

# Equality, Diversity, Cohesion and Integration Impact



As a public authority we need to ensure that all our strategies, policies, service and functions, both current and proposed have given proper consideration to equality, diversity, cohesion and integration. In all appropriate instances we will need to carry out an equality, diversity, cohesion and integration impact assessment.

This form:

- can be used to prompt discussion when carrying out your impact assessment
- should be completed either during the assessment process or following completion of the assessment
- should include a brief explanation where a section is not applicable

<b>Directorate:</b> Resources and Housing	<b>Service area:</b> Lettings and Tenancy Management
<b>Lead person:</b> Ben Mallows	<b>Contact number:</b>
<b>Date of the equality, diversity, cohesion and integration impact assessment:</b>	

**1. Title:** Tenancy Agreement Review 2018

Is this a:

**Strategy /Policy**
                         
  **Service / Function**
                         
  **Other**

**If other, please specify**

## 2. Members of the assessment team:

Name	Organisation	Role on assessment team e.g. service user, manager of service, specialist
Kathryn Bramall	Leeds City Council	Housing Manager
Ben Mallows	Leeds City Council	Housing Manager
Simon Richardson	Leeds City Council	Neighbourhood Services Officer

**3. Summary of strategy, policy, service or function that was assessed:**

The Council's Tenancy Agreement is a legal contract that sets out the rights and responsibilities of our tenants and Leeds City Council's as the landlord.

It applies to Introductory and Secure tenancies.

The Tenancy Agreement has been reviewed in order to reflect changes in legislation, operational practice and to restructure the Tenancy Agreement to improve comprehension. A number of proposals strengthen the agreement in response to the 2016 Tenant STAR survey.

**4. Scope of the equality, diversity, cohesion and integration impact assessment**  
 (complete - 4a. if you are assessing a strategy, policy or plan and 4b. if you are assessing a service, function or event)

**4a. Strategy, policy or plan**  
 (please tick the appropriate box below)

The vision and themes, objectives or outcomes	<input type="checkbox"/>
The vision and themes, objectives or outcomes and the supporting guidance	<input type="checkbox"/>
A specific section within the strategy, policy or plan	<input checked="" type="checkbox"/>

**Please provide detail:**

**4b. Service, function, event**  
 please tick the appropriate box below

The whole service (including service provision and employment)	<input type="checkbox"/>
A specific part of the service (including service provision or employment or a specific section of the service)	<input type="checkbox"/>
Procuring of a service (by contract or grant)	<input type="checkbox"/>

**Please provide detail:**

**5. Fact finding – what do we already know**  
 Make a note here of all information you will be using to carry out this assessment. This

could include: previous consultation, involvement, research, results from perception surveys, equality monitoring and customer/ staff feedback.

(priority should be given to equality, diversity, cohesion and integration related information)

- Equality monitoring information and profiling data of customers on the Leeds Homes Register
- Equality monitoring information of our current tenants Leeds City Council
- Leeds City Council's Tenancy Strategy and Policy
- Feedback from tenants following the issuing of the preliminary notice of variation in January 2018.
- Feedback from 2016 STAR survey.
- Tenant profiles from Annual Home Visits regarding tenant support needs.
- Information from sign up process including CORE data.
- Ward profiles including demographic information of tenants.
- Information on pets register.
- Information on no. tenants in receipt of housing benefit.
- Information regarding adaptations in properties held on ICT system.
- Information on the number of trustees of tenancies (for 16 and 17 year old tenants).

**Are there any gaps in equality and diversity information**

**Please provide detail:**

Some equality information for our tenants is incomplete. This is more common in older tenancies and where tenants have not wished to provide this information.

**Action required:**

Quality of data is increasing through the Annual Home Visit process.

**6. Wider involvement – have you involved groups of people who are most likely to be affected or interested**

Yes

No

**Please provide detail:**

- All tenants have been consulted over a five week period in accordance with s103 Housing Act 1985. This included the delivery of a preliminary notice along with a list of proposed changes to the Tenancy Agreement.
- We received 1,215 responses following the consultation. All these comments were logged and responses sent out where required.
- Internal stakeholders (Housing Leeds, Legal Services, Information Governance, Localities, LASBT, BITMO) have been invited to comment on the Tenancy Agreement.
- 2 briefing sessions have been held for elected members and the strategic tenant group VITAL have been briefed on the proposed changes.

**Action required:**

Consultation responses have been recorded and used to inform the final proposals. A summary of the consultation will be included in the delegated decision report to approve the final version.

