

# LDC & LWMTS

## Accommodation policies



**This document includes all housing related policies relating to all residential properties managed by LWMTS on behalf of Lichfield District Council.**

The following policies are included:

1. Allocations Policy
2. Tenancy & Licence Management Policy
3. Rent Setting & Arrears Management Policy
4. Repairs & Maintenance Policy
5. Anti-Social Behaviour (ASB) Policy
6. Safeguarding Policy
7. Equality, Diversity & Inclusion (EDI) Policy
8. Complaints, MP Enquiries and FOIs Policy (Property Related)
9. Possession & Eviction Policy
10. Void Management Policy
11. Check in/Check Out Policy
12. Health & Safety / Compliance Policy
13. Data Protection & GDPR Policy
14. CCTV Policy
15. Pet Policy
16. Furnishing & White Goods Provision Policy

## Sign-off and amendments

These policies were signed off by:

Organisation	Approval level	Date approved
Lichfield District Council	Cabinet member approval	Approved in July 2025 - <a href="#">Decision - Temporary Accommodation Policies</a>
LWMTS	Board	Approved in June 2025

Minor amendments are delegated to the director of resident and business services in collaboration with the accommodation manager at LWMTS. Significant amends will trigger approval by Lichfield District Council and LWMTS board.

### Regular review

All policies are reviewed annually or in response to:

- Legislative changes
- Significant incidents
- Feedback from residents, staff, or regulators

### Amendment tracker

Date	Amendment	Approved by
May 2026	Amendments to Rent Setting & Arrears Management Policy and Furnishing & White Goods Provision Policy	Cllr Alex Farrell, Cabinet Member for Housing & the Local Plan

# 1. Allocations Policy

**Scope:** All properties let under licence or tenancy through Lichfield West Midlands Traded Services on behalf of Lichfield District Council.

## 1. Purpose

This policy sets out how Lichfield District Council allocates temporary accommodation and housing pathway scheme accommodation to eligible individuals. We aim to provide a fair, transparent, and needs-based allocations in compliance with the Housing Act 1996 and our duties as a provider of supported temporary accommodation.

## 2. Eligibility Criteria

Referrals made by Lichfield District Council's Homelessness Team.

## 3. Allocation Process

- Customers are identified by the council's Homelessness Team from the homelessness case list.
- Council-owned temporary accommodation is considered alongside all other available temporary accommodation options, including emergency bed and breakfast accommodation.
- Placements are made based on the individual circumstances and availability at the time. This may include factors such as household size, bedroom requirements, location needs, property suitability, risk considerations, and the availability of accommodation across the wider temporary accommodation portfolio.
- There is no fixed criteria determining whether a customer is placed in council-owned temporary accommodation or alternative provision such as bed and breakfast accommodation.
- For each new customer, the council's Homelessness Team will carry out a risk assessment, identify any support needs, and confirm suitability and compatibility with the accommodation before a referral is made. Where necessary, the team will liaise with LWMTS in relation to this.
- The council's Homelessness Team will notify LWMTS of the placement, including the number of occupants, any relevant risks contractors may need to be aware of, and any known vulnerabilities, as well as contact details for each customer.
- All placements are recorded on the housing management system.

## 4. Appeals

There are differing appeal rights, depending on the duty under which you have been offered temporary accommodation:

- **If you are offered temporary accommodation under the (S188 duty – known as interim accommodation) you do not have a right to appeal/right to review.** If a customer refuses suitable temporary accommodation offered under the S188 duty, the council will end their interim accommodation duty, and the customer will need to find their own accommodation.



- **If you are offered temporary accommodation under the S193 (2) duty, you have a right to review.** We always recommend customers accept the accommodation, even if it is not wholly suitable and then request a review. To request a review, please email [housing.options@lichfielddc.gov.uk](mailto:housing.options@lichfielddc.gov.uk) within 21 days of being offered the accommodation giving reasons why the accommodation is not suitable and any supporting documentation of information. Customers will be advised of the outcome within 56 days.

Our Homelessness Team will be able to advise you under which duty you have been offered temporary accommodation.



## 2. Tenancy & Licence Management Policy

Last reviewed: April 2026.

**Scope:** All properties let under licence or tenancy through Lichfield West Midlands Traded Services on behalf of Lichfield District Council.

### 1. Purpose

This policy outlines the types of occupation agreements issued by Lichfield West Midlands Traded Services, on behalf of Lichfield District Council, and how they are managed to ensure consistency, legal compliance, and support for vulnerable licence holders.

### 2. Types of Agreements

- Licence Agreements for temporary accommodation placements.
- Assured Shorthold Tenancies (ASTs) for housing pathway scheme units returned to the council occupied by previous licence holders of Spring Housing.
- Shorthold Tenancies (STs) for housing pathway scheme units and general needs units.

### 3. Agreement Terms

- Clear terms on rent, behaviour, duration, guest policy, and support requirements.
- Sign-up process includes property induction and rights/responsibilities.
- Regular reviews for support needs and licence/tenancy sustainability.

