



Equality Impact Assessment (EIA) Form **'Knowing you customers needs'**

Background

An Equality Impact Assessment is an improvement tool. It will assist you in ensuring that you have thought about the needs and impacts of your service/policy/function in relation to the protected characteristics. It enables a systematic approach to identifying and recording gaps and actions.

Legislation - Equality duty:

As a local authority who provides services to the public, Melton has a legal responsibility to ensure that we can demonstrate having paid due regard to the need to:

- Eliminate discrimination, harassment and victimisation
- Advance Equality of Opportunity
- Foster good relations

For the following protected characteristics:

1. Age
2. Disability
3. Gender reassignment
4. Marriage and civil partnership (when providing services)
5. Pregnancy and maternity (when providing services)
6. Race
7. Religion and belief
8. Sex
9. Sexual orientation

What is prohibited?

1. Direct discrimination, including by association and perception.
2. Indirect discrimination – now covers all characteristics.
3. Pregnancy and maternity discrimination.
4. Harassment.
5. Third party harassment.
6. Discrimination arising from disability.
7. Duty to make reasonable adjustments.

Title of the policy	Proposed Revised Tenancy agreement
Is it new or exiting?	New
Date	16 th December 2014
Officer undertaking EIA	M Shields
Who else is involved in undertaking this assessment?	R Browne

1. Overview of policy/function being assessed

<p>A. Outline: What is the purpose of this policy? (specify aims and objectives)</p> <p>A decision was taken to make a number of amendments and additions to the current Council secure tenancy conditions</p> <p>The tenancy agreement sets out the rights and responsibilities of both tenants and the Council or its managing agents in respect of the Council's housing stock. The revised tenancy agreement will allow the Council to effectively manage the Council's housing stock to allow tenants to peacefully enjoy their home and to protect the Council's assets. It will allow appropriate and effective action to be taken against tenants who breach the terms of the agreement. The revised agreement will allow MBC to instigate the full powers to tackle issues of anti-social behaviour.</p> <p>The current agreement has become outdated and the new draft agreement encompasses new legislation increasing the rights of landlords to take action against tenants who fail to comply with its terms and will support new initiatives and working practices.</p> <p>Further consultation with officers of MBC and the Council's ASB and Legal Team has also revealed a need to amend and insert conditions that deal with:</p> <ul style="list-style-type: none"> The process involved when informing a tenant of the Council's intention to seek possession Instances where belongings are left in a property at the end of a tenancy Notifying the Council if a tenant is vacating a property for an extended period of time Keeping pets in properties <p>The revised tenancy agreement is currently being approved and the process of implementation can then be followed</p>
<p>B. What specific groups is the policy designed to affect/impact?</p> <p>This policy is aimed at existing secure tenants and future tenants</p>
<p>C. Which groups have been consulted as part of the creation or review of the policy?</p> <p>Tenant forum executive committee Legal Services and the Police in relation to formal enforcement action Advice from national organisations (CIH)</p>

In compliance with Section 103 of the Housing Act 1985, a Preliminary Notice will need to be served on every Council tenanted household in the borough

This Notice outlines in detail the proposed changes and encouraged persons to forward their comments and concerns via a number of cost free sources. These will include a free post envelope web link to the Councils Website & The customer services telephone line.

All revisions to the tenancy agreement have been checked against the Office of Fair Trading guidelines on unfair terms in tenancy management agreement to ensure they meet the test of fairness within the guidance.

2. What we already know and where there are gaps

A. What existing information/data do you have/monitor about different diverse groups in relation to this policy? This could consist of previous EIA's, reports, consultation, surveys, demographic profiles etc.

Ethnicity: Demographic Profiles

Disability: Demographic Profiles

Age: Demographic Profiles

Gender: Demographic Profiles

LSR online

Customer Reports via Business Objects

Customer Satisfaction Survey, Neighbourhood profile

B. What does this information/data tell you about diverse groups? If you do not hold or have access to any data/information on certain/all diverse groups, what do you need to begin collating/monitoring? (please list)

Numbers of Council tenanted households

Rent account balances

Numbers of households receiving specific Benefits, e.g. Families in receipt of Housing Benefit

Numbers of single people living in Council properties

Age of Tenants and family members

Properties converted or purpose built for disabled use

Ethnicity of tenants living in Council properties

3. Do we need to seek the views of others and if so, who?

A. In light of the answers you have given in question 2, do you need to consult with specific groups? If not please explain why.

