

ONCHAN DISTRICT COMMISSIONERS

*Hawthorn Villa,
79 Main Road, Onchan.*

ORDINARY MEETING

7th July 2022

Sir/Madam

You are hereby summoned to attend an **ORDINARY Meeting of the Authority** to be held in the Boardroom at **HAWTHORN VILLA, 79 MAIN ROAD, ONCHAN** to transact the undernoted business on:

Monday 11th July 2022

7:00 pm - Board Meeting

which will be followed by a meeting of the Board sitting **IN COMMITTEE**. Items on this agenda marked **(P)** will be considered in private, and correspondence is circulated separately.

Please note that the minutes referred to in the agenda have yet to be confirmed by the Authority as a true and correct record of proceedings at the various meetings, and will be published after ratification.

Yours faithfully



R. PHILLIPS
ACTING CHIEF EXECUTIVE/CLERK

AGENDA

The order of business at every meeting of the authority shall be in accordance with that laid down in Standing Order No. 24 unless varied by the Chairman at his discretion (with the exception of items 1, 2, 3 or 4 which cannot be varied) or by a resolution duly moved and seconded and passed on a motion which shall be moved and put without discussion.

1. To choose a person to preside if the Chairman and Vice-Chairman be absent.

2. To deal with any business required by statute to be done before any other business.

3. To approve as a correct record and sign the Minutes of the:-

3.1 Minutes of the Ordinary Meeting held on the 27th June 2022 (Appendix 3.1)

4. To dispose of any relevant business arising from such minutes if not referred to in the Minutes of any Special Committee:-

None.

5. To dispose of any relevant business adjourned from a previous meeting:-

5.1 (P) Staff Minutes of the Ordinary Meeting held on the 13th June 2022 (Appendix 5.1)

6. To deal with any business expressly required by statute to be done:-

None.

7. To consider any planning decisions/communications from the Department of Infrastructure Planning Committee:-

7.1 Plans for Consideration (Appendix 7.1)

	PA Reference	Applicant/Address	Return Date
(a)	PA 22/00717	Mr & Mrs S Campbell - 24 Wentworth Close	15 th July 2022
(b)	PA22/00740	Mr C Ring - 5 King Edward Bay Apartments	15 th July 2022
(c)	PA 22/00761	Mr D C Metcalfe - 72 Birch Hill Crescent	15 th July 2022
(d)	PA 22/00105	Mr N Beaumont - 50 Derwent Drive	15 th July 2022
(e)	PA 22/00217	Mr M Williams - 33 Summerhill Road	15 th July 2022
(f)	PA22/00682	Mr L Raybould - Former Howstrake Holiday Camp	22 nd July 2022

(h)	PA 22/00699	Mr P Collins - 36 King Edward Park	29 th July 2022
(i)	PA 22/00816	Southwinds, Church Road	29 th July 2022
(j)	PA 22/00318	Mrs A Kneen - 5 Howstrake Drive	29 th July 2022

8. Finance & General Purpose Matters:-

None.

9. Consideration of any report from the Clerk or other Officer:-

- 9.1 Maternity Leave Policy & Procedure – Update *(Acting Chief Executive/Clerk to report)*
- 9.2 (P) Land Purchase Request *(Appendix 9.2)*

10. Consideration of any relevant correspondence (already circulated unless indicated):-

- 10.1 His Excellency Lieutenant General Sir John Lorimer – Thank you letter *(Appendix 10.1)*
- 10.2 Report of Waste Strategy *(Appendix 10.2)*
- 10.3 (P) Eastern Civic Amenity Site *(Appendix 10.3)*

11. To answer questions asked under Standing Order 34:

To be confirmed.

12. To consider Motions in the order in which notice has been received:-

(Note: See Standing Order No. 26)

None.

13. Environmental & Technical Services Matters:-

None.

14. Housing Matters:-

- 14.1 Fixed Term Tenancies – Guidance Document *(Appendix 14.1)*
- 14.2 Commissioners Surgeries *(Acting Chief Executive/Clerk to report)*

15. Chairman's Announcements:-
Dates for Diary

Date	Organisation	Event	Time
11 th July 2022	Onchan District Commissioners	Board Meeting	7:00 pm

25 th July 2022	Onchan District Commissioners	Board Meeting	7:00 pm
2 nd August 2022	Onchan District Commissioners	Commissioners Surgery –Springfield Court, Commissioners Turton and Quirk attending	2:00 pm to 3:00 pm
6 th August 2022	Onchan District Commissioners	Commissioners Surgery – The Hub	10:00 am to 12 noon
8 th August 2022	Onchan District Commissioners	Board Meeting	7:00 pm
22 nd August 2022	Onchan District Commissioners	Board Meeting	7:00 pm

16. Any other URGENT business as authorised by the Chairman for consideration:-

16.1 (P) Staffing Matter – Recruitment

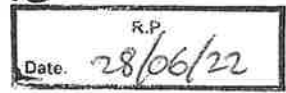
PLANS LIST

Board Meeting to be held on 11th July 2022
The Acting District Surveyor recommends the following:-

Planning Application	Applicant/Address	Description
PA 22/00717 Return Date 15/07/22	Mr & Mrs S. Campbell 24 Wentworth Close	Increase driveway and widen existing vehicle access.
	Recommendation - Approve	
PA22/00740 Return Date 15/07/22	Mr C. Ring 5 King Edward Bay Apartments	New gable window to bathroom.
	Recommendation - Approve	
PA 22/00761 Return Date 15/07/22	Mr D.C. Metcalfe 72 Birch Hill Crescent	Erection of detached domestic building.
	Recommendation - Approve	
PA 22/00105 Return Date 15/07/22	Mr N. Beaumont 50 Derwent Drive	Creation of hardstanding and dropped kerb access. (amended plans) .
	Recommendation - Approve	
PA 22/00217 Return Date 15/07/22	Mr M. Williams 33 Summerhill Road	Erection of single storey front and rear extensions, installation of pitched roof to garage and widening of existing driveway and vehicular access. (amended plans)
	Recommendation - Approve	
PA22/00682 Return Date 22/07/22	Mr L. Raybould Former Howstrake Holiday Camp	Reserved Matters Application PA 21/01435/B for erection of a dwelling and associated ancillary accommodation.
	Recommendation – Approve	
PA 22/00699 Return Date 29/07/22	Mr P. Collins 36 King Edward Park	Installation of sliding doors and decking area, blocking up door to rear.
	Recommendation – Approve	
PA 22/00816 Return Date 29/07/22	Southwinds, Church Road	Second floor extension to front and rear with balcony to the front, erection of a single storey extension to the front and side with glazed balcony and the installation of replacement doors, windows and roof.
	Recommendation – Defer (notify Nos 45, 47 & 49 Buttermere Drive)	

PLANS LIST

PA 22/00318 Return Date 29/07/22	Mrs A. Kneen 5 Howstrake Drive	Rear dormer extension. (amended plans)
	Recommendation – Approve	



HIS EXCELLENCY LIEUTENANT GENERAL SIR JOHN LORIMER KCB DSO MBE

THE LIEUTENANT GOVERNOR
GOVERNMENT HOUSE
ISLE OF MAN
IM3 1RR

28 JUN 2022

26th June 2022

Dear Kathryn,
Just a short note,
to say how much Lady Lorimer
and I enjoyed the Orchard
Party in the Park.

It was lovely to
see everyone enjoying the
afternoon and the lovely weather.
Shame about the high winds,
because I am sure that the

bouncy castles would have been
very popular with the children.

Please could you pass
on our best wishes and thanks
to everyone involved in organising
the event. These types of
gatherings do not just happen
by magic, so I imagine that a lot
of hard work was done before,
after and on the day.

I look forward to
seeing you during Tynwald week.

With best wishes,

Yours sincerely,

John Lander

Ross Phillips

From:
Sent: 29 June 2022 10:27
To: Ross Phillips
Subject: July Tynwald - Report of Waste Strategy

Good Morning Ross,

A report on the island's Waste Strategy will go before Tynwald in July.

[2022-GD-0054.pdf \(tynwald.org.im\)](#)

I would welcome the views of ODC's especially around policy 8, which again is looking at possibly a single or regional waste collection service – if you read between the lines....

Kind regards

House of Keys Member for Onchan

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Isle of Man. Giving you freedom to flourish

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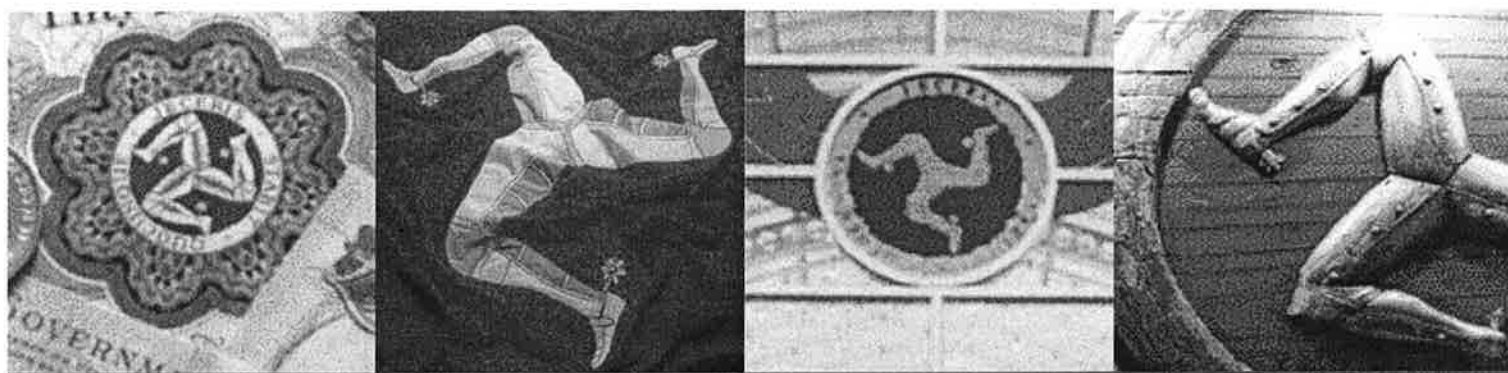
RAAUE: S'preevaadjagh yn çhaghteraght post-l shoh chammah's coadanyn erbee currit marish as ta shoh coadit ec y leigh. Cha nhegin diu coipal ny cur eh da peiagh erbee elley ny ymmydey yn chooid t'ayn er aght erbee dyn kied leayr veih'n choyrtagh. Mannagh nee shiu yn enmyssagh kiarit jeh'n phost-l shoh, doll-shiu magh eh, my sailliu, as cur-shiu fys da'n choyrtagh cha leah as oddys shiu.

Cha nel kied currit da failleydaghy ny jantagh erbee conaant y yannoo rish peiagh ny possan erbee lesh post-l er son Rheyynn ny Boayrd Slattyssagh erbee jeh Reiltys Ellan Vannin dyn co-niartaghey scruit leayr veih Reireyder y Rheyynn ny Boayrd Slattyssagh t'eh bentyn rish.



Isle of Man
Government

Reillys Ellan Vannin



Report on Waste Strategy

Department of Infrastructure

May 2022

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Foreword

To the Hon Laurence Skelly, MLC, President of Tynwald, and the Hon Council and Keys in Tynwald assembled.

At its sitting in July 2018 Tynwald approved a new Waste Strategy for the Island, replacing the IOM 2012-2020 Waste Policy and Strategy. The focus and format of the 2018 Waste Strategy reflects the context within which the Isle of Man as an island and an independent jurisdiction aims to manage its waste sustainably and economically.

The 2018 Strategy format was flexible, responsive and iterative. By design, easily updated as data and information became available and provides a mechanism for responding to issues as they arise.

This report provides an update on the implementation of the 2018 Waste Strategy. Describes the actions the Department will take forward and includes a recommendation to have an independent "Strategic Needs Waste Assessment" carried out to determine our Islands future Waste infrastructure and regulatory framework.

The Department has produced the following report in accordance with the actions placed on the Department through the Island Plan.

**Hon T Crookall MHK
Minister for Infrastructure**

1. Introduction

- 1.1. In August 2018 Tynwald approved the 2018 Waste Strategy. Comprised of a set of Core Policies and a Hierarchy of Infrastructure (Appendix 1), the WS was to be informed by a series of Technical Reports which would be updated on a continual basis. The WS would be underpinned by baseline data on waste arisings and waste facilities, with any over or under capacity in provision of facilities identified in the Annual Statement of Need. The ASoN would provide the evidence required to plan for new, or expansion of existing, waste facilities.
- 1.2. The composite WS format was intended to ensure the Island's waste strategy remained contemporary and relevant. The ability to update data and supporting technical information, and commission and publish specific research, on an on-going basis, would ensure the WS remained relevant. The WS aim was to deliver an Island specific waste management system that was both affordable and deliverable (Appendix 2). The WS identifies a hierarchy of national waste infrastructure (Appendix 3)
- 1.3. Appended to this Report is a draft Plan and timetable for the initial stage of WS implementation (IOMWS Implementation Plan 2022 v2.xlsx). It includes data, where known, on waste arisings, waste management methods, waste collection systems and waste facilities. It includes a draft Action Plan. Relevant waste reports are listed in tab '2018 Tech Reports'
- 1.4. The priority work streams proposed for this WS initial stage are:

2. Core Policies

- 2.1. The Implementation Plan includes provision for an initial review of Core Policies. This is required to take account of any new or significant changes to existing, relevant legislation.
- 2.2. The only significant legislation is the Climate Change Act 2021 (CCA), with its associated targets and a five year rolling Climate Change Plan 2022-2027 which came into effect 1 April 2022. The Phase 1 Action Plan includes the requirement to 'Review Government policies and align with the delivery of the target set for the Isle of Man to achieve net zero carbon by 2050'. An interim greenhouse gas reduction target of 45% by 2035 has been agreed. Of relevance to waste management the CC Action Plan references the impact of waste collection systems and the recycling of waste [Appendix 4).
- 2.3. The WS identifies that climate change is one of the key drivers for sustainable resources and waste management. The direct link between energy use/greenhouse gas emissions and the rate of extraction of non-renewable ores, minerals and hydrocarbons, growth of raw materials, to make products and consumables was identified in the 1980's. This was the driver for the 'reduce, reuse and recycle' campaign, and is reflected in WS Policy 6 'Managing Resources & the 3Rs'¹. It is not

¹ To be move towards sustainable waste management the Island needs to:

- reduce its reliance on fossil fuels, and this means plastics and goods made from polymers;
- reduce its consumption of rare earth metals;
- reduce the amount of waste it produces;

therefore envisaged that this WS Policy will require amendment, a process that would be subject to Tynwald scrutiny and approval.