**7. Who may be affected by this activity?**

please tick all relevant and significant equality characteristics, stakeholders and barriers that apply to your strategy, policy, service or function

**Equality characteristics****Age****Carers****Disability****Gender reassignment****Race****Religion  
or Belief****Sex (male or female)****Sexual orientation****Other**

(**Other** can include – marriage and civil partnership, pregnancy and maternity, and those areas that impact on or relate to equality: tackling poverty and improving health and well-being)

**Please specify:** marriage and civil partnership, pregnancy and maternity, and those areas that impact on or relate to equality: tackling poverty and improving health and well-being, Article 8 and Article 14 Human Rights Act

**Stakeholders****Services users****Employees****Trade Unions****Partners****Members****Suppliers****Other please specify****Potential barriers.****Built environment****Location of premises and services****Information****Customer care**

**and communication**

**Timing**

**Stereotypes and assumptions**

**Cost**

**Consultation and involvement**

**Financial exclusion**

**Employment and training**

**specific barriers to the strategy, policy, services or function**

**Please specify**

- A definitions section has been included to explain commonly used terms in the agreement
- A number of clauses reflect the legal position and are included to clarify responsibilities.
- Where tenants are unable to read the paper version of the Tenancy Agreement due to language or disability (e.g. visual impairment) alternative formats (e.g. large print, audio version) to be made available upon request.
- Risk that not all tenants have been consulted with; however all efforts have been made to ensure this is the case and consultation has been conducted in accordance with the Housing Act 1985. Any returned mail was hand delivered to the property and all new tenants had the consultation and preliminary notice documents provided to them.
- Tenants under 18 with trustees and tenants with a c/o address had the documents sent to these addresses as well.
- Provided telephone responses to tenants who contacted for further information / clarification about the documentation.
- Multiple ways of response (email, telephone, face to face, post) were offered to the consultation.

**8. Positive and negative impact**

Think about what you are assessing (scope), the fact finding information, the potential positive and negative impact on equality characteristics, stakeholders and the effect of the barriers

**8a. Positive impact:**

- Rent – the agreement explains the tenant's responsibility to pay their rent including rent in advance at the start of the tenancy. It also advises tenants to contact the council if they are having difficulty paying their rent.
- Use of racist, sexist or homophobic abuse are specifically mentioned in the clauses regarding domestic abuse and anti-social behaviour.
- Stronger clauses will help reduce anti-social behaviour which impacts on tenants who fall into the protected characteristics.
- Where a clause provides discretion for the Council to make a decision, then each case will be taken on its own merits to ensure all necessary equality characteristics

are taken into account. Each supporting procedure will have an Equality Screen Document.

- Section 7.2 – periodic home visits to ensure the property is being occupied by the rightful tenant may be considered intrusive by the tenant but provides assurance that the properties are occupied in accordance with the agreement, and to check if the tenant requires any support.
- Section 7.6 – abandonment procedures also ensure the property is being occupied, and prevents properties being left vacant for extended periods of time that may result in antisocial behaviour and have a negative impact on the neighbourhood
- 7.10 – by law secure tenants have the right to take in a lodger which can be a useful source of income for example to tenants who would otherwise be under occupying their home, and the agreement reflects this. The agreement prohibits this resulting in overcrowding and makes clear that subletting the whole of the property is prohibited by law.
- Section 7.17-7.30: The revised policy allows tenants to keep IED dogs in a council property subject to signing a Responsible Dog Owner Agreement. Effective enforcement of the policy will benefit all tenants and residents by reducing cases of nuisance and antisocial behaviour. By moving to a managed approach and working closely with the police, the council will be able to manage potential risks more effectively, and have a proportionate response to keeping of IED dogs.
- Support dogs - The policy allows disabled tenants who require support dogs (Guide Dogs, Epilepsy Dogs, Hearing Dogs) to keep them in a council property. This will have a positive impact on disabled people and carers.
- Effective enforcement of the pets' policy will benefit all tenants and residents by reducing cases of nuisance and antisocial behaviour.
- Ensuring that disabled parking spaces are reserved for residents who hold a blue badge will improve the quality of life for disabled people.
- Where a tenant cannot maintain their garden due to age or a vulnerability, support for the tenant to keep their garden clear will be made on a case by case basis.

**Action required:**

- Implementation of anti-social behaviour action plan

**8b. Negative impact:**

- Section 6.2 – Requirement for rent in advance could adversely affect certain protected groups who are more likely to struggle to pay this, e.g. younger people, people fleeing domestic violence, people in temporary accommodation etc.
- Section 6.4 – Method of payment – preferred method of payment is direct debit; however this clause provides alternative methods of payment to reflect that not all tenants have access to a bank account with direct debit facilities or may have an intermittent income.
- Section 6.5 – As part of rent arrears process tenants will be contacted to ascertain their entitlement to benefits and provide support where necessary.
- Section 6.9 – Joint tenants are each responsible but this may affect tenants who

