its surveyor who found mould in the bedroom, living room and bathroom and suggested the damp was caused by the property being unoccupied with limited heating left on. The landlord's surveyor recommended the installation of a larger radiator to the living room and improved ventilation in the bathroom. Although not mentioned in the report, the landlord also repaired the guttering and exterior brick work.

Mr E complained to the landlord that the leak in the bathroom should not have been left for three years and that the landlord's contractors had misdiagnosed the damp, which had still not been resolved. The landlord completed a heat survey and introduced dehumidifiers to the property to reduce condensation. It also completed further damp investigations including a CCTV survey, which found no evidence of damp penetrating the property from outside. The landlord subsequently fitted a new kitchen (as part of major works), installed the larger radiator, and applied a mould wash as recommended by its surveyor, fitted a new boiler, and installed cavity wall insulation. The landlord then met with environmental health and following their recommendation completed a water test to confirm the property was no longer damp. Following this, the landlord completed a final inspection and confirmed to Mr E his home was ready for him to return to. Mr E said he could not return as he could not afford to replace his damaged belongings.

The landlord responded to Mr E's complaint six months after he submitted it. It advised it would refer his claim for damages to its insurer and apologised for the length of time it had taken to complete repairs. It offered compensation of £2,995.48 in recognition of the inconvenience caused by the delays, the cost of running the dehumidifiers and the cost of rent between February and July 2018. The landlord subsequently redecorated the property and in its final response, it increased the compensation to £4,242.22 in recognition of environmental health declaring the home uninhabitable in November 2017 and confirmed its insurer had also offered



£3,000 in respect of the damaged belongings. Mr E gave notice to terminate the tenancy shortly afterwards.

### **Outcome**

We found that the landlord acknowledged the delays in resolving the damp and offered reasonable compensation. We also found that it was appropriate for the landlord to refer the claim for damage to Mr E's belongings to its insurer for consideration. However, we found that the landlord did not adequately investigate the cost of running the dehumidifiers and that it could have offered Mr E more assistance with acquiring the basic furniture he needed to return to his home. We ordered the landlord to pay an additional £250 in compensation in account of these service failures.

### **Learning**

Landlords should ensure that their operatives are appropriately qualified to investigate the causes of damp and mould to avoid misdiagnosing the cause. It is also important that investigations are thorough and that appropriate tools are used. An aftercare programme can help landlords to quickly identify when matters have not been resolved without residents having to report the problem again. Where landlords make use of dehumidifiers or other electrical tools that are likely to have a marked impact on residents' electricity costs, landlords should ensure they can accurately calculate the costs to reimburse residents accordingly.

### **Questions for landlord complaint handlers**

- What aftercare processes do you have in place to confirm that works have been successful or to quickly identify that further action is needed?
- What can you do to assist residents to successfully return to their property after a decant where their belongings have been damaged?
- How do you calculate the electrical costs of works incurred by the resident, particularly when the resident has been decanted?

### **Recommendation 16 for senior management**

**Landlords should take steps to identify and resolve any skills gaps they may have, ensuring their staff and contractors have appropriate expertise to properly diagnose and respond to reports of damp and mould.**

### **Keeping residents informed**

Our investigations have often found poor communication, particularly in regard to inspections, outcomes and timetabling of works. In a number of cases involving roof leaks and leaseholders, we found poor communication had exacerbated the situation.

Residents should be given a choice of appointments times and, wherever possible, reasonable notice. If appointments need to be changed, the landlord should inform the resident of this at the earliest opportunity and rearrange at the same time. Whilst

it is reasonable for landlords to confirm appointments in writing, it is not appropriate for residents to only be sent appointments by letter, unless this is specifically requested by the resident. This puts the onus on the resident to contact the landlord to rearrange appointments that are inconvenient, and the landlord has no control over if or when the resident receives the letter.

It is important the landlord clearly communicates its diagnosis with the resident, sharing any relevant information, to ensure the resident has confidence in it and understands the next steps. Where follow up work is required, the resident should be informed early on. Landlords should explain why follow up work is required, what work is needed, why the work could not be completed at the initial appointment and a clear timetable for future works. If there is any slippage to the timetable, again residents should be informed as soon as possible, and they should be advised why the timetable has changed.

Wherever possible, landlords should avoid leaving external contractors to arrange appointments with residents directly, so they are fully aware of all issues and the onus is, again, not on the resident to reports these.

It is also important for landlords to have appropriate processes in place to ensure that where follow up work is needed, jobs are not marked as complete in error leaving the resident to chase the outstanding activity. Appropriate after care services, such as a follow up call after the job is marked as complete, will quickly identify any outstanding issues which can be appropriately managed.