- 2.4. Department will however work with key stakeholders to confirm the current WS policy remains fit for purpose, and to progress its implementation. This will take account of the CC Act and Action Plan, and drive to reduce consumption of non-renewable resources, specifically rare earth metals. The WS identifies (page 6, iv) that the 'drivers for the waste hierarchy are resource conservation and reducing carbon emissions'. It identifies that meeting both global aims the Island may 'need to balance, and in some instances prioritise, environmental over economic considerations'.
- 2.5. Working with Zero Waste Scotland the Department has completed high level review of the carbon impact of household waste recycling on Island. Whilst the output from this ZWS review cannot, due to the age and estimates of input data, be used directly to inform a recycling strategy, it could provide a framework for future work.

Action. DOI to:

- i. review the WS Policies to confirm any need for policy revisions
- ii. work with the Climate Change Team to identify how the Waste Strategy 2018 can contribute to the Island's target to reduce carbon emission through
 - a. promotion of waste reduction and reuse
 - b. the segregation of targeted materials for recycling
 - c. a comprehensive review of the current schemes and systems for household waste collection.

3. Key Infrastructure

- 3.1. Ensuring adequate provision of key national waste disposal infrastructure on Island is identified as priority in the WS 'Waste Infrastructure Hierarchy'. There has been no formal review of the need for national waste disposal capacity since the WS was adopted. This needs to be progressed, taking account of the work done previously to identify the need for:
 - 3.1.1. a replacement Secondary Waste Incinerator to manage clinical and hazardous wastes, with contingency provisions for clinical waste management during the period of its development and installation;
 - 3.1.2. an engineered landfill site for hazardous wastes. Confirmation of the types and quantities of wastes to be managed in this engineered facility is still needed. This will need to be progressed with the DEFA as part of the work developing a WS waste database and Strategic Waste Infrastructure Needs Assessment.
- 3.2. The Plan also identifies the need to progress a review of: the capacity for inert waste disposal; and, the strategic disposal method for mixed incinerable wastes post 2029 and future reliance on energy from waste technology.

-
- reduce the hazardousness of that waste.

This will require a change in the way residents, businesses and authorities (national and local) view waste, considering it not as a problem for others to manage (at a cost) but a misuse of the earth's resources and a waste of energy, and this requires a personal, informed response.

Action: DOI to

- iii. secure CAPEX for, and progress procurement of, the replacement Secondary Waste Incinerator, ensuring contingency provisions for clinical waste management during the period of its development and installation
- iv. Work with DEFA to confirm the types and quantities of hazardous waste that need to be managed in a new engineered landfill facility, and the timescale for this facility
- v. progress a review of:
 - a. the capacity for inert waste disposal;
 - b. the strategic disposal method for mixed incinerable wastes post 2029 and future reliance on energy from waste technology.

4. Data

- 4.1. In 2017 one of the major drivers for revising the 2012 Waste Policy and Strategy document was the lack of contemporary, auditable, island specific data on waste. This data (waste arisings and forecasts; waste composition; capacity of existing waste facilities; methods for waste management) provides the evidence base for decision making. Sourcing this baseline data was therefore identified as a priority work-stream in the 2018 WS.
- 4.2. The Plan prioritises the need for a household waste composition analysis to inform decisions about household waste collection and waste recycling schemes. This could be progressed through a two season waste composition audit, taking forward the project planned in 2020 but cancelled due to Covid.
- 4.3. In terms of other priority data; the Department is working with DEFA to expand its database on waste statistics. Building upon the November 2021 report on returns from licenced waste facilities; the DfE and DOI have identified contaminated land as a potential barrier to brownfield site development, and have begun drafting protocols for its identification and management; and, DOI is reviewing options for reducing and managing contaminated dredging's.

Action: DOI to

- vi. Work with DEFA to continue to develop a database of waste arisings, management methods and facilities.
- vii. Commission a household waste composition analysis through a two season waste composition audit

5. Delivering the Strategy

- 5.1. The WS identified (Policy 8²) that there is a financial cost to dealing with waste arisings in an environmentally responsible manner. Some of these costs are currently subsidised by DOI, whilst for others market forces determine charges. The Plan identifies a need to review the current charging strategy for DOI operated facilities, and to explore options for reducing costs through economies of scale (shared services and facilities, joint procurement of services etc). This is particularly relevant to household waste collection services and operation of Civic Amenity sites by Local Authorities. This work also involves a review of the roles and responsibilities for household waste collection and provision of waste service, benchmarked against those of other island jurisdictions.

Action: DOI to

- viii. review the current charging strategy for DOI operated waste facilities
- ix. explore options for reducing waste collection costs specifically for household waste collection services and operation of Civic Amenity sites by Local Authorities
- x. review of the roles and responsibilities for household waste collection and provision of waste service, benchmarked against those of other island jurisdictions.

6. Timetable for Implementation and on-going Review

- 6.1. The rate at which the WS can be implemented, and reviewed, is mainly dependent on the resources available to progress the priority work-streams. Some work streams will require a budget allocation, others are dependent on officer time and availability, or outputs from work streams in other Departments (eg DEFA waste database). The draft plan identifies key stakeholders within Government Departments and, where possible, a best estimate of costs for specific work streams.

7. For Decision

- 7.1. It is recommended that the DOI commissions a "Strategic Needs Waste Assessment" from a third party, this Assessment to consider the following:
- 1. Current and future waste services provision
 - Statutory functions DOI
 - Waste Contracts
 - Landfill provision
 - Recycling (on and off Island)
 - Energy From Waste (Hazardous waste/compatibility)
 - Animal Waste management methods
 - Waste collection and disposal (commercial and household)
 - Local Authority provision of waste facilities and schemes

² 'The Department will continue to work with Local Authorities to explore options for reducing the cost and environmental impacts of waste collection, and for decreasing the amount of potentially recyclable material in residual household waste. This will include considering the potential benefits from shared services, facilities, and schemes, and adopting common standards of operation. The Department will work with Local Authorities to determine how best such initiatives will be progressed.'

- Civic Amenity sites – operation and facilities provision
 - Waste streams current and future (End of life electric vehicles, batteries etc)(Haz)(clinical)
 - DOI charging mechanisms including subsidies
2. DEFA legislative framework; current, future and best practice - IPPC
 - Updating polices (best practice) benchmarking
 - International treaties
 - Trading agreements
 - Circular economy
 3. Waste education, awareness, communication
 4. Climate Change Act/targets, Regs etc
 5. Waste hierarchy for our Island setting, sustainability
 6. Strategic Plan 2016 policies on waste
 7. Market forces vs intervention from Government
 8. Strategy Scenarios of: least cost; maximum sustainability; minimum GHG emissions
 9. The 2018 Waste Strategy, and draft 2018 WS Implementation Plan

The Department of Infrastructure

May 2022

Appendix 1 2018 WS document Core Waste Strategy Policies

The following Core Waste Strategy Policies provide the framework for decision making about: how wastes will be managed; how the impact of managing those wastes will be controlled; the ability of the Island to accommodate businesses producing wastes; the need to ensure the costs of managing those wastes are, with a few exceptions, carried by the producer; and, identifying opportunities for savings in the cost of collecting household waste delivered through economies of scale and standardisation of practices.

Policy 1 Protecting the Environment and Human Health

The management of waste (its collection, transportation, storage, processing, and disposal) has the potential to cause harm to the environment and people, now and in the future. It is imperative that a 21st century waste strategy reflects the need to protect the Islands habitats and people from harm, and to identify and address issues relating to historic waste disposal.

All waste should be managed in accordance with relevant and valid standards to safeguard residents, visitors, flora and fauna, fresh water and marine habitats.

The Departments of Isle of Man Government will identify, monitor, and where necessary manage areas of historic waste disposal.

Policy 2 Island Self-Sufficiency

The Island aims to be self-sufficient in managing its wastes. However it is limited by its physical size and its economy which means it cannot afford to develop bespoke facilities to manage all the wastes it produces. Some waste types, including manufacturing sector by-products, are hazardous and require specialist treatment or disposal in facilities off island. Other materials, such as waste paper or aluminium, need to be exported for reprocessing. Where material are exported for recycling it is important that the energy savings accrued through recycling are not outweighed by the distance the material travels.

The Island will not allow the importation of waste for treatment or disposal. Importing waste would undermine the aims of minimising pollution, protecting the environment, and self-sufficiency. The island will not support the development of new businesses on Island which produce wastes for which there is no management facility, or for which there is a facility but this forms part of the Islands strategic waste infrastructure.

The Isle of Man will aim to be self-sufficient in managing the waste it produces by:

- **only exporting waste for disposal where this is considered to be the best environmental option for that waste and will work to ensure access to that option is maintained**
- **not importing waste**
- **considering the cost and capacity for dealing with waste when looking to facilitate the development of businesses on Island which produce waste for which there is either no disposal or management facility.**

Where waste is exported for recycling, in keeping with the Isle of Man policy of reducing greenhouse gas emissions, the Island will aim to

minimise the distance those materials are transported for primary reprocessing.

Policy 3 Disposal of Residual Incinerable Waste

The Island needs a disposal route for managing its incinerable waste arisings, including mixed household, commercial and clinical wastes. The Energy from Waste Plant is a strategic facility which is designed to accommodate fluctuations in waste arising and to accept a range of waste types. The Facility is currently operated at about 80% capacity. It is considered the most appropriate and reliable option for managing wastes on an Island. The Facility is operated, managed and maintained to European standards. The current contract runs until 2029 but the Facility can, subject to it remaining compliant, continue to operate well beyond that date.

Incineration with energy recovery will remain the primary method for disposing of residual incinerable waste on Island beyond the current facility contract period of August 2029, subject to the facility meeting the required emission and operational standards

The Department will work to utilise the Energy from Waste Facility to dispose of waste which can technically and safely be managed via the incineration process.

Policy 4 Management of Farming Sector Fallen Stock and Meat Plant Residues

The agricultural sector is a key part of the Islands economy, heritage and natural environment. As a by-product of its activities it produces animal wastes which need to be safely managed.

The Animal Waste Processing Plant (AWPP) will continue in its role as the primary strategic method for disposing of animal waste.

Policy 5 Household Waste Recycling

Household waste is known to contain waste packaging and materials which could be separated for recycling. The amount of potentially recyclable material can be identified through baseline waste audits. To deliver an effective household waste recycling strategy the Island needs to target materials, and to ensure that when materials are separated for recycling they are of a high quality to ensure access to recycling markets off island. Benefits can accrue through joint working and by adopting standardised education programmes which promote schemes. The success of those schemes will be measured not by the tonnage of material extracted but the amount of recyclable material remaining in the residual waste stream. There is a need to develop a waste data strategy to ensure the comparability of all household waste data.

The Department, working with others across Government and the Local Authorities, will identify household waste packaging and items that will be targeted for recycling across all Local Authority waste collection areas and will establish limits for the amount of targeted recyclables remaining in the residual household waste stream.

The Departments of Infrastructure and Environment, Food and Agriculture will work with Local Authorities to ensure the auditability of all wastes

collected and managed, and will report comparative recycling performance.

Policy 6 Managing Resources & the 3Rs

To be move towards sustainable waste management the Island needs to:

- reduce its reliance on fossil fuels, and this means plastics and goods made from polymers;
- reduce its consumption of rare earth metals;
- reduce the amount of waste it produces;
- reduce the hazardousness of that waste.

This will require a change in the way residents, businesses and authorities (national and local) view waste, considering it not as a problem for others to manage (at a cost) but a misuse of the earth's resources and a waste of energy, and this requires a personal, informed response.

The Department, working with others, will support decision making by its residents, businesses and Local Authorities by providing information, advice, and where possible research about waste, to inform choice. It will promote the use of recycling schemes.

Policy 7 Reducing the Use of Single Use Plastics

As a sea nation the Island needs to reduce the amount of plastic waste and plastic fibres, the majority originating from single use plastics, entering the marine environment. Single use plastics often represent an unsustainable use of resources and make a significant contribution to global greenhouse gas emissions and environmental pollution.

The Department will support the Department of Environment, Food and Agriculture in delivering the Single Use Plastic Action Plan target of eliminating all unnecessary single use plastics across Government by January 2021.

Policy 8 Ensuring an efficient household waste collection service

There is a financial cost to dealing with waste arisings in an environmentally responsible manner. These costs can be reduced through economies of scale delivered through shared services and facilities or using initiatives such as joint procurement of services. Local Authorities are responsible for the collection of household waste. The Department will work with Local Authorities to identify opportunities for cost savings through shared services and standardisation of practices to realise improvements in the provision of schemes for recycling and a reduction in the environmental impact of waste collection.

