

# Equality Analysis (EA)

Financial Year  
**2020/21**

## Section 1 – General Information (Aims and Objectives)

### Revised Tenancy Agreement

The council's current tenancy agreement was written in 1999 and has been reviewed to reflect changes in legislation, operational practice and to improve understanding of the terms and conditions: setting out the rights and responsibilities of both council tenants and the council (as a social landlord).

See  
Appendix A

Current decision  
rating



Failing to revise and update the council's tenancy agreement makes it increasingly difficult for officers to enforce breaches of tenancy as the current version does not acknowledge or recognise statutory provisions which have been put in place since 1999.

Under the Equality Act 2010, the council must have due regard to the need to:

- a) Eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Act;
- b) Advance equality of opportunity between those with a protected characteristic and those without;
- c) Promote good relations between those with a protected characteristic and those without.

The 'protected characteristics' referred to under the Equality Act are: age; disability; gender reassignment; pregnancy and maternity; race; religion or belief; sex; sexual orientation. It also covers marriage and civil partnership with regard to eliminating discrimination. In addition, the council also considers the socio-economic impact on the community.

This equalities analysis looks at the potential impact of the proposed revised council tenancy agreement for council tenants across all the protected groups.

The review of the tenancy agreement between the council and its secure tenants is covered by s103 and s105 **Housing Act (1985)** and requires the service of a notice of variation by the council to its tenants. Before the notice of variation can be served, the council must serve a preliminary notice informing tenants of the council's intention to serve a notice of variation, specifying the proposed variation and its effect, and inviting comments.

The council must also consult its secure and introductory tenants who are likely to be substantially affected by a matter of housing management. Substantial changes to the council's tenancy agreement will require such consultation. The consultation itself will provide the council with an opportunity to refresh awareness of the terms on which a council property is let. The council is required to consider any comments made by tenants on the notice of variation and in response to the consultation.

Where any adverse or disproportionate impacts are identified against tenants identifying with specific protected characteristics, this EA will ensure that the

council identify these impacts and have appropriate mitigation actions in place where necessary.

The proposed revised tenancy agreement makes tenants responsibilities clearer and should help to improve both current and future council tenants understanding of the terms under which their home is let. Importantly, the proposed tenancy agreement provides greater clarity on the types of behaviour that the council expect. The intention is to reduce problems which can often arise because of tenants' behaviour and to help tenants sustain their tenancies. The tenancy agreement is a mechanism which supports officers to take appropriate action when terms and conditions of the tenancy agreement are breached.

Some of the proposals are intended to prevent crime (the illegal subletting of a council tenancy to a person other than the rightful tenant); to enhance public safety (gaining access to the home to undertake gas/electric checks); for the protection of health (new inclusions which address fire safety and around the maintenance of gardens) and for the protection of the rights and freedoms of others (clauses prohibiting anti-social behaviour and nuisance).

## Scope

A significant number of changes have been proposed to the current tenancy agreement. In the main, these changes are largely administrative, to tidy the document, group similar clauses, and to bring the terms up to date with current legislation - intending to simplify wherever possible. These amendments are not in scope of this Equality Analysis. This document does however consider the changes which could impact on a tenant's rights or responsibilities.

Many of the proposed revisions to the council's tenancy agreement reflect statutory provisions which the council cannot control, for example, introductory tenants have fewer rights than secure tenants.

However, since the council's tenancy agreement was last reviewed, there have been several statutory provisions which have now been included in the proposed revised tenancy agreement:

**General Data Protection Regulations (GDPR) 2018** – These regulations ensure that organisations must keep individual personal details secure. The rules of the GDPR must be adhered to in order to process the data of anybody from an EU member country, even if they live in the UK.

The revised tenancy agreement has been changed to reflect this – see the section '**Personal Information and Photographs - Fair Processing Notice**'.

**The Localism Act (2011)** removed the statutory right for family members to succeed a tenancy on the death of a tenant. The minimum succession rights in law are limited to the spouse or partner of a deceased tenant. Any additional familial rights of succession are at the discretion of the Local Housing Authority.

*A separate Equality Analysis has been carried out which considers the impacts of the proposed changes to succession which this revision of the tenancy agreement will bring.*

**The Secure Tenancies (Victims of Domestic Abuse) Act (2018)** provides protection for social housing tenants, across all protected characteristics to ensure that those fleeing domestic abuse or violence are granted a further secure tenancy where they:

- a) Either need to leave or have left their home to escape domestic abuse and are being re-housed by a local authority; **or**
- b) Where they or a joint tenant and wish to remain a tenant of their social home after the perpetrator has left or been removed and the local authority decides to grant them a further sole tenant in their current home.

The revised tenancy agreement (**see proposed Rule 2**) clearly aligns with the intention of this Act and specifies that the council will grant a tenancy to a tenant fleeing domestic abuse who is transferring from a secure tenancy from another local authority or an assured tenancy from a private registered provider, bypassing the need for the tenant to begin again with a probationary (introductory) tenancy.

**Proposed rule 12** of the revised tenancy agreement has been updated to include the current definition of Domestic Abuse (provided by the Government) since March 2013, this is the most widely accepted and agreed definition and will be further amended once the new Domestic Abuse Act (2021) becomes enacted. (Creating a statutory definition of domestic abuse, emphasising that domestic abuse is not just physical violence, but can also be emotional, coercive, or controlling, and economic abuse.)

**Proposed rule 13** has been added to the revised tenancy agreement and concerns 'Safeguarding'. This affirms the council's legal duty as a social landlord to keep at risk and vulnerable residents safe from abuse, (**The Children Act (2004)** and the **Care Act (2014)**), and that the council will take possession action in such instances of abuse by any perpetrating tenant.

Enforcement powers under the **Housing Act (1985)** and the **Anti-Social Behaviour Crime and Policing Act (2014)** allow the council to tackle instances of nuisance, anti-social behaviour and hate crime. These provisions strengthen powers given to local authorities through the **Anti-Social Behaviour Act (2003)**. These apply to all incidents where a council tenant, a member of their household or a visitor to their property is suspected of anti-social behaviour or hate crime (both introductory and secure tenants). In terms of managing and tackling ASB, the new conditions will help the council and its partners to improve in this area.

The revised tenancy agreement sees the inclusion of a clause which confirms the council may, in the instance of anti-social behaviour, demote a secure lifetime tenancy (**see proposed rule 1**).

This legislative provision has been available to the council since the introduction of the Anti-Social Behaviour Act (2003). It allows a local housing authority to deal more effectively with anti-social behaviour. Stronger clauses will help reduce anti-social behaviour which impacts on tenants who identify with one or multiple protected characteristics. These clauses will also 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

owner-occupiers, private renters, and leaseholders.

The council can apply to a court to demote an otherwise secure tenancy; and where, during this demoted period (usually 12 months) if the anti-social behaviour continues, the council may seek possession of the property. This is usually seen as a last chance option to improve behaviour. During a demoted tenancy, the tenant will lose their secure tenant rights to buy, improve or exchange their home or sublet a part of their home or take in a lodger.

**Proposed rule 11** of the revised tenancy agreement now incorporates the government's definition of hate crime, which is the most widely accepted definition. It stems from the government's paper '**Challenge it, Report it, Stop it: The Government's Plan to tackle crime**' – published in March 2012. The intention is to reinforce that the council will not tolerate incidents of hate crime and is committed to retaining social cohesion among all residents in the borough.

The revised tenancy agreement expands the clauses and conditions relating to the keeping of pets in the tenant's home – see proposed **rule 31**.

Since the current tenancy agreement was drafted, there have been notable Acts of Parliament brought in which the proposed revised tenancy agreement acknowledges.

**The Animal Welfare Act (2016)** places responsibility on all pet owners to take responsibility for the welfare of their animal. **The Microchipping of Dogs (England) Act (2015)** stated that all dogs should be microchipped.

The council have also shaped this rule to incorporate older legislative provision brought in prior to the current tenancy agreement being drafted. This includes the element of **The Control of Dogs Order (1992)** which states that all dogs must wear a collar displaying the owners address and postcode. It also includes **The Dangerous Dogs Act (1991)** any breed of dog specified as a danger must not be kept or brought into a public area.

**Proposed rule 31** recognises the benefits of tenants keeping pets but reinforces that tenants must obtain permission from the council and that any permission granted is conditional on tenant's adhering to all of the clauses within rule 31.

Permission will only be granted where the property is suitable, where the terms of the tenancy agreement are complied with and the welfare of the animal is assured.

The council will take action against tenants who have not obtained written permission to keep a pet, and/or, where there is a breach of one of the clauses within this rule and tenants allow animals to cause a nuisance.

**These proposed revisions detailed are changes which are enshrined in primary legislation, there is therefore no requirement to conduct an EIA on the premise of these changes.**

The proposed revised tenancy agreement does contain some new rules/clauses which may cause concern to council tenants who identify with particular or

multiple protected characteristics. The proposed amendments and inclusions detailed below are considered and explained within this EA.

- 1. A requirement that the tenant consents to a full face, uncovered photograph at the beginning of their tenancy, and in the future, whether at the tenant's home or at our offices.**

***The Prevention of Social Housing Fraud Act (2013)*** created offences related to sub-letting and parting with possession of social housing. The Act also makes provision for the investigation and prosecution of social housing fraud offences.

This addition to the tenancy agreement is proposed for inclusion in the section entitled '**Personal Information and Photographs - Fair Processing Notice**'. The intention is to detect and prevent fraud, (the illegal subletting of a council tenancy to a person other than the rightful tenant or right to buy fraud).

If a property is used fraudulently - either sublet to unauthorised tenants or left empty - the council has little or no control in terms of managing the property. It can also impact on our ability to respond to cases of anti-social behaviour, deal with repair issues and to maintain general neighbourhood cohesion. Social housing is a public asset, and its fraudulent misuse is an abuse of this vital resource. Social housing fraud impacts on those in genuine need of suitable accommodation by increasing the waiting times for prospective tenants and existing tenants who may wish to move.

It can also increase the damage to properties as fraudulent tenants are unlikely to engage with the council or THH and will not report repairs and have routine maintenance and improvements undertaken.

In obtaining photo id for a tenant, it will assist the council and THH in the detection of a wrongly claimed succession following the death or vacation of a lawful tenant. It will also help us to detect and prevent 'right to buy' fraud and the unauthorised assignment of a tenancy, including mutual exchanges.

To help ensure that the right person is living at the property, a photograph will be taken of all new tenants. The opportunity to photograph existing tenants will be taken during other routine tenancy visits. Photographic records will be kept by the council and used during future visits to visually check a tenant's identity. Photos will be held confidentially according to Data Protection requirements and only used for identification checks. At the end of a tenancy any photographic evidence will be destroyed.

The council will keep a copy of the photograph so whenever an officer visits the tenant, we will know that the right person is living in the property, to identify the tenant and to tackle fraud.

There are many local authorities, (including our neighbouring boroughs of Newham, Hackney, and Islington), and registered providers who take photographs of new tenants at sign-up, and retrospectively for existing tenants at tenancy audits. While some tenants might see this action as an intrusion or object on religious grounds, very few local authorities or registered providers who are already photographing tenants have encountered problems.

The council has a duty to protect the public purse and it is good practice to

ensure the homes we let out (as a scarce commodity) go to the right people in genuine housing need. It is a condition which the majority of local authorities in England include in their tenancy agreements.

## 2. Gang related behaviour

Since the last tenancy agreement was written, all local authorities have seen an increase in gang-related behaviour. Proposed **rule 14** has been included to reinforce the zero-tolerance approach that the council takes against a tenant, a member of their household or any visitor who uses or threatens violence or verbally assaults other people residing in the locality. It may lead to tenancy enforcement action.

## 3. Managing your home

The revised tenancy agreement includes a proposal to introduce two new rules under the section '*Managing your home*'.