It would also be good practice for landlords to schedule follow up visits at set periods, for at least a year after works are completed, to satisfy themselves that the problem has not returned.

Where landlords decide follow up work is not required, residents should again be informed of this in a timely manner. Landlords should clearly explain to the resident why they have decided no further work is needed. If landlords have had the property inspected and have decided against further works based on the inspection report, consideration should be given to sharing the results of the report with the resident, if they do not routinely do so already. Clear communication and sharing information are particularly important where the resident has supplied their own inspection report that contradicts the landlord's inspection report. This can help to build trust between residents and landlords.

#### **Recommendation 17 for senior management**

**Landlords should ensure that they clearly and regularly communicate with their residents regarding actions taken or otherwise to resolve reports of damp and mould. Landlords should review and update any associated processes and policies accordingly.**

#### **Case ownership**

It is clear from our investigations that residents can often fall through the gaps between different departments, with no one taking overall ownership for resolving the

problem reported. Whilst different departments and expertise may be required at different times, landlords must ensure their approach is robust and does not prevent early and effective action to help the resident.

Landlords must ensure the effective operation of communication channels between different teams, such as the complaints and repairs teams. This will ensure that all parties have access to accurate and current information which can be passed to and from the resident and will avoid unnecessary delays.

Landlords should ensure that one department or individual has overall responsibility for ensuring that all reports or complaints are resolved, especially where the response covers a range of disciplines or departments.

### **Good practice – Case ownership**

To tackle this issue, one landlord is considering introducing a specialist damp and mould team who will manage these types of cases from end-to-end. Their purpose would be to have control of the case from the point of identification including accurate diagnosis, triaging, agreeing the appropriate intervention, monitoring case performance until completion, quality assurance and aftercare.

### **Case study – Failure to appropriately manage contractors resulted in lengthy decant for family**

Following a report of mould, the landlord visited the home and recommended a specialist contractor inspected the issue. There was a short delay in the contractor completing the inspection, which the contractor emailed Ms G and apologised for. It also explained that a mould wash and use of a dehumidifier would not resolve the situation. Following the inspection, Ms G emailed the contractor explaining she was concerned about the environment she and her children were living in, reporting that her soft furnishings and clothes were damp and that her youngest child was ill again. The contractor provided a copy of the report to Ms G which recommended the installation of passive vents in each bedroom, an air filter and a new extractor fan. The contractor also suggested there may be a problem with the plasterboard absorbing water and works to open the area would be needed to remedy the situation. It confirmed it was waiting for the landlord to approve the works, which it expected to take 4-5 days.

Ms G chased the contractor who advised it was still waiting for the landlord to approve the works. Ms G subsequently informed the contractor that she had sought legal advice and would be requesting compensation for the damage to her belongings. The contractor acknowledged Ms G's contact, advised it had informed its insurer and arranged an appointment to complete mould removal and treatment. The contractor was late attending this appointment due to a vehicle breakdown, which it failed to inform Ms G about and when it arrived, its operative was unable to complete the works required. The contractor was also late to the follow-up appointment which meant it was unable to access the property.

Presumably a mould treatment was applied by the contractor at some point, as Ms G contacted the contractor and the landlord to advise the mould wash had not worked and the walls were covered in mould and fur. She stated the issue of rising damp

had been raised previously but the contractor had failed to address it. Ms G subsequently raised a formal complaint in which she stated she had been informed by email that she needed to be decanted but there were no properties available, she had been forced to live in one room with her children due to the condition of her home, and that the landlord had not taken the situation seriously. The landlord sent the resident a £20 voucher for the missed appointment and the air filter was installed shortly afterwards.

Three months after the initial report, the landlord's operative attended to apply a mould wash but because of concerns about the effectiveness of the treatment, he sought advice from a supervisor who told the operative to stop work and leave the property. Two days later the landlord raised a work order for a subcontractor to carry out intrusive works and Ms G was decanted two weeks later. Approximately one month after she was decanted, the subcontractor confirmed it had located the source of the damp, which was due to a leak from the collar of a rainwater downpipe in the kitchen/diner.

Five months after Ms G had been decanted, she was invited to view the property. Following the viewing, she informed the landlord that she was "*disgusted with the state of it*" and asked for her complaint to be escalated despite not having received a response at stage one. The property had still not been deep cleaned when Ms G returned to it almost two months later. In its stage two response, the landlord acknowledged delays and that the works had not been completed to the standard expected before Ms G returned to her home. It apologised for the delays and attributed them to its subcontractor. It also apologised for the delay in responding to the complaint and offered Ms G £525 in compensation.