The Department has initiated waste working groups with both the officers and the political members of the Local Authorities. It is hoped that through this joint working these groups will provide a forum and a mechanism to explore issues surrounding the household waste collection service to ensure that it offers the most efficient service to the rate payer.

The Department will continue to work with Local Authorities to explore options for reducing the cost and environmental impacts of waste collection, and for decreasing the amount of potentially recyclable material in residual household waste. This will include considering the potential benefits from shared services, facilities, and schemes, and adopting

common standards of operation. The Department will work with Local Authorities to determine how best such initiatives will be progressed.

Appendix 2 2018 Waste Strategy - Department Decision Paper – extract

Developing the Strategy

In developing a Strategy the Island has to reach a balance between assuming a 'clean-sheet, unlimited resources' approach, and an approach that is constrained by existing facilities, waste management schemes, legislation, operational responsibilities, contracts and international relationships. It has to be pragmatic, acknowledging we do not, at present, have the data collection systems or legislation we require, and accommodating the time needed to develop both. It has to be visionary. As a Biosphere Island the Strategy needs to aim for best practice, and to integrate within its policies and practices our response to Global issues such as: climate change; non-renewable resource consumption; and ecosystems and habitats pollution, depletion or destruction. It also needs to recognise that we have a legacy of former waste management sites and an imperative to ensure these are managed and monitored. As an Island, other jurisdictions call on us to be self-sufficient in managing the wastes we produce. However for some wastes 'best practice' means managing these wastes off Island in specialist facilities. This increases both cost and risk, with access to off Island waste schemes and markets being dictated both by external legislation and global commodity prices. The Strategy must be flexible enough to respond to external challenges and change.

The Strategy therefore needs to be:

- **relevant and responsive:** the Strategy needs to be bespoke, and subject to on-going review and revision. The Island manages its waste in a global context over which the Island has no control. The Strategy needs to be able to respond to changes in such markets, as well as revisions in environmental legislation (driven both from off and on Island), and new technologies. In developing its policies and prioritising its Action Plan the Strategy needs to reflect the Island's Biosphere status
- **affordable:** options carry with them a significant, possibly prohibitive, cost. The IOM cannot access external funding for waste management such as the UK producer responsibility and take back schemes.
- **deliverable:** policies and proposals will only be effective if they can be implemented. This may require a change in legislation or introduction of regulations. For example, an integrated household waste recycling system could not be delivered under the existing legislation covering waste collection responsibilities. Decisions taken at an individual Local Authority level about waste collection and waste management are mainly driven by cost, specifically the aim of not increasing rates or of generating income, rather than the wider environmental concerns of conserving resources, reducing energy consumption and carbon emissions. '

Appendix 3 The Waste Strategy - Waste Infrastructure Hierarchy

'The Strategy needs therefore to undertake a pragmatic response to the waste hierarchy to:

- ensure the provision of strategic disposal capacity for residual incinerables, non-incinerable inert and non-incinerable problematic wastes. The need to secure strategic landfill void space for problematic and inert waste is currently identified as the priority work area for infrastructure development
- enable a relationship to be maintained with the UK and other jurisdictions that allows the export for disposal or recycling in the UK, from the Island, of hazardous wastes and targeted non-incinerable, hazardous or high embodied carbon materials;

This produces the Infrastructure Hierarchy (Figure 3), which identifies, in order of priority, the facilities and/or schemes the Island needs to support economic activity and deliver sustainable wastes management.'

The Waste Infrastructure Hierarchy

Order of Priority	Facility/Scheme
1	Disposal capacity for: Incinerable waste (EfW) Non-incinerable waste <ul style="list-style-type: none">- hazardous- problematic- inert
2	Access to Recycling Schemes for: <ul style="list-style-type: none">- hazardous waste- non incinerable waste- high embodied carbon waste (e.g. plastic)
3	Access to Schemes for: reusing waste reducing the amount or hazardousness of waste

Appendix 4 Climate Change Plan - consultation summary

https://consult.gov.im/cabinet-office/climate-change-plan-2022-2027/results/climatechangeconsultationfullreportfinal_14122021_compressed.pdf

Question 33: Do you agree with the proposed actions described (points 1-6) to reduce emissions from waste?

The proposed actions below:

1. Reviewing waste management across the Island and developing a more efficient and proactive approach
2. Quantifying emissions benefits of various waste management and recycling options and developing a clear emissions-based approach to recycling
3. Developing a circular economy strategy to reduce waste and consider the full life cycle of products and considering the need for a Circular Economy Bill.
4. Working across all of the Island to reduce food waste and the wasted emissions which they represent.
5. Ensuring full implementation of the Government and Community Plastics Plans and new plastics legislation.
6. Developing a plan for the safe recycling, storage and disposal of material associated with the transition to net zero, in particular electric vehicle batteries and other storage solutions.

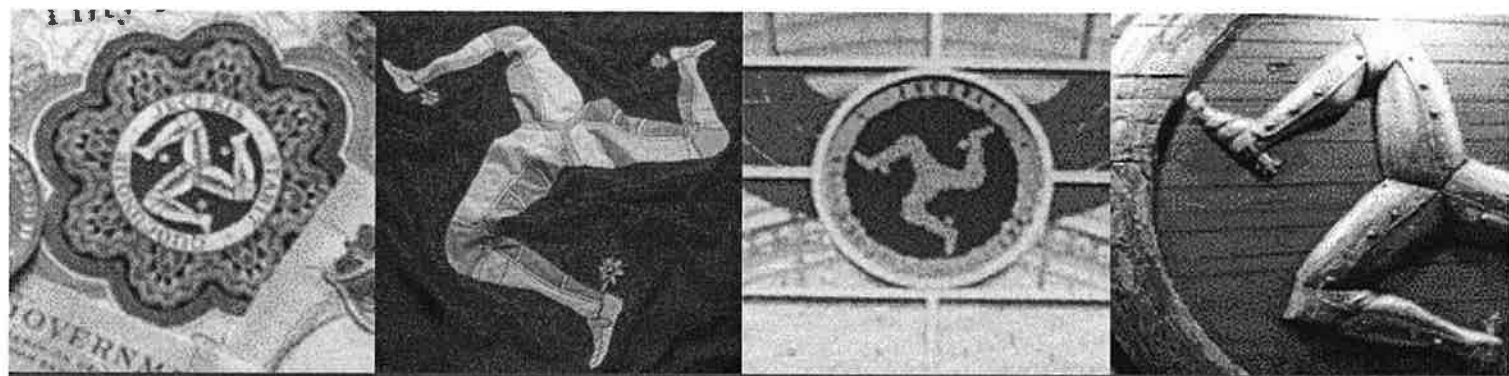
The majority (76%) of respondents supported the proposals. 12% disagreed, with the remainder not answering.

The question included a free text box for comments if the respondent did not agree, along with a section to include additional proposals. Many respondents used these boxes interchangeably to give their comments.

Key themes include:

Circular economy – many respondents were keen to reduce waste in both consumer items and food.

Plastics – this was a polarising topic – on balance, the majority of comments were in support of more regulation of single-use plastics. Some respondents were not happy with the proposals relating to single-use plastics.



Department of Infrastructure
Sea Terminal Building
Douglas
IM1 2RF

MEMORANDUM

TO	ONCHAN DISTRICT COMMISSIONERS
FROM	HOUSING MANAGER
SUBJECT	FINAL GUIDANCE DOCUMENT – FIXED TERM TENANCIES (INTERIM UPDATE)
DATE:	6th July 2022

Dear Commissioners

The attached Guidelines on the Implementation and Management of Fixed Term Tenancies In Public Sector General Housing - Interim Update (the Interim Document).

Background

The Guidelines have been used since the commencement of the five year fixed term tenancy policy, and accepted that is an evolving document.

Current Stance

The Department of Infrastructure has placed some additions in to the document which are highlighted. Local Authority Housing Providers have been requested to accept this document as an interim document, and for officers to use the guidelines. This document will be amended over a period of time, to ultimately form a policy document to be presented to the Minister which will be placed to Tynwald for adoption.

Introductory Tenancies – Agree that this is beneficial to introduce as we have had a greater influx of new tenants breaching their Tenancy Agreements. This 12 month period will continue to focus the tenant to ensure compliance.

Appeals Procedure – Agree with this section.

Area of Concern – Affordability Check

(i) Affordability Check

Tenancy Fixed Term Review is completed at the end of a tenancy. The Interim Document states *that the affordability check should only be done at the end of the 5 year fixed term tenancy, and not through any transfer option.*

Our current policy stance is that a housing review would be undertaken prior to any extension or renewal of an existing tenancy agreement.

It would not seem to be particularly fair to others if someone has more assets and yet there is no requirement to review their position in order to increase the rent until the end of the five year period. The guidance and handbook would need to be updated. Not carrying out this review at tenancy renewal may cause an inequality issue.

Continued ...2

(ii) Transfers

Extract from Interim Document:

When a tenant is transferring from an older version of the tenancy agreement which does not have a fixed term and is transferring to a property, they must be signed up to the new Fixed Term Tenancy. DOI are requesting that the review should only be undertaken at the end of the 5 years.

If a tenant is already on a five year fixed term tenancy and they are transferring to another property, the balance of their five years duration should be brought over to the new tenancy. Financial means should only be completed at the end of the 5 years fixed term.

For both points above, our current policy is review circumstances and affordability check at the housing transfer application stage and prior to confirming the transfer. Undertaking this is not unreasonable and there is currently no statutory basis on which they could oppose this.

(iii) Review of Tenancy

Interim Document refers to just the end of the five year term.

However, our current policy is that a review of circumstances of a tenants is undertaken as and when we have cause for concern or there is a trigger event, and to ensure that the tenant continues to comply with the Public Sector (General Needs) (Allocation) Policy 2019 and the Five Year Fixed Term Tenancy Policy, for example inclusion of a partner, change of name, transfers, etc.

Undertaking this is not unreasonable and there is currently no statutory basis on which they could oppose this.

(iv) Licence to Occupy

Whilst we can understand the issue of a Licence to Occupy in some circumstances, it must be noted that the Court will construe the licence agreement as a lease/tenancy agreement and will treat it as such.

The purpose of the report is to highlight the above to the Board, and that any amendments to the guidelines need to be carefully considered.

The Authority's legal adviser's opinion was sought, and is reflected in the report above.

It is recommended that Onchan District Commissioners:-

- 1. Continue the current policy of reviews to be undertaken as and when required, for example, when there is cause for concern, or through transfers, trigger events and tenancy renewals.**
- 2. Adopt the Guidelines subject to bullet point 1.**
- 3. Adopt the 12 month introductory tenancy for newly allocated tenants.**

Submitted for Board consideration.



A.S. Gale (Mrs)
Housing Manager



Guidelines on the Implementation and Management of Fixed Term Tenancies in Public Sector General Housing

Originally filed:

Approved by:	Gary Kermode, Director, Public Estates & Housing Division	Date	06/05/2022
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Revision History:

No	Date	Author	Amendment
V7.0	XX/05/22		Re-formatted to reflect the layout of other housing guidance documents
			Addition of guidance on 1)Transfers and 2)Appeals Process

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INTRODUCTION

Purpose

The purpose of this document is to outline the Department of Infrastructure's ('the Department') housing policy in respect of implementation and management of fixed term tenancies to ensure publicly subsidised housing is allocated to those people in greatest need.

Scope of Policy

This policy determines how the 5 year Fixed Term tenancy is applied and managed by public sector housing providers, as follows;

- 1) How a tenancy is offered;
- 2) How tenancies are reviewed;
- 3) Reasons why tenancies may not be renewed; and
- 4) The way in which other relevant issues or changes of circumstances will be dealt with.

The policy will be reviewed and updated accordingly upon the introduction of any relevant new policy and legislation and best practice guidance.

This policy applies to all general public sector housing owned and provided by Government or a Local Authority. This policy does not apply to Older Persons (Sheltered) Housing.

Legal/Policy Framework

These guidelines are underpinned by the requirements of the following Legislation and Codes of Practice:

- Housing Act 1955
- Housing (Miscellaneous Provision) Act 1976
- Housing (Miscellaneous Provision) Act 2011
- Local Government Act 1985
- Landlord and Tenant Act 1954
- Landlord and Tenant Act (Miscellaneous Provisions) 1976
- Conveyancing (Leases and Tenancies) Act 1954
- Recovery of Rent Act 1954
- Tenancies (Implied Terms) Act 1954
- Housing (Rent Control) Act 1948
- The Public Sector Housing (General Needs) (Allocation) Policy 2019 and Tynwald Resolution Oct 1999 ("the Tynwald Resolution");
- The Guidance Notes for the Implementation of the Common Criteria for Acceptance and Allocation onto Waiting Lists for General Needs Public Sector Housing

Island public sector housing providers apply common access and allocation criteria under the provisions of Schedule 3, paragraph 1A of the Housing (Miscellaneous Provisions) Act 1976 ("the 1976 Act").

- "1A (1) *The Department may adopt an all-Island policy for the allocation of housing by the Department and local authorities.*
- (2) *Before adopting such a policy the Department shall consult all the local authorities that would be affected by it.*
- (3) *Such a policy shall not come into operation unless it has been approved by Tynwald.*
- (4) *Once such a policy has been adopted local authorities shall comply with it."*

Under Part V of the Housing Act 1955, provisions for Government financial contributions towards Housing allow for the current Local Authority housing deficiency arrangements, which are subject to such conditions as may be determined by the Department and Tynwald. The Tynwald Resolution of 20th October 1999, provided such terms and conditions for funding including that -

"...the authority shall implement such all-Island policy for the provision of housing as is determined by the department after consultation with all local authorities concerned;"

POLICY STATEMENTS

Background/Context

Public sector housing is heavily subsidised by the tax payer therefore it is crucial that housing providers ensure that properties are occupied by those in most need. The principal aim of public sector housing is to provide housing for rent for those who have limited housing options and who cannot afford to buy their own home or afford suitable private sector rented accommodation.