The first new rule proposed, (27), affirms that the tenant must live in their property as their '*only or principal home*'. The inclusion of this new rule will bring parity between the tenancy agreement and the Common Housing Register Partnership Allocations Scheme, the inclusion of this rule intends to strengthen and reinforce that the conditionality to be eligible to join the Housing Register, remains in place once a tenant has been offered and granted an introductory or secure council tenancy. Including this rule will help to deter potential instances of sub-letting fraud.

Section 79 (1) of the ***Housing Act (1985)*** provides that a secure, flexible, introductory, assured or assured shorthold tenant has to live in their home as their '*only or principal home*'. This means that when a tenant sub-lets their home and moves somewhere else, they lose their tenancy status. For Tower Hamlets council tenants, their tenancy stops being either an introductory or secure tenancy. Consequently, the tenant will lose the protection of the law and the council can start the process to evict the tenant by serving the tenant a notice to quit.

The inclusion of this rule in the proposed revised tenancy agreement will strengthen the council's position and assist officers in enforcement against social housing fraud – via the sub-letting route, where a property is let out in entirety by the council tenant.

The current tenancy agreement does not however, expressly prohibit a council tenant from solely or jointly owning a second home. Again, it is a long-standing requirement within the Common Housing Register Partnership's Allocations Scheme that any applicant seeking a council tenancy who owns a home or has a legal interest in a property, (including any property outside of the UK), is not entitled to join the CHR. (Although an exception might be made where homeowners are unable to utilise their assets to source their own housing solution).

When an applicant is looking to join the CHR, applicants are required to give details of their current circumstances. If an applicant fails to declare ownership of a property, he or she could be liable to criminal prosecution and may lose the

tenancy of any property that had been allocated to them. This does rely on the diligence of an applicant to disclose this information to the council, both during the application process and at the point where a tenant signs their tenancy agreement. The acquisition of property by a tenant once in situ has not been addressed before within the council's current tenancy agreement. The inclusion of this rule will remove this disparity with the Allocations Scheme.

Over time, there will be tenants whose personal and financial circumstances change - meaning that over the course of their tenancy, they may attain the financial means to own or rent a residential property. It is arguably reasonable for a tenant to relinquish their council tenancy in such circumstances given that there are 21,249 applicants on the CHR (as of September 2021) bidding for the relatively few council owned homes which become available every year. Social Housing has become an increasingly scarce form of affordable housing and as such, the council must be proportionate and ensure that there are mechanisms in place to prevent those tenants who have the means to move on remaining in these homes in perpetuity. In omitting this clause, there is the potential that by its exclusion, the council would be continuing to allow an opportunity for either:

- 1) Allowing a tenant to illegally sublet their council tenancy privately making a financial gain from the rental income that this might yield; or
- 2) Allowing a tenant to benefit from a social housing rent (which is typically around 50% of market rent) while making a profit from rent received from any second or subsequent homes.

The addition of the new rule (28) on second home ownership is more likely to impact on high earners or tenants who inherit property after the start of their tenancy. The inclusion of this clause could free up the council's social housing stock for someone else in real need waiting on the CHR.

The ability to purchase or rent alternative accommodation outside of the social housing sector demonstrates that the tenant no longer has a genuine need for social housing. Even if the tenant has purchased a home and remains in a social housing property, they are in effect denying someone in genuine housing need a secure and affordable home.

This new clause also sets out that if a tenant were to inherit a property, the new proposed rule will be considered broken once a tenant has owned the property for more than 12 months. This provides the tenant with sufficient time to determine what they will do, the opportunity to make arrangements and have sufficient time to sell the second/subsequent property (properties) and purchase a property suitable for their housing needs on the open market or through shared ownership/intermediate housing schemes.

The inclusion of both of these rules will enable the council to ensure that it is making the best use of its social housing stock at a time where demand far exceeds supply, the tenancy agreement needs to include these clauses to ensure that tenants who can move on from social housing do so enabling the council to relet these homes to applicants in genuine housing need.

In establishing if a tenant is in breach of this rule, officers will consider if the second home is fit for the tenant to live in and in the instance where the tenant

has acquired a holiday home, whether it is only suitable for that purpose.

#### **4. Limited permission to run a business from the home**

Recognising that increasingly residents in the borough operate small businesses from their home, the council will, in limited and prescribed circumstances, allow certain types of businesses to be run from a council property. This is subject to the tenant seeking permission from the council prior to commencing the business to ensure that any commercial business use does not adversely affect a tenant's neighbours and the community where they live – **see proposed rule 15. Permission will only be refused if it is likely to cause a nuisance or annoy other people or damage property.**

#### **5. Gardens**

Proposed **rule 32** refers to the tenant's individual garden and now prohibits putting up a screen without the council's permission. It also reiterates that the tenant will be recharged the cost of clearing an overgrown garden or for the removal of dumped items - ensuring that costs, where justified, are pursued from those who are negligent or deliberately cause damage.

#### **6. Fire Safety**

Proposed **rule 33** replaces the previous tenancy agreement's clause relating to dangerous substances and appliances. Following on from the Grenfell Tower tragedy, the council understands that it needs to clearly specify the tenant's responsibilities to prevent fires in their home and in communal areas in blocks. This move reinforces and precedes government legislation which is anticipated to redefine the roles of both tenants and social landlords in terms of fire safety and prevention.

The rule has been amended and now includes that the tenant must pay the council the cost of any works which it carries out to remove any alteration or modification to property that the council has not given permission for. This includes removing any grilles, gates, and doors. These are adaptations which a tenant may have made without permission and are dangerous because they impede access to properties when a fire or rescue service needs to gain access and entry quickly to a property.

At a time where the cost implications of improving fire safety are unknown to the council, it is right for tenants to bear the cost of removal where these have been added to properties without permission and/or where they obstruct the fire and rescue services and could endanger lives.

#### **7. Parking and Garages**

Proposed **rule 35** replaces the previous rule on parking and incorporates clauses relating to garages as well. Since the previous tenancy agreement was written, certain issues have become a more frequent concern to residents, this includes illegal and dangerous parking, abandoned vehicles and the keeping of dangerous or un-roadworthy vehicles. These issues provide a source of frequent complaints from residents.

Inconsiderate parking does prevent and delay fire and rescue services from attending an incident as well as causing a hazard to pedestrians and other road users. Abandoned vehicles also create an eyesore in any area. The tenancy agreement now specifies that the council will remove and destroy such vehicles and recharge the tenant for any costs incurred for doing so.

Since the previous tenancy agreement was written, the council now require that residents on all car-free developments keep to the terms of their Parking Permit Agreement, and all residents who have permission to park, display their parking permits, unless they are part of a virtual permit scheme. This revised tenancy agreement takes this into account.

The revised tenancy agreement sets out that the sale, sublet or the use by people other than the tenant of a garage without the council's permission is forbidden, as is the storage of flammable substances and materials in garages. This is to ensure that garages are not misused.

### **Conclusion**

*Based on the findings detailed below of this equality analysis, these proposed changes to the council's tenancy agreement are not considered to have negative or detrimental impact on council tenants.*

*The current tenancy agreement no longer reflects the current needs of the housing service or the context in which social housing now operates. The proposed revised agreement has been drafted to address this.*

*The proposed revised tenancy agreement provides tenants with clarity and enables officers to exercise their roles and responsibilities in relation to managing tenancies and breaches of tenancies. The new conditions of tenancy enable the council to:*

- *Take account of changes in law and regulatory requirements.*
- *Adopt current good practice and the council's policies and procedures.*
- *Develop a revised tenancy agreement that is clear, accessible, and easily understood by all residents.*
- *Adopt tenancy conditions which are standardised as far as possible, to ensure consistency of approach across the new tenancy agreements.*

**Name:** Karen Swift, Divisional Director Housing and Regeneration  
(signed off by)

**Date signed off:** 25-11-21  
(approved)

**Name and role of the officer completing the EA:**  
Una Bedford. Strategy & Policy Officer (Place)

## **Section 2 – Evidence (Consideration of Data and Information)**

The equalities data used in this assessment has been collated from Tower Hamlets Homes' Housing Management Information system (Northgate). For the purposes of this Equality Analysis, a report was produced on 31<sup>st</sup> March 2021 which provides information on the protected characteristics of our council

tenants. It is important to remember that there are some information gaps in the information that is available to the council/Tower Hamlets Homes. This is because the decision to disclose this information is down to individual and personal choice and tenants may be reluctant to share this information.

Due to ongoing public health and safety concerns arising from the pandemic, the council undertook an online consultation exercise which was available to all council tenants. The online consultation period ran from Friday 3<sup>rd</sup> September – Sunday 17<sup>th</sup> October 2021. This gave tenants a 6-week opportunity to express their opinions on the new proposed tenancy agreement.

In advance of the consultation going 'live', all current council tenants were posted a letter – also known as a preliminary notice of the proposed changes to the council's tenancy agreement (under s.103 of the Housing Act (1985)). This advised council tenants of all the proposed changes that the council are seeking to make to the tenancy agreement and directed tenants to view more information including links to the current (existing) and proposed new tenancy agreements on a dedicated consultation webpage.

The webpage also had a link an online questionnaire which residents could complete if they so wished. In addition, the Strategy and Policy team set up, monitored, and provided responses to any further comments or queries that council tenants may have had in respect of the proposed new tenancy agreements.

In the absence of face-to-face consultation events with council tenants, officers from the council and Tower Hamlets Homes held two webinar sessions which tenants were able to view and ask questions to the officers on the proposed changes. The first webinar was held on 16<sup>th</sup> September 2021 and focused on the general changes proposed in the new tenancy agreement, and the second webinar was held on the 28<sup>th</sup> September 2021 and was centred on the proposed changes that the council are seeking to make on succession to a tenancy on the death of a current council tenant. The presentations from both of these webinars were also posted on the council's dedicated tenancy agreement consultation page after they were held.

A report on the findings of the consultation exercise and recommendations will be presented to Cabinet in respect of the proposed new tenancy agreement.

In total, the council received 72 responses to the online consultation questionnaire from current council tenants. The findings emerging in terms of council tenant's response have been included in each major (non-statutory) change highlighted within this Equality Analysis.

### **Section 3 – Assessing the Impacts on the 9 Groups**

This section considers the impacts on the proposed revisions to the tenancy agreement which could potentially impact across the protected characteristics.

- 1. A requirement that the tenant consents to a full face, uncovered photograph at the beginning of their tenancy, and in the future, whether at the tenant's home or at our offices.**

#### **Age**

The age of a tenant would not have either a proportionate or disproportionate impact on the proposed requirement to consent to a full face, uncovered photograph at the point in which an individual signs up to a council tenancy. Working age people are the most prominent age group of all current council tenants (76%) and therefore the most likely age group to be affected if there were any disproportionate impacts arising from this clause.

#### **Race**

The largest ethnic group which council tenants identify with are Asian or Asian British (Bangladeshi) (47%). The second and third largest ethnic groups which council tenants identified with are White British (18%) and Black or Black Somali (3%) respectively. However, 9% of council tenants chose not to disclose their ethnic origin. There is also no related data to link ethnic identity to religious belief or faith. It is not possible to conclude whether there is an adverse impact on the grounds of a tenant's ethnicity arising from the proposed inclusion of this new clause.

The council recognises that there is the potential for council tenants for whom English is not a first language to have difficulty in being able to understand this and every new/amended clause in the proposed /revised tenancy agreement. This can be mitigated by ensuring that translation and interpretation services are made available and promoted. The council has sent all existing tenants a preliminary notice informing tenants of the council's intention to serve a notice of variation, specifying the proposed variation and its effect, and inviting comments as early as possible. The council is required to consider any comments made by tenants on the notice of variation and in response to the consultation.