### 4. Ending an Agreement

- Occupation agreements may end through voluntary surrender, planned move-on, expiry of a temporary placement, or enforcement action where necessary.
- Licence agreements and tenancies may be ended by Lichfield District Council in accordance with the terms of the agreement and relevant housing legislation. This may include circumstances such as non-payment of charges, anti-social behaviour, property damage, abandonment, or breach of agreement conditions.
- Where enforcement action is required, the council and LWMTS will act proportionately and in line with the Eviction Policy (see 9), including any applicable notice periods and legal processes.
- Where appropriate, residents will be supported to access advice, alternative accommodation options, or move-on support before an agreement ends.
- LWMTS and LDC will liaise throughout the termination process to ensure risks, safeguarding concerns, and property management arrangements are appropriately managed.



# 3. Rent Setting & Arrears Management Policy

Last reviewed: April 2026.

**Scope:** All properties let under licence or tenancy through Lichfield West Midlands Traded Services on behalf of Lichfield District Council.

## 1. Purpose of the policy

This policy outlines how rent and related charges are set, collected, and managed for individuals placed in the council's temporary accommodation. It ensures clarity, fairness, and consistency for all residents and staff.

## 2. Rent setting

### 2.1 Rent calculation

- Rent is set using the council's approved rent calculator which is based on social rents based on the average property value in Lichfield in 1999.
- The calculator ensures rents are reasonable, transparent, and aligned with accommodation size, location, and service charges where applicable.

### 2.2 Properties larger than household need (temporary accommodation only)

- Residents will only be placed in a property larger than their household need temporarily. No general need placements will be made into properties larger than a household's needs.
- Residents will be moved to a right-sized property as soon as one becomes available.
- Where a resident is temporarily placed in a property that is larger than their assessed household need, the council will cover the shortfall between the rent charged and the level normally eligible for Housing Benefit to prevent a build-up of arrears that could affect the household's ability to secure a tenancy in future.
- *This is in recognition of the fact the household is placed in the accommodation as the only available accommodation at that time.*

### 2.3 Resident responsibility for rent shortfalls

- In other circumstances where Housing Benefit does not cover the full rent for a range of circumstances – *for example where a resident's income or the presence of non-dependants reduces entitlement, their claim is suspended due to missing information, they are ineligible because of immigration or benefit rules, or deductions are being made to recover previous overpayments* – any rent not covered by Housing Benefit remains the resident's responsibility.
- Any rent shortfall must be paid directly by the tenant to the council – such shortfalls will not be covered by the council.
- Failure to engage with benefit claims or pay rent shortfalls may result in arrears recovery action.



### **3. Housing Benefit requirement**

- Unless not eligible, all residents must apply for Housing Benefit or Universal Credit to contribute toward their rent.
  - Once a Housing Benefit claim (usually temporary accommodation residents) is set up, it is likely the rent will be paid directly to the council.
  - Universal Credit (housing element) claims are usually paid directly to the resident.
- Residents are responsible for providing all necessary information to the council in a timely manner to ensure their claim is processed correctly.

### **4. Council tax**

- All residents placed in temporary accommodation are responsible for paying their own council tax unless the accommodation is exempt under council tax regulations.
- Residents must register with Lichfield District Council for council tax liability from the start date of their placement.

### **5. Utilities & household bills**

#### **5.1 General rule**

- Residents are responsible for paying their own household bills, including gas, electricity, and water, where these services are individually metered.
- In properties with pre-payment, residents are responsible for maintaining credit and keeping the supply active.

#### **5.2 Flat blocks (all-inclusive arrangements)**

- In designated flat blocks where utilities are included as part of the rent, residents will not be required to pay individual utility bills.
- LWMTS will inform residents at sign-up if their property falls under this arrangement.

### **6. Changes in circumstances**

- Residents must notify their housing officer immediately of any changes to household income, capital, benefits, or household composition.
- Failure to report changes may impact Housing Benefit entitlement and result in arrears.

### **7. Non-compliance**

- Failure to pay rent, council tax, or bills, or failure to apply for Housing Benefit, may result in arrears processes being triggered.
- Persistent non-compliance may affect the resident's ongoing placement in temporary accommodation.



## 8. Arrears procedure

Different procedures will be followed depending on whether the property is a temporary unit, a housing pathway scheme unit or a general needs unit.

### 8.1 Temporary accommodation and housing pathway scheme units

The LDC Homelessness Team will monitor rent payments and seek to engage with customers at an early stage where arrears arise.

As a general approach, the following actions may be taken, although this will vary depending on the individual circumstances and reasons for non-payment:

- **After arrears first arise:** The customer may receive contact, including a home visit, to identify any support needs and encourage engagement.
- **Where arrears continue:** Written warnings and further visits may be undertaken by the Homelessness Team.
- **Where arrears remain unresolved:** Formal recovery action may be considered, including the service of notice and possession proceedings where appropriate.

Support will be offered throughout, including budgeting assistance, benefit support, and referral to relevant services where appropriate.

### 8.2 General needs accommodation

The LDC Accommodation Team will monitor rent payments and seek early engagement where arrears arise.

As a general approach, the following actions may be taken, although this will vary depending on the individual circumstances and reasons for non-payment:

- **When arrears first arise:** The customer may receive written contact or telephone contact reminding them of the missed payment.
- **Where arrears continue:** Formal warnings, home visits, or repayment arrangements may be considered.
- **Where arrears remain unresolved:** Formal recovery action may be considered, including the service of notice and possession proceedings where appropriate.

Support will be offered throughout, including budgeting assistance, benefit support, and referral to relevant services where appropriate.

## 4. Repairs & Maintenance Policy

**Scope:** All properties let under licence or tenancy through Lichfield West Midlands Traded Services on behalf of Lichfield District Council.

### 1. Purpose

To ensure all properties are safe, habitable, and maintained to a decent standard, in line with the Homes (Fitness for Human Habitation) Act 2018 and other regulatory requirements.

### 2. LWMTS Responsibilities on Behalf of Landlord

LWMTS are responsible for:

- Structural repairs (roof, walls, windows, etc.).
- Heating and hot water systems.
- Maintenance or sanitation facilities (toilets, baths, sinks).
- Fire safety systems and equipment.
- Annual gas safety checks and 5-yearly electrical inspections.

### 3. Licence Holder/Tenant Responsibilities

Licence Holders/Tenants are responsible for:

- Keeping the property clean and well-maintained.
- Carrying out minor tasks (e.g., replacing lightbulbs, unblocking sinks).
- Not causing damage deliberately or negligently – the cost of any deliberate/negligent damage will be payable by the licence holder/tenant.
- Reporting urgent, routine and non-urgent repairs online, please email [cll@lwmts.co.uk](mailto:cll@lwmts.co.uk) and we'll aim to get back to you first thing on the next working day.

#### For emergencies:

- During working hours, Monday - Friday, 9am - 5pm (not including bank holidays) please email our LWMTS property team at [cll@lwmts.co.uk](mailto:cll@lwmts.co.uk) and **mark as urgent** in the email title.
- Outside of these hours, please call our team on out-of-hours repairs team ([CJE Developments](#)) on 0330 222 0304 and select option 3.
- Our out of hours team **will only attend if the issue is an emergency.**
- Non-emergency issues reported to our out of hours team will be passed to our property team to deal with on the next working day.



#### 4. Response Times

When a repair is reported the LWMTS/out of hours team will advise the customer of its priority and target response time. Only emergency repairs will be dealt with by the out of hours response team – urgent, routine and non-urgent repairs will be addressed on the next working day.

<b>Repair category</b>	<b>Target response time</b>	<b>Definition</b>	<b>Examples</b>
<b>Emergency repairs</b>	Within 4 - 24 hours	Issues that pose an immediate danger to life, health, or the security of the property.	Total loss of water/heating/power, severe leaks/flooding, exposed electrical wiring, total failure of security locks.
<b>Urgent repairs</b>	Within 1- 3 working days	Issues causing serious inconvenience or potential for further damage if not addressed quickly, but not an immediate danger	Partial loss of electric/water contained leaks, broken door entry systems, or broken windows (not affecting security).
<b>Routine repairs and non-urgent</b>	Within 7- 21 calendar days	General, day-to-day maintenance that does not significantly affect daily life.	Dripping taps, broken kitchen cupboard doors, easing sticking doors/windows, minor plastering repairs

#### 5. Access

Licence holders/tenants must allow access for inspections, repairs, and safety checks. LWMTS and our out of hours provider will give 24 hours' notice unless it's an emergency.



## 5. Anti-Social Behaviour (ASB) Policy

**Scope:** All licence and tenancy holders living in properties managed by Lichfield West Midlands Traded Services on behalf of Lichfield District Council.

### 1. Purpose

To prevent and respond effectively to anti-social behaviour (ASB) within temporary accommodation and housing pathway scheme properties that are managed by Lichfield West Midlands Traded Services on behalf of Lichfield District Council, ensuring that all residents live in a safe and respectful environment.

### 2. Definition

ASB includes:

- Noise nuisance
- Verbal abuse or threats
- Vandalism or damage
- Drug use or dealing on the premises
- Nuisance drinking
- Harassment, hate incidents, or domestic abuse

### 3. Reporting

Residents, staff, or neighbours can report ASB. We accept reports by phone, email, or in person.

### 4. Procedure

- Complaint logged by council's Homelessness Team on the housing management system risk.
- Investigation carried out and evidence gathered by the Homelessness Team.
- Behaviour contract issued where appropriate by Homelessness Team. Homelessness Team to liaise with LWMTS on any property related issues to address behaviour concerns.
- Support offered to all partners.
- Where an issue is persistent the case may be to police, local authority, and support services.
- Where an issue persists despite interventions from relevant parties, a case review panel will be called with an independent director of the council to determine any action that may be taken, which could include eviction (see 9. Eviction Policy).
- There is no right of appeal on the decision taken by the panel.

### 5. Safeguarding

Where ASB involves vulnerable licence holders/tenants, safeguarding referrals may be made in line with our Safeguarding Policy.



## 6. Safeguarding Policy

**Scope:** All licence and tenancy holders living in, and all staff working in, properties managed by Lichfield West Midlands Traded Services on behalf of Lichfield District Council.

### 1. Purpose

To protect licence holders/tenants from abuse, neglect, and exploitation, particularly those who are vulnerable due to age, disability, or circumstances (e.g., fleeing abuse, homelessness).

### 2. Principles

- Safeguarding is everyone's responsibility.
- We will work with statutory agencies and follow Care Act 2014 (adults) and Children Act 1989/2004 (children).
- We are committed to safe recruitment and robust staff training.
- All staff supporting licence holders in temporary accommodation and housing pathway scheme units are subject to DBS checks and relevant safeguarding training.
- Each licence holder is risk assessed, and the appropriate number of staff will always attend in line with the assessment.

### 3. Types of Harm

- Physical, emotional, financial, and sexual abuse.
- Neglect and self-neglect.
- Domestic abuse.
- Modern slavery or exploitation.

### 4. Procedure

- All safeguarding concerns are reported in line with the council's safeguarding procedure – [find out more](#)).
- Records kept confidentially and securely.
- Staff must complete safeguarding training every 2 years.

### 5. Whistleblowing

Staff can report concerns about internal safeguarding failings confidentially without fear of reprisal.



## 7. Equality, Diversity & Inclusion (EDI) Policy

**Scope:** All licence and tenancy holders living in, and all staff working in, properties managed by Lichfield West Midlands Traded Services on behalf of Lichfield District Council.

### 1. Purpose

To promote equality and prevent discrimination across all housing and support services, in line with the Equality Act 2010.

### 2. Commitment

Lichfield District Council and Lichfield West Midlands Traded Services is committed to:

- Promoting inclusive access to housing and services.
- Ensuring a culture of respect and dignity.
- Eliminating unlawful discrimination, harassment, and victimisation.

### 3. Protected Characteristics

We ensure equal treatment regardless of:

- Age.
- Disability.
- Race or ethnicity.
- Sex or gender.
- Sexual orientation.
- Religion or belief.
- Gender reassignment.
- Pregnancy/maternity.
- Marital or civil partnership status.

### 4. Implementation

- Staff in both LDC and LWMTS receive equality training.
- All related policies are subject to equalities impact assessment.
- Licences will be consulted where possible on policy or service changes.
- Translation, interpretation, or alternative formats provided on request.

### 5. Monitoring

We record and monitor equality data to identify barriers and improve services.



## 8. Complaints, MP Enquiries and FOIs Policy (Property Related)

**Scope:** All properties let under licence or tenancy through Lichfield West Midlands Traded Services on behalf of Lichfield District Council.

### 1. Purpose

To provide a clear, fair and accessible complaints process, ensuring that complaints are handled by the correct organisation and in line with relevant statutory requirements, including the Housing Ombudsman's Complaint Handling Code.

### 3. How complaints are managed

Because responsibilities are shared between LDC and LWMTS, different types of complaints must be raised through different complaints processes.

### 4. Complaints handled by Lichfield District Council (LDC)

Complaints relating to the following matters are dealt with by LDC and must be raised through the Council's published complaints process:

- Complaints about tenants or tenant behaviour.
- Complaints about placements into properties.
- Complaints about the location of properties.
- Complaints about rent levels, payments or arrears.

These complaints should be submitted via LDC's corporate complaints process:

[www.lichfielddc.gov.uk/complaints](http://www.lichfielddc.gov.uk/complaints)

They will be handled in line with LDC's existing complaints policy and timescales.

### 5. Complaints, MP Enquiries and FOIs handled by LWMTS (property-related complaints)

Complaints relating to the property itself are handled by LWMTS. This includes concerns about:

- The condition of the property.
- Repairs and maintenance.
- Health and safety matters.
- The standard of property management services.
- Actions or lack of action by LWMTS staff or contractors.

These complaints must be submitted to: [c11@lwmts.co.uk](mailto:c11@lwmts.co.uk)



## **6. LWMTS complaints & MP enquiry process**

LWMTS will manage property-related complaints and MP enquiries in line with the Housing Ombudsman's Complaint Handling Code, as follows:

### **Stage 1 – Investigation by LWMTS**

- Complaint acknowledged within 5 working days
- Full written response issued within 10 working days of the acknowledgement

### **Stage 2 – Independent review by LDC**

- If the complainant remains dissatisfied, they may request an independent review
- The review will be carried out by Lichfield District Council, within 20 working days of the review request
- The review will be undertaken by the council's complaints team, supported by a senior officer

FOIs will be responded to within the statutory timeframe,

## **7. External ombudsman**

Following completion of the internal process, complainants will be provided with information on how to refer their complaint to the Housing Ombudsman (for housing-related complaints), or the Local Government & Social Care Ombudsman (LGSCO) for complaints handled by the council.

## **8. Exclusions**

The following are not considered under the LWMTS complaints process:

- Rent or service charge disputes – refer to LDC's complaints procedure: [www.lichfielddc.gov.uk/complaints](http://www.lichfielddc.gov.uk/complaints)
- Matters subject to active legal proceedings
- Anonymous complaints (although reported issues may still be investigated)

## **9. Learning from complaints**

Both LDC and LWMTS use complaints and feedback to identify themes, improve services and strengthen performance. Complaint data is reviewed regularly and informs service improvement activity.



## 9. Possession & Eviction Policy

**Scope:** All properties let under licence or tenancy through Lichfield West Midlands Traded Services on behalf of Lichfield District Council.

### 1. Purpose

This policy outlines the council's approach to possession action and eviction.

The council is committed to sustaining accommodation wherever possible and ensuring eviction is only used as a last resort after reasonable efforts have been made to resolve issues and support occupants.

Possession action may be considered where there are serious or persistent breaches of licence or tenancy conditions, including significant rent arrears, anti-social behaviour, property damage, abandonment, or conduct impacting the safety, wellbeing, or management of the accommodation.

LDC will ensure all possession action is lawful, proportionate, fair, and compliant with relevant housing legislation.

### 2. Legal Basis of Occupation

Possession procedures will vary depending on the type of occupation agreement in place, including:

- Licence Agreements for temporary accommodation placements.
- Assured Shorthold Tenancies (ASTs) for housing pathway scheme units returned to the council occupied by previous licence holders of Spring Housing.
- Shorthold Tenancies (STs) for housing pathway scheme units and general needs units.

The council recognises that different occupation types provide different legal rights and protections, and all action will be undertaken in accordance with applicable legislation and court procedures.

### 3. Possession Procedure for Licenced Occupants

- Licence holders occupy accommodation under a personal licence and do not hold security of tenure equivalent to a tenancy.
- Reasonable written notice will normally be provided to end a licence arrangement, in accordance with the terms of the licence agreement and relevant legal requirements.
- Where the occupant does not leave voluntarily following expiry of notice, the council may seek possession through the courts where required by law.
- All action will comply with the Protection from Eviction Act 1977 and other relevant legislation.
- Prior to possession action, a review will normally be undertaken to consider safeguarding, support needs, risks, and alternative housing options where appropriate.



#### **4. Possession Procedure for Assured Shorthold Tenants**

- AST tenants have statutory rights and protections under housing legislation.
- The council may seek possession on lawful statutory grounds, including rent arrears, anti-social behaviour, breach of tenancy conditions, abandonment, or other grounds permitted by legislation.
- The council will not rely on “no fault” possession procedures where these are no longer permitted by law.
- Appropriate statutory notice periods will be provided in accordance with current legislation and the grounds being relied upon.
- Where the tenant does not leave voluntarily following notice and court determination, the council may apply for possession orders and warrants through the courts.
- Tenants retain the right to challenge possession proceedings and seek independent advice or representation.
- Prior to possession action, a review will normally be undertaken to consider support, safeguarding concerns, vulnerabilities, repayment arrangements, and alternative resolutions where appropriate.

#### **5. Eviction Procedure for Secure Tenants (STs)**

- ST tenants have contractual and statutory rights relating to their occupation and possession processes.
- The council may seek possession where lawful grounds exist, including rent arrears, anti-social behaviour, breach of tenancy conditions, abandonment, or other significant breaches of agreement.
- Appropriate notice and legal processes will be followed in accordance with the type of tenancy and current legislation.
- Where the tenant does not leave voluntarily following notice and court determination, the council may seek possession orders and warrants through the courts.
- Tenants retain the right to challenge possession proceedings and seek independent advice or representation.
- Prior to possession action, a review will normally be undertaken to consider support needs, safeguarding, vulnerabilities, proportionality, and alternative solutions where appropriate.

#### **6. Support and Early Intervention**

- Before formal possession action is commenced, cases will normally be reviewed jointly by relevant teams, which may include LWMTS, the Homelessness Team, support providers, and other agencies where appropriate.
- The council will seek early engagement with occupants to resolve issues before escalation wherever possible.
- Support may include budgeting assistance, benefits advice, referral to support services, repayment arrangements, mediation, or assistance identifying alternative accommodation options.
- The Homelessness Team will continue involvement where statutory homelessness duties apply.



## **6. Final Provisions**

Possession action and eviction will only proceed where reasonable efforts to resolve breaches, sustain accommodation, and engage the occupant have been exhausted or where immediate action is necessary to protect individuals, property, or the wider community.

The council remains committed to a fair, supportive, proportionate, and legally compliant approach at all stages of the process.

# 10. Void Management Policy

**Scope:** All properties managed by Lichfield West Midlands Traded Services on behalf of Lichfield District Council that are temporarily or permanently unoccupied.

## 1. Purpose

To minimise rent loss, ensure quick turnaround, and keep properties in good condition while unoccupied.

## 2. Void Classification and Key to Key Turnaround Times

Void category	Target key-to-key turnaround time
No major repairs	5 working days.
Major repairs	Detailed of works required, costings and key-to-key time frame (from approval) will be provided within 5 working days.

## 3. Void Process

- LWMTS to inspect property prior to check-out, and if not possible, within a maximum of two working days of vacancy.
- Complete health & safety check and change locks if necessary.
- Carry out repairs to meet lettable standard (clean, safe, secure).
- Liaise with Council's Homelessness Team to ensure referrals are lined up.

## 5. Monitoring

Void times and costs reviewed ongoing between LWMTS and LDC to identify trends or blockages.



# 11. Check In/Check Out Policy

**Scope:** All properties managed by Lichfield West Midlands Traded Services on behalf of Lichfield District Council that are temporarily or permanently unoccupied.

- LDC Housing will identify customer for each void property in line with available dates.
- LDC will make arrangements for check-in with LWMTS (where possible) and the customer.
- Both LDC and LWMTS will attend the check in meeting (where possible) with the resident, which includes:
  - Issuing keys – LWMTS
  - Issuing tenancy/licence agreement – prepared by LDC
  - Provision of physical welcome pack that includes:
    - Standard welcome pack: [Welcome booklet – Lichfield District stay](#) – LDC
    - Inventory that is reviewed with each tenant on check in – LWMTS (tenant required to sign inventory).

## Check out process

- LDC will notify LWMTS of the date a customer holder is vacating a property.
- LWMTS to complete inspection of property with the customer (where possible) prior to termination (where possible), with report provided to LDC detailing any potential handover issues, within 5 working days of inspection. The report will include:
  - Condition of property and any potential damage/recharges.
  - Inventory check (ready for next tenant).
  - Cost/time requirement to return property to lettable standard.
  - Customer satisfaction survey completion.
- On completion of works a stock condition survey will be conducted.

## Data storage

- LDC will record and securely store signed tenancy agreement documentation.
- LWMTS will keep a detailed record and store all property related documents, including photographic evidence of property condition. These will be made available to LDC on request and open to audit.



## 12. Health & Safety Compliance Policy

**Scope:** All staff and contractors involved in delivering services, as well as to all buildings associated with properties let under licence or tenancy through Lichfield West Midlands Traded Services on behalf of Lichfield District Council. All residents living in council owned accommodation.

### 1. Purpose

To safeguard licence holders, staff, and visitors by ensuring all housing is compliant with health and safety legislation.

### 2. Key Responsibilities

- **LWMTS on behalf of landlord:** Legal duty under the Housing Act 2004 and Building Safety Act 2022.
- **Staff:** Must be competent, insured, risk-assessed and subject to DBS checks. Responsible for reporting risks and following procedures.
- **Contractors:** Must be competent, insured, risk-assessed and subject to DBS checks, where appropriate (in line with the risk assessment). Responsible for delivering work in line with instructions and agreed procedures.

### 3. Safety Checks

- **Gas Safety:** Annual CP12 checks, and informal checks during void periods.
- **Electrical Safety:** Every 5 years (EICR) and at void periods.
- **Fire Risk Assessments at properties with Communal Spaces:** Annually or after major works.
- **Smoke/CO Alarms:** Fitted and tested at move-in and quarterly.
- **Legionella:** Annually or after void or major works.

### 4. Incident Reporting

- Accidents and near-misses must be reported within 24 hours in line with LWMTS procedure and recorded appropriately, including reporting to the council's health, safety and insurance team.
- RIDDOR reporting followed for serious incidents.



# 13. Data Protection & GDPR Policy

**Scope:** All personal data processed by Lichfield West Midlands Traded Services on behalf of Lichfield District Council and all personal data processed by Lichfield District Council in relation to

## 1. Purpose

A data sharing agreement is in place between Lichfield District Council and Lichfield West Midlands Traded Services concerning the management of properties by Lichfield West Midlands Traded Services on behalf of Lichfield District Council. This agreement facilitates effective collaboration between the two organisations to support the individuals residing in these properties. The arrangement is underpinned by a Data Protection Impact Assessment (DPIA) and an associated Privacy Notice, ensuring transparency and risk mitigation.

All personal data relating to licence holders is securely held by Lichfield District Council, which acts as the **data controller**—responsible for determining the purposes and means of processing personal data. Lichfield West Midlands Traded Services, as a **data processor**, retains only the minimum information necessary to fulfil its property management responsibilities and processes data strictly under the Council's instructions.

Additionally, a data sharing agreement exists between Lichfield West Midlands Traded Services and the out-of-hours service provider. This agreement similarly supports effective joint operation and resident support and is also governed by a DPIA and Privacy Notice.

Together, these agreements ensure full compliance with the UK General Data Protection Regulation (GDPR) and the Data Protection Act 2018 in the processing and management of licence holder and applicant data.

## 2. Key Principles

We will:

- Process data fairly and lawfully.
- Only collect data for specific, legitimate purposes.
- Keep data accurate and up to date.
- Store data securely on LDC systems and out of hours.
- Retain data only as long as necessary.

## 3. Types of Data Held

- Name, address, date of birth.
- Health or support needs.
- Financial or housing benefit data.
- Emergency contacts.



#### **4. Licence Holders/Licence holder Rights**

Licence holders/licences have the right to:

- Access their data.
- Request correction or deletion.
- Withdraw consent.
- Complain to the ICO if unsatisfied.

#### **5. Data Sharing**

In accordance with the privacy notice, personal data may be shared with departments within Lichfield District Council, LWTMS, the Department for Work and Pensions (DWP), the NHS, emergency services, law enforcement agencies, or support providers where there is a lawful basis or explicit consent from the individual.

# 14. CCTV Policy for Temporary Accommodation

**Scope:** This policy applies to all CCTV systems installed in communal spaces within temporary accommodation properties managed by Lichfield West Midlands Traded Services on behalf of Lichfield District Council.

## 1. Purpose

This policy outlines how Lichfield West Midlands Traded Services & Lichfield District Council uses Closed-Circuit Television (CCTV) within the communal/public areas of its temporary accommodation premises and governs how footage is recorded, stored, viewed, and disclosed.

The primary objectives are:

- To ensure the safety and security of residents, staff, and visitors.
- To prevent, detect, and investigate incidents of anti-social or criminal behaviour (including drug misuse).
- To protect property and assist in the resolution of complaints or disputes.

## 2. Legal Framework

This policy has been developed in accordance with:

- UK General Data Protection Regulation (UK GDPR)
- Data Protection Act 2018
- Human Rights Act 1998
- Protection of Freedoms Act 2012
- Surveillance Camera Code of Practice (Home Office)
- ICO CCTV Code of Practice

## 4. Areas Covered by CCTV

CCTV cameras are installed in communal and public areas only, such as:

- Entrances and exits
- Hallways and stairwells
- Exterior perimeters

**CCTV is not used in private living areas, bathrooms, or bedrooms.**

## 5. Lawful Basis for Processing

The lawful basis under Article 6(1)(f) of UK GDPR is **legitimate interest**: protecting the safety of residents, preventing criminal activity, and resolving incidents or complaints. Where footage might reveal sensitive information (e.g. health data, drug use), Article 9(2)(g) may apply in the context of substantial public interest and safeguarding vulnerable individuals.



## 6. Signage and Notification

Clear signage is displayed throughout the property indicating that CCTV is in operation and explaining the purpose. Privacy notices are provided to residents as part of their induction.

## 7. Data Storage and Retention

- Footage is stored securely using encrypted systems.
- Access to footage is restricted to authorised personnel only.
- Data is retained for no longer than **30 days**, unless required for an ongoing investigation or legal case.
- Older footage is automatically overwritten unless preserved for specific reasons.

## 8. Access and Viewing Protocols

- Only designated staff (e.g. estate manager, homelessness, safeguarding officers) may view live or recorded footage.
- All access must be logged with reason and date and this log must be kept securely and reviewed by management on a regular basis and be open to inspection by management.
- Designated staff must receive training in data protection and safeguarding before being able to access CCTV footage.

## 9. Sharing and Disclosure of Footage

Footage will only be shared when necessary and lawful, for example:

- To the police or other relevant authorities for investigation of criminal acts.
- In response to subject access requests (with third-party redaction).
- To support internal investigations related to safeguarding or tenancy breaches.

No footage will be shared or disclosed for any other reason (e.g. entertainment or public broadcast).

## 10. Residents' Rights

Under UK GDPR, residents have the right to:

- Request access to footage of themselves (Subject Access Request)
- Request correction or deletion of data (where applicable)
- Complain to the ICO if they believe their rights have been breached

Requests should be made in writing to the Data Protection Officer at Lichfield District Council.

### Contact details

Data Protection Officer, [dpo@lichfielddc.gov.uk](mailto:dpo@lichfielddc.gov.uk)



# 15. Pet Policy

**Scope:** All temporary accommodation/housing pathway scheme accommodation managed by Lichfield West Midlands Traded Services (LWMTS) on behalf of Lichfield District Council.

## 1. Purpose

This policy sets out how Lichfield District Council and LWMTS manage the presence of pets within temporary accommodation/housing pathway scheme accommodation.

It aims to balance the welfare needs of residents with pets, the rights and safety of other residents, and compliance with relevant legislation and guidance, particularly the Homelessness Code of Guidance (17.67).

*“Housing authorities will need to be sensitive to the importance of pets to some applicants, particularly elderly people and rough sleepers who may rely on pets for companionship. Although it will not always be possible to make provision for pets, the Secretary of State recommends that housing authorities give careful consideration to this aspect when making provision for applicants who wish to retain their pet.”*

The overarching goal is to enable fair access to accommodation for pet owners while maintaining safe, inclusive, and well-managed housing environments.

## 2. Eligibility

A person eligible for temporary accommodation/housing pathway scheme accommodation may be permitted to bring a pet into LDC accommodation managed by LWMTS, subject to assessment and the suitability of the available accommodation.

Permission will depend on:

- The applicant’s statutory eligibility and priority need status.
- The type, size, and temperament of the pet.
- The suitability of the accommodation to safely and appropriately house the pet.
- The potential impact on other residents and the wider housing environment.

Where accommodation is not suitable for pets, alternative arrangements or support will be discussed with the applicant.

## 3. Pet Assessment

A Pet Assessment will be conducted prior to allocation. This will consider:

- The animal’s temperament, size, and behaviour.
- Whether the pet has caused a nuisance or posed a risk in the past.
- The ability of the accommodation to safely house the pet.



If the pet is not deemed suitable for the accommodation, alternative arrangements will be discussed with the applicant.