From 1 April 2014 all general needs public sector tenancies are granted for a fixed term of five (5) years. The tenancy will expire on a fixed date as indicated within the agreement. There is no obligation on the landlord to grant a new tenancy beyond this date.

The role of such a tenancy is to;

- Provide the landlord with the opportunity to formally review a tenant's circumstances prior to the grant or renewal of any new tenancy;
- To adjust the terms of the tenancy if required (i.e. by way of rent increase or otherwise, such as downsizing etc.);
- To provide a fixed term with a set expiry date, so that both the landlord and the tenant can reconsider their respective positions and decide whether a new contract of tenancy should be entered into.

Offer of Tenancy

All tenants who are allocated general public sector housing will be offered a 5 year Fixed Term tenancy (Appendix A), via a standard form of offer letter (Appendix B) to ensure the understanding of the tenant from the outset.

Housing providers may use an introductory period to new tenants from the Housing Waiting list, for a duration of 1 year, in order to ensure the new tenant is conducting their tenancy as anticipated in order to avoid a potential breach of tenancy. At the end of the first year of the tenancy the housing provider can assess that the tenant has met the following criteria throughout the first year of their tenancy:

- Rent payments are paid on time and in advance
- The property passes a satisfactory housing inspection
- There are no other issues such as anti-social behaviour

An affordability assessment is not required at this point as this can only be carried out at the end of the 5 year duration. Following satisfactory assessment of the above criteria the tenancy can then be renewed for a further 4 years.

All tenants will be provided with the standard Tenant Handbook to include the provisions relating to the Fixed Term nature of their tenancy (Appendix C).

All subsequent correspondence referring to the tenancy will make reference to the Fixed Term nature of the tenancy.

Transfers

If a tenant is signed up to an older version of a tenancy agreement which does not have a fixed term and is transferring to a different property, they must be signed onto the new Fixed Term Tenancy. The assessment of the tenant and their financial means should only be completed at the end of the 5 years of the fixed term.

If a tenant is already on a five year fixed term tenancy and they are transferring to another property, the balance of their five years duration should be brought over to the new tenancy. The assessment of the tenant and their financial means should only be completed at the end of the 5 years of the fixed term.

Termination of Tenancy

A fixed term tenancy could 'terminate' in any of the following ways:-

- i. By passage of time (i.e. natural expiry of the five year term);

- ii. By mutual consent of the parties at any time within the five year term (i.e. usually voluntary surrender of the tenancy by the tenant);
- iii. By Notice to Quit or Notice before Forfeiture (i.e. due to non-payment of rent, failure to address arrears, anti-social behaviour or other breach of the tenancy agreement) at any time within the five year term.

Taking Action against Breach of Tenancy

It is important to note that regardless of the fixed term nature of the tenancy, the tenancy can still be terminated at any time during the term **if there is a tenancy breach**, i.e. a five year fixed term does not mean no remedial action is taken until the expiry of the agreement.

Immediate action against breach – any breach of the tenancy agreement should be actioned immediately by the landlord. If there is an ongoing breach, bad tenancy history for example, the tenancy agreement could be terminated within the fixed term period.

Acquiescence – the landlord should not acquiesce on the breach at any time. If a breach is allowed to continue, or is treated as a minor breach by the landlord, the Court will not enforce that breach.

Follow up – if a breach has been identified, and steps taken to regularise the breach, the breach should always be followed up and resolved, whether by the tenant resolving the breach, or by issue of proceedings by the landlord.

Review of Tenancy

In general terms, where the tenancy has progressed without issue, approximately 12 months prior to the date of natural expiry of the tenancy, the tenant should be sent the standard warning letter (Appendix D) to remind the tenant that the end of their tenancy and the associated review of their circumstances is imminent.

In general terms, where the tenancy has progressed without issue, approximately 6 months but not less than 3 months prior to the date of natural expiry of the tenancy, the circumstances of the tenant, in particular income/assets and household size, should be reviewed ("the Review"). The Review will be undertaken using the standard Review letter (Appendix E) and a Review Form (example at Appendix F).

The Review will consist of a review of circumstances including a declaration of income by the tenant, against the current (at time of assessment) eligibility criteria for access to general public sector housing, the initial stage being the completion of the Review Form by the Tenant. Appendix J provides a summary of allowable income and benefits.

It should be noted that false declaration is an offence under Schedule 3 of the Housing (Miscellaneous Provisions) Act 1976. A statement to this effect should be included in all correspondence requesting a declaration of circumstances.

The tenant can choose not to provide information, but this must be on the understanding that without the information required to reassess eligibility for public sector housing a new tenancy cannot be offered and that on expiry of the lease at the end of the 5 year term, the tenant would be expected to give vacant possession of the property to the landlord.

Review Outcomes

Outcome 1 - Tenant qualifies for public sector housing

Where the tenant continues to meet the eligibility criteria for public sector housing, the subject to a satisfactory tenancy history a new tenancy will be granted for a further five years.

Occupancy needs

If at the time of assessment, the property occupied by the tenant is no longer suitable for their housing need, e.g. a tenant is occupying a large family property and their household size has significantly reduced, the new tenancy may be offered in relation to a more suitable property, as an alternative to the existing property.

Subject to financial eligibility, in the event of change in household size, tenant/s may be offered a new tenancy for a more suitable size or type of property, or offered a short term 6 to 12 month 'licence to occupy' until a suitable property is found.

Regardless of whether the tenant remains eligible for public sector housing, where the tenant has a protracted history of rent arrears or other significant tenancy breach such as anti-social behaviour the landlord can similarly elect not to grant a new tenancy. This is on the basis that the preceding fixed term has shown the tenant not to be compliant with the terms of the tenancy agreement and the obligations expected of that tenant over the course of the previous tenancy. (see 'Taking Action against Breach of Tenancy' section)

Regardless of whether the tenant remains eligible for public sector housing in terms of income, if the tenant is known to have acquired significant assets which would allow them to meet their own housing need, e.g. they have inherited a property or a substantial sum of money, the landlord can also elect not to grant a new tenancy i.e. capital assets may be taken into account in assessing eligibility and housing need.

Outcome 2 - Tenant may qualify for new tenancy on different terms

Where circumstances have changed, and the tenant no longer meets the eligibility criteria for public sector housing, then subject to the particular circumstances of the tenant, the tenancy will either be allowed to expire in line with the original agreement term with no new tenancy granted; or be replaced by a new fixed term tenancy on different terms as set out in Options 1 to 6.

Option 1 – tenant’s income marginally exceeds income threshold (within 10%)

Where the tenant’s income (including partner/spouse where applicable) marginally exceeds the income thresholds for public sector housing (within 10%), the standard public sector rent for the property will be increased by a factor of 15% - when rates are included this is approximately equivalent to 60% of the indicative market rate.

Option 2 – tenant’s income exceeds income threshold by more than 10% but income no more than £60K

Where the tenant’s income (including partner/spouse where applicable) exceeds the income eligibility thresholds by more than 10% but gross income is no more than £60,000, a higher level of rent at approximately 80% of market rental value for a typical property type will apply. Indicative rents, agreed by the Government valuer and inclusive of rates are shown in Table 1.

Table 1 – Indicative rents (tenant exceeds income threshold by more than 10% but is less than £60K) – 80% of full market rent

4 bed house	£900 pcm or £207.69 pw
3 bed house	£740 pcm or £170.77 pw
2 bed house	£640 pcm or £147.69 pw
2 bed flat	£560 pcm or £129.23 pw
1 bed flat	£450 pcm or £103.85 pw

Option 3 – tenant’s income exceeds £60K

Where the tenant’s income (including partner/spouse where applicable) exceeds £60,000, the tenant no longer qualifies for housing at a subsidised rate, and in most cases would be expected to leave the property. However, where there are mitigating circumstances that may warrant them retaining the tenancy and the landlord is minded to allow them to remain in the property, the tenant may be offered a new tenancy without any public subsidy and rent will be applied at the full market rate. Indicative rents, agreed by the Government valuer and inclusive of rates are shown in Table 2.

Table 2 – Indicative rents (tenant’s income exceeds £60K) – full market rent

4 bed house	£1,125 pcm or £259.62 pw
3 bed house	£925 pcm or £213.46 pw
2 bed house	£800 pcm or £184.62 pw
2 bed flat	£700 pcm or £161.54 pw
1 bed flat	£563 pcm or £129.81 pw

Indicatively houses and bungalows are to be treated as being the same.

Option 4 – potential change in circumstances during next 5 year term

Where the review process identifies that a significant change of financial circumstances, such as retirement, may occur within the next 5 year term, and which is likely to impact on the tenant’s eligibility for public sector housing or the level of rent to be charged, then

a shorter fixed term tenancy may be used to provide a reassessment point at the appropriate time.

Option 5 – Change in circumstance leading to complete loss of income

Where a tenancy is not ordinarily due for review however it is clear there is material change in circumstance, such as through ill-health which results in a permanent loss of income and where the Tenancy is already on different terms, a new review may be ordered and a new fixed term tenancy may be issued.

Option 6 – Repeated ASB or non-adherence to repayment plans

Where the review process identifies that it is appropriate to do so, for example concerns over previous behaviours or adherence to rental payment plans but it is not yet deemed necessary to take formal action, then a shorter fixed term tenancy may be used to provide a reassessment point at the appropriate time.

Outcome 3 - Tenant no longer qualifies for public sector housing

Where circumstances have changed, and the tenant no longer meets the eligibility criteria for public sector housing, the tenancy will be allowed to expire in line with the original agreement term. A new tenancy will not be offered on expiry and the tenant will be expected to surrender the property upon expiry of the tenancy. The changes are categorised as follows:

Category 1 – Income Exceeds £60,000

The tenant's income (inc. partner/spouse where applicable) significantly exceeds the income criteria for eligibility for public sector housing (i.e. is greater than £60k) and there are no mitigating circumstances as to why the tenancy should be retained at the full market rental rate.

Category 2 – Combined Income Exceeds £60,000

The tenant applied as a single person and now has a spouse/partner and their combined income significantly exceeds the income criteria for eligibility for public sector housing (i.e. is greater than £60k) and there are no mitigating circumstances as to why the tenancy should be retained at the full market rental rate.

Category 3 – Inheritance or Asset Acquired

The tenant is known to have assets which would allow them to meet their own housing need e.g. they have inherited a property or substantial sum of money or have acquired other significant capital gain.

Category 4 – Breach of Tenancy

The tenant has a protracted history during the previous five year period of tenancy of non-payment of rent or other serious tenancy breach such as anti-social behaviour.

Note: **In exceptional circumstances** the tenant may be offered a temporary 6-12 month 'licence to occupy' to allow the tenant (as a licensee only) additional time to demonstrate that they can be a responsible tenant.

The outcome of the Review is communicated to the tenant in writing using one of the following standard letters:

- Grant of New Tenancy Following Review (Appendix G)
- Grant of New Tenancy on Different Terms Following Review (Appendix H)
- Termination of Tenancy following Review and no re-grant or renewal (Appendix I)

APPEALS

How a tenant can appeal a decision

A tenant has the right to appeal a housing provider's decision made about their tenancy renewal via that provider's relevant appeals process. If a tenant is not satisfied with the final decision made by the housing provider, they can appeal to the Department by submitting an appeal to the Director of Public Estates and Housing Division.

The Department will review the tenant's circumstances and will liaise with the relevant housing provider.

Appeal made against a Local Authority's decision

If an appeal is made by a tenant of a housing provider other than the Department, the appeal will be considered and a decision made by the Director of Public Estates and Housing.

Appeal made by a DOI tenant against the Department's decision

If an appeal is made by a DOI tenant against a decision made by an officer of the Department, the appeal will be considered and a decision made by a Minister or Member of a different Government Department.

Any appeal made to a housing provider or to the Department will be limited to ensuring that due process has been followed and applied consistently with other housing providers.

The appeal decision is final and must be upheld by both the Local Authority or Department and the tenant(s).