### **Outcome**

We found that the landlord had delayed unreasonably in carrying out the repairs needed to Ms G's home. We found there were repeated failures to manage its repairs contractors and subcontractors effectively, leading to Ms G and her children being decanted for a significant period. While we acknowledged that the landlord had offered compensation, in our opinion it was not proportionate to the circumstances of the case, and we ordered the landlord to pay Ms G £1,500 in compensation.

### **Learning**

Landlords should ensure they have processes in place to appropriately manage delays caused by their contractors and subcontractors. They should also ensure they maintain contact with the resident throughout the repair process instead of leaving the resident to liaise directly with the contractor. Where intrusive works are required, landlords should act quickly to decant the resident and start the works. Appropriate checks should be carried out at the property to ensure it is suitable for residents to return to.

### **Questions for landlord complaint handlers**

- How do you manage delays caused by contractors and subcontractors?
- What steps do you take to ensure properties are in a suitable condition for residents to return to following a decant?

- Do you ensure that you speak to residents directly, rather than letting the contractor liaise with the resident?

### **Recommendation 18 for senior management**

**Landlords must ensure there is effective internal communication between their teams and departments, and ensure that one individual or team has overall responsibility for ensuring complaints or reports are resolved, including follow up or aftercare.**

### **Remedies**

Where something has gone wrong, it is important that the landlord puts it right and they have the opportunity to do so before we investigate. Where we found service failure, this was often because landlords had not provided appropriate remedies to restore the resident to the position they would have been in had the failure not occurred.

This was generally caused by failing to fully account for the distress and inconvenience the resident had experienced, loss of amenities or additional costs to the resident because of damp and mould. Whilst a clear remedies policy can provide good guidance to complaints teams to help them determine adequate redress, it is crucial that landlords consider the individual circumstances of the household or resident when calculating compensation. Finally, landlords should apologise to the resident, and in more serious cases, consideration should be given to a senior member of staff apologising in person.

In some cases, personal items will have been damaged as a consequence of damp and mould. Where an insurance claim may be required, it is important for landlords to offer appropriate support to residents, which could include the landlord submitting the claim to their insurer rather than requiring the resident to submit the claim themselves.

### **Recommendation 19 for senior management**

**Landlords should ensure that their complaints policy is effective and in line with the Complaint Handling Code, with clear compensation and redress guidance. Remedies should be commensurate to the distress and inconvenience caused to the resident, whilst recognising that each case is individual and should be considered on its own merits.**

# Chapter 3: From disrepair claims to resolution

## Identifying complex cases

There will always be some damp and mould cases that are more difficult to diagnose and/or repair and, therefore, longer to rectify. It is important that these types of cases are handled with particular care to ensure they are resolved effectively, maintain the relationship between the resident and the landlord and reduce the risk of the resident feeling the need to resort to a disrepair claim.

Landlords should ensure they have strategies in place to manage these types of cases with an emphasis on ensuring that the resident is kept informed, feels that the landlord is taking the issue seriously and that the matter is progressing. This is particularly the case where it is going to take longer than usual for works to commence at the resident's home.

Landlords should consider providing a single point of contact and a timeline of work and/or to providing updates to residents at set intervals. This includes when the matter has not progressed for a period of time to ensure residents are kept informed and can be assured that they have not been forgotten.

### **Recommendation 20 for senior management**

**Landlords need to ensure they can identify complex cases at an early stage and have a strategy for keeping residents informed and effective resolution.**

### **Case study – Focus on subsidence meant landlord missed opportunities to respond to damp**

Ms H reported problems with several doors which were repaired and noted as possible subsidence. Subsidence was later confirmed by the landlord's insurer who completed a plan of works to rectify the issue.

Ms H informed the landlord of further problems with the doors. In responding the landlord also asked the operative to check for signs of damp or condensation.

Seven months after first reporting the issue, Ms H chased a damp survey contractor regarding an inspection the landlord had raised three months previously. During this contact with the damp survey contractor, Ms H requested an out of hours appointment, which the contractor raised with the landlord. However, the landlord did not respond to the request. A year after the problem was reported, the landlord's insurer identified damp in the kitchen floor, which it said required further investigation.

Ms H subsequently complained about how it had handled her reports of damp and cracks to the property. Almost a year after the landlord had raised the inspection request, the damp contractor and a roofing contractor inspected the property. The

roofing contractor informed the landlord the same day that the loft should be insulated, and the roof replaced. The damp contractor provided a report to the landlord a week after the inspection in which it advised it had not been able to find a damp-proof course, several cracks were potentially allowing damp in, it had found condensation and it could not give any assurance that the property was not affected by rising damp.

The landlord issued its stage one response three months later and explained it had decided to rehouse her due to the subsidence. It apologised for its poor communication, the inconvenience caused and offered £400 in compensation. It also confirmed it would not complete any further repairs at the property unless they were urgent. Ms F accepted the landlord's offer to be rehoused but also asked for the complaint to be escalated. In its stage two response the landlord explained its actions further, apologised and did not offer any further compensation. Ms F was rehoused eight months later.

### **Outcome**

We found the landlord had offered reasonable redress for its complaint handling failures, however we found maladministration for how it handled Ms H's reports about the door, cracked walls and damp. We considered that the landlord had not treated the issues with the door as an emergency, despite it being a fire safety hazard and a security risk. We also found that it had unreasonably delayed in arranging the damp report which meant Ms H had had to live in a home requiring extensive repairs for much longer than necessary. We ordered the landlord to pay an additional £450 in compensation.

### **Learning**

Despite recognising at an early stage that the home may be affected by condensation and damp, it took over a year for a damp survey to be completed. When the survey was completed, it identified significant issues at the property, including cracks to the building that Ms H had reported several times. Landlords should ensure they respond quickly to reports of condensation, damp, or mould and should not let other significant repairs prevent the investigation of these issues. It is crucial that landlords maintain regular contact with residents whilst they are living with repairs issues that will take a significant period to rectify. Landlords should also consider whether it is reasonable to leave a resident living in a home that has structural issues, major faults and requires major remedial work whilst a permanent move is identified.

### **Questions for landlord complaint handlers**

- How do you keep residents informed when another organisation is leading remedial works?
- How can you ensure that reports of damp or mould are not neglected when other significant works are identified?
- Are your staff trained to notice flags for possible safety and security issues that may not have been reported by the resident?

Where specialist surveys are required, landlords should ensure the need is identified early on and that work orders are progressed in a timely manner. Landlords should also highlight instances where using an independent, mutually agreed and suitably qualified surveyor may be useful to avoid any concerns the resident may have of bias, and obtain parity with the housing conditions pre-action protocol. The outcome of these surveys, and any other inspection at the resident's property, should be routinely shared with, and explained to, the resident. This includes being clear where on any recommendations or actions that are not going to be followed up and the rationale for this to aid the resident's understanding.

#### **Recommendation 21 for senior management**

**Landlords should identify where an independent, mutually agreed and suitably qualified surveyor should be used, share the outcomes of all surveys and inspections with residents to help them understand the findings and be clear on next steps. Landlords should then act on accepted survey recommendations in a timely manner.**

#### **Decanting**

Diagnosing damp and mould issues can take time, with repeated visits to, and inspections of, the resident's home, but residents are not always properly updated following these inspections. Residents will see more people coming to their home but will not know what, if anything, is happening following the inspection which can cause frustration and a loss of trust in the landlord.

Where appropriate, landlords should consider at an early stage whether moving the resident out of the property (otherwise known as 'decanting') to suitable accommodation is necessary, either on a temporary or permanent basis. This will ensure that residents are not left living in unsatisfactory conditions for months before a decant is considered. This is particularly important with respect to vulnerable residents where major works are required.

Landlords should also ensure that where significant works are required, smaller remedial works such as mould washes/anti-mould paint that will improve the resident's living environment are still completed. Landlords need to be clear that where such treatments are required, they should be treated as a repair obligation and not classed as 'decoration' which would be considered a resident responsibility.

#### **Recommendation 22 for senior management**

**Where extensive works may be required, landlords should consider the individual circumstances of the household, including any vulnerabilities, and whether or not it is appropriate to move resident(s) out of their home at an early stage.**



## **Case study – Landlord should have considered the resident’s medical conditions following a leak**

Mr L reported a ‘flood’ in his kitchen and living room, apparently caused by a blockage in the pipework. The landlord initially treated this as a routine repair as there was no leak but upgraded this to an ‘emergency repair’ when Mr L reported the same problem three days later.

A drainage company visited and believed it had cleared the blockage, but the problem soon recurred. Due to his medical conditions and limited mobility, Mr L decided to vacate his home until the problem had been resolved.

The landlord made several inspections of the pipework in the flat and in the property above, but after five weeks it had still not found the cause of the problem. Mr L made a formal complaint about the time taken; he explained that he was still paying rent but felt unable to live in his home due to his medical conditions and disability. The landlord provided a verbal response to the complaint, agreeing to investigate the delay and resolve the problem as soon as possible.

The landlord needed access to other neighbouring properties to identify the cause of the blockage, which meant it took a further 13 weeks before the landlord was able to fully resolve the issue and carry out the subsequent repairs to Mr L’s flat.

In its final response the landlord offered Mr L £250 as a ‘goodwill gesture’. It noted the property had been habitable and it was Mr L’s decision to vacate it. It considered that the complexity of diagnosing the problem had contributed to the time taken.

### **Outcome**

We found that whilst the landlord had responded in line with its repairs policy, it had not considered the impact of Mr L’s medical conditions when deciding whether it was reasonable for him to remain in the property. We also found maladministration for its complaint handling as the landlord did not provide a written response to the formal complaint; took too long to issue its final review; and its offer of compensation did not have regard to all the relevant factors.

We ordered the landlord to refund Mr L the £1,280 he had paid for alternative accommodation or to refund him the rent paid for his home while he was absent. We also ordered the landlord to pay Mr L £700 compensation and to explain what evidence it required should he wish to reclaim other expenses and how to make an insurance claim.

We recommended that the landlord should ensure its staff are aware of the Ombudsman’s Complaint Handling Code and the need to provide a complainant with the written outcome of their complaint at each stage of the process.

### **Learning**

Despite the report being dealt with in line with the landlord’s repairs policy, this case was unusually complex and required several inspections of multiple properties, leading to the issue remaining unresolved for an extended period. After five weeks Mr L indicated to the landlord that he felt unable to live in his home as he was disabled. In situations where residents do not feel their home is habitable, or where major works are required, landlords should consider whether the resident ought to

move out or what could be done to help them stay in the property to avoid additional expense and inconvenience.

### **Questions for landlord complaint handlers**

- Does your organisation have processes in place to review and increase the urgency of repairs if subsequent information comes to light following the initial report?
- Where major works are required, or residents report that they feel their home is not habitable, does your organisation have a mechanism in place to consider whether decanting the household is required?

### **Making effective use of the complaints procedure**

Long-term or complex cases are at higher risk of becoming legal issues. Landlords are clearly concerned about the increase in disrepair claims from their residents, with one reporting a 70% increase in associated costs over two years. Whilst this issue is broader than damp and mould, it is critical that residents in these cases do not feel the need to resort to disrepair claims, especially when the complaints procedure could provide a better outcome for the resident and landlord. There are real benefits to both residents and landlords if disputes can be resolved through the complaints process, and the Pre-Action Protocol for Housing Condition Claims makes clear that alternative dispute resolution should be sought.

Landlords should ensure they clearly promote the benefits of their complaint process and the resident's rights to approach the Ombudsman at an early stage, which include:

- More timely resolution of the issues
- More straight-forward and flexible approach to redress
- Free to the resident and
- Not limited in scope, unlike a disrepair claim.

Should the complaint process be exhausted then residents are able to use our alternative dispute resolution service which is:

- Free and simple to use
- Impartial
- Independent of the landlord
- Non-adversarial
- Faster and
- Broader in scope than a legal disrepair claim.

### **Recommendation 23 for senior management**

**Landlords should promote the benefits of their complaints process and the Ombudsman to their residents as an appropriate and effective route to resolving disputes.**

## **Pre-Action Protocol for Housing Conditions Claims**

When a landlord receives correspondence initiating the protocol, it is important that they do not disengage from any open complaint or the repair issue itself. Commencing the protocol does not constitute legal proceedings and a complaint can be considered at any stage of the protocol.

The Ombudsman's view is that a matter does not become 'legal' until proceedings have been issued. The landlord should be clear with the resident on how it is handling correspondence – whether under the complaints process, the protocol or both – and clearly communicate to the resident when a complaint has exhausted its process. Landlords should direct residents to the Ombudsman for a free, independent and impartial assessment of the case.

**The Ombudsman's view is that a matter does not become 'legal' until proceedings have been issued and following the pre-action protocol does not constitute proceedings, and that there is no reason landlords cannot continue to try and resolve matters through the complaints process until that time.**

Whilst landlords may manage residents' expectations around our jurisdiction, it is ultimately for us to decide whether we will investigate a complaint. We have updated our jurisdiction guidance to address this issue in more detail and landlords will need to ensure their approach is consistent with the guidance.

**The Ombudsman will accept that a landlord letter (from either their in-house legal team or legal representatives) in response to a solicitor's letter on behalf of the resident, such as a letter of claim, is their final response and evidence of having exhausted the complaints process for the purpose of the Ombudsman's jurisdiction.**

Even when proceedings have been issued, the landlord should determine whether matters raised in subsequent correspondence form part of those proceedings or ought be addressed through another route such as the complaints process.

This approach should ensure landlords make full use of their complaints process wherever possible and do not prematurely close complaints because of existing unrelated proceedings. Landlords should also use intelligence from these cases to inform and feed into their proactive actions to address damp and mould.

