

SERVICE TENANCIES

1. INTRODUCTION

- 1.1 The essence of a Service Tenancy is that it be an absolute requirement that the postholder should reside at a prescribed address **for the better performance of their duties** and not for administrative or other convenience.
- 1.2 Service Tenants may be Resident Wardens, Caretakers, Leisure and Youth staff, or employees in **any** discipline where the duties/responsibilities are such that it is required that the employee live at or near to the place of work for the better performance of his/her duties. The requirement must be included in the Contract of Employment and a separate Tenancy Agreement should be entered into in every case.

2. CATEGORIES OF SERVICE TENANT

There are a number of categories of Service Tenant but the only difference lies in the degree of payment by the tenant. They are:-

2.1 Community Services and Housing

Wardens of Sheltered Schemes and Caretakers on Housing Estates who are required to live in a designated house or flat. Such accommodation is rent free in lieu of any overtime which may be worked, but the employee is responsible for any gas/electricity charges.

Where Caretakers are in receipt of an emolument, this is taken into account for Superannuation purposes.

2.2 Children's Service

School Caretakers may be required to live in accommodation within the vicinity of the school. In some instances if the accommodation is not on site, it can be provided by Housing on permanent loan to Children's Service. Not all School Caretakers have a Service Tenancy. It should be noted that:-

- Caretakers of Voluntary-Aided Schools are employed by the Governors, not by the Council; and
- accommodation is sometimes provided by the Council in respect of a Caretaker employed by the Governors of a Voluntary-Aided School. In this case, a variation is required to the Service Tenancy Agreement.

All Caretakers in schools – whether Council or Voluntary Aided – pay a standard charge.

2.3 Emolument Value

In other Service Areas, service tenants do not have rent and rate free accommodation. Instead, a rent for the dwelling is agreed with the Chief Finance Officer and this is usually deducted from salary.

The charge may be subject to an Emolument Value. In this context, Employment Value is a percentage reduction of the economic rent for the property to be occupied. The percentage reduction is dependent entirely upon a scale of emolument values determined by the Chief Finance Officer and approved by the

General Functions Committee. This is the emolument value for Superannuation purposes.

3. COUNCIL TAX

No deductions are made in respect of Council Tax payments in respect of the property occupied.

4. CREATION OF A SERVICE TENANCY

4.1 Advertising

When drawing up advertisements where a Service Tenancy is involved, particular attention should be paid to the inclusion of information on the size of accommodation available, i.e. number of bedrooms. The Council has a strict policy on the keeping of pets in flats and certain other types of property, and it is therefore recommended that advertisements should state whether pets may be kept.

4.2 Interview Procedure

It is important that, at interview, candidates are made aware of the fact that they will be required to reside at an address to be designated by the council for the better performance of their duties. Unless absolutely impossible, it is important that candidates who are being seriously considered for appointment should be able to view service accommodation with their partner before a firm offer of appointment is made. Prior to interview, the gross value of the property's charge should be established with the Chief Finance Officer (Income Section) in order that the candidates can be advised of this charge and of any current emolument value, both as a percentage and as the sum which is taken into account for superannuation purposes.

4.3 Candidates must also be made aware of the council's policy on the re-housing of former service tenants at retirement (see Appendices attached), and also of the position regarding re-housing if promoted or transferred to a post which has no residential requirement.

4.4 In Service Areas where there are service tenancies, accommodation will have been set aside specifically to be used for the purpose, for example, Warden accommodation in Sheltered Schemes, Caretakers' dwellings in schools. In instances where the previous postholder is still residing in the designated accommodation, or the property is not available for occupation (for whatever reason), **the candidate should be told that, subject to availability, temporary housing may be provided, under the same terms and conditions**, until such time as the service accommodation is available for letting.

4.5 The administrative processes for the letting of such premises to service tenants will vary between Service Areas, but should be undertaken in liaison with HR to ensure that file records are maintained. It is critical that the Chief Finance Officer (Income Section) be advised of any movement/change of status to any of these properties.

5. STATEMENT OF EMPLOYMENT PARTICULARS

In order to avoid creating a secure tenancy, it is essential that, in the case of both incoming service tenants and those moving to new accommodation, the Statement of Employment Particulars includes the paragraph "Service Tenancy".