APPENDICES

Appendix A	Fixed Term Tenancy Agreement
Appendix B	Letter 1 – Offer of Tenancy
Appendix C	Tenant Handbook
Appendix D	Letter 2 – Standard Warning Letter
Appendix E	Letter 3 – Tenancy Review (6 months prior to expiry)
Appendix F	Review Form
Appendix G	Letter 4 – (Outcome 1) – Grant of new tenancy following review
Appendix H	Letter 5 – (Outcome 2) Grant of new tenancy on different terms following review
Appendix I	Letter 6 – (Outcome 3) Termination of Tenancy following review and no re-grant or renewal
Appendix J	Summary of allowable income and benefits when carrying out a review

Appendix A: Fixed Term Tenancy Agreement

An Agreement made the [] day of 202X[], between the [Department of Infrastructure]/[Local Authority] (hereinafter called "the Landlord" which expression where the context so admits shall include their successors and assigns) on the one part and

«FirstName»

«SecondName»

(hereinafter called " the Tenant/s") of the other part

WHEREBY IT IS AGREED as follows:-

1. (a) The Landlord will let and the Tenant will take the plot of land with the dwelling house and premises thereon erected and being numbered «Address» ("Property") on the estate... ("Estate") to hold for the fixed term of **FIVE YEARS** from the commencement date of [*date of first date of tenancy*] to [*date before first date of tenancy five years later*] ("the Term") at which date it will expire by effluxion of time, subject to the payment of the Rent set out at clause (1)(b) herein

(b) The Tenant shall pay the Rent in weekly instalments in the sum of £[] ("Rent" which expression includes any increase) (inclusive of rates), such rent being payable in advance on Monday of each week, provided always that the said Rent may be increased by the Landlord at any time on giving to the Tenant no less than four weeks' previous notice in writing thereof

2. The Tenant/s hereby agree/s with the Landlord as follows throughout the Term:-

- a) To pay the Rent weekly in advance, whether formally demanded or not, on Monday each week [] (*followed by the payment method of the relevant Authority*)
- b) To pay upon demand by way of additional rent any administration and/or legal charges reasonably incurred by the Landlord (i) in pursuit of rent arrears by reason of failure by the Tenant to pay the Rent on the due day and (ii) in obtaining possession of the Property (whether by possession order or otherwise) where a Notice to Quit or Notice of Forfeiture is served by the Landlord as a result of such rent arrears and/or failure to vacate the Property upon the expiry of the Term (iii) for any damage to the Property or the Landlord Fixtures and Fittings

- c) To pay for all gas, oil, electric light and other illuminant consumed by him, or her or them in the Property
- d) That the Property will be his, her or their only residence and he, she or they will reside there permanently
- e) To keep the Property and all the Landlord's fittings and fixtures therein in substantial repair and to keep the bath, w.c., and all sinks, cisterns and interior pipes therein properly cleaned and in good working order and to replace the same if damaged and to replace all broken glass forthwith and at the termination of the tenancy to leave all locks, shutters, bolts, and windows in good working condition and keep all windows properly cleaned and all chimneys properly swept and at the end of the Term to leave the Property in such condition aforesaid
- f) Not to alter or remove any part of the electric light power or gas or oil installation or other electrical or other power or other heating appliances in the Property without the written consent of the Landlord and in any case to obtain the Landlord's approval of the person or firm employed by the Tenant to effect any such alteration or removal
- g) Not to interfere with alter or remove any part of the water supply and drainage system in the Property without the written consent of the Landlord and in any case to obtain the Landlord's approval of the person or firm employed by the Tenant to effect any such alteration or removal
- h) Without prejudice to the generality of sub clauses (e) and (f) hereof, to keep throughout the Term and at the end of the Term to leave any smoke detectors from time to time installed in the Property by the Landlord in good and efficient working order and in particular to renew the batteries of the same whenever necessary and not to alter or remove any such smoke detectors or do or suffer or permit to be done anything which could cause any such smoke detectors not to work and in particular not to cover any such smoke detectors or remove (save for the purposes of renewal of the same) the batteries therefrom
- i) Not to assign or sublet or part with possession of the Property or any part thereof nor take or retain any relatives, boarders or lodgers to reside with him her or them nor to use the benefit of this Agreement to obtain any credit facility without the written consent of the Landlord previously obtained in writing
- j) Not to carry on any trade, profession or business in or from the Property or any part thereof, nor use the same as an address for any trade, profession or business or the

issue of circulars, pamphlets or advertisements but to use the Property as a private residence only

- k) Not to keep any inflammable or dangerous materials or substances nor do anything which might increase the rate of the premium for the insurance of the Property beyond private house risk or invalidate the insurance
- l) Not to make any addition or alteration to the interior or the exterior of the Property or display or permit to be displayed any placard advertisement sign letter or design in or upon the exterior of the Property or any windows thereof or on any other part of the Property
- m) Not to cause or permit or allow anyone living with the Tenant in the Property or authorised to visit the Property to cause or commit any form of harassment or other anti-social behaviour. Such harassment or other anti-social behaviour being any act or omission which interferes with the peace and comfort of or which causes annoyance, injury or offence to any other tenant and/or members of their household/visitors/ neighbours or the Landlord including its employees and contractors or any other member of the general public on the Estate. This includes (but is not limited to):-
 - i. harassment on the grounds of age, gender, race, culture, ability or lifestyle;
 - ii. violence or threats of violence to any person;
 - iii. abusive or insulting words or behaviour;
 - iv. offensive drunkenness;
 - v. damage or threat of damage to property belonging to another person including damage to any part of the person's home;
 - vi. writing graffiti and in particular graffiti which is abusive, threatening or insulting;
 - vii. making unnecessary or excessive noise by any means whatsoever including loud music, television, radio, arguing and door slamming;
 - viii. using or allowing the Property to be used for prostitution;
 - ix. keeping or allowing unlicensed firearms or other unauthorised dangerous weapons to be kept at the demised premises;
 - x. allowing any illegal activity to be conducted at the Property

- xi. any nuisance or annoyance caused by animals including keeping them in unhygienic conditions, barking, and fouling;
 - xii. playing ball or other games close to someone else's property.
- n) The Tenant must comply with all relevant legislation, regulations, byelaws and requirements of any competent authority from time to time affecting the Property and/or the Tenant's occupation thereof including the Regulations in the Schedule hereto.
- o) Neither the Tenant nor any other person occupying the Property with the permission of the Tenant, shall possess or possess with intent to supply Class A, B or C illegal controlled substances, as defined under the Misuse of Drugs Act (1976) or any amendment thereof, or such other illegally controlled substances under the provisions of the Misuse of Drugs Act 1976, or any amendment thereof.
- p) The Tenant must not keep or store, or allow any other person occupying the property to keep or store, any firearm in the property without the written consent of the Landlord previously obtained in writing. The Landlord will give consideration to granting consent only where the Tenant holds a Firearm Certificate for the firearm and where the firearm can be properly stored at the property so as to comply with the provisions of the Firearms Act 1947 (as amended).
- q) To allow the Landlord or its agents, inspectors, surveyors and workmen to have access at all reasonable times to the Property and every part thereof for all reasonable purposes and to inspect and/or carry out maintenance or repair works to the same and any part thereof and not less than 3 months prior to the expiry of the Term to allow the Landlord such reasonable access at reasonable times to the Property to assess the same for the purposes of re-letting.
- r) At the expiration of the Term or earlier determination of this tenancy (for whatever reason) to give peaceable possession thereof to the Landlord.
- s) To observe and cause his her or their family to observe the regulations specified in Schedule hereto and such other regulations as the Landlord may from time to time make for the general comfort and reasonable convenience of the tenants of the dwelling houses in the neighbourhood.

- t) To insure the Tenants contents on or about the Property against loss or damage by fire or other damage in an insurance office of repute at full cost of reinstatement or replacement and when required to do so from time to time to produce a copy of such insurance cover to the Landlord in satisfaction of this obligation.
 - u) To surrender this Tenancy Agreement and enter into a new Tenancy Agreement for any period of unexpired Term by way of transfer from the Property to a dwelling provided by the Landlord of a suitable size for the accommodation of the Tenant and his or her family upon reasonable request in the Landlord's sole discretion provided that the Landlord shall give not less than ONE (1) months' notice of such requirement to transfer to an alternative dwelling
3. If any rent shall be in arrears for seven days after the due date of payment whether formally demanded or not or in the event of any breach or non-observance by the Tenant of the Agreement on his her or their part contained herein or in the Schedule hereto or if the tenant shall become insolvent or bankrupt or enter into any agreement for the benefit of creditors then and in any such case the Landlord may re-enter at any time thereafter upon the Property or any part thereof in the name of the whole and repossess the Property.
4. The Landlord covenants that:-
- (a) The Landlord shall keep the Property (but not the Tenant's personal property, fixtures or fittings) insured against damage or destruction by fire and other usual risks for the full cost of rebuilding and reinstating the Property and replacing any of the Landlord fixtures and fittings that are not the Tenant's own contents, fixtures or fittings unless the insurance is rendered void or made invalid by any act of the Tenant or anyone under his her or their control.
 - (b) The Landlord shall if practicable reinstate the Property (and replace the fixtures and fittings that are not Tenant fixtures and fittings) or any part damaged by any risk against which it is insured, provided that the damage was not due to any act or omission of the Tenant or anyone under his control and the insurance policy has not been rendered void or invalidated by such an act or omission but such covenant does not place any obligation upon the Landlord to replace or reinstate any of the Tenant fixtures and fittings which were uninsured or otherwise such damage occurred due to circumstances outwith the Landlord's control.

5. This Tenancy may be determined at any time during the Term [/any time after the first month of the Term] by:-

5.1 either party hereto giving to the other one week's previous notice in writing,

5.2 by the Tenant surrendering the tenancy herein subject to payment of one weeks rent in lieu of notice together with any other arrears of rent due.

6. On such determination of the Tenancy set out in clause 5 (howsoever it arises) the Tenant will give peaceful possession of the Property to the Landlord.

7. The Landlord reserves the right, subject to notice and consultation with interested parties, to vary the terms and conditions of this Agreement at any time during the tenancy.

8. Any notice of permission to be given hereunder or in the Schedule by the Landlord shall be signed by the Chief Executive/Clerk or any other authorised officer of the Landlord

IN WITNESS WHEREOF the parties hereto have executed these presents this the day month and year first written.

SCHEDULE WITH IN REFERRED TO

Regulations

These Regulations are imposed for the benefit of all tenants within properties owned by the Landlord, and they are required to be adhered to in all respects throughout the Term. The Tenant agrees to abide by all of these Regulations together with any other reasonable direction of the Landlord in respect of the management of the Property or the Estate or Building within which it is situate.

1. The Tenant shall not keep any animal at the Property save that:
 - (a) At the Landlord's discretion, the Tenant may keep domestic pets at the Property but must first obtain the written consent of the Landlord to keep such pets.
 - (b) The Tenant shall not keep or erect or fit or install any pens, runs, hutches, cat flaps or other such installations on or about the Property without the written consent of the Landlord (pursuant to Regulation 10).
 - (c) The Tenant shall not under any circumstances be permitted to keep fowls, poultry, wild or farm animals at the Property.
2. All rubbish, ashes, refuse and waste material required to be removed from the Property shall be placed ready for removal in suitable closed receptacles. No liquids shall be placed in any such receptacles.
3. The Tenant shall immediately notify the Landlord in all cases of fever or other infectious or contagious disease occurring in the Property to be removed to any isolation hospital in the Isle of Man.

4. The Tenant shall immediately notify the Landlord of the existence of any burst water pipes or damage to the sanitary conveniences or any defects at the Property in writing where practicable and in any event within 2 working days of the discovery of such burst or damage.
5. The Tenant shall not paper or paint the walls or woodwork of the Property without the consent of the Landlord and in no case shall any nails be driven therein either within or without or any other thing stuck or driven through or upon the walls of the Property. Any such decoration of the Property must be limited to the interior of the Property only (no decoration or alteration of the exterior shall be permitted), and shall be in neutral colours on a like for like basis with the decorative state the Property is in on the date the Tenant first took occupation. Any decorative works shall not be undertaken without the consent of the Landlord in writing and shall only be permitted if they are carried out in a good and workmanlike manner with good quality materials and by a person experienced and able to carry out such works.
6. The Tenant shall under no circumstances offer a gratuity or reward to any officers or servants of the Landlord (such officer or servants being prohibited from accepting any gratuity or reward whatsoever).
7. The Tenant shall throughout the Term keep the garden plots, yard and fences at the Property in clean and tidy condition. All privet or other growing shrubs when planted by the fence or boundaries must be kept trimmed and neat and shall under no circumstances cause an obstruction to any thoroughfare. Notwithstanding any requirement for planning permission no fence or isolated shrub in any case to exceed one metre in height at the front; and to the rear no fence or isolated shrub to exceed two metres.
8. The Tenant shall not allow any coal, coke or manure delivered upon the Property to remain in any street or footpath adjoining the Property.
9. The Tenant shall throughout the Term keep all outside gulleys and surrounds of the Property properly cleaned and flushed, and shall keep the inspection chamber and cover to the stop-tap exposed and in good order.
10. No building, shed, greenhouse, pen, garage, workshop, den or erection, decking, paving, fencing, hutches, ponds, digging (save for general gardening or weeding) or excavation of any kind shall be erected or placed on any portion of the Property without the previous consent in writing of the Landlord.
11. No wireless, satellite, or television aerial or pole shall be erected or fixed to the Property without the previous consent in writing of the Landlord and then only under the conditions to be approved by the Landlord in writing.
12. No Tenant shall keep a vehicle on the Estate otherwise than in a designated car parking space or car park. Such vehicle/s shall be licensed, insured, and in a roadworthy condition. Cars shall not be fixed, stored or otherwise garaged or parked at the Property or within the Estate if they are not for the regular use of the Tenant and his or her family. No vehicle should be parked on the Estate or on the road outside the Property if they are untaxed or unlicensed, and the right to park a vehicle for this purpose of this Regulation does not include large commercial vehicles, caravans, motorhomes, boats and trailers. Any parking on the Estate within which the Property is situate or any land or neighbouring property adjacent must be in compliance with any parking orders or regulations or bye-laws from time to time in force.