- have experienced domestic violence who were not in control of their finances.
- Section 7.2 – All tenants are required to inform us where they will be away for more than 28 days; housing officers will be mindful that tenants of certain religions may go on longer term religious pilgrimage in a different country or where a tenant has family abroad and may be absent from home for an extended visits. Tenants who have caring responsibilities may also spend extended periods away from their property to care for relatives etc.
- Section 7.6 – Where Housing Leeds suspect a property is abandoned there is a robust procedure in place to ensure that all possible avenues to contact the tenant are taken, e.g. telephoning next of kin, support workers, taking into account equality issues, weekly checks at the property etc. Possession action to recover the property will only be made as a last resort.
- Section 7.9 – Overcrowding – where a property becomes overcrowded through no fault of the tenants, e.g. through the birth of a child or family union, then the overcrowding procedures state that this would not constitute a breach of tenancy.
- Section 7.17 – 7.30 – Where tenants are vulnerable there is assistance available through animal support charities for animal neutering and chipping and the Council work very closely with these organisations as evidenced by the RSPCA recognising Leeds City Council as a leading Local Authority for our work on animal welfare. The Council recognises there are certain religious groups where animal neutering is prohibited; in these circumstances discretion will be used. British Vet Association are pro neutering; pet register shows a lot aren't neutered. Unneutered pets can contribute to poor property condition and multi-pet household that result from breeding can be overwhelming for vulnerable tenants.
- Section 7.32 – Mobility scooters – permission to keep a mobility scooter will not be withheld unreasonably, but the Council must balance safe storage (fire safety, keeping evacuation routes clear etc.) with a tenant's need/desire for a mobility scooter. Where it is not possible for a mobility scooter to be stored safely alternative options for the tenant, including assisting with a planned move to a more suitable property, may be offered.
- Section 7.40 – Tenants who are unable to keep their property in a good condition due to a vulnerability will be offered support in line with the Council's procedures, such as the Hoarding procedure and the Unacceptable Property Condition procedure.
- Section 8.8 – in cases of ASB, mediation will not be used where it is not appropriate, for example where domestic violence is involved.
- Section 8.36 – Tenants living in certain property types may be unable to access satellite services. This may have an impact on tenants who wish to receive overseas broadcasts. The Council are investing in communal satellite dish provision in a number of high rise blocks to allow tenants to access digital services without the need for individual dishes; in addition tenants are able to access many overseas broadcasts via the internet.

There are several clauses in the Tenancy Agreement where the Council has discretion of whether to grant permission (e.g. pets, alterations, improvements etc.) In all of these circumstances, each case will be taken on its own merits taking full account of the circumstances of the tenant and their household with particular attention given to the protected characteristics of the household.

Much of the agreement reflects statutory provisions which the council cannot control, for example, introductory tenants have fewer rights than secure tenants. However, the council does have a degree of discretion to exercise its powers in certain circumstances.

The Human Rights Act applies to the Tenancy Agreement as follows:

Article 6: Right to a fair trial or hearing – this is an absolute right which applies to contractual agreements and disputes. The Equality and Human Rights Commission gives the example that ‘a person who is subject to a decision-making process in relation to a possible eviction should have access to an interpreter, if necessary. Decisions should be given with reasons. Article 6 is likely to be particularly relevant in review or appeal proceedings which would determine a tenant's rights. However, it may not be necessary for decision-making to fulfil all the conditions of a ‘fair hearing’ if a person has access to a subsequent appeal process which would satisfy these requirements.

The right to a fair hearing is included within the council’s tenancy management procedures, for example, the council will give reasons for its decisions, and tenants have a statutory right to request a review of certain decisions, for example, to extend an Introductory Tenancy or Demote a Secure Tenancy. Where this is the case it is stated in the Tenancy Agreement which is supported by guidance for staff.

Article 8: Right to respect for private life, family life and the home

Under Article 8 everyone has the right to respect for their private life, family life and their home. This includes the right to live together as a family and not be separated.

Article 8 is a qualified right, not an absolute right. This means the right to respect may be interfered with, if the council is acting in the interests of one of the following: national security, public safety or the economic wellbeing of the country, for the prevention of disorder or crime, for the protection of health or morals, or for the protection of the rights and freedoms of others. The council must act in accordance with the law and use the least intrusive way of achieving the legitimate objectives.

In common law tenants have the right to ‘quiet enjoyment’ of their council tenancy, and as a social landlord the council must take positive steps to prevent the tenant’s quiet enjoyment being disturbed by other people, for example, by nuisance or anti-social behaviour.

The Tenancy Agreement contains a number of provisions that may be considered intrusive, but these are justified to prevent crime (e.g. illegal subletting of a council tenancy to a person other than the rightful tenant); public safety (e.g. gaining access to the home to undertake gas / electric checks); for the protection of health (e.g. messy gardens clause, prohibition on collecting or hoarding excessive items and possessions to the extent that the property is not accessible and prohibition of the installation of satellite dishes on high rise blocks); for the protection of the rights and freedoms of others (e.g. clauses prohibiting antisocial behaviour and nuisance).