### **Recommendation 24 for senior management**

**Landlords should continue to use the complaints procedure when the pre-action protocol has commenced and until legal proceedings have been issued to maximise the opportunities to resolve disputes outside of court. Landlords should ensure their approach is consistent with our jurisdiction guidance and their legal and complaint teams work together effectively where an issue is being pursued through the complaints process and protocol.**

## **Case study – Landlord failed to progress resident’s complaint**

Ms R had been reporting issues with mould at her home for over a year before it was inspected, and significant works were recommended. The inspection report recommended Ms R was decanted while the works were completed. Ms R reported that the landlord attended and removed the bath panel six months after the inspection, but nothing further happened.

Ms R referred her complaint to the Ombudsman two years after she first started reporting the issues at the property.

The landlord was prompted to update Ms R about the outstanding repairs after one of their staff attended her home to speak to her about another matter, three months after the complaint was referred to the Ombudsman. The landlord apologised for the delay in responding. The following day it advised Ms R that arrangements had been made for the drains to be repaired and once this was completed and the property had dried, further works would commence.

Despite several requests for information, the landlord did not engage with the Ombudsman and the complaint was accepted for investigation. The landlord subsequently advised that the matter was a disrepair case being handled by its solicitors and there was no evidence of an investigation into Ms R’s complaint. Two months later, the landlord confirmed the case had not gone down the legal route and was not subject to legal proceedings.

### **Outcome**

We found severe maladministration in the landlord’s handling of Ms R’s repair requests and the formal complaint. We ordered the landlord to pay Ms R £3,663 in compensation, provide us and Ms R with a detailed schedule of works with timescales to deal with all outstanding issues at the property, discuss the damage to Ms R’s belongings and offer reasonable redress to reflect this. We also ordered the landlord to complete a senior management review of the case and to look at why it had failed to carry out the repairs, failed to raise and respond to the complaint and failed to send us a copy of the report.

### **Learning**

Wherever possible, landlords should continue to engage with residents when a complaint or damp or mould issue has the potential to become a disrepair case. Where residents have made a complaint, landlords should continue to progress the complaint until the court papers are issued, at which point the court case takes precedence. Importantly, landlords should ensure that repairs are progressed.

### **Questions for landlord complaint handlers**

- How do you respond to contact from solicitors when the resident has not previously made a complaint?
- Are your complaints teams empowered to continue to investigate complaints when a case has the potential to become legal, but proceedings have not been issued?
- What processes do you have in place to ensure repairs are progressed in these circumstances?

# Chapter 4: From complaints to a learning culture

## Establishing a learning culture around complaints

Whilst we have high compliance with individual orders, organisational learning from our decisions needs to be better. We made maladministration findings in relation to complaint handling in 64% of cases involving damp and mould. This indicates that landlords are not doing the basics as well as they could and may be a reflection of the organisational culture in relation to complaints.

Some organisations can view complaints as a direct criticism that requires a defensive response. On the contrary, it is essential that landlords recognise that complaints are a valuable learning opportunity that provide real insight into performance on the ground and what is not working quite as well as it could be. Complaints can also help to identify trends and root causes to prevent future issues. With the right response, they can be a strategic resource providing a variety of perspectives on how well a landlord's aims are being achieved from the point of view of their residents.

Landlords can and should encourage complaints from their residents by ensuring their systems provide multiple ways of submitting complaints to support different accessibility needs across their resident population.

A review of our casebook indicates that complaints in relation to damp and mould problems share many of the following characteristics:

- They are often complex
- Issues may be long running
- Poor communications
- Lack of clarity about repairs and timescales
- Lack of confidence by residents in the initial diagnosis
- High level of distress and disruption for the resident
- Health and wellbeing are frequently cited and
- Problems are not fixed and reoccur.

These characteristics mean that complaints concerning damp and mould provide necessary learning for landlords and their staff, which may also be relevant to other areas of landlord operations. The key question for landlords is how well they are set up to capture this learning and feed it into service improvements that will also improve the lives of their residents.

Complaint systems should allow the landlord to analyse their complaints data effectively and to identify themes, trends and learning opportunities. This will enable landlords to be proactive rather than reactive as outlined at the start of this report. Consideration also should be given to sharing learning from complaints with the wider organisation and with their residents, celebrating when things have gone well,

or when positive changes have been made because of complaints or other comments.

We recognise that organisational learning is a challenge for any organisation and are exploring establishing a Centre for Learning as part of our next three-year corporate plan to assist landlords with learning from the wider sector. However, landlords will still need to consider how best to implement organisational learning from their own complaints.

#### **Recommendation 25**

**Landlords should consider how best to share learning from complaints and the positive impact of changes made as a result within the organisation and externally. Systems should allow the landlord to analyse their complaints data effectively and identify themes, trends and learning opportunities.**

#### **Empathy**

It is clear from our investigations that complaints involving damp and mould cause considerable distress and inconvenience to the resident. Unlike some other areas of our casework, health and well-being are frequently cited by the resident.

It is important that landlords demonstrate empathy with these circumstances when responding to complaints. Landlords should consider how they train their teams and how to prevent fatigue setting in with call handlers. Landlords should also recognise the impact handling complaints can have on their staff and ensure that appropriate mechanisms are in place to support staff when necessary.

#### **Recommendation 26**

**Landlords should ensure they treat residents reporting damp and mould with respect and empathy. The distress and inconvenience experienced by residents in this area is some of the most profound we have seen, and this needs to be reflected in the tone and approach of the complaint handling.**

## Conclusions: Demonstrating change

Damp and mould can be a complex and often frustrating issue for both landlords and residents. We recognise that some landlords are being proactive and that governing bodies are scrutinising approaches. This report aims to support these actions.

We have noted two key systemic issues that persist in cases across our casebook.

- Over reliance on residents
- Lack of overall responsibility for ensuring complaints are resolved.

Our evidence reveals many landlords relying on residents to report problems, to follow up work and to chase missed appointments. Whilst it is accepted that residents have a responsibility to report repairs at an early stage, landlords should ensure proactive actions are incorporated into business-as-usual activities to anticipate likely issues without waiting for those issues to manifest and be reported. For example, if an issue reported by one resident is likely to affect multiple residents, landlords should not wait for the other residents to be affected before taking action. Residents should not be expected to follow up on poor workmanship, outstanding works and missed appointments. These areas are the landlord's responsibility and speak to the importance of good communication and robust follow up procedures.

We also repeatedly see cases where the resident has fallen through the gaps in service provision, and issues that could have been resolved at an early stage have deteriorated, often leading to unacceptable living conditions for those residents. It is crucial that where issues are reported someone is accountable for the resolution of the matter to prevent residents being passed between teams and/or between the landlord and its contractors. It is important to note that both issues are not unique to damp and mould cases and accountability starts at the point the matter is reported not at the point a complaint is made.

It is important for landlords to demonstrate to residents learning from damp and mould complaints. We would encourage landlord staff and managers to review the case studies and learning provided in this report, actively consider how they would have responded to the case and whether as an organisation they would have made the same mistakes.

While some landlords are considering afresh their approach to damp and mould, we would encourage all landlords to do so. In particular, we would encourage senior leaders and governing bodies to ask the following points:

- 1) Do we have a proactive, zero-tolerance approach to damp and mould and a comprehensive, consolidated policy or framework for responding to these cases? Are we considering damp and mould as part of our net zero strategy?**

- 2) **How effective and timely are we at responding to and resolving reports and complaints concerning damp and mould? How do we know we are providing meaningful information and support to our residents?**
- 3) **How do we identify and manage complex cases, complex situations and/or those involving legal disrepair claims? Are we promoting our complaints processes enough and does our approach allow the complaints process to continue alongside pre-action claims?**
- 4) **What is our organisational culture with respect to learning? Are we making the most of our complaint data and case studies to learn and improve?**

Governing bodies should seek assurance in relation to compliance with the Complaint Handling Code, as this provides a strong platform for good complaint handling. They should also seek assurance that their organisations and their policies address the key questions outlined by this report and are producing the right outcomes.

We would strongly encourage landlords to share their learning and an action plan with residents during 2022 to improve understanding of their response, transparency and accountability.

Landlords should consider their approach to accountability and transparency and how they can demonstrate these values to their residents. Landlords should make use of opportunities for sharing information such as resident panels, community workshops and newsletters. Crucially, resident panels and community workshops provide landlords with the opportunity to hear the resident voice and be accountable to their residents.

Alongside this, the Ombudsman is also committed to taking action in several areas following this report. In addition to the new guidance on our jurisdiction, we are:

1. **Responding to the Ministry of Justice's call for evidence on the role of alternative dispute resolution.** We hope this will reduce the current trend of 'no win, no fee' legal firms soliciting disrepair claims from residents who have not been through the complaints process.
2. **Raising awareness of our service and the benefits of the complaints process to address issues.** While we have seen a significant increase in complaints relating to damp and mould, our corporate plan sets out plans for more awareness raising including removing barriers for any groups who may find accessing the complaints process more challenging.
3. **Reviewing the cases in this report to inform the proposed review of our remedies guidance in comparison with disrepair case studies.** Whilst we do not necessarily propose to increase the level of redress we offer to compare



favourably with disrepair claims, we recognise that we need to do more to encourage residents to use our services over the courts.

4. **We will follow up on this report.** The report covers a lot of issues and landlords will need time to consider their response. We will be monitoring landlord performance in this area and will actively consider where further systemic investigations may be required in the future to address service improvements with individual landlords. We will also consider whether we need to do further work in relation to possible contributory factors to damp and mould such as roof leaks, retrofitting or the managed decline of stock.

**Housing**  
Ombudsman Service

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Your Ref:  
Our Ref:

01 December 2022

Dear Minister

### **HOUSING STANDARDS IN RENTED PROPERTIES IN ENGLAND**

Thank you for your letter of the 19 November and the Authority of course echoes the condolences to the family of Awaab Ishak.

As requested in your letter please find below the data that was requested:

- **Supply the department with an assessment of damp and mould issues affecting privately rented properties in your area, including the prevalence of category 1 and 2 damp and mould hazards;**

The Authority has seen an increase in the prevalence of damp and mould cases reported to us within the requested reporting period, for which there could be a number of reasons such as energy cost increases and increased officer capacity resulting in more engagement with residents.

The majority of the cases reported are low scoring, category 2 hazards when assessed using the HHSRS system. The Authority is proactive in engaging with landlords and tenants to address issues informally in order to minimise stress on the tenant and in order to avoid tenants becoming victims of retaliatory eviction.

Between 01.01.2019 and 28.11.2022 the Authority received 45 cases relating to damp and mould complaints which accounts for approximately 10% of the total Housing related complaints over the same reporting period.

- **Supply the department with an assessment of action you have identified that may need to be taken in relation to damp and mould issues affecting privately rented properties in your area.**

- Further advice and guidance to landlords and tenants to drive forward the understanding of the need for ventilation.

**Postal Address:** Council Offices, Station Road, Wigston, Leicestershire LE18 2DR  
**Tel:** 0116 288 8961      **Fax:** 0116 288 7828

- Further publication of support available to residents to try and support residents to sufficiently heat their homes during these challenging times.
- Publish guidance for tenants regarding their rights and what their landlord is required to provide.
- Proactive inspections of properties, which will be achieved through our Selective Licensing Scheme and review of HMOs within the Borough.
- Continued engagement with landlords and tenants using a staged enforcement approach to address any issues within properties.

**• How many damp and mould hazards you have remediated, compared to your assessment of the prevalence of these hazards;**

2019 – 9 cases reported, 3 remediated  
2020 – 5 cases reported, 0 remediated  
2021 – 15 cases reported, 8 remediated  
2022 – 16 cases reported, 12 remediated

\* Cases where the damp and mould has not been remediated is typically either due to complainants either already leaving the property and not wishing to engage further or they do not wish to engage with the Authority at all through the fear of retaliatory eviction\*

**• How many times you have taken enforcement action to remedy damp and mould hazards and the form this has taken**

01.01.2019 – 28.11.2022 – 0

**• How many civil penalty notices have been issued in relation to non-compliance with enforcement action over damp and mould hazards;**

01.01.2019 – 28.11.2022 - 0

**• How many prosecutions have been successfully pursued in relation to damp and mould hazards.**

01.01.2019 – 28.11.2022 - 0

\*The Authority has not taken formal action due to damp and mould as we have been successful in working informally with landlords to take action to resolve damp and mould within their properties\*

In relation to your enquiry about how the Authority prioritises the enforcement of housing standards, I can confirm that the Authority introduced a Selective Licensing Scheme in 2020 in part of the Borough which will allow the Authority to inspect over 700 properties over the term of the scheme. At the same time it introduced a dedicated private sector housing team to concentrate on issues within the private rented sector and the delivery of the Local Authority Delivery (LAD) and Home Upgrade Grant (HUG) projects being operated by BEIS.

A by-product of the scheme is that it has enabled the Authority to engage with all registered landlords included within the scheme and over 100 estate agents across Leicestershire through the creation of a Landlords Forum and publication of information via the Private Sector News (see copy attached for information). You will note our November newsletter had a dedicated article on identifying and managing damp and mould within a property following the news regarding Awaab, to try and raise awareness and provide further guidance and support.

In addition, the private sector housing team have been supporting our housing department to structure a bid for Social Housing Decarbonisation funding (SHDF) to further improve our stock and is currently reviewing its Empty Homes Strategy and establishing a dedicated Houses in Multiple Occupancy Policy.

The Authority has actively engaged with your department's consultation and sounding boards in relation to the new Decent Homes Standards and have advocated for the need for mandatory licencing as a solution to housing standards issues. The authority also has a robust damp assessment procedure as can be seen in the attached guidance document.

I trust that the above information is sufficient in advance of the full response requested by 27 January 2023.

Yours sincerely

A handwritten signature in black ink that reads "Anne Court". The signature is written in a cursive, slightly slanted style.

**Anne Court**  
**Chief Executive**

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