13. The Tenant shall be responsible for the costs of removing all vehicles parked in breach of this Tenancy Agreement and/or in emergencies if parked illegally or inappropriately PROVIDED that in the event of the same being carried out by the Landlord due to the default of the Tenant the costs of the same shall be payable by the Tenant.
14. The Tenant shall be responsible for the costs of any damage or repair or replacement required to the Landlord's Fixtures and Fittings (including but not limited to those items set out in this Regulation) and other loss or damage where the same is due to any neglect, default, act or omission of the Tenant (fair wear and tear excepted):
- (1) Replacing broken window catches and stays;
 - (2) Repairing or replacing worn exterior door locks;
 - (3) Repairing or replacing worn exterior door furniture;
 - (4) Repairing broken letter plates;
 - (5) Reglazing of windows and doors;
 - (6) Gaining access where Tenant locked out and repairs resulting;
 - (7) Clearing drains;
 - (8) Cleansing blocked W.C. pans;
 - (9) Repairing or renewing sanitary ware;
 - (10) Repairing or renewing W.C. seats, chains, and flushing handles;
 - (11) Repairing or renewing grate bottoms;
 - (12) Repairing tiled fire surrounds;
 - (13) Replacement of electric fire elements;
 - (14) Repairing or renewing all-night burner units;
 - (15) Removing chimney obstructions;
 - (16) Renewing blown main fuses unless caused by a circuit fault;
 - (17) Repairing or renewing clothes posts and fixed sockets for rotary dryers;
 - (18) Repairing or replacing gates and fences;
 - (19) Repairing or renewing coat hooks;
 - (20) Repairing or renewing draining boards;
 - (21) Repairing or renewing Gas and/or electric cooker (where the same belongs to the Landlord);
 - (22) Repairing or renewing washing machine, dishwasher and tumble dryer (where the same belongs to the Landlord);
 - (23) Making good any decorative repairs or replacement;
 - (24) Replacement of wallpaper or re-painting due to discolouration or damage due to smoking;
 - (25) Repair or renewal of smoke detectors;
 - (26) Damage to the Property or any of the windows, doors or fixtures and fittings belonging to the Landlord as a result of activities, conduct, act or omission of the Tenant or their family or guests at or around the Property including any forced entry or damage caused by third party agencies in the case of arrest or emergency.
15. The Tenant shall keep the following items of the Landlord's Fixtures and Fittings and/or the Property in good repair and condition and shall replace the same throughout the Term as required:-

- (1) Bath and sink plugs;
- (2) Clothes lines and rotary dryers

PROVIDED that in the event of the same being replaced by the Landlord due to the default of the Tenant the costs of the same shall be payable by the Tenant.

16. The Tenant shall ensure that the Property is kept clean and tidy and in particular that:
 - (1) All open chimneys or stacks remain properly cleared and swept at all times,
 - (2) All smoke detectors are kept in good working order and batteries replaced as necessary (where the same belongs to the Landlord);
 - (3) Bins and other receptacles are kept and maintained on or around the Property for the proper disposal of all waste and rubbish, including supply and renewal of any dustbins on or at the Property;
 - (4) All household rubbish and personal items are cleared upon vacation of the Property at the expiry of the Term (howsoever it is terminated);

PROVIDED that in the event of the same being carried out by the Landlord due to the default of the Tenant the costs of the same shall be payable by the Tenant.

17. In the event of the Tenant being in default of any of the foregoing regulations, or any of the covenants within this Agreement, the Landlord shall renew, repair or effect as the case may be at the cost of the Tenant.

18. All complaints regarding the Property (including emergencies, repairs, or in relation to the condition of the Property, or any other issues regarding the Estate or its management, should be reported directly to the Housing Manager in writing (where practicable).

19. Not to assign, sub-let, hire or otherwise allow or permit overnight visitors other than bona fide guests or visitors staying on holiday for no more than four weeks save as agreed in writing by the Landlord subject to the payment of any additional charge for such lodger at the rates set by the Landlord from time to time in force. No lodgers or other such guests shall be permitted in the first year of the Term and thereafter only with the consent in writing referred to in this Regulation.

20. The Tenant must not fell or lop any trees or high shrubs on or about the Property or growing in adjoining or neighbouring property and must report any danger or requirement for felling or lopping or overhang causing a nuisance or a danger to the Landlord who shall effect the repairs and/or give consent to the Tenant to effect such works, subject at all times to a licence from the Department of Environment Food and Agriculture in respect of such works save that the Tenant shall maintain any shrubs, trees insofar as this clause allows and as required by Regulation 7.

21. The Tenant shall not obstruct or cause nuisance in or on the Estate or in any building or common area that the Property is within and in particular shall not smoke nor cause

or permit any smoking in any shared or common areas of the building in which the Property is situate.

22. Not to exchange or transfer to another property owned by the Landlord without the written consent of the Landlord provided that such consent will not be given in the first year of the Term or if the Tenant is in arrears of rent or any other payments or charges due pursuant to the terms of this Tenancy Agreement.

23. The parties acknowledge that this Tenancy Agreement is a fixed term tenancy which expires automatically by effluxion of time on []. If no new Tenancy Agreement is granted by the Landlord or if such new Tenancy Agreement is not accepted by the Tenant following the expiry of this Tenancy Agreement and grant of a new Tenancy Agreement, this Tenancy Agreement will not under any circumstances be construed or implied as otherwise continuing past the date of the expiry of this Tenancy Agreement.

Signed and delivered on behalf of)
 of the Landlord [acting) _____
 by [] its duly authorised)
 agent]in the presence of)
)

Signed and delivered by the Tenant in)
 the presence of) _____
) Print name:
 Witness signature:)

Witness print name:) _____
 [Print name:]

Witness Address:

Witness Occupation:

Appendix B: Letter 1 – Offer of Tenancy

Date

Name(s) and Address

Dear [Tenant name]

Re: OFFER OF TENANCY

Property: [Property address], Isle of Man ("the Property")

Landlord: [Department/Commissioners] ("the Landlord")

We write with reference to the above and are pleased to confirm that the Landlord can grant to [you/you both] a tenancy of the above named Property. The terms upon which the tenancy is granted, are set out in the Tenancy Agreement issued by the Landlord.

The offer of tenancy relies on the information provided by you in your application and any subsequent review of your circumstances. You should note that false declaration or the withholding of relevant information for the purpose of obtaining public sector housing is an offence under Schedule 3 of the Housing (Miscellaneous Provisions) Act 1976.

Offer of Tenancy

We enclose two copies of the Tenancy Agreement with this letter. Should you wish to accept the tenancy of the Property which are strictly subject to the acceptance of the terms of the tenancy set out in the Tenancy Agreement, you must do the following:-

1. Sign one copy of the Tenancy Agreement and return it by post or hand delivery to the Landlord at the above address;
2. Contact the Landlord to arrange payment of rent in accordance with the Landlord's preferred method/s of payment.

Terms and Conditions

We draw your attention specifically to the term of the tenancy which is for a fixed period of five years. This is subject to notice which can be given by either party in certain circumstances. The other terms of the Tenancy are set out in the Tenancy Agreement which you should familiarise yourself with. By signature and return of the Tenancy Agreement and/or by taking up occupation of the Property you will be deemed to have accepted the Terms and Conditions of the Tenancy.

The Tenant Handbook which is available from the Housing Office sets out the Landlord's policy with regard to the grant of all tenancies with further guidance. This includes the requirement to review your circumstances, in order for the Landlord to determine whether you will be eligible for a grant of a new tenancy either on the same terms, or different terms dependent upon your circumstances.

Termination of Tenancy Agreement

Please note that in certain circumstances a new tenancy may not be offered following expiry of the five year term of the Tenancy Agreement. The Tenant Handbook also covers the criteria you must fulfil in order to remain eligible for an offer of a new tenancy, and the requirement to provide the Landlord with the information they require to complete any review.

The Landlord will contact you by letter not usually less than 6 months prior to the expiry of your Tenancy Agreement to remind you of the expiry date, and any new grant of tenancy or review of circumstances, details of which are also included in the Tenant Handbook.

Please note: The Tenancy Agreement will expire at the end of five years. If no new tenancy is agreed, or if you fail to return the relevant forms for review of your circumstances, you will be required to have made arrangements to vacate the Property on that date.

Acceptance of the Tenancy Agreement

As requested above, please sign and return the Tenancy Agreement to the Landlord with confirmation of your arrangements to pay the rent from the first date of the Tenancy Agreement.

If you are unsure as to your obligations or rights as a Tenant, please contact the Landlord in the first instance with any queries, or otherwise you should take your own legal advice or contact the Citizens Advice Bureau.

We would ask you to note that keys to the Property cannot be released to you until the Tenancy Agreement has been signed and returned and rent payment arrangements have been made with the Landlord. If under any circumstances keys are provided and/or access obtained, the terms of the Tenancy Agreement enclosed will apply from the date of such keys being provided and/or access or your occupation of the Property and will be deemed to have been accepted.

Yours sincerely

For and on behalf of the Landlord

Appendix C: Section for Tenant Handbook

Your Tenancy

You are our tenant which means that you have a legal right to stay in your home for the fixed term of your tenancy (which is clearly indicated by the dates in your tenancy agreement, usually no more than 5 years) as long as you keep to the conditions of your tenancy. These conditions are set out in your tenancy agreement – a document we have to give you by law that all tenants must sign and accept at the start of their tenancy.

What is a tenancy agreement?

Your tenancy agreement is a legal contract between you and us. It indicates the duration of your tenancy (usually five years) and includes a start date and an end date when the tenancy will expire. It also sets out your rights and responsibilities as a tenant and our obligations as your landlord. You have been given your own copy to keep. When you sign your tenancy agreement, you agree to keep to the rules that govern the way you live in your home which means that you have the following responsibilities;

- **Paying your rent** - You must pay your rent and any other associated charges on time. Your rent is payable weekly in advance every Monday. There are more details about your rent and how you can pay it on page 14.
- **Looking after your home** - It is your responsibility to take good care of your home and to prevent anyone else from damaging it. We will charge you for any deliberate damage or vandalism carried out to your property. You must keep the inside of your home clean and well decorated. You must not make any changes to the structure and services (e.g. electricity, gas, oil or water supply) of the property, or put up sheds or any form of fence or outbuilding without first asking in writing for permission to do so. You are also responsible for keeping your garden and the outside of your property clean and tidy and free from rubbish. A full explanation of who is responsible for repairs and maintenance can be found on page 17 and is also contained in your tenancy agreement in full. If you are unsure as to your obligations, you should always first check the terms of your tenancy agreement, particularly clause 2 in relation to your covenants as Tenant, and the Regulations in the Schedule at the back.
- **Using your home** - We have let the property to you for you (and where applicable your immediate family) to live in and you should only use it for that purpose. You **do not** have a right to run a business from your home, but we may consider granting you permission to use the property in limited circumstances if you are self-employed or a sole trader, for example an electrician or a child minder. You must ask our permission **before** you set up your business and we will consider all requests. Examples of when we might refuse requests are if we think the business could disturb your neighbours, cause nuisance, or be unlawful. You also **do not** have the right to keep pets or other animals at the property, but we may consider granting you permission to keep a pet where the type, size and occupation of the property is considered suitable. **You must always ask for our permission before you acquire a pet.**
- **Nuisance and harassment** - Everyone has a right to peacefully enjoy life in their own way as long as they do not have a negative effect on the life of people living

around them. You must not cause a nuisance or annoyance, or any kind of deliberate harassment to the people living around you. You are also responsible for the behaviour of people who live with you or are visiting you. There is more information about nuisance and harassment on page 23, and attention is drawn to the requirements in the tenancy agreement which require you to adhere to certain covenants and regulations to prevent nuisance and harassment occurring in your neighbourhood and on the property.

- **Access to your home** - We will sometimes have to carry out repairs and servicing in your home and will need access to do this work. In these circumstances you must allow the workmen into your home. In most cases, unless it is an emergency, you will have been notified in advance of our need to access your home. Authorised officers must also be allowed to enter and inspect the condition of your property at reasonable pre-arranged times. Any person who calls at your home on our behalf will carry official identification which you should ask to see.
- **Looking after shared areas** - If you live in a block where there are shared areas, we expect you and the other tenants to keep these areas clean and tidy. For your own safety, please make sure that you keep shared areas free from rubbish and obstructions. Please be aware that under current legislation you are not permitted to smoke in shared areas inside the property such as entrance halls and stairwells and you could be prosecuted if you do so.
- **Car parking** - You and your family must only park your car, or any other vehicle, next to your home on a public road, in a proper parking area or on your drive. Remember, most spaces are not allocated to specific properties and you may need to come to an agreement with your neighbours on parking. **You must not park on grassed areas, footpaths, verges or open spaces.** Please park considerately and do not block access for emergency services. Only vehicles in regular use should occupy parking spaces. Please do not park untaxed or unlicensed vehicles, large commercial vehicles, caravans, motorhomes, boats or trailers in the spaces. These may be removed if causing an obstruction or nuisance, and the owners charged.

When you sign a tenancy agreement, you immediately have legal rights and responsibilities. If you keep to these, you can usually keep your home for the full duration of your tenancy, but there are some exceptional circumstances where we might need to transfer your tenancy to another property.

Your tenancy usually lasts for five years. During the tenancy term, we cannot end your tenancy unless:

- You break one or more conditions of your tenancy
- We need your home for another reason, for example, clearance for redevelopment; or
- We get a court order for possession

All tenants are monitored during their tenancy to make sure that they act responsibly and follow the conditions of the tenancy agreement. During your tenancy, housing officers may visit you to make sure that there are no problems. If there are, they will take action to sort them out quickly and it is in your interests to ensure any problems with your tenancy or with the property are reported promptly, and responses given when requested.

What happens when my tenancy agreement is due to end?

About twelve months before your tenancy is due to end you will be sent a letter reminding you about the fixed term of your tenancy and the expiry date. About six months (but no less than three months) before your tenancy is due to end your financial and household circumstances will be reviewed by the Housing office who will carry out a review which starts with a Review Form which you must complete and return within a certain time. Depending on your circumstances, as set out below, your tenancy may or may not be replaced with a new tenancy, which will usually be for a further five year period. Please note that if you do not return the information requested, or return it late, you will not normally be offered a new tenancy and should make arrangements to vacate the property on the expiry of the fixed term indicated in your tenancy agreement.