6. TENANCY AGREEMENT

6.1 Incoming tenants are required to sign (witnessed by an independent person) a Service Tenancy Agreement. Tenants should first be sent a draft agreement for approval with guidance that they seek independent legal advice on the document. The final document should be prepared in duplicate and both parts signed by all parties and exchanged before the tenancy commences.

6.2 With regard to Adult Social Services, Housing and Children's Service School Caretaker lettings, the Tenancy Agreement is completed within the HR forwarded to Corporate Governance for signature by the Chief Executive or an authorised signatory. In all other cases, appropriate details must be forwarded to the Legal Services Division for completion of the necessary document prior to occupation.

6.3 It is imperative that the Service Tenancy Agreement is signed by the prospective tenant before tenancy commences.

7. LIABILITY FOR HEATING CHARGES, ETC

7.1 In the main, it is the service tenant's responsibility to pay any accounts received for heating and lighting. The exceptions are those Children's Service Caretakers whose accommodation is actually within a school building, thereby using the school heating. In such cases, a predetermined charge is made for electricity. Incoming service tenants should be made aware at interview of their individual responsibility for such charges.

7.2 Telephone arrangements are at the discretion of the employing Service Area.

8. RESPONSIBILITY FOR REPAIRS

8.1 Where no element of property betterment is likely to occur, small day to day repairs may be undertaken by tenants. The council is responsible for major repairs and Service Tenants should be advised on commencement of employment of the procedure in their Service Area for the notification of faults/defects.

8.2 These provisions do not apply to Children's Service Caretakers whose schools have delegated budgets.

9. TERMINATION OF SERVICE TENANCY

There are a number of situations in which it will be necessary to re-house tenants who are or have been in Service Tenancies. They are:-

9.1 Promotion to another resident post

Sheltered Housing Wardens and Housing Estate Caretakers who are required to vacate one service property in order to move into another upon promotion will be required to enter into a new Tenancy Agreement provided that the promotion requires him/her to occupy a service property for the better performance of

his/her duties. In the case of Sheltered Housing Wardens and Housing Estate Caretakers who are required to vacate a Service property upon taking up another resident appointment with the Authority, the Central Resources Section of the Housing Service must be informed of:

- vacation date of the currently occupied dwelling, and
- occupation date for the new dwelling. In other Service Areas similar procedures will apply, and HR Unit should familiarise themselves with these procedures.

9.2 Promotion to a post without resident accommodation

It is essential that Service Tenants, who are being considered for promotion to posts which are non-resident, be fully informed of the council's policy with regard to re-housing. Particularly where circumstances prevent the immediate re-housing of an employee in this category, he/she must be advised that, once the non-resident post has been accepted, the Service Tenancy will cease and the economic rent and rates will be charged upon the property until re-housing is effected.

9.3 Resignation

It is important to appreciate that, when a Service Tenant resigns his/her appointment, the Service Tenancy ceases. In certain circumstances, re-housing of such tenants is possible. Refer to Appendix B. If occupation of service accommodation continues, pending re-housing, it is imperative that the procedure is followed.

9.4 Voluntary Severance

Strict adherence to the procedure is also necessary where a Service Tenant leaves the Council's service under the Voluntary Severance Scheme, provided the employee has sufficient length of service

9.5 Retirement

Whether the retirement is at age 65, through the Council's Early Retirement Scheme, or because of ill-health, if there is a responsibility to re-house in accordance with the Council's policy, it is essential that the procedure is followed.

9.6 Dismissal

When a Service Tenant is dismissed from the council's service, the Service Tenancy will of course cease immediately, there **may** be a responsibility to re-house. Nevertheless, action must be taken at once at the same time as dismissal. Where a re-housing responsibility does exist, and until such time as re-housing can be effected, the full rent and rates will be charged on the Service accommodation.

10. Removal Expenses

The council will pay reasonable removal expenses for newly appointed employees moving into Service accommodation. This will also apply where Service Tenants are required by the council to change their residence. The attention of HR is drawn to the policy on Relocation (Removal) Expenses, with particular reference to payment of Expenses upon leaving the Authority's service.