Before serving a notice of variation on the tenant The Council shall serve a preliminary notice Inviting the tenant to comment on the proposed variation within such time, specified in the notice, as the Council considers reasonable.

We are looking to consult with the following agencies to review our practises and proposed draft tenancy agreement.

Age UK

Citizen Advice Bureau

Clockwise Credit Union

Money Advice Service

4. Assessing the impacts

	In light of any data/consultation/information and your own knowledge and awareness, please identify whether the policy has a positive or negative on the groups specified and whether there is evidence of discrimination. Provide an explanation for your decisions. (please refer to the general duties on the front page)			
<u>Diversity Groups</u>	<u>Positive impacts</u> Intentional / Unintentional	<u>Negative impacts</u> Intentional /	Is there evidence of direct/indirect	<u>Comments/explanation</u> Use data to evidence

		Unintentional	discrimination?	
Age			No	A large proportion of residents are over the age of 55 years.
Disability (physical, visual, hearing, learning disability, mental health)			No	Visually impaired – provision of taped / Braille versions of the Tenancy agreement and notice. Once identified as having this need the liable person is sent information in the appropriate format. A number of households that have had adaptations
Gender / Sex	The Proposed tenancy agreement clearly states that any nuisance annoyance or harassment on the grounds of gender/sex is a breach of tenancy		No	
Religious Belief	The Proposed tenancy agreement clearly states that any nuisance annoyance or harassment on the grounds of religion is a breach of tenancy		No	
Racial Group	The Proposed tenancy agreement clearly states that any nuisance annoyance or harassment on the grounds of race is a breach		No	

	of tenancy			
Sexual Orientation	The Proposed tenancy agreement clearly states that any nuisance annoyance or harassment on the grounds of sexual orientation is a breach of tenancy		no	
Transgender	The Proposed tenancy agreement clearly states that any nuisance annoyance or harassment on the grounds of transgender is a breach of tenancy		No	
Other protected groups (pregnancy & maternity, marriage & civil partnership)	The proposed tenancy agreement states that any harm or nuisance towards others residing in or visiting the locality is a breach of tenancy		No	
Other socially excluded groups (low literacy, offenders, priority neighbourhoods, etc)	The proposed tenancy agreement states that any harm or nuisance towards others residing in or visiting the locality is a breach of tenancy		No	
All				

5. Action Plan

Please include any identified concerns/actions/issues in this action plan: <i>The issues identified should inform your Service Plan and, if appropriate, your Consultation Plan</i>			
Question Number (Ref)	Action	Responsible Officer	Target Date
3	To arrange meetings to consult with agencies regarding the proposed tenancy agreement	MShields	May 2014
1	Consult with every existing secure tenant	M Shields	Jan - Mar 2015
1	Make any changes to the proposed tenancy agreement once any responses have been received	M Shields	Mar 2015

6. Who needs to know about the outcomes of this assessment and how they will they be informed

	Who needs to know (Please tick)	How they will be informed (we have a legal duty to publish EIA's)
Internally (employees & EIA Scrutiny group)	*	Via Equality Steering Group
Externally (service users, stakeholders etc)	*	Via Internet
Others	*	Via Freedom of Information request
To ensure ease of access, what other communication needs/concerns are there?	*	

7. Conclusion (to be completed and signed by the [Head of Service](#))

Please delete as appropriate
I agree with this assessment / action plan
If <i>disagree</i>, state action/s required, reasons and details of who is to carry them out with timescales:
Signed (Head of Service):
Date:
1

8. Internal Scrutiny (to be completed and signed by an independent [member of the third tier manager group](#))

Please delete as appropriate
I agree / with this assessment
If <i>disagree</i>, state action/s required, reasons and details of who is to carry them out with timescales:

Signed (third tier manager):

Date:

[Please ensure that this EIA is publicised on the Internet](#)