Where **you continue to meet the eligibility criteria for public sector housing**, then a new tenancy will be granted for a further five years, provided that you do not have a history or regular breaches of your tenancy terms such as non-payment of rent or antisocial behaviour. **In these circumstances you will not be offered a new tenancy.**

If at the time of the assessment, **the property you are occupying is no longer suitable for your housing need**, e.g. you are occupying a large family property and your household size has significantly reduced, **the new tenancy may be offered for a more suitable property**, instead of the existing property.

Regardless of whether you remain eligible for public sector housing in terms of your income, if you are known to have acquired significant assets which would allow you to meet your own housing need, e.g. you have inherited a property or a substantial sum of money, DOI Housing can also decide not to grant you a new tenancy.

You should note that if the information you provide for the purpose of the Review of eligibility is found to be untrue or is deliberately or carelessly misleading, this could result in your tenancy not being renewed or terminated, and could also result in your prosecution under Schedule 3 of the Housing (Miscellaneous Provisions) Act 1976.

Where circumstances have changed, and **you no longer meet the eligibility criteria for public sector housing**, then subject to your particular circumstances and income, your tenancy will either;

- end in line with the original agreement term with no new tenancy granted and you will be expected to leave the property; or
- be replaced by a new fixed term tenancy, usually for a further five years, but you will be expected to pay more rent than you did before. You may also be expected to downsize if you no longer need the type of property you are currently occupying.

Summary of circumstances where the Landlord would not grant a new tenancy or would offer a new tenancy on different terms.

YOUR* CHANGE OF CIRCUMSTANCE	LANDLORD ACTION
<i>Your income (including your partner/spouse where applicable) <u>significantly exceeds</u> the income criteria for eligibility for public sector housing. This is where your income is now £60,000 or above.</i>	A new tenancy will not be offered on expiry and the you will be expected to leave the property (unless there are particular circumstances which may warrant you retaining the tenancy but this will be at the full market rental rate).
<i>You applied as a single person and now have a spouse/partner and your combined income <u>significantly exceeds</u> the income criteria for eligibility for public sector housing. This is where your income is now £60,000 or above.</i>	A new tenancy will not be offered on expiry and you will be expected to leave the property (unless there are particular circumstances which may warrant you retaining the tenancy but this will be at the full market rental rate).
<i>You (or your spouse/partner where applicable) have assets which would allow you to meet your own housing need e.g. you have inherited a property or substantial sum of money etc.</i>	A new tenancy will not be offered on expiry and you will be expected to leave the property
<i>You have a regular history during your previous two year tenancy of non-payment of rent or other serious tenancy breach such as anti-social behaviour</i>	A new tenancy will not be offered on expiry; and you will be expected to leave the property; or, in exceptional circumstances you may be offered a temporary 6 to 12 month 'licence to occupy' to allow you additional time to demonstrate that you can be a responsible tenant.
<i>Your income (including your partner/spouse where applicable) exceeds the income criteria for eligibility for public sector housing by less than 10%</i>	You may be offered a new tenancy but the rent will be set at a higher level than the public sector rent at approximately 60% of the market rent.
<i>You applied as a single person and you now have a spouse/partner and your combined income exceeds the income criteria for eligibility for public sector housing by less than 10%</i>	You may be offered a new tenancy but the rent will be set at a higher level than the public sector rent at approximately 60% of the market rent.
<i>Your income (including your partner/spouse where applicable) exceeds the income criteria for eligibility for public sector housing by more than 10% but is below £60,000</i>	You may be offered a new tenancy but the rent will be set at a higher level than the public sector rent at approximately 80% of the market rent. This is referred to as mid rent
<i>You applied as a single person and you now have a spouse/partner and your combined income exceeds the income criteria for eligibility for public sector housing by more than 10% but is below £60,000</i>	You may be offered a new tenancy but the rent will be set at a higher level than the public sector rent at approximately 80% of the market rent. This is referred to as mid rent

<p><i>The size of your household has changed</i></p>	<p>Subject to your level of income, as above, you may be offered a new tenancy for a more suitable property e.g. you may be required to downsize.</p> <p><i>If the size of your household has changed and the Landlord requires you to downsize but a suitable property is not available at that time, you may be offered a temporary 'licence to occupy' agreement for 6 to 12 months until a suitable property is identified.</i></p>
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Do new tenants have the same terms and conditions as established tenants?

No, during the first 12 months that you first hold a public sector tenancy you **cannot**

- Exchange homes with any other tenant, or
- Take in lodgers

What will you do if I do not keep to my tenancy agreement?

The term of your tenancy is set out in your tenancy agreement and is indicated by the start and end dates. If you break the terms and conditions of your tenancy, we will contact you and tell you what you need to do to put things right. If you continue to break your tenancy conditions, we may take legal action to end your tenancy early.

This can lead to:

- Getting an injunction, which is a court order requiring you to stick to the terms of your tenancy. This is used mainly against tenants who cause unreasonable annoyance to others in the neighbourhood, such as by causing excessive noise, abuse, threats, violence, racial intimidation or harassment etc.
- Seeking to take back your home. In this case we will:
 - Warn you in writing that we plan to take legal action against you;
 - Serve you with a Notice to Quit or Notice before Forfeiture if you fail to rectify the issue or for example to pay your rent or cease the conduct which is in breach.
 - Apply to court for a Possession Order. If the court grants the order we can then seek a warrant for your eviction. This would mean that you would have to leave your home and would not be allowed back into your home.

When your tenancy is due to expire at the end of the five year term then, **regardless of whether you remain eligible for public sector housing, if you have a history during your tenancy of not paying your rent promptly or other major tenancy breaches such as anti-social behaviour then your tenancy will not be renewed.**

We will always give you every chance to put things right to avoid court action

When can you ask for possession of my home?

Your tenancy lasts for five years. The dates that your tenancy starts and finishes are clearly set out at the beginning of your tenancy agreement. Your tenancy ends on the date your tenancy agreement says that it does. **When your tenancy ends, DOI Housing does not have to grant you a new tenancy in accordance with its Access and Eligibility policy which is approved by Tynwald.**

If your tenancy is not renewed because you no longer qualify for public sector housing or because you have not complied with the conditions of your tenancy previously (i.e. by not paying the rent or breaching some other regulation of the tenancy agreement), then you will be required to leave the property and give back the keys on or before the date that your tenancy ends.

If you do not leave the property at the end of your tenancy or we want the property back for another reason, we will ask the court for an order for you to leave by a certain date. When we ask for possession of the property, we have to tell the court why we require you to leave the property.

- If this is because you no longer qualify for a tenancy agreement, then your agreement has expired and the policy means that the Department will not grant another tenancy.
- If there is a breach of your tenancy agreement (see the list below), we have to prove to a court that you have broken the terms and conditions of your tenancy and/or that removing you from the property permanently is a reasonable action to take.
- In some circumstances, we may need to tell the court that both of these things have happened (i.e. that the tenancy has expired and cannot be renewed, and that you have committed a breach of the tenancy resulting in us asking for a possession order).

This legal process begins with a Notice to Quit (or Notice before Forfeiture) and ultimately will lead to us asking for a Possession Order (for us to take the property back) from the Court.

The following list provides some of the reasons why we could ask for a Possession Order.

1	IF YOU DO NOT PAY THE RENT
2	If you break any other condition of your tenancy agreement, this could include a refusal to vacate the property at the end of your tenancy.
3	If you, or anyone living with or visiting you, annoy or cause a nuisance to your neighbours
4	If the condition of your home has deteriorated through your neglect or activities
5	If you knowingly gave false information or withhold relevant information to get your home
6	If you are convicted for allowing your home to be used for immoral or illegal purposes

If you do any of the things listed above, we do not have to offer you another place to live if you are made homeless. In the cases below we must show that we have reasonable grounds for possession, and in these cases we would generally offer you a suitable alternative place to live for the remainder of the term of your tenancy.

7	If you refuse to leave your temporary home when building or modernisation work on your own home is completed
8	If your home is so overcrowded that you are breaking the law
9	If we want you to leave while we carry out major work on your home, which we cannot reasonably do while you live there
10	If your home has been designed or adapted for people with special needs, or for someone who is elderly or disabled, who are no longer living there and we need the home for someone who needs these facilities

This is just a brief summary of the main reasons that we might apply for a possession order. If you receive a Notice to Quit or Notice before Forfeiture, you should get your own legal advice.

We may also ask you to transfer from a large house to a smaller home if your family becomes smaller and we need these facilities for someone else and the terms of the policy require that you do so in co-operation with us.

What is the difference between a 'joint' and a 'sole' tenancy?

You are a sole tenant if only one tenant is named on the tenancy agreement. If two or more people are named on the tenancy agreement then you have a joint tenancy. Joint tenants each have all the rights and responsibilities set out in the tenancy agreement – even if one leaves. If one joint tenant formally ends the tenancy the tenancy comes to an end, even if the other joint tenant/s did not know about it.

Generally, we will permit established couples to be joint tenants when they start their tenancy if they both qualify for housing. In exceptional circumstances we may consider joint tenancies with other close relatives, for example parent and child, brothers or sisters.

Can I add my spouse or partner or remove them from my tenancy?

If your spouse or partner qualifies for housing on the Isle of Man then DOI Housing would normally allow them to be added to your tenancy. To have your spouse/partner added to your tenancy you must put your request in writing to the Housing Manager.

If your tenancy is held jointly with your spouse/partner you can request, in writing, that one of the tenants is removed from the tenancy but the tenant who is to be removed must also agree to this as they have equal rights to the tenancy. If there are rent arrears or other outstanding issues DOI Housing may refuse to amend the tenancy agreement until the arrears or issues have been resolved as both tenants have equal responsibility for them.

If you wish to change your tenancy to reflect joint or sole names, please put your request in writing to the Housing Manager.

Can I pass my tenancy to my partner, or to anyone else, when I die?

When a tenant dies, DOI Housing may allow the tenancy to continue in the name of a surviving husband, wife, or partner, so long as they qualify for housing, where there is adequate evidence that the relationship is an established one and his or her main home is with the tenant at the time. This is known as 'succeeding' to the tenancy. However this will not apply if the tenancy has already passed in this way e.g. from a previous spouse or partner. Any person who believes that they have a right to a tenancy in these circumstances must contact us within three months of the death of their spouse or partner. Otherwise, we will allow a reasonable time for the property to be cleared and vacated, following the death of the tenant, as would be the case in any private sector rented or owned property.

Can I pass my tenancy to my partner, or to anyone else, at any other time?

There are two other situations that may enable you to pass your tenancy on to someone else. Before you can do these you must get our permission in writing.

You can pass on your tenancy if:

- You exchange your home with someone else (with the permission of the Landlord/s and after the first year of tenancy)
- You have a court order ordering you to do so (as sometimes happens in divorce)

I am having relationship difficulties/getting divorced – what will happen to my tenancy?

Only the courts can decide matters regarding separation, divorce and custody, and you should get legal advice about this. Nevertheless, your housing officer can advise you about both you and your partners housing rights, and things to consider regarding the tenancy.

Separation

If you and your partner propose to separate and you are both named on the joint tenancy, the partner leaving the property must give up their tenancy. If you do not do this, you will both remain liable for the rent and/or any other issues that may arise in respect of the property.

To surrender your tenancy you will need to write in to the Housing Manager. In order to have your name removed from the tenancy you will have to agree to pay at least half of any arrears that may be outstanding at that time. This is only a brief summary and if you are unsure as to your rights or obligations you must take legal advice.

Am I allowed to sublet or take in lodgers?

Subletting is where you rent out your home to someone else. If you sublet your home you will have broken the terms of your tenancy agreement and we will take steps to take possession of your home. However, subject to certain conditions and provided that you have

sufficient space, you are usually allowed to take in lodgers once you have been a tenant for 12 months or longer, but you must always get our written permission before you do so.

A lodger is considered to be any person other than a spouse/partner or dependent child/children who takes up residence at the address (over and above any reasonable temporary visit). This definition of lodger applies to adult children who may have originally been part of the household but have subsequently left home and have established their own household elsewhere prior to their return to the address, but does not include adult children who are away from home solely as a consequence of service in the Armed Forces or the Crown or full time education i.e. College or University.

A lodger charge is currently £xx.xx per week (this will increase every year in April and you will be informed of any increase), and this cost will be added to your rent for each lodger staying in your home.

You are allowed to have guests or visitors on a short term basis i.e. no longer than 4 weeks, and registration for TT Homestay may be permitted subject to our written consent **in advance** for each period of Homestay activity. **Please note, you must remain in occupation of your property during this activity.** That is, you may have a Homestay guest/s stay with you in your home (subject to our written permission) but **you cannot vacate the property and sublet your home in any circumstances.** This is a breach of your tenancy agreement.

Appendix D: Letter 2 – Standard Warning (12 months)

Dear [Tenant name]

Reminder: Expiry of Fixed Term Tenancy

When you entered into your Tenancy Agreement it was for fixed period of five years. We wish to advise you that your existing tenancy will expire in [month] 202X, as such we would like to inform you that we will be carrying out a review of your current circumstances approximately 6 months prior to your tenancy expiring.

To determine if you continue to meet the eligibility criteria for Public Sector Housing you will be required to complete a Review Form and as part of this review you will be required to provide certain information about your assets, liabilities, and income to confirm your eligibility. You should note it is an offence under Schedule 3 of the Housing (Miscellaneous Provisions) Act 1976 to make false representation or provide false information for the purposes of obtaining public sector housing.