When taking enforcement action the council will consider the impact of the Tenancy Agreement on different equality characteristics. The Tenancy Agreement imposes certain duties on tenants, for example to pay their rent on time, to undertake small repairs and allow access to the home where reasonable. There is potential for certain groups to be disadvantaged by these terms, for example, tenants on low incomes or benefits, or homeless customers moving from temporary accommodation may struggle to pay 2 weeks’ rent in advance or to afford to do small repairs themselves.

Tenants who are unable to read and whose first language is not English may also require



additional support to ensure they fully understand the terms of the Tenancy Agreement.

**Action required:**

- Procedure has been created to ensure that each tenant's circumstances are taken into account and that tenants who will struggle to pay rent in advance or are vulnerable are not disadvantaged.
- The Tenancy Agreement will be translated into the most common languages spoken in Leeds. The languages chosen will be derived from Census data and are: Polish, Urdu, Punjabi, Arabic and Bengali.

**9. Will this activity promote strong and positive relationships between the groups/communities identified?**

Yes

No

**Please provide detail:**

Strengthened clauses around anti-social behaviour will encourage sustainable communities by reducing the impact of anti-social behaviour on other tenants and residents, including people living in other tenure types such as home owners, private renters and leaseholders.

The new tenancy agreement replaces the previous one that was issued in 2008, and incorporates new legislation and other changes in response to concerns raised by tenants in the STAR survey 2016.

**Action required:**

Ensure the anti-social behaviour action plan is implemented.

Ensure the agreement is communicated to tenants, elected members and council officers through communications, briefings, procedures and training.

Monitor tenant satisfaction through 2018 STAR survey.

**10. Does this activity bring groups/communities into increased contact with each other? (e.g. in schools, neighbourhood, workplace)**

Yes

No

**Please provide detail:**

**Action required:**

**11. Could this activity be perceived as benefiting one group at the expense of another?** (e.g. where your activity/decision is aimed at adults could it have an impact on children and young people)

**Yes**

**No**

**Please provide detail:**

**Action required:**

**12. Equality, diversity, cohesion and integration action plan**

(insert all your actions from your assessment here, set timescales, measures and identify a lead person for each action)

<b>Action</b>	<b>Timescale</b>	<b>Measure</b>	<b>Lead person</b>
Procedures for tenants unable to pay rent in advance	August 2018	Procedures distributed to staff	Lettings and Tenancy Management Service
Implementation of anti-social behaviour action plan	February 2018	Ensure ASB action plan is completed; improved case management of ASB cases	Housing Management
Translate Tenancy Agreement into common languages	October 2018	Get details of common languages spoken from LHM. TA to be held as basic text document to reduce printing costs.	LTMT
Investigate how we could get the TA translated into Braille (if required)	October 2018	To be accessed via LCC Braille and Large Print unit.	LTMT
Communications to tenants	October 2018	Through social media posts, posters in blocks, tenant and	LTMT and Tenant Engagement

Action	Timescale	Measure	Lead person
		resident groups etc Refresh of Tenant Handbook	
Communications to elected members and staff	October 2018	Members briefings	LTMT

**13. Governance, ownership and approval**

State here who has approved the actions and outcomes from the equality, diversity, cohesion and integration impact assessment

Name	Job Title	Date
<b>Date impact assessment completed</b>		

**14. Monitoring progress for equality, diversity, cohesion and integration actions** (please tick)

- As part of Service Planning performance monitoring
- As part of Project monitoring
- Update report will be agreed and provided to the appropriate board  
Please specify which board
- Other (please specify)

**15. Publishing**

Though **all** key decisions are required to give due regard to equality the council **only** publishes those related to **Executive Board, Full Council, Key Delegated Decisions** or a **Significant Operational Decision**.

A copy of this equality impact assessment should be attached as an appendix to the decision making report:

- Governance Services will publish those relating to Executive Board and Full Council.
- The appropriate directorate will publish those relating to Delegated Decisions and Significant Operational Decisions.
- A copy of all other equality impact assessments that are not to be published should be sent to [equalityteam@leeds.gov.uk](mailto:equalityteam@leeds.gov.uk) for record.

Complete the appropriate section below with the date the report and attached assessment was sent:

For Executive Board or Full Council – sent to <b>Governance Services</b>	Date sent:
For Delegated Decisions or Significant Operational Decisions – sent to appropriate <b>Directorate</b>	Date sent:
All other decisions – sent to <a href="mailto:equalityteam@leeds.gov.uk">equalityteam@leeds.gov.uk</a>	Date sent: