

Lichfield District Council & 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 & Lettings 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 Policy
9. Eviction Policy
10. Void Management Policy
11. Health & Safety / Compliance Policy
12. Data Protection & GDPR Policy
13. CCTV Policy
14. Pet policy

All policies will be reviewed annually or in response to:

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

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.

Last reviewed: April 2026, unless otherwise indicated on individual policies.

Signed off:

Organisation	Approval level	Date approved
Lichfield District Council	Cabinet member approval	Approved in July 2025 - Decision - Temporary Accommodation Policies
LWMTS	Board	Approved in June 2025

1. Allocations & Lettings 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

- For each new customer, the council's Homelessness Team will carry out a risk assessment, specify support needs, and confirm compatibility with accommodation before a referral is made – if necessary, the team will liaise with LWMTs in relation to this.
- The council's Homelessness Team will send request form to LWMTS setting out vulnerabilities, number to attend, any risks contractors may need to be aware of, and an overview of the support plan the Homelessness Team will put in place.
- LWMTs to meet person/family on site and issues tenancy agreement and property instructions. The Homelessness Team may attend, depending on needs.

All offers recorded on housing management system and case new case established for each customer.

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@lichfieldddc.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

- Voluntary surrender by licence holder/licence holder with appropriate notice.
- Licence/tenancy may be ended by Lichfield District Council for breach of agreement, including non-payment or anti-social behaviour, in line with legal requirements.
- Move-on planning for licence holder/licence holder with liaison with Lichfield District Council.

3. Rent Setting & Arrears Management Policy

Last reviewed: April 2026.

Scope: This policy applies to all residents placed in the organisation's temporary accommodation and to staff responsible for managing rent, benefits, and associated charges. It covers the setting, collection, and administration of rent, council tax, and utility responsibilities within temporary housing.

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 by the council, 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

LWMTS to monitor rental payments.

Due to the vulnerability of residents, if arrears arise, LWMTS to discuss case with Homelessness Team before contact is made with licence holder/tenant to agree approach.

As standard the Homelessness Team and LWMTS team will adopt the following approach, however this may differ based on the individual circumstances and reasons for non-payment of rent:

- **After one missed payment:** The customer will receive a written letter (compiled by LWMTS in line with agreed templates) and a home visit from Homelessness Team to encourage payment/identify any issues.
- **After two missed payments:** An official warning will be prepared by LWMTS and sent to the licence holder/tenant, with a follow up visit conducted by the Homelessness Team and LWMTS team.
- **After three missed payments:** Discussion between LWMTS and the Homelessness Team will take place before any actions are agreed. Notice served may be served, and eviction procedures may be followed.

Support will be offered throughout, including budgeting help or benefits advice.

8.2 General needs accommodation

LWMTS to monitor rental payments.

As standard the LWMTS team will adopt the following approach, however this may differ based on the individual circumstances and reasons for non-payment of rent:

- **After one missed payment:** The customer will receive a written letter from the LWMTS team (compiled by LWMTS in line with agreed templates).
- **After two missed payments:** An official warning will be sent, and a follow up visit will be conducted by the LWMTS team.
- **After three missed payments:** Discussion between LWMTS and the Homelessness Team will take place before any actions are agreed. Notice served may be served, and eviction procedures may be followed.

Support will be offered throughout, including budgeting help or benefits advice.

4. Repairs & Maintenance Policy

Scope: All properties managed by 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 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 and **mark as urgent** in the email title.
- Outside of these hours, please call our team on out-of-hours repairs team 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.

Repair priority	Example	Target response time
Emergency	Gas leak, major water leak, electrical failure causing danger, total loss of power, severe flooding, structural collapse, blocked drains causing flooding	Same day (within 24 hours)
Urgent	No heating or hot water (in cold weather), partial power loss, minor water leaks, blocked toilet (single), security issues (broken locks/windows), faulty smoke alarms	Within 3 working days
Routine	Leaking tap, dripping radiator, broken door handles, damaged kitchen units, minor plaster repairs, garden fence repair	Within 10 working days
Non-urgent routine	Cosmetic issues, minor cracks, peeling paint	Within 20 working days

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

- Initial 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.
- 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 Policy

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

1. Purpose

To provide a clear, fair, and accessible process for handling complaints in line with the Housing Ombudsman's Complaint Handling Code.

2. What is a Complaint?

A complaint is an expression of dissatisfaction about:

- The standard of service/repairs.
- Actions or lack of action.
- Behaviour of staff or contractors.

3. Complaints Process

All complaints relating to your property should be sent to emailed to complaints@lwmts.co.uk

- **Stage 1:** LWMTS will acknowledge within 5 working days and issue a full response within 20 working days. The response letter will detail how a complainant can escalate their complaint to Lichfield District Council.
- **Stage 2 (Review):** The complainant may request review by a Lichfield District Council. This will be conducted by the council's complaints team, supported by a council director.
- **Stage 3:** Complainants will be provided information on how to refer their complaint to the Housing Ombudsman (if eligible) or Local Government & Social Care Ombudsman (LGSO) within their stage 2 response.

4. Exclusions

Not considered under this policy:

- Rent/service charge disputes
- Legal proceedings already in progress
- Anonymous complaints (though issues may still be investigated)

5. Learning from Complaints

We use complaints data to review and improve services annually.

9. Eviction Policy

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

1. Purpose

To outline a clear, fair, and legally compliant eviction procedure that supports early intervention and protects vulnerable occupants, ensuring eviction is only used as a last resort.

Eviction may be considered as a last resort in cases where licences or licence holders seriously breach the terms of their agreement. Common reasons include persistent non-payment of rent or licence fees, anti-social behaviour, or other significant violations that impact the safety, wellbeing, or management of the property. This policy ensures that eviction processes are fair, lawful, and balanced with appropriate support to prevent homelessness.

2. Legal Basis of Occupation

Eviction procedures will vary depending on whether the occupant holds a Licence Agreement, an Assured Shorthold Tenancy (AST), or a Secure Tenancy (ST). This policy reflects the differing legal rights and processes for each.

3. Eviction Procedure for Licenced Occupants

- Licence holders do not have exclusive possession and are not classified as licence holders.
- Reasonable written notice (typically 7 to 28 days) will be provided to end the licence, in line with the terms of the licence agreement.
- If the occupant fails to vacate after notice, a court possession order will be sought.
- All eviction action will comply with the Protection from Eviction Act 1977 and relevant legislation.
- If the licence holder does not leave voluntarily, possession orders and bailiff warrants will be obtained through the courts.
- Prior to eviction, a multi-agency review will be conducted to explore support and alternatives.

4. Eviction Procedure for Assured Shorthold Tenants

- AST holders have exclusive possession and enhanced legal protections under the Housing Act 1988.
- Eviction will follow statutory notice requirements using either:
 - Section 8 Notice for breaches such as rent arrears, or
 - Section 21 Notice for no-fault possession where applicable.
- Minimum notice periods (generally 2 months) will be observed.
- If the tenant does not leave voluntarily, possession orders and bailiff warrants will be obtained through the courts.
- Tenants retain the right to contest possession proceedings.
- Prior to eviction, a multi-agency review will be conducted to explore support and alternatives.

5. Eviction Procedure for Secure Tenants (STs)

- ST holders have the strongest security of tenure governed by the Housing Act 1985.
- Eviction requires a Notice of Seeking Possession (NOSP), usually with a minimum of 4 weeks' notice, though this may vary depending on the grounds for possession.
- If the tenant does not leave voluntarily after notice, the Council will seek a possession order through the courts and may obtain a warrant for eviction.
- Secure tenants have robust rights to challenge eviction, and cases often require thorough legal review before proceeding.
- Prior to eviction, a multi-agency review will be conducted to explore support and alternatives.

6. Support and Early Intervention

- Before any eviction notice is served, the case will be reviewed jointly by LWMTS, the Homelessness Team, and other relevant agencies.
- Support including budgeting advice, benefits assistance, and alternative housing options will be offered at all stages.
- The Homelessness Team will continue involvement to uphold any statutory housing duties and reduce the risk of homelessness.

6. Final Provisions

Eviction will only proceed after all reasonable efforts to resolve arrears or breaches and engage the occupant have been exhausted. The Council remains committed to a supportive, fair, and lawful approach throughout 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

Planned Void: Due to scheduled works, decanting, or maintenance

Unplanned Void: Following abandonment, eviction, or unexpected move-out

3. Void Process

- Inspect property within 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.

4. Target Times

Standard void turnaround: 10 working days.

Complex voids (fire damage, major repairs): As assessed.

5. Monitoring

Void times and costs reviewed six-monthly in partnership between LWMTS and LDC to identify trends or blockages.

11. 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.

12. 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.

13. 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

13. 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.