#### **Religion or belief**

Recent data from Tower Hamlets Homes' Housing Management Information System shows that the largest religion/belief group which council tenants identify with is Muslim, (51%). The second largest faith group which council tenants identify with is Christian (15%), while 6% of tenants stated that they had no religion or faith. From all other faith groups, (Buddhist, Jewish, Hindu or Sikh) less than 2% of council tenants identify themselves as belonging to these faith groups. Less than 1% of council tenants identified as belonging to another faith or religion. The religion or belief of 26% of all tenants is unknown because they have chosen not to disclose this information or have preferred not to say.

It is likely that a council tenant, who usually wears clothing that covers part of their face because of their religion or faith, may feel disproportionately affected by the inclusion of this clause in the revised tenancy agreement.

To mitigate any impact to council tenants of all faiths who may be affected by this proposed inclusion in the tenancy agreement, the council/Tower Hamlets Homes will contact local places of worship in the borough and supply

information regarding the proposed change to provide assurance to tenants who may be impacted. The information and advice given to tenants needs to be culturally appropriate and sensitive to religious requirements.

The council will discuss with affected tenants the most acceptable way to allow a staff member to verify their identity or take their photograph. Staff will deal sensitively with this situation. Photographs will be taken in a private room and by a female member of staff if requested .

There may be concerns over the way the photograph is kept afterwards, the council will treat it in the same way that we keep other personal data and make sure that we comply with the principles of the **GDPR (2018)**.

With regard to the sharing of data, where the council use a third party to provide a service on our behalf, third parties will only be able to access data that is appropriate to allow them to do their job, in line with the access the council/Tower Hamlets Homes are given to manage council tenancies. Unless we have a legitimate need to share a tenant's photograph, for instance, to assist in preventing a crime or to combat tenancy fraud, the council will not share the photograph with another third party.

### **Gender**

Females are the largest gender group among council tenants with 56% of all council tenants identifying as female. Males represent 44% of all tenants. On the basis that there are more female led households among council tenancies, it could be argued that women are the most likely gender to wear clothing that covers their face on the grounds of their religion or faith. It is therefore more likely that women will be affected by the proposed clause to take full face uncovered photographs.

The council will discuss with affected tenants the most acceptable way to allow a staff member to verify their identity or take their photograph. Staff will deal sensitively with this situation. Photographs will be taken in a private room and by a female member of staff if requested need to check that this will be operational practice.

There may be concerns over the way the photograph is kept afterwards, the council will treat the photograph in the same way that we keep other personal data and make sure that we comply with the principles of the GDPR (2018).

With regard to the sharing of data, where the council use a third party to provide a service on our behalf, third parties will only be able to access data that is appropriate to allow them to do their job, in line with the access the council/Tower Hamlets Homes are given to manage council tenancies. Unless we have a legitimate need to share a tenant's photograph, for instance, to assist in preventing a crime or to combat tenancy fraud, the council will not share the photograph with another third party.

## **Disability**

Information provided by Tower Hamlet's Homes Housing Management Information System records that 19% of council tenants identify as having one or more disabilities, while 73% of residents have declared that they do not have a disability. There is a deficit in this information where it is unknown if 8% of council tenants have chosen not to disclose this information or preferred not to say.

It is thought that the proposed change to the tenancy agreement will have neither a proportionate or disproportionate impact on disabled tenants unless they also belong to a religion or a faith which requires them to cover their face partially or fully. Any impact would be negligible except where the resident identifies with one or more affected protected characteristic. In which case, the council and THH will put steps in place to provide reassurance to concerned tenants.

## **Sexual Orientation**

From information provided by existing council tenants as of March 2021, 64% of council tenants identified as heterosexual, while just under 1% identified as either gay, lesbian, bisexual or other. There is however a considerable deficit in the information around this protected characteristic because a little over 35% of residents have either preferred not to say or to disclose this information. Any issues brought to our attention will be dealt with sensitively on a case-by-case basis. We recognise that this is an elective process on the part of the tenant and the council respects the confidence given to our officers when a tenant discloses this information to us.

The council will be sending all existing tenants a preliminary notice informing tenants of the council's intention to serve a notice of variation, specifying the proposed variation and its effect, and inviting comments as early as possible. The council is required to consider any comments made by tenants on the notice of variation and in response to the consultation. Any adverse impacts which are identified because of this consultation process will be fed back in and considered prior to final approval and implementation of the revised tenancy agreement.

There are no issues within the proposed clause which could impact on this characteristic. Any impact would be negligible except where the resident identifies with one or more affected protected characteristic.

## **Gender reassignment**

The information currently held on Tower Hamlets Homes Housing Management Information system is insufficient due to a deficit on the data held on council tenants on this protected characteristic. While 37% of residents identify that their gender is the same as at their birth, less than 1% confirm that they have transitioned. A further 9% preferred not to say, and for the remaining 54% of council tenants this information is either unknown or the tenant elected not to say. We recognise that tenants are reluctant to disclose this information and that this is an elective process on the part of the tenant. The council/Tower Hamlets Homes does respect the confidence given to our officers when a tenant chooses to disclose this information to us.

The council has sent all existing council tenants a preliminary notice informing tenants of the council's intention to serve a notice of variation, specifying the proposed variation and its effect, and invited comments as early as possible. The council is required to consider any comments made by tenants on the notice of variation and in response to the consultation. Any adverse impacts which have been

identified because of this consultation process will be fed back in and considered prior to final approval and implementation of the revised tenancy agreement.

There are no issues within the proposed clause which could impact on this characteristic. Any impact would be negligible except where the resident identifies with one or more affected protected characteristic.

### **Pregnancy and maternity**

The only data which the council collects for this protected characteristic is due dates for pregnancy, usually collected at the point of entry to the Common Housing Register and again at the point when a tenant signs up for a council tenancy. This data is used to ascertain the size of the property/the number of bedrooms a tenant requires under the 'bedroom standard'.

The council has sent all existing tenants a preliminary notice informing tenants of the council's intention to serve a notice of variation, specifying the proposed variation and its effect, and invited comments as early as possible. The council is required to consider any comments made by tenants on the notice of variation and in response to the consultation. Any adverse impacts which are identified because of this consultation process will be fed back in and considered prior to final approval and implementation of the revised tenancy agreement

### **Marriage and Civil Partnerships**

There is no qualitative or quantitative data to suggest that this proposed clause will have a greater or lesser effect on people on account of their marital status

The marital status of residents does not have any impact on the management and delivery of Tower Hamlet's housing services

### **Socio-economic**

The proposal to embed a requirement on a tenant to consent to a full face, uncovered photograph at the beginning of their tenancy, and in the future, whether at the tenant's home or at our offices, does not have a negative impact on a tenant's or their household's socio- economic status.

### **Consultation feedback**

*From the 72 council tenants who completed the online questionnaire seeking the views of existing council tenants on the proposed changes to the council's tenancy agreement, 44% of tenants were happy with the inclusion of this requirement, 36% of tenants were neutral and 17% of tenants who responded were unhappy with this proposed requirement while 3% did not answer this question.*

*Among those who agreed (happy) with this proposed requirement (44%), 17% identified as Christian in their religion or belief, 17% identified as Muslim, 7% held no religion or belief, and 3% preferred not to say, while 2% identified as humanist.*

*Across those who disagreed (17%) (unhappy) with the inclusion of this proposed requirement, 6% identified as Muslim, 3% as Christian, while 8% preferred not to say.*

*This data, while a small snapshot of opinion from tenants, does not suggest that tenants who are unhappy or who disagree with the inclusion of this requirement would do so on the basis of any particular protected characteristic that they may identify.*

*We do recognise that there may be some tenants who for cultural or religious reasons would object to the new requirement to consent to having a full-face, uncovered photograph of themselves being taken to allow the council and its' partners to verify the identity of the tenant. In mitigation, the council and THH will manage this process in a culturally sensitive manner. We are committed to complying with the Data Protection Act and subsequent GDPR (2018) to maintaining our tenant's rights to confidentiality and privacy. The photographs will be kept digitally, and only authorised staff members will be able to view these photographs, except where it is deemed necessary under law to share this information with a third party.*

## **2. Gang related behaviour**

The inclusion of a clause within the proposed revised tenancy agreement reflects the ongoing and prominent issues of gang related behaviour in the borough. We have noticed over the years that there has been a steady increase in gang presence on some of our estates, and this is a real cause of concern for the council, the borough's residents, and the police.

This is why we are proposing to include this new clause in all our tenancy agreements prohibiting anyone belonging to a gang from living in, or visiting, our homes.

This clause has been included to reinforce the zero-tolerance approach that the council will take and will strengthen enforcement action against a tenant, a member of their household or any visitor who uses or threatens violence or verbally assaults other people residing in the locality.

This clause within the revised tenancy agreement is positive and beneficial to tenants of all protected characteristics as it will improve the quality of life for all tenants, assist in creating communities where people want to live and visit and where they can enjoy their homes in peace and comfort. It will also support officers to take appropriate action when this rule is breached. We will use our powers under legislation to reduce the incidence of gang membership and behaviour on our estates. While it reinforces that we may take tenancy enforcement action where a tenant, their household or visitors are involved in gang related activity or violence, we and our partner agencies will consider any co-operation made by the tenant in consideration of tenancy enforcement action.

### **Consultation feedback**

*In total 72 council tenants completed the online questionnaire to gauge their support for the changes proposed in the new council tenancy agreement. When asked if what they thought about the inclusion of the new clause which prohibits anyone belonging to a gang from living in, or visiting, our homes, 79% of council tenants agreed (indicated that they were happy) with this proposal. A further 17% of council tenants indicated that they were neutral on this proposal, while only 4% of tenants disagreed or were unhappy with this proposal.*

*We will have due regard to the particular circumstances and vulnerability of perpetrators when considering the most appropriate form of intervention and support. However, we will also take enforcement action, including possession action, where this is proportionate and reasonable, and where all other avenues have been exhausted.*

### 3. Managing your home

Proposed rule 28, affirms that the tenant must live in their property as their '*only or principal home*'. In parity with the Common Housing Register Partnership Allocations Scheme, this rule has been included to strengthen and reinforce that this conditionality remains in place once a tenant has been offered and granted an introductory or secure council tenancy. Including this rule will help to deter potential instances of sub-letting fraud.

Council owned properties are often sub-let in entirety at market rent levels or higher. These illegal lets will have no basis or security of tenure and occupants who have been sub-let a property will not hold a legitimate tenancy agreement or be afforded the rights and protections that an introductory or secure council tenant may have. Because the nature of these lets is hidden, there is every possibility that these lets are not of the standard that the council expects and are often incorrectly insured or uninsured. The covert nature of these sub-lets can also lead to other issues such as overcrowding (which can give rise to potential risks to the health and safety of the occupants and those who live in adjoining properties or flats) and anti-social behaviour.

The inclusion of this rule in the proposed revised tenancy agreement will strengthen the council's position and assist officers in enforcement against social housing fraud – via the sub-letting route, where a property is let out in entirety by the council tenant.

Tenants who identify with a particular, or multiple, protected characteristics may see a change in their financial circumstances after their tenancy has begun that may enable them to rent or purchase a second or subsequent home. They could also inherit a property at any time. The inclusion of these clauses will be beneficial to all prospective council tenants who are in genuine need of a council tenancy because they cannot afford to buy a home or rent in the private rented sector. Social housing is a finite resource with demand high and availability and movement within the supply low. The inclusion of this clause will allow movement within the council's housing stock and will ensure that we are allocating these homes to residents in the greatest housing need.

These new rules will also protect the public purse; where a tenant is discovered to have not disclosed this information and sub-lets their home while residing in their second property, there is every likelihood that the property will be rented out privately at market rent or above. This can lead to profiteering from the Housing Revenue Account. In extreme cases, the illegal sub-letting of council properties can lead to health and safety issues and the lack of rights for those who have been sub-let the property who will not enjoy the same protections as bona fide council tenants.