#### **4. Pet Agreement**

All applicants approved to keep pets in temporary accommodation must sign a Pet Agreement.

This outlines the resident's responsibilities and includes (but is not limited to):

- Ensuring the pet is microchipped (cats and dogs), flea treated and vaccinated.
- Keeping the pet under control at all times.
- Maintaining hygiene and cleanliness standards within the property and any communal/outside spaces.
- Ensuring the pet does not cause damage, nuisance, or distress to others.

Failure to adhere to the Pet Agreement may result in the termination of the owner's accommodation licence.

#### **5. Accommodation Allocation**

LWMTS will allocate suitable accommodation for applicants with pets subject to availability.

Where possible, efforts will be made to place residents with pets in locations that minimise disruption to others and ensure the welfare of both animals and residents.

Not all LDC/LWMTS temporary accommodation units are suitable for pets.

#### **6. Responsibilities**

Residents with approved pets are responsible for:

- Their pet's welfare, care, and behaviour at all times.
- Preventing damage to property or communal areas.
- Promptly addressing any behavioural or health issues.
- Complying with relevant animal welfare legislation and the terms of their licence or tenancy.
- Payment for any damage caused by the pet.

Failure to meet these responsibilities may result in a formal warning or action in line with the Tenancy & Licence Management Policy.

#### **7. Assistance Animals**

Assistance animals, as defined by the Equality Act 2010, are exempt from the standard pet approval process.

Such animals will be accommodated in accordance with statutory rights and reasonable adjustments will be made where necessary.



## **8. Violations**

Where a breach of the Pet Agreement or related nuisance occurs:

- A warning will be issued and advice provided to rectify the issue.
- If the breach persists, formal enforcement action may follow, including removal of the pet or termination of the owner's accommodation licence.

The Homelessness Team will support residents to prevent homelessness recurrence as part of this process.

## **9. Pets & Charitable Support**

When pets cannot be accommodated due to property constraints or health and safety concerns, Lichfield District Council will actively signpost individuals to reputable charities and partner organisations that provide:

- Temporary care or fostering for pets.
- Assistance with food, vaccinations, and other essential needs.
- Reunification support once suitable accommodation becomes available.

# 16. Furnishing & White Goods Provision Policy

**Scope:** All properties let under licence or tenancy through Lichfield West Midlands Traded Services on behalf of Lichfield District Council.

## 1. Purpose of the policy

This policy sets out what furnishings and white goods are provided in different types of accommodation. It ensures a consistent, fair, and practical approach that reflects the varying needs of households entering temporary housing.

## 2. General principles

The council recognises that households entering temporary accommodation have differing levels of access to furniture and household items. Smaller households are more likely to arrive with limited or no belongings, while larger families often have existing furniture and appliances. This policy aims to strike a balance by providing essential items where they are most needed, while avoiding unnecessary duplication or storage pressures for residents.

## 3. Provision by property type

All properties are provided in good condition with floor coverings, fitted kitchens and fitted bathrooms.

A detailed inventory will always be supplied at each sign up, detailing what items are provided in the property and which items have been gifted to the tenant on sign-up.

### 3.1 Flat blocks with communal facilities

In properties where communal facilities are provided, the following items are supplied:

- Oven.
- Fridge freezers.
- Washing machine.
- Window dressing.
- Bed frames and mattresses (mattresses gifted to licence holders on arrival).
- Cots if children under two (mattresses gifted to licence holders on arrival).

People moving into these properties with existing duplicate items will need to temporarily store them, unless provision has not already been put in place – this will be discussed with each licence holder and the Housing and Homelessness Team.

### 3.2 One and two-bedroom properties

For self-contained one-and-two-bedroom properties, the following are supplied:



- Oven.
- Fridge freezers.
- Washing machine.
- Window fixtures (e.g. curtain poles).
- Beds frames.

People moving into these properties with existing duplicate items will need to temporarily store them. **Due to fire risks, loft space is not accessible in temporary accommodation.**

### **3.3 Three-bedroom properties and larger**

For properties with three or more bedrooms, residents are expected to provide their own:

- Fridges and freezers.
- Washing machines.
- Window fixtures.
- Beds frames.

## **4. Support for residents**

Where residents in larger properties do not have access to essential items, the council/LWMTS will make reasonable efforts to provide support. This may include:

- Assistance sourcing donated or low-cost furniture and appliances.
- Signposting to partner organisations or support services.

Items provided through support arrangements will be formally gifted to the licence holder to support their move into longer-term accommodation.

## **5. Resident expectations**

Residents are expected to:

- Take responsibility for supplying items where required under this policy.
- Maintain any provided furnishings and white goods in good condition and leave in property on departure.
- Seek advice from their Housing Officer if they are unsure about what is included in their property prior to move-in.
- Check their inventory on move-out to identify which items they need to leave in the property. Any items removed will be subject to a charge.
- Where small electrical goods are provided by the council these will always be gifted to the tenant on arrival and will be the responsibility of the tenant to maintain.



## **6. Review and flexibility**

This policy provides a general framework however exceptional circumstances will always be considered.