Sub-letting a home in its entirety will lead to the tenant with whom the council has an agreement with, losing their tenancy status and the council commencing eviction proceedings against the tenant. These clauses will allow the council to manage the housing stock effectively, although this relies on the diligence and disclosure from tenants to notify the council of any such changes. The inclusion of these clauses can be viewed as having a positive effect on all residents for the benefits that the release of these homes will bring to those in genuine housing need.

### **Consultation feedback**

*Feedback from tenants via the online consultation questionnaire showed that 69% of tenants (50) are happy with the inclusion of this clause, 24% (17 tenants) were neutral while only 7% of tenants (3) were unhappy with the proposal to prevent a council tenant for renting or owning another home while in the grant of a council tenancy and if during their time as council tenant, if they inherit another property council tenant's will be expected to relinquish the property and return the property back to the council.*

*Prior to the implementation of this proposed amended rule, council tenants will be reminded that these new rules will be decided on a case-by-case basis. There may for example be an instance where a tenant acquires a holiday home that would be not suitable for them to live in on the basis that it is a long distance making it impractical for the tenant to live in as their main or principal home given their work or family commitments in the borough. The facts and circumstances of the tenant will be considered on a case-by-case basis and tenants will be given sufficient notice to make alternative accommodation arrangements if necessary.*

## **4. Limited permission to run a business from the home**

The current version of the tenancy agreement states that tenants must use their home as a private dwelling house and the council expressly forbids the tenant from running a business from their home.

The proposed revised tenancy agreement takes a different approach. The council does not intend to stop tenants from working from home, but at the same time, does not want homes being used for any commercial use which adversely affects neighbourhoods. These include but are not limited to:

- repairing and maintaining vehicles;
- any business using noisy equipment such as industrial sewing machines; and
- using controlled substances such as chemicals.

It is important that tenants get the council's permission to run the business and that tenants are required, before permission is given, to get any planning permission, building regulation approval, insurance (if applicable) or licence needed for the business to trade.

If the business does cause a nuisance the permission will be withdrawn.

This amended clause recognises that there are many types of business that a tenant can run from home without causing any difficulties. Tenants may choose to use their home as an office (for an internet or phone-based business) provided it is not an illegal business.

This clause within the revised tenancy agreement is positive and beneficial to tenants of all protected characteristics. For many tenants such as single parent families, people with a disability or caring responsibilities, the opportunity to run a business from home can make a serious difference to their employment and financial prospects. Allowing tenants in certain circumstances to work/run a business from home in prescribed circumstances will also be good for the local economy and negates the high cost of renting office space in the borough.

This tenancy condition will generally be of benefit to those of working age, although it is recognised that there are a significant number of people over the age of 65 who now choose to continue working and there is now legislation to support their choice. This tenancy condition promotes the creation of small businesses that can operate from home. It is envisaged that these businesses would typically be a one person, desk-based business often using information technology to operate. The council seeks to encourage entrepreneurial spirit and to support appropriate start-up businesses that can successfully function at home.

### **Consultation feedback**

*A total of 72 tenants provided a response this section of the online consultation questionnaire. 65% of tenants (47) were happy with the proposed revision of this clause, 7% of tenants (5) were unhappy while 28% of tenants were neutral on this proposed revision.*

*This proposal will benefit all council tenants who were previously unable to run a business from their home because the previous rule was overly prohibitive. The proposed new rule will benefit tenants across all protected characteristics allowing tenants to run a business from their home, where it is not to the detriment of the neighbours and community around them, provided it is a legitimate activity. Written permission will need to be sought by the tenant from the council, but it is thought that the inclusion of this rule will enable tenants to seek opportunities to work from home that they might not have been able to do before which will benefit the tenant both economically and socially.*

## **5. Gardens**

The proposed revised tenancy agreement includes an updated and expanded rule regarding the maintenance of individual gardens. In clause iii) of proposed rule 32, tenants also need permission to put up a screen in their garden. Importantly, the biggest change within the rules on gardens is that tenants will now be required to repay the cost of clearing overgrown gardens and removing dumped items from their gardens.

The strengthening of this clause will enable officers to enforce action including imposing charges and recovering costs for damage to the property and garden.

Tenants who do not meet their responsibility of maintaining their gardens deprive the council of much needed income and increase the costs of the council in managing council properties. This affects the council's resources to carry out work to other properties and deprives the Housing Revenue Account of income which could be used to maintain, repair and improve tenants' homes.

### **Age**

This proposed amendment to the revised tenancy agreement will have a neutral impact on tenants of all ages. However, to avoid any impact on older or vulnerable tenants, these costs may be waived at the discretion of a designated officer following the receipt of a reasoned recommendation by an officer.

Around 23% of council tenants are over the age of 65, which supports the idea that this will not affect older residents as adversely as working age tenants. Tenants of working age, (aged 18-64), are the most prominent age group among all council tenants - making up 79% of council tenants. However, this age group are more

likely to have friends and family, and the ability to maintain their home to a lettable standard.

Older tenants (aged 65+) may not be able to maintain their gardens and may live alone or without family nearby who can assist. It may indicate that the resident is struggling in the property and may require a different type of property which is more suitable to their housing needs. If this is a regular intervention on the part of the council, officers may need to discuss with the tenant whether a move to a more manageable property would be in the best interests of the tenant for their health and well-being. This may prove to be a positive outcome for a tenant who is no longer able to sustain their tenancy and may provide the tenant with a better quality of life where it becomes obvious that they need alternative accommodation better suited to their needs.

### **Race**

There are no issues within the proposed clause which could impact on this characteristic. Any impact would be negligible except where the resident identifies with one or more affected protected characteristic.

### **Religion or faith**

This proposed clause to the revised tenancy agreement will not have any adverse impact on tenants based on their religion or faith except where the resident identifies with one or more affected protected characteristic.

### **Gender**

There is no qualitative or quantitative data to suggest that this proposed clause will have a greater or lesser effect on people on account of their gender.

### **Disability**

This proposed clause can be considered to have a neutral impact on the majority of tenants with a disability. However, tenants who may have complex needs may be particularly vulnerable and any rechargeable costs which are incurred may be waived at the discretion of a designated officer following the receipt of a reasoned recommendation by an officer.

Disabled tenants may not be able to maintain their gardens and may live alone or without family and friends nearby who can assist them. It may indicate that the tenant is struggling in the property and may require a different type of property which is more suitable to their housing needs. If this is a regular intervention on the part of the council and/or its partners, officers may need to discuss with the tenant whether a move to a more manageable property might be in the best interests of the tenant for their health and well-being. This may prove to be a positive outcome for a tenant who is no longer able to sustain their tenancy and may provide the tenant with a better quality of life where it becomes obvious that they need an alternative source of accommodation better suited to their needs.

### **Sexual Orientation**

The information which is available on this particular characteristic is limited. There is a deficit in the data held on the sexual orientation of residents within the borough and tenants are often reluctant to disclose this information. Any issues brought to our attention will be dealt with sensitively on a case-by-case basis. We recognise that this is an elective process on the part of the tenant and the council respects the confidence given to our officers when a tenant discloses this information to use.

There are no issues within the proposed clause which could impact on this characteristic. Any impact would be negligible except where the resident identifies with one or more affected protected characteristic.

### **Gender reassignment**

There are no issues within the proposed clause which could impact on this characteristic. Any impact would be negligible except where the resident identifies with one or more affected protected characteristic.

### **Pregnancy and maternity**

The only data which the council collects for this protected characteristic is due dates for pregnancy, usually collected at the point of entry to the Housing Register and again at the point when a tenant signs up for a council tenancy.

It is highly unlikely that this proposed clause within the revised tenancy agreement will disproportionately impact this protected characteristic. However, to mitigate a potential negative impact, where vulnerability through pregnancy is an issue and there is no one else residing with the tenant or family nearby to assist the tenant, these costs may be waived at the discretion of (designated officer to be confirmed) following the receipt of a reasoned recommendation by an officer.

### **Marriage and Civil Partnerships**

There is no qualitative or quantitative data to suggest that the proposed increase in rent will have a greater or lesser effect on people on account of their marital status

The marital status of residents does not have any impact on the management and delivery of Tower Hamlet's housing services.

### **Socio-economic**

The council recognises that there may be cases where tenants do not have the financial means to pay back the costs of maintaining their gardens and keeping rubbish and items left in the garden. Tenants are ultimately responsible for their garden as a condition of their tenancy. Tenants must use their home in a "tenant like manner". This means that the tenant, their household, and visitors must look after their home and this includes keeping their gardens maintained and free from rubbish and abandoned items.

The council's proposed revised tenancy agreement specifically sets out the council's obligations and those of our tenants. This holds our tenants, their households and visitors to account and intends to minimise the costs to the council of maintaining and clearing items left abandoned in their gardens. These incidents can be a drain on the council's resources and on our ability to carry out genuine repairs and improvements across the council's housing stock. It is therefore necessary for the council to recoup these costs.

However, to avoid any impact on older or vulnerable tenants, these costs may be waived at the discretion of an officer (the designation of the officer is to be confirmed) following the receipt of a reasoned recommendation by an officer.

It may also indicate that a tenant is no longer able to sustain their tenancy at that property and that the property is no longer suitable for the tenant's housing needs. If this is a frequent occurrence, it may lead to officers discussing with the tenant whether a move to a more manageable property would be in the best interests of the tenant for their health and well-being.

Rubbish which has been left piled up in a garden can be a cause for concern and could attract things like rats, mice and other pests. Obviously, this then creates a health hazard, with the risk of rat infestation, as well as attracting a whole host of other unwanted pests. In keeping gardens maintained and free of abandoned items, this will also benefit the wider community as officers will have the ability to manage tenants who are not complying with the enforcement of costs and by recharging tenants who fail to meet this obligation of their tenancy agreement.

### **Consultation feedback**

*61% of tenants said that they were happy with this updated and revised rule which specifies clearly that tenants are responsible for their own individual gardens and that they must seek permission before adding a screen to their garden. 32% of tenants who responded to the questionnaire said they were neutral, while 7% were unhappy by this revision.*

*Of the 61% of council tenants who said that they were happy with this proposed revision, 26% identified as having their day-to day living activities limited by a health problem or disability which has lasted or is expected to last 6 months or more. From those who said they were unhappy with this revised proposed rule only 3% of those who identified as having their day-to-day living activities limited by a health problem or disability. 7% of those who identified with this protected characteristic were neither happy or unhappy with this proposed rule.*

*When looking further into the age profiles of tenants who said that they were happy with this proposed rule this was broken down as follows:*

- 17% of tenants aged 25-44
- 26% of tenants aged 45 -64
- 15% of tenants aged 65-84; and
- 3% of tenants aged 85+

*The Equality Analysis has identified that tenants who identified as older and or disabled may be impacted by the new rule on account that they may not be able to maintain their gardens. To remove any potential adverse impact, where the tenant does not have any family or friends residing with them or living nearby who might assist the tenant, any rechargeable costs incurred by the council may be waived at the discretion of a designated officer. Each case will be considered on its individual merits.*

## **6. Fire Safety**

The proposed revised tenancy agreement includes proposed rule 33 on Fire Safety. This new rule incorporates the current tenancy agreement's terms and conditions regarding dangerous substances and appliances and includes more clauses to ensure that tenants are kept safe their home and what tenants must do to reduce fire hazards. These include that the tenant must pay the council the cost of any works which it carries out to remove any alteration or modification to property that the council has not given permission for. This includes removing any grilles, gates and doors. These are adaptations which a tenant may have made without permission and are dangerous because they impede access to properties when a fire or rescue service needs to gain access and entry quickly to a property.

The council is committed to ensuring the safety of its tenants. Following the Grenfell

Tower tragedy, the council has been working with Tower Hamlets Homes and other partners and has taken steps to review existing fire safety measures.

This has resulted in the proposed revised tenancy agreement including terms and conditions which give tenants clearer information and education of their rights and responsibilities with regard to fire safety, It is intended to reinforce the action which tenants can take for themselves to minimise the risk of fire hazards in their home and communal areas.

The inclusion of a specific clause within the proposed revised tenancy agreement will have a positive impact across all protected characteristics. It will also support officers to take appropriate action when the fire safety terms and conditions of tenancy are breached.

### **Consultation feedback.**

*Only 71 of the council tenants chose to answer if they were happy with this amended clause which has been changes to include the current (existing) tenancy agreement's existing conditions on fire safety and also includes new clauses which will provide greater assurance and responsibility on tenants to take the necessary steps to keep their home safe.*

*63% of tenants agreed (were happy) with this refined clause, 30% were neutral having neither a positive or negative view on its addition and only 7% said that they were unhappy with this proposed new rule.*

*The inclusion of this clause is required to ensure the safety of all our tenants which is paramount to the council.*

*Tenants were also asked how they felt about the inclusion of a new rule which makes the tenant responsible for paying for the removal of alterations and modifications to their home made by the tenant without permission of the council – this includes grilles, gates and doors.*

*60% of tenants said that they were happy with this rule, 25% were neutral while 15% of tenants were unhappy with this addition.*

*The council recognises that tenants can prioritise the fear of crime over fire safety and escape, to the extent where there are a number of tenants who have installed metal security gates and grilles over their front entrance doors and sometimes over corridors and balconies. The safety of our tenants remains our priority and such installations can hamper access for fire rescue services, or pose a genuine risk to neighbours, who would be unable to access on escape route, arrangements will be made to have these removed.*

## **7. Parking and garages**

The proposed revisions and amendments to the council's tenancy agreement regarding parking and garages will maintain a consistent approach to parking and garages which will be positive across all protected characteristics. It will allow the Council to enforce its duties within the current legal and political framework and will encourage considerate parking and good neighbourly and community relations.

**Consultation Feedback**

*Only 70 out of the 72 council tenants who completed the online consultation questionnaire provided their opinions on the proposed revisions to the tenancy agreement with regard to parking and garages. A total of 67% of council tenants were happy with this proposal, 27% were neutral, whereas 6% disagreed with the proposed revision.*

Target Groups	Impact – Positive or Adverse	<b>Proposal: 1) A requirement that the tenant consents to a full face, uncovered photograph at the beginning of their tenancy, and in the future, whether at the tenant’s home or at our offices.</b>
<b>Age</b>	<b>Neutral</b>	This proposal will not have either a proportionate or disproportionate impact based on a tenant’s age. However, a tenant may identify with multiple protected characteristics such as gender and religion or belief who may be affected.
<b>Race</b>	<b>Neutral</b>	There is no related data to link ethnic identity with religious belief or faith. Based on race alone, the impact of this proposal can be considered neutral. However, when considering other protected characteristics which a tenant might identify with, such as gender or religion, there may be a disproportionate impact on council tenants. The intention of collating photograph identification for all council tenants is to ensure that illegal subletting and fraudulent activity is minimised to the benefit of all existing council tenants – ensuring that the rare commodity of social housing is allocated to those in genuine need of social housing. Fraud not only deprives other residents who urgently need social housing, but it can also result in further maintenance and repair costs to the council, as often, those who are illegally occupying a social housing home will not report such incidents. If properties are left in decline, and incidents of disrepair are not reported, these can eventually incur a greater cost to the public purse to remedy when these faults are eventually rectified.
<b>Gender</b>	<b>Negative</b>	Females are the largest gender group among council tenants with 56% of all council tenants identifying female. As women are the most likely gender to wear clothing which covers their face in abeyance of their religious or faith beliefs, it could be argued that women are more likely to be disproportionately affected than men by this proposal. In mitigation, the council will ensure that the taking of such photographs will be conducted in a culturally appropriate and sensitive manner and kept within the regulations provided for data protection and GDPR. The council/THH will contact local places of worship to provide information and assurance to tenants of our approach, why this data is being collated and how it will be collected and held securely.
<b>Religion or Belief</b>	<b>Negative</b>	<p>The largest religion/belief group which council tenants identify with is Muslim, (51% of all council tenants). The second largest identified faith group of all council tenants is Christian (16%), while 6% of tenants stated that they had no religion or faith. From all other faith groups, (Buddhist, Jewish, Hindu or Sikh) less than 2% of tenants identified themselves as belonging to these faith groups. Less than 1% of council tenants identified as belonging to another faith or religion. The religion or belief of 25% of all tenants is unknown because they have chosen not to disclose this information.</p> <p>As the largest identified religion/belief group, it is likely that the introduction of this new clause within the tenancy agreement may have a negative impact on Muslims within the borough, particularly among females. To this end, the council will ensure that obtaining photographic evidence of identity will be conducted in a culturally sensitive manner, with only authorised officers able to view the photographs as is</p>

		necessary on the course of their work. The council and THH will ensure that local places of worship are informed about this new requirement and will offer reassurance to tenants on the manner with which this requirement will be carried out, its intended use and the safe keeping of personal data.
<b>Sexual Orientation</b>	<b>Neutral</b>	This proposal will not have either a proportionate or disproportionate impact based on a tenant's sexual orientation alone except where the tenant identifies with one or more other identified characteristic
<b>Disability</b>	<b>Neutral</b>	The inclusion of this proposed clause will not impact a tenant on the basis of any disability or condition on its own but may have some effect where the tenant where the tenant identifies with one or more affected protected characteristic such as gender or religion or belief. The council and THH will take the necessary steps to mitigate by providing assurance to the community of the purpose and intention for the use of this data and will set out how photographic proof of identity will be collected and stored securely.
<b>Gender Reassignment</b>	<b>Neutral</b>	There are no issues with this proposed clause which could impact on this protected characteristic alone except where the tenant identifies with one or more affected protected characteristic. In all instances, when obtaining photographic evidence of a tenant's identity, the council will handle this process in a culturally sensitive and appropriate manner and store such information under the rules prescribed under data protection and GDPR regulations. The council/THH will take steps to reach out to the community to provide assurance of the intention and use of this information and how this will be collated and securely stored.
<b>Marriage and Civil Partnerships.</b>	<b>Neutral</b>	There is no qualitative or quantitative data to suggest that this proposed will have a greater or lesser effect on people on account of their marital status, alone except where the tenant identifies with one or more affected protected characteristic.
<b>Pregnancy and Maternity</b>	<b>Neutral</b>	There are no issues with this proposed clause which could impact on this protected characteristic alone except where the tenant identifies with one or more affected protected characteristic. In which case, the council will ensure that such photographs are obtained in a cultural and sensitive manner and stored with the prescribed data protection and GDPR regulations.
<b>Socio-economic</b>	<b>Neutral</b>	The inclusion of this clause within the proposed tenancy agreement is not thought to disproportionately impact on a tenant's social or economic status alone except where the tenant identifies with one or more affected protected characteristics such as gender, religion or belief. The council/THH will make sure that steps are put in place to mollify any concerns which tenants may have and will take steps to assure tenants of the purpose and intent of the inclusion of this clause, providing reassurance that this information will be collected and stored in a secure and safe manner.

Target Groups	Impact – Positive or Adverse	Proposal: 2) Gang related behaviour
<b>Age</b>	<b>Positive</b>	This new rule will have a positive impact on tenants and their households of all ages. It will reinforce the council's zero tolerance approach to any gang related behaviour making the tenant, their household and visitors responsible for their behaviour, allowing officers to take appropriate action when this rule is breached. This approach will reinforce the responsibilities of tenants and enable sustainable and cohesive communities. The inclusion of this clause will benefit all tenants and their households. For younger household members, who may be involved in such activities, it may prompt their family members to seek assistance from the council and its partners in tackling the issue of gang membership and finding help to remove themselves from such activities. For older residents, it provides reassurance that the council and its partners have the ability to enforce against those who threaten the cohesion and stability of the neighbourhood.
<b>Race</b>	<b>Positive</b>	The proposed inclusion of this new rule will have a positive impact on tenants of all races. Aside from reinforcing the council's zero tolerance stance to any gang related behaviour by making the tenant, their household and visitors responsible for their behaviour, the clause will allow officers to take appropriate action when this rule is breached. In taking this approach, the council aims to underpin the responsibilities of tenants and the part that they play in maintaining safe and cohesive communities. It may prompt tenants who have family members or visitors who belong to a gang to seek help from the council and its partners to be able them to step away from the gang sub-culture. The inclusion of this clause will provide assurance that the council will use its right to commence enforcement action against those who may undermine the safety and security of tenants and residents. The council will consider the circumstances of the individual case and, if support is deemed appropriate, will discuss the available support options with the perpetrator and/or the perpetrator's family in the case of young people.
<b>Gender</b>	<b>Positive</b>	This proposed rule will have a positive impact on tenants of all genders. It will reinforce the council's zero tolerance approach to any gang related behaviour making the tenant, their household and visitors responsible for their behaviour, allowing officers to take appropriate action when this rule is breached. This approach will reinforce the responsibilities of tenants in the creation of and maintaining of sustainable and cohesive communities. The clause will make it clear that the council and its partners will take action to enforce against those who belong to gangs in the neighbourhood. We will have due regard to the particular circumstances and vulnerability of perpetrators when considering the most appropriate form of intervention and support. However, we will also take enforcement action, including possession action, where this is proportionate and reasonable, and where all other avenues have been exhausted.
<b>Religion or Belief</b>	<b>Positive</b>	This proposal additional rule will have a positive impact on tenants of all religion and beliefs. The council's zero tolerance approach to any gang related behaviour will be affirmed and it will clearly place onus on the tenant, their household and visitors to take responsibility for their behaviour, allowing officers to take

		appropriate action when this rule is breached. This approach will reinforce the responsibilities to tenants and enable sustainable and cohesive communities. It will allow the council and its partners to enforce against those tenants who align with or have gang members living with them or visiting their homes who may compromise the safety of other tenants and residents who live in the neighbourhood. It may encourage those tenants seeking help to remove themselves or their family and friends from gang membership. The council and its partners will seek enforcement action when it is clear that all reasonable attempts to help a perpetrator have been exhausted
<b>Sexual Orientation</b>	<b>Positive</b>	The inclusion of this new rule within the council's tenancy agreement is envisaged to have positive impact on tenants and their households irrespective of their sexual orientation. The council's zero tolerance approach to any gang related behaviour will be made clear reinforcing that the tenant is responsible for their behaviour and that of other members of their household and visitors. The inclusion of this clause will help the council and its partners to tackle anti-social behaviour by ending the tenancy where we establish that a tenant or member of the household is a member of a gang or engaging in gang related activities as defined by legislation. Action will be taken when all reasonable attempts to work with the perpetrator have failed.
<b>Disability</b>	<b>Positive</b>	This new rule will have a positive impact on tenants and their households within this protected characteristic. It will reinforce the council's zero tolerance approach to any gang related behaviour making the tenant, their household and visitors responsible for their behaviour, allowing officers to take appropriate action when this rule is breached. This approach will reinforce the responsibilities to tenants and enable sustainable and cohesive communities. The council will consider the circumstances of the individual case and, if support is deemed appropriate, will discuss the available support options with the perpetrator and/or the perpetrator's family in the case of young people. It is only where these attempts have failed and there is non-cooperation on the part of the tenant or perpetrator that enforcement action will commence.
<b>Gender Reassignment</b>	<b>Positive</b>	Inclusion of this rule within the proposed tenancy agreement will have a positive impact on tenants and their households within this protected characteristic. This approach will reinforce the responsibilities to tenants and enable sustainable and cohesive communities. The clause will allow the council to take stronger action against perpetrators of gang violence, providing reassurance to communities that the council will take appropriate action. There are a number of local support structures in place and available to the tenants, their household members and visitors to help avoid and exit gang involvement. Enforcement action will commence where the perpetrator fails to cooperate/respond to support provided by the council and its partners.
<b>Marriage and Civil Partnerships.</b>	<b>Positive</b>	This new clause will have a positive impact on tenants and their households within this protected characteristic. Aside from underling the council's zero tolerance approach to any gang related behaviour, it will make the tenant, their household and visitors responsible for their behaviour, allowing officers to take appropriate action when this rule is breached. It will allow for tenancy enforcement to be robustly taken against any tenant, their household or visitors who breach the gang criminal activity section of their tenancy agreement
<b>Pregnancy and Maternity</b>	<b>Positive</b>	This proposed rule will have a positive impact on tenants and their households within this protected characteristic. It will reinforce the council's zero tolerance approach to any gang related behaviour making the tenant, their household and visitors responsible for their behaviour, allowing officers to take appropriate

		action when this rule is breached. This approach will reinforce the responsibilities to tenants and enable sustainable and cohesive communities.
<b>Socio-economic</b>	<b>Positive</b>	The inclusion of this new rule will have a positive impact on tenants and their households within this protected characteristic. Clearly stating the council's zero tolerance approach to any gang related behaviour highlights that the tenant, their household and visitors are responsible for their behaviour, and that the council will take appropriate action when this rule is breached. This approach is necessary in the creation and maintenance of community cohesion. The council and its partner agencies will consider any co-operation made by the tenant in consideration of tenancy enforcement action and will work with affected tenants to help avoid and exit gang involvement

Target Groups	Impact – Positive or Adverse	<b>Proposal: 3) Managing your home.</b> <b>Occupation by the tenant as their only or principal home.</b> <b>Prohibiting a tenant from owning a second home.</b>
<b>Age</b>	<b>Positive</b>	<p>These proposed inclusions to the tenancy agreement will have a positive impact on tenants and households of all ages. They will serve to align the tenancy agreement with the eligibility and qualification to join the CHR where an applicant cannot own a property in the UK or abroad (except in exceptional circumstances). The rule that a tenant must occupy the property as their only or principal home will contribute to reducing tenancy fraud, ensuring that homes are available to those in genuine housing need who do not have the financial means to rent privately or buy their own home. The prohibition of second home ownership will enable officers to combat tenancy fraud. Illegal sub-letting of council properties deprives applicants waiting on the CHR who are in real need of social housing. The covert nature of these sub-lets can also lead to other issues such as overcrowding, disrepair and anti-social behaviour, which can impact on the health and well-being of residents living in adjoining properties. The inclusion of these new rules will have positive impact on both existing and prospective council tenants and other residents.</p>
<b>Race</b>	<b>Positive</b>	<p>Irrespective of race or ethnicity, the inclusion of these rules will have a positive impact on tenants and households. These new rules will bring a parity between the tenancy agreement and the eligibility and qualification to join the CHR that an applicant cannot own a property in the UK or abroad (except in exceptional circumstances). Setting out clearly that the tenant must occupy the property as their only or principal home will contribute to reducing tenancy fraud. Social housing is a limited resource, and the council must ensure that these homes are available to those in genuine housing need who do not have the financial means to rent privately or buy their own home. Disallowing the ownership of a second home will enable officers to combat tenancy fraud and prevent the illegal sub-letting of council properties. Social housing fraud deprives applicants waiting on the CHR who are in real need of social housing. The illegal sub-letting of social housing can create other issues which affect not only the unauthorised occupants but the health and well-being of tenants/residents in adjoining properties, giving rise to other issues such as overcrowding, disrepair and anti-social behaviour. These new rules will have positive impact on both existing and prospective council tenants and other residents, potentially freeing up stock which is much needed by those in genuine housing need.</p>
<b>Gender</b>	<b>Positive</b>	<p>These rules will have a positive impact on tenants irrespective of their gender. It is a condition of eligibility and qualification to join the CHR that an applicant cannot own a property in the UK or abroad (except in exceptional circumstances) and the inclusion of these rules aligns the tenancy agreement to the CHR. The new rules affirm that a tenant must occupy the property as their only or principal home. This inclusion will contribute to reducing tenancy fraud, ensuring that homes are available to those in genuine housing need who do not have the financial means to rent privately or buy their own home. The prohibition of second home ownership will enable officers to combat tenancy fraud (the illegal sub-letting of council properties). This deprives applicants waiting on the CHR who are in real need of social housing who may be residing in expensive or unsuitable accommodation. The covert nature of these sub-lets can also lead to other issues such as overcrowding, disrepair and anti-social behaviour,</p>

		which can impact on the health and well-being of residents living in adjoining properties. The inclusion of these new rules will have positive impact on both existing and prospective council tenants and other residents. There are not enough social housing homes to meet demand and allowing a council tenancy to be retained when the authorised tenant is no longer in occupation or has the means to afford to live in another home deprives residents in real housing need may be living in expensive and/or unsuitable accommodation.
<b>Religion or Belief</b>	<b>Positive</b>	This proposal will have a positive impact on tenants of irrespective of their religion or faith beliefs. It is a condition of eligibility and qualification to join the CHR that an applicant cannot own a property in the UK or abroad (except in exceptional circumstances). The addition of these rules in the proposed new tenancy agreement ensures that tenants who acquire the means to afford another property during their tenancy move on and not retain their tenancy for financial gain. The provision set out in the rule that a tenant must occupy the property as their only or principal home will contribute to reducing tenancy fraud, ensuring that homes are available to those in genuine housing need and will enable officers to combat tenancy fraud, where these homes are illegal sub-let – often at a rent above a social housing rent and with the illegal occupants having no rights in law or protections. This deprives applicants waiting on the CHR who are in real need of social housing. The covert nature of illegal sub-lets can also lead to other issues such as overcrowding, disrepair and anti-social behaviour, which can impact on the health and well-being of residents living in adjoining properties. The inclusion of these new rules will have positive impact on both existing and prospective council tenants and other residents.
<b>Sexual Orientation</b>	<b>Positive</b>	These rules will have a positive impact on tenants and their households within this protected characteristic. By including these rules clearly in our tenancy agreement, it will ensure that this conditionality remains throughout the lifetime of a tenancy and not just at the point where someone is considered eligible to join the CHR. The inclusion of the rule that a tenant must occupy the property as their only or principal home will contribute to reducing tenancy fraud, ensuring that homes are available to those in genuine housing need who do not have the financial means to rent privately or buy their own home. Prohibiting second home ownership not just at the point of signing a tenancy but throughout the grant of a tenancy will enable officers to combat tenancy fraud, specifically through the illegal sub-letting of council properties. This in turn deprives applicants waiting on the CHR who are in real need of social housing. Sub-letting of social housing creates other problems which are often hidden, such as disrepair, overcrowding and anti-social behaviour, of which can impact on the health and well-being of those in in illegal occupation as well as the residents living in adjoining properties. The inclusion of these new rules will have positive impact on both existing and prospective council tenants and other residents irrespective of any protected characteristic which they identify with.
<b>Disability</b>	<b>Positive</b>	This proposal will have a positive impact on tenants and their households within this protected characteristic. It is a condition of eligibility and qualification to join the CHR that an applicant cannot own a property in the UK or abroad (except in exceptional circumstances). The inclusion of the rule that a tenant must occupy the property as their only or principal home will contribute to reducing tenancy fraud, ensuring that homes are available to those in genuine housing need who do not have the financial means to rent privately or buy their own home. The inclusion of the rule to prohibit second home ownership will enable officers to combat tenancy fraud. Illegal sub-letting of council properties deprives applicants waiting on the CHR who are in real need of social housing. The covert nature of these sub-lets can also lead to other issues such as overcrowding and anti-social behaviour, which can impact on the health and well-being of residents living in adjoining properties. The inclusion of these new rules

		will have positive impact on both existing and prospective council tenants and other residents.
<b>Gender Reassignment</b>	<b>Positive</b>	This proposal will have a positive impact on tenants and their households irrespective of any protected characteristic which they may identify with. Aligning the tenancy agreement to the eligibility and qualification requirement to join the CHR - that an applicant cannot own a property in the UK or abroad (except in exceptional circumstances) will ensure that the council can reduce the incidence of tenancy fraud, ensuring that homes are available to those in genuine housing need who do not have the financial means to rent privately or buy their own home. Explicitly prohibiting second home ownership will enable officers to combat tenancy fraud, the covert nature of which can lead to other issues such as overcrowding, disrepair and anti-social behaviour, which can impact on the health and well-being not only of the illegal tenants in occupation but of residents living in adjoining properties. The inclusion of these new rules will have positive impact on both existing and prospective council tenants and other residents and will free up stock and encourage the tenants who can, to move on.
<b>Marriage and Civil Partnerships.</b>	<b>Positive</b>	This proposal will have a positive impact on tenants and their households within this protected characteristic. It is a condition of eligibility and qualification to join the CHR that an applicant cannot own a property in the UK or abroad (except in exceptional circumstances). The inclusion of the rule that a tenant must occupy the property as their only or principal home will contribute to reducing tenancy fraud, ensuring that homes are available to those in genuine housing need who do not have the financial means to rent privately or buy their own home. The inclusion of the rule to prohibit second home ownership will enable officers to combat tenancy fraud. Illegal sub-letting of council properties deprives applicants waiting on the CHR who are in real need of social housing. The covert nature of these sub-lets can also lead to other issues such as overcrowding and anti-social behaviour, which can impact on the health and well-being of residents living in adjoining properties. The inclusion of these new rules will have positive impact on both existing and prospective council tenants and other residents
<b>Pregnancy and Maternity</b>	<b>Positive</b>	These rules will have a positive impact on all tenants regardless of any protected characteristic which they may identify with. Social housing is a finite resource with demand high and availability and movement within the supply low. The inclusion of these rules will allow movement within the council's housing stock and will ensure that we are allocating these homes to residents in the greatest housing need. These new rules will also protect the public purse; where a tenant is discovered to have not disclosed this information and sub-lets their home while residing in their second property, there is every likelihood that the property will be rented out privately at market rent or above. The inclusion of the rule to prohibit second home ownership will enable officers to combat tenancy fraud. Illegal sub-letting of council properties deprives applicants waiting on the CHR who are in real need of social housing. The covert nature of these sub-lets can also lead to other issues such as disrepair, overcrowding and anti-social behaviour, which can impact on the health and well-being of both the illegal occupants of the property and the residents living in adjoining properties. The inclusion of these new rules will have positive impact on both existing and prospective council tenants and other residents
<b>Socio-economic</b>	<b>Positive</b>	Including these rules will have a positive impact on all tenants and their households as it prevents the misuse of social housing. They affirm that the tenant must live in their property as their ' <i>only or principal home</i> '. In parity with the Common Housing Register Partnership Allocations Scheme, this rule has been included to strengthen and reinforce that this conditionality remains in place once a tenant has been offered and granted an introductory or secure council tenancy. Including this rule will help to deter potential instances of sub-letting fraud. Council owned properties are often sub-let in entirety at market rent levels or higher. Illegal lets have no basis or

		<p>security of tender and occupants who have been sub-let a property will not hold a legitimate tenancy agreement or be afforded the rights and protections that an introductory or secure council tenant may have. These new rules will also protect the public purse; where a tenant is discovered to have not disclosed this information and sub-lets their home while residing in their second property, there is every likelihood that the property will be rented out privately at market rent or above. This can lead to profiteering from the Housing Revenue Account. In extreme cases, the illegal sub-letting of council properties can lead to health and safety issues and the lack of rights for those who have been sub-let the property who will not enjoy the same protections as bona fide council tenants. The inclusion of the rule to prohibit second home ownership will enable officers to combat tenancy fraud. It will prevent other issues that illegal sub-letting also lends towards such as overcrowding, disrepair and anti-social behaviour, which can impact on the health and well-being of both the illegal occupants' residents living in adjoining properties. The inclusion of these new rules will have positive impact on both existing and prospective council tenants and other residents and will ensure that tenancies are granted and remain with those who have a genuine need for social housing.</p>
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Target Groups	Impact – Positive or Adverse	Proposal: 4) Limited permission to run a business from home
<b>Age</b>	<b>Positive</b>	This rule will have a positive impact on tenants and their households of all ages, although while it may be more beneficial to tenants of working age, increasing more older people choose to continue working.
<b>Race</b>	<b>Positive</b>	Granting tenants in limited circumstances permission to run a business from home will have a positive impact on tenants of irrespective of any protected characteristic which they identify with.
<b>Gender</b>	<b>Positive</b>	This new rule will have a positive impact on tenants regardless of their gender. We know from the gender information held on the Housing Management System that there are more female council tenants (56%) than male (44%) and this has the potential to create positive opportunities for all genders especially those with childcare or caring responsibilities.
<b>Religion or Belief</b>	<b>Positive</b>	The proposed rule will have a positive impact on tenants of all religion and beliefs.
<b>Sexual Orientation</b>	<b>Positive</b>	The inclusion of this rule will have a positive impact on tenants and their households within this protected characteristic.
<b>Disability</b>	<b>Positive</b>	This new rule could benefit tenants who are less able and who may want to run a business from their home and would open up new income possibilities
<b>Gender Reassignment</b>	<b>Positive</b>	Limited permission to run a business from their home will have a positive impact on tenants and their households within this protected characteristic
<b>Marriage and Civil Partnerships.</b>	<b>Positive</b>	The inclusion of this rule will have a positive impact on tenants and their households within this protected characteristic.
<b>Pregnancy and Maternity</b>	<b>Positive</b>	This rule will have a positive impact on tenants and their households within this protected characteristic.
<b>Socio-economic</b>	<b>Positive</b>	All Tenants wishing to run a business from their home (with the permission of the council) will benefit from the inclusion of this rule. While permission will not be unreasonably refused, an application may be rejected if it is deemed that the business is likely to cause a nuisance to neighbours or the local community – such as businesses which may lead to a significant level of noise, such as pet sitting or animal breeding, any business requiring a significant number of visitors to the property or businesses which require work to be undertaken or stock to be stored outside, such as car repairs. If permission is granted to run a business then the tenant must have the necessary insurance, legal permissions, and an appropriate level of public liability insurance. This will not only enable tenants to create income opportunities but could also allow those who are unable to work in a conventional setting to explore other types of work which are not office or work-placed based.

Target Groups	Impact – Positive or Adverse	Proposal: 5) Gardens
<b>Age</b>	<b>Neutral</b>	<p>This proposal will have a neutral impact on most tenants regardless of their age. There may be an impact potentially on older residents aged 65+ who may not be able to maintain their gardens, specifically those who do not have a person residing in their household or family/friends nearby who may be able to assist them in the maintenance of their garden. Tenants who may be particularly vulnerable may have any rechargeable costs which are incurred waived at the discretion of a designated officer following the receipt of a reasoned recommendation by an officer.</p> <p>If this is a regular intervention on the part of the council, officers may need to discuss with the tenant whether a move to a more manageable property would be in the best interests of the tenant for their health and well-being. This may prove to be a positive outcome for a tenant who is no longer able to sustain their tenancy and may provide the tenant with a better quality of life where it becomes obvious that they need an alternative source of accommodation better suited to their needs.</p>
<b>Race</b>	<b>Positive</b>	<p>This proposal will have a positive impact on tenants of all races, unless they identify with one or more of the protected characteristics (age, disability or socio-economic) who may be potentially impacted by the proposal to recharge tenants who do not maintain their garden or who leave dumped items in their garden. In mitigation, the council will consider where a tenant has a particular vulnerability if it may waiver any rechargeable costs which it incurs in the maintenance and clearance of individual gardens.</p> <p>Further, continued and regular intervention on the part of the council may be indicative that the property is no longer suitable for the tenant and officers will consider whether to have a discussion with the tenant around moving them to a more suitable property. This in turn may be beneficial to the health and well-being on the tenant.</p>
<b>Gender</b>	<b>Positive</b>	<p>This proposal will have a positive impact on tenants of all genders, unless they identify with one or more of the protected characteristics potentially impacted by the proposal to recharge tenants who do not maintain their garden or who leave dumped items in their garden. In the main, it will reinforce that it is the tenant's responsibility to maintain their individual gardens but where it is apparent that there the tenant is unable to upkeep on the maintenance of the property, it may lead to considerations and discussions with the tenant as to whether the property is suitable for their specific housing needs .</p>
<b>Religion or Belief</b>	<b>Positive</b>	<p>This proposal will have a positive impact on tenants of all religion and beliefs, unless they identify with one or more of the protected characteristics potentially impacted by the proposal to recharge tenants who do not maintain their garden or who leave dumped items in their garden.</p>
<b>Sexual Orientation</b>	<b>Positive</b>	<p>This proposal will have a positive impact on tenants and their households within this protected characteristic unless they identify with one or more of the protected characteristics potentially impacted by the proposal to recharge tenants who do not maintain their garden or who leave dumped items in their garden. Officers will consider if the tenant has a vulnerability which prevents them from maintaining their garden or if there are family and friends nearby who can assist the tenant. Where this is not possible, the council may waive the rechargeable</p>

		costs associated with this work, but where this is a frequent occurrence, it may demonstrate that the tenant can no longer manage their tenancy. This may result in conversations in the suitability of the property which may ultimately aid the tenant and prompt the tenant moving to a more sustainable property.
<b>Disability</b>	<b>Neutral</b>	This proposal will have a neutral impact on tenants with a disability, although there will be some tenants with more complex needs who are unable to maintain their gardens, and who do not have a person residing with them or living nearby who may be able to assist them with the maintenance of their garden. The council may consider whether to waive the rechargeable costs of undertaking this work for the tenant. Repeated recurrence may also indicate that the tenant is having difficulties in sustaining their tenancy and/or that their current home is not suitable for their housing needs. In which case, the council and its partners will work with the tenant to establish their housing needs and may consider transferring the tenant, if required to a more suitable property.
<b>Gender Reassignment</b>	<b>Positive</b>	This proposal will have a positive impact on tenants and their households within this protected characteristic unless they identify with other protected characteristics such as age or disability where their ability to maintain their individual garden may be compromised.
<b>Marriage and Civil Partnerships.</b>	<b>Positive</b>	This proposal will have a positive impact on tenants and their households within this protected characteristic unless the tenant identifies with one or more of the protected characteristics who could potentially be unable to meet this responsibility. In such cases, the council will consider if there is anyone else living with or near to the tenant who can assist or alternatively waive the rechargeable costs that it may incur by undertaking these works.
<b>Pregnancy and Maternity</b>	<b>Positive</b>	This proposal will have a positive impact on tenants and their households within this protected characteristic, unless the tenant identifies with one or more of the protected characteristics identified who may have difficulty maintaining their individual gardens. The council will consider the circumstances of the tenant and may decide to assist where the tenant is unable to seek help from family or friends in meeting this responsibility.
<b>Socio-economic</b>	<b>Neutral</b>	Unless a tenant identifies as having a disability or as an older person who is unable to maintain their garden (without other household members or family/friends nearby), tenants should be able to maintain their garden. The inability to maintain a garden may indicate that the tenant is having difficulties in sustaining their tenancy and/or that their current home is not suitable for their housing needs. In which case, the council and its partners will work with the tenant to establish their housing needs and to provide support but, it may also consider transferring the tenant, if required, to a more suitable property.

Target Groups	Impact – Positive or Adverse	Proposal: 6) Fire Safety
Age	Positive	This new rule will have a positive impact on tenants and their households of all ages. This rule seeks to promote and encourage tenants to take responsibility for their actions and to be aware of habits and behaviours which could endanger the safety and lives of themselves, their household, neighbours, and rescue services. It is intended to reinforce the action which tenants can take for themselves to minimise the risk of fire hazards in their home and communal areas. While residents may feel that gates, grilles, and doors installed without permission will make them feel safer from crime these can impede a tenant's ability to escape and attempt to assist them by the rescue services. The safety of all our tenants is paramount and it is important that tenants can escape without delay in the event of a fire incident.
Race	Positive	This proposal will have a positive impact on tenants of all races. This new rule will serve to reinforce a tenant's responsibilities in terms of ensuring fire safety in their home and in communal areas and should promote greater awareness of fire and safety hazards. The proposed amendment to the rule on Fire Safety encapsulates what is currently in the existing tenancy agreement with the additional amendments and inclusions to remove any ambiguity regarding what is allowed so that tenants know where they stand and how they can play a major role in keeping themselves safe.
Gender	Positive	The new rule will have a positive impact on tenants irrespective of their gender – strengthening and providing clarification on fire safety and clearly setting out the steps that a tenant must take to keep themselves and their neighbours safe.
Religion or Belief	Positive	This proposal will have a positive impact on tenants of all religion and beliefs. The Fire Safety rule incorporates what is currently in their tenancy agreements and has been strengthened to reinforce the responsibilities of tenants to keep their homes and those of their neighbours safe.
Sexual Orientation	Positive	This proposal will have a positive impact on tenants and their households within this protected characteristic and clarifies the responsibilities which tenants have for keeping their homes safe.
Disability	Positive	This proposal will have a positive impact on tenants and their households within this protected characteristic. The amendments and additions to these rules are important to all tenants particular those who may have physical, sensory, motor or learning disabilities. In the event of a fire incident, it is the responsibility of all tenants to ensure that they and their household member can be safe in their home and that accessibility is clear for fire and rescue services to assist tenants.
Gender Reassignment	Positive	This proposal will have a positive impact on tenants and their households within this protected characteristic. The rule on fire safety is a continuation of what currently exists in the tenancy agreement and has been expanded to remove any previous ambiguity to reinforce that fire safety and awareness of risks can reduce fire hazards both in their home and in communal areas.
Marriage and Civil	Positive	This proposal will have a positive impact on tenants and their households within this protected characteristic.

<b>Partnerships.</b>		While the rule on fire safety has been expanded to include more detail about how tenants can keep safe in their homes and in communal areas, it highlights how tenants can reduce the fire risks to themselves and their neighbours. Further, it will ensure that access by the fire rescue services is not delayed or obstructed by the use of gates, grilles, and doors.
<b>Pregnancy and Maternity</b>	<b>Positive</b>	This proposal will have a positive impact on tenants and their households within this protected characteristic. The proposed amendment to the rule on Fire Safety encapsulates what is currently in the existing tenancy agreement with the additional amendments and inclusions to remove any ambiguity regarding what is allowed so that tenants know where they stand and how they can play a major role in keeping themselves safe.
<b>Socio-economic</b>	<b>Positive</b>	<p>This amended and updated rule will have a positive impact on tenants and their households as these will strengthen and clarify the tenant's responsibilities in their homes and in the communal areas - minimising the risks of fire hazard. While the tenants may feel penalised at having to pay for the removal of grilles, gates and doors which have been put up by the tenant, without permission of the council, it is not an expense that should be borne by the Housing Revenue Account, at a time when the public purse is being squeezed and we need to use any revenue generated from the Housing Revenue Account to improve and maintain the council's social housing stock.</p> <p>The council will take a proportionate and considered approach in recharging tenants for the removal of such structures and will arrange a suitable payment plan with the tenant to ensure that these costs can be recovered with minimal impact to the tenant – based on the ability of the individual to pay back the money and their financial means. The benefits in terms of fire safety take precedence over the tenants perceived fear of crime with the safety of all our tenants our number one priority. We will work with tenants to negate the fear of crime as much as we possibly can. Removal of these unauthorised structures will ensure the safety of tenants in the event of a fire safety incident.</p>

Target Groups	Impact – Positive or Adverse	Proposal: 7) Parking and garages
<b>Age</b>	<b>Positive</b>	<p>The revision and amendments to the rule on Parking and Garages will have a positive impact on tenants irrespective of their age. Since the existing tenancy agreement was written, parking has become problematic within the borough and residents complain about illegal and dangerously parked vehicles and the keeping of unroadworthy vehicles. These can be a hazard to both pedestrians and other road users as well as obstructing access to fire and rescue services, as well as an eyesore for residents. The clauses within this rule are intended to keep tenants and the community safer.</p> <p>The conditions set out in the proposed new tenancy agreement on the sale, sublet and use of garages (including the storage of flammable substances and materials) will also contribute to making neighbourhoods safer for residents. The revision of this rule will enable the council to enforce against tenants who create these problems. A breach of these terms and conditions could result in a demotion of a tenancy and further enforcement action.</p>
<b>Race</b>	<b>Positive</b>	<p>This rule has now been amended to cover parking problems and issues with garage ownership and storage within garages which affect all tenants and the wider community irrespective of any race that they may identify with. The rule clearly sets out the responsibilities of all tenants, which are a condition of their tenancy. Breaches of these clauses will be enforced by the council, resulting in a safer community for all residents.</p>
<b>Gender</b>	<b>Positive</b>	<p>This proposal will have a positive impact on tenants of all genders. The revisions and additions to the clauses within this rule reflect issues and problems today which affect not just tenants but the wider community. Their inclusion will not just assist the council in managing the safety of tenants but all borough residents.</p>
<b>Religion or Belief</b>	<b>Positive</b>	<p>This proposal will have a positive impact on tenants of all religions and beliefs. The clauses within this rule will enable the council to enforce against those tenants who do park inconsiderately and illegally, as well as those who leave unroadworthy vehicles on the road and on estates, delaying access to homes for emergency services. The clauses relating to the sale, sublet and use of garages and on the storage of goods and materials in the garages will also assist in maintaining the safety of both tenants and the wider community. Breaches of these conditions will result in the council taking appropriate action.</p>
<b>Sexual Orientation</b>	<b>Positive</b>	<p>The changes to these rules will have a positive impact on all tenants regardless of any protected characteristic that they may identify. They are intended to keep both the tenants and residents safe.</p>
<b>Disability</b>	<b>Positive</b>	<p>The rule and clauses as amended will have a positive impact on tenants and their households with the conditions updated to reflect areas of concern to tenants and residents, enabling the council to act where there are breaches of these conditions to maintain the safety of both tenants and the wider community.</p>
<b>Gender Reassignment</b>	<b>Positive</b>	<p>This proposal will have a positive impact on tenants and their households within this protected characteristic. This revised rule will enable the council to enforce against tenants who disregard the conditions within the revised rule and contribute to the safety of both tenants and residents.</p>
<b>Marriage and Civil</b>	<b>Positive</b>	<p>The revision of this existing rule will have a positive impact on tenants and their households within this protected</p>

<b>Partnerships.</b>		characteristic. The clauses within this rule will enable the council to enforce against those tenants who do park inconsiderately and illegally, as well as those who leave unroadworthy vehicles on the road and on estates, delaying access to homes for emergency services. The clauses relating to the sale, sublet and use of garages and on the storage of goods and materials in the garages will also assist in maintaining the safety of both tenants and the wider community. Breaches of these conditions will result in the council taking appropriate action
<b>Pregnancy and Maternity</b>	<b>Positive</b>	The changes to these rules will have a positive impact on all tenants regardless of any protected characteristic that they may identify. They are intended to keep both the tenants and residents safe.
<b>Socio-economic</b>	<b>Positive</b>	<p>This proposal will have a positive impact on tenants and their households with regard to their health and well-being. The rules on parking have been updated after many years and reflect the council's approach and parking measures and schemes which have been put in place since the tenancy agreement was last written. The revised rule on parking will give the council and its partners greater powers to enforce against residents who do not observe the terms and conditions set out in the tenancy agreement. Parking within the borough and in and around estates is a frequent complaint of residents – particularly illegal and dangerously parked vehicles and the keeping of unroadworthy vehicles. Not only are these a hazard to both pedestrians and other road users but they can delay and obstruct fire and rescue services. They can also pull down the look and feel of an area. The clauses within this rule are intended to keep tenants and the community safer.</p> <p>The conditions set out in the proposed new tenancy agreement on the sale, sublet and use of garages (including the storage of flammable substances and materials) will also contribute to making neighbourhoods safer for residents. The revision of this rule will enable the council to enforce against tenants who create these problems. A breach of these terms and conditions could result in a demotion of a tenancy and further enforcement action</p>

## Section 4 – Mitigating Impacts and Alternative Options

From the analysis and interpretation of evidence in section 2 and 3 - Is there any evidence or view that suggests that different equality or other protected groups (inc' staff) could be adversely and/or disproportionately impacted by the proposal?

Yes  No

The majority of rules within this revised tenancy agreement have either a positive or neutral impact across all the protected characteristics.

However, the following proposals within the revised tenancy agreement could affect certain protected characteristics:

**1) A requirement that the tenant consents to a full face, uncovered photograph at the beginning of their tenancy, and in the future, whether at the tenant's home or at our offices**

The inclusion of this clause within the proposed revised tenancy agreement is justifiable because it will assist the council in preventing tenancy fraud (the illegal subletting of a council property and right to buy fraud). The council has a duty to protect the public purse and to ensure that the tenants in the most housing need are provided accommodation. Council housing stock is a decreasing asset for which demand outstrip supply. Any means that the council has available to detect and prevent fraud will serve to ensure that the council's limited supply of homes for social rent accommodate those in genuine housing need.

**2) Gardens - tenants will be recharged for the costs of clearing overgrown gardens and for the removal of items dumped in their gardens.**

These clauses place greater responsibility and impetus on tenants to maintain and look after their homes and gardens.

Recharging tenants for the costs often born by the council when a tenant moves out will encourage tenants to look after their home throughout their tenancy and will reinforce that they cannot leave unwanted goods behind. Unauthorised changes and damage to the property by an outgoing tenant often leads to additional costs to the council where a property must be repaired for a property to be in a lettable condition. This can also slow down the speed with which a property can be relet, resulting in a loss of rental income for the council as well as delaying an applicant or a household from acquiring a much-needed social housing home. Often goods left behind have are held in storage for a set period and this can rack up additional costs to the Housing Revenue Account.

Recharging tenants the costs of clearing overgrown gardens and for removing items dumped and left out in their garden will encourage tenants to adhere to this obligation. Where this is a frequent occurrence, it may also provide an indication that the tenant is not able to sustain their tenancy and that the property is no longer suitable for the tenant's needs. This is not always something that officers would pick up on, unless this was picked up on an estate inspection or from following up on complaints from neighbours.

At a time where local authorities are balancing their books carefully following the pandemic, the four-year 1% reduction in social housing rents (in 2016-2020), the income generated back into the Housing Revenue Account will reduce the impact of these costs on the Housing Revenue account detracting resources away from other necessary maintenance and improvement projects for the council's social housing stock. It is not justifiable that the council should use the

income derived from rents to upkeep the minority of tenants who do not take responsibility for their home and/or their garden, depriving the council of the opportunity to reinvest in the council stock for the benefit of all tenants.

## **Section 5 – Quality Assurance and Monitoring**

**Have monitoring systems been put in place to check the implementation of the proposal and recommendations?**

Yes  No

**How will the monitoring systems further assess the impact on the equality target groups?**

The monitoring of these proposals and their impact on tenancy management and sustainment will be used to inform future revisions of the council's tenancy agreement. This information will be used to inform future operational practice to mitigate any unintended disproportionate consequences arising from the proposed revised tenancy agreement

**Does the policy/function comply with equalities legislation?  
(Please consider the **OTH objectives** and **Public Sector Equality Duty** criteria)**

Yes  No

**If there are gaps in information or areas for further improvement, please list them below:**

There are data gaps in the data concerning the following protected characteristics:

- Sexual Orientation
- Gender Reassignment
- Marriage and Civil Partnerships
- Pregnancy and Maternity

**How will the results of this Equality Analysis feed into the performance planning process?**

The steps suggested in this Equality Analysis, within the action plan, aim to mitigate any adverse impact of the proposed revisions to the council's tenancy agreement on all council tenants and will be considered as part of the operational and monitoring arrangements between the Council and Tower Hamlets Homes.

## Section 6 - Action Plan

As a result of these conclusions and recommendations what actions (if any) **will** be included in your business planning and wider review processes (team plan)? Please consider any gaps or areas needing further attention in the table below the example.

Recommendation	Key activity	Progress milestones including target dates for either completion or progress	Officer responsible	Progress
<p>Provide adequate notice of the council's intention to revise its tenancy agreement</p>	<p>The council will consult tenants to ensure that all proposed changes in the tenancy agreement are known and that tenants understand the legitimate justifications for these revised rules.</p>			
<p>Ensure that council officers and its partner organisations can explain the impacts and provisions put in place to mitigate any disproportionate or negative association behind the proposals.</p>	<p>Tenants are signposted to advice and support to reassure of the justifiable intentions of the proposals particularly around the clause to photograph tenants which may cause concern around faith groups – by speaking to local places of worship/faith groups and highlighting how this benefits all tenants in the prevention of tenancy fraud.</p>			
<p>Tower Hamlets Homes and the council monitor the key revisions in the tenancy agreement looking also at the protected characteristics.</p>	<p>These include:</p> <ul style="list-style-type: none"> <li>• The number of actions/interventions made by the council where a breach of the tenancy agreements terms and conditions has</li> </ul>			

occurred.

- The number of evictions and the reasons why eviction action has been taken following a breach of the revised tenancy agreement terms and conditions.
- The number of tenants who are recharged for garden maintenance and the removal of rubbish dumped in their garden
- The number of tenants supported by any discretionary scheme to negate the costs of garden maintenance and the clearance of rubbish
- The number of tenants who are recharged the costs bringing their home up to a lettable standard when vacating their council home.
- The number of tenants recharged for the removal of gates, grilles and doors installed without the council's permission

Ensure that clear guidance has been developed on rechargeable repairs during and at the end of tenancy.

Revise the THH Tenants handbook to include a section on rechargeable repairs

Consider developing a 'Vacating Standard' which specifies the

Include information on the Vacating Standard on the THH

<p>obligations on tenants to ensure that when relinquishing a council tenancy, the home is in a lettable condition.</p> <p>Consider a discretionary scheme to assist vulnerable residents who would not be able to repay these costs. Look at a repayment scheme to recover costs spent and review/create a 'write-off' policy.</p> <p>Consider a discretionary scheme to assist tenants who are unable to maintain their gardens who do not have other household members or family/friends nearby and cannot afford to pay the rechargeable cost of garden maintenance.</p> <p>Develop a clear policy on the storage of goods left by tenants in properties that they have vacated to negate the impact that these costs have on the Housing Revenue Account.</p>	<p>website and include details in the Tenants Handbook</p>			
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## Appendix A

### (Sample) Equality Assessment Criteria

Decision	Action	Risk
As a result of performing the analysis, it is evident that a risk of discrimination exists (direct, indirect, unintentional or otherwise) to one or more of the nine groups of people who share <i>Protected Characteristics</i> . It is recommended that the use of the policy be suspended until further work or analysis is performed.	<b>Suspend – Further Work Required</b>	Red 
As a result of performing the analysis, it is evident that a risk of discrimination exists (direct, indirect, unintentional or otherwise) to one or more of the nine groups of people who share <i>Protected Characteristics</i> . However, a genuine determining reason may exist that could legitimise or justify the use of this policy.	<b>Further (specialist) advice should be taken</b>	Red Amber 
As a result of performing the analysis, it is evident that a risk of discrimination (as described above) exists and this risk may be removed or reduced by implementing the actions detailed within the <i>Action Planning</i> section of this document.	<b>Proceed pending agreement of mitigating action</b>	Amber 
As a result of performing the analysis, the policy, project or function does not appear to have any adverse effects on people who share <i>Protected Characteristics</i> and no further actions are recommended at this stage.	<b>Proceed with implementation</b>	Green: 