The purpose of this letter is to remind you of the terms of your Tenancy Agreement and whilst you do not have to do anything now, you should be aware that when you are sent the Review Form, you should complete and return it as soon as possible. If you do not return the information this may result in you becoming ineligible for a new Tenancy Agreement without any further reference to you.

Depending on your household and financial circumstances at the time of the review, one of the following outcomes will be determined within 28 days of receipt of the Review Form:-

1. That you are eligible for an offer of a new Tenancy Agreement at the Property on the same terms;
2. That you are eligible for an offer of a new Tenancy Agreement at the Property, but subject to increased rent due to a change in your financial circumstances;
3. That you are not eligible for an offer of a new Tenancy Agreement in respect of the Property, because of a change in circumstances which mean that you are eligible to either downsize to a smaller property, or upsize to a larger property;
4. That you are not eligible for an offer of a new Tenancy Agreement at the Property or due to a change in circumstances as you no longer satisfy the eligibility criteria;
5. That you are not eligible for an offer of a new Tenancy Agreement at the Property or other property on the grounds of your tenancy history i.e. non-payment of rent, arrears, or antisocial behaviour, or other breach of the Tenancy Agreement, or failure to provide the completed Review Form and supporting evidence to the satisfaction of the Landlord.

If your tenancy is renewed, this will normally be for a further five year period. However it should be noted that your Landlord retains the right to grant a shorter, or amended, tenancy period, due to either poor compliance or change in circumstance in respect of your existing tenancy. In the event your tenancy is not renewed you will be expected to vacate your property in accordance with terms of the existing Tenancy Agreement.

If you would like to discuss this matter further, please do not hesitate to call this office on , to make an appointment with a Housing Officer.

Appendix E: Letter 3 – Tenancy Review (6 months prior to expiry)

Dear [Tenant name]

Re: TENANCY REVIEW

Property: [Property Address], Isle of Man ("the Property")

Tenancy Agreement dated [] ("the Tenancy Agreement")

Landlord: [Department/Local Authority] ("the Landlord")

We write with reference to the above and further to the grant of your Tenancy Agreement in respect of the Property. You will recall upon entering into the Tenancy Agreement that the same was for a fixed term of five years.

Review of Tenancy

As you will recall, the Landlord has certain criteria which must be fulfilled by all tenants, in order to be and remain eligible for a tenancy of the Landlord's housing stock. We enclose a Review Form requesting certain information about your assets, liabilities, and income, which you should complete and return within 28 days, together with supporting evidence where appropriate. You should note that if the information you provide is found to be deliberately careless or misleading or false it will prejudice the granting or retention of any tenancy, and may constitute an offence under Schedule 3 of the Housing (Miscellaneous Provisions) Act 1976.

Result of Review

As you will recall, the Tenancy Agreement was for a fixed period of five years, which period expires on []. Following the review being carried out by the Landlord (which is subject to your completion and return of the Review Form), one of the following results will be determined, within 28 days of receipt of the Review Form:-

1. That you are eligible for an offer of a new Tenancy Agreement at the Property on the same terms;
2. That you are eligible for an offer of a new Tenancy Agreement at the Property but subject to increased rent due to a change in your financial circumstances;
3. That you are not eligible for an offer of a new Tenancy Agreement in respect of the Property, because of a change in circumstances which mean that you are eligible for either a smaller or larger property in the alternative;
4. That you are not eligible for an offer of a new Tenancy Agreement at the Property or at all due to a change in circumstances meaning that you no longer satisfy the eligibility criteria;
5. That you are not eligible for an offer of a new Tenancy Agreement at the Property or other property on the grounds of your tenancy history i.e. non-payment of rent, arrears, or anti-social behaviour, or other breach of the Tenancy Agreement, or failure to provide the Review Questionnaire and supporting evidence to the satisfaction of the Landlord.

Note: If you do not return the Review Form, the Landlord may determine that you are ineligible for a new Tenancy Agreement without any further reference to you.

New Tenancy Arrangements

If you are eligible for a new Tenancy Agreement, the Landlord will send you a new offer of tenancy, including a new Tenancy Agreement, usually at least 3 months prior to the expiry of your existing Tenancy Agreement depending upon when you return your Review Questionnaire. If the new Tenancy Agreement has a change in terms (i.e. increased or decreased rent), this will be notified to you in a written notice accompanying the new Tenancy Agreement).

Note: You must adhere to the requirements to enter into the new Tenancy Agreement which include signing and returning one copy of the Tenancy Agreement to the Landlord prior to the expiry of your existing Tenancy Agreement.

If you do not wish to accept the offer of the new Tenancy Agreement because you wish to make alternative housing arrangements, then you do not have to return anything to the Landlord but it would be helpful if you could indicate if you do not wish to take up the offer of tenancy so that it can be offered to another person on the waiting list as soon as possible.

Expiry of Tenancy Agreement

If you are notified that your Tenancy Agreement will expire and will not be renewed, you are advised to make immediate arrangements to:-

1. Ensure that the Property is in good order and tenantable condition on expiry of the five year term;
2. Remove your belongings and tenant furniture from the Property in good time, or at the latest on the day of the expiry of the Tenancy Agreement;
3. Ensure that you have all keys to the Property to hand ready to deliver up to the Landlord on the day of expiry of the Tenancy Agreement.

You may also be contacted by the Landlord to arrange for inspection prior to the expiry of the Tenancy Agreement with a view to the Landlord carrying out works to the Property prior to re-letting the same, in accordance with the provisions of the Tenancy Agreement.

If you are unsure as to your obligations or rights as a Tenant, please contact the Landlord in the first instance with any queries, or otherwise you should take your own legal advice or contact the Citizens Advice Bureau.

Yours sincerely

For and on behalf of the Landlord

Appendix F: Review Form

Department of Infrastructure

Review Form

Date:		Ref:	
-------	--	------	--

Personal Details**Person 1:****Person 2 (Spouse or Partner):**

Name:		Name:	
Address:		Address:	
Date of Birth:		Date of Birth:	
Tel:		Tel:	

If any of the above details are incorrect, please amend or advise in the space below:

--

WEEKLY INCOME: Please enclose:**1. Last 3 payslips and/or benefit slips****2. Previous two years of audited accounts or tax returns (if self-employed)****3. Photographic ID (passport, driving licence or 60+ card).**

Note: If we do not receive this information and the enclosures we cannot assess your eligibility for public sector housing and your fixed term tenancy will expire and will not be renewed.

Weekly Income	You	Your spouse/partner	
Basic Wage			
Regular Overtime			
Pension (widows or retirement)			
Benefits (Social Security etc.)			
Other income (<i>please specify</i>)			
Savings		YES	NO
Do you or your spouse/partner have savings in excess of £30,000?			
<i>(Savings includes shares, premium bonds, debentures, money on loan to another person or a trust fund, and also includes the proceeds of sale of property whether solely or jointly owned) Please note you may be required to evidence this information in order to renew your tenancy.</i>			
Property Ownership		YES	NO
Do you or your spouse/partner own or have a financial interest in a property or land?			

Address of property/land	
Current value of property/land	£

OTHER PERSONS REQUIRING HOUSING WITH YOU**Children (pre-school & in full time education)**

Surname	First Name	Date of Birth	Male/ Female	Relationship to you

Any other person requiring housing with you

	Name:	Name:
	Relationship:	Relationship:
Basic Wage		
Regular Overtime		
Pensions		
Benefits		
Other Income		

(Please specify the relationship e.g. son/daughter, relative, lodger, etc. and continue in a separate sheet if necessary)

Do you or any member of your family suffer from a disability or medical condition or special need which necessitates a particular type of location or accommodation?	YES	NO

If YES, please complete the Special Housing Needs Self-Assessment form available from the Housing Office – please ask.

PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING THE DECLARATION

Allocation of properties is undertaken using eligibility criteria common to all Housing Authorities on the Island. You must let us know of any significant change in your circumstances. Failure to do so may result in any offer of tenancy being withdrawn, or no offer being made.

DECLARATION

To the best of my/our knowledge and belief, the information provided in this form is correct and complete. I/we understand that if any information provided by me/us is found to be deliberately or carelessly misleading or false it will prejudice the granting or retention of any tenancy and may constitute an offence under Schedule 3 of the Housing (Miscellaneous Provisions) Act 1976.

I/we have no objection to the Landlord making any necessary enquiries to check that any information contained within this document is correct.

I/we authorise the Assessor of Income Tax to disclose particulars of my/our income to the Landlord.

Signature		Date	
Second signatory if joint		Date	

Income Tax Division
2nd Floor
Government Office
Bucks Road
DOUGLAS
IM1 3TX

Income Tax authorisation

To be completed by individual being reviewed

Full name

Date of birth

Full name of Spouse/Partner

Date of birth

Address

.....

Tax reference no

.....

I hereby authorise you to approach the Income Tax Division for verification of my/our income.

Date Signature

Signature

TO BE COMPLETED BY THE DEPARTMENT OF INFRASTRUCTURE

The above named person is being reviewed for eligibility for Public sector Housing and I should be grateful if you would provide me with the relevant details overleaf in respect of the persons Income Tax status.

Date..... Signature.....

Customer Services Team, Housing Office, DOI

TAX REF NO

NAME (s)

1. Total Gross Income in year ended 5th April 20.....

(including where relevant the gross income of his/her spouse/partner in the above year)

£

Applicant

£

Spouse/Partner

Date Signature:

Income Tax Division

Appendix G: Letter 4 - (Outcome 1) Grant of New Tenancy Following Review

Date

Name(s) and Address

Dear []

Re: OFFER OF NEW TENANCY

Property: [Property address] , Isle of Man ("the Property")

Tenancy Agreement dated [] ("the Tenancy Agreement")

Landlord: [Department/Commissioners] ("the Landlord")

We write with reference to the above and further to the grant of your Tenancy Agreement in respect of the Property. You will recall upon entering into the Tenancy Agreement that this was for the fixed term of five years. **Your existing Tenancy Agreement will expire on []**.

Review of Tenancy

As you will recall, the Landlord has certain criteria which must be fulfilled by all tenants, in order to be and remain eligible for a tenancy of the Landlord's housing stock. Following a review of your circumstances, we confirm that you are eligible for an offer of a new Tenancy at the Property on the same terms.

Offer of Tenancy

We enclose two copies of your new Tenancy Agreement with this letter. Should you wish to accept the tenancy of the Property which is strictly subject to the acceptance of the terms of the tenancy set out in the Tenancy Agreement, you must do the following:-

1. Sign one copy of the Tenancy Agreement and return it by post or hand delivery to the Landlord at the above address;
2. Contact the Landlord to arrange payment of rent in accordance with the Landlord's preferred method/s of payment.

Note: You must adhere to the requirements in this letter to enter into the new Tenancy Agreement which include signing and returning one copy of the Tenancy Agreement to the Landlord prior to the expiry of your existing Tenancy Agreement as set out in this letter.

The offer of tenancy relies on the information provided by you in your application and any subsequent review of your circumstances. You should note that false declaration or the

withholding of relevant information for the purpose of obtaining public sector housing is an offence under Schedule 3 of the Housing (Miscellaneous Provisions) Act 1976.

Terms and Conditions

We draw your attention specifically to the term of the new Tenancy Agreement which is for a fixed period of five years. This is subject to notice which can be given by either party in certain circumstances. The other terms of the Tenancy are set out in the Tenancy Agreement which you should familiarise yourself with. By signature and return of the Tenancy Agreement and/or by taking up occupation of the Property you will be deemed to have accepted the Terms and Conditions of the Tenancy.

The Tenant Handbook which is available from the Housing Office sets out the Landlord's policy with regard to the grant of all tenancies with further guidance. This includes the requirement to review your circumstances, in order for the Landlord to determine whether you will be eligible for a grant of a new tenancy either on the same terms, or different terms dependent upon your circumstances.

Termination of Tenancy Agreement

Please note that in certain circumstances a new tenancy may not be offered following expiry of the five year term of the Tenancy Agreement. The Tenant Handbook also covers the criteria you must fulfil in order to remain eligible for an offer of a new tenancy, and the requirement to provide the Landlord with the information they require to complete any review.

The Landlord will contact you by letter not usually less than 6 months prior to the expiry of your Tenancy Agreement to remind you of the expiry date, and any new grant of tenancy or review of circumstances, details of which are also included in the Tenant Handbook.

Please note: The Tenancy Agreement will expire at the end of five years. If no new tenancy is agreed, or if you fail to return the relevant forms for review of your circumstances, you will be required to have made arrangements to vacate the Property on that date.

Acceptance of the Tenancy Agreement

As requested above, please sign and return the Tenancy Agreement to the Landlord with confirmation of your arrangements to pay the rent from the first date of the Tenancy Agreement (if different).

If you are unsure as to your obligations or rights as a Tenant, please contact the Landlord in the first instance with any queries, or otherwise you should take your own legal advice or contact the Citizens Advice Bureau.

We would ask you to note that the Property will not be allocated to you to occupy following the expiry of your existing Tenancy Agreement, unless and until the new Tenancy Agreement has been signed and returned and rent payment arrangements have been made or confirmed with the Landlord. If under any circumstances occupation continues, the terms of the Tenancy Agreement

enclosed will apply from the date of expiry of the former Tenancy Agreement and will be deemed to have been accepted.

Yours sincerely

For and on behalf of the Landlord

Appendix H: Letter 5 – (Outcome 2) Grant of New Tenancy on Different Terms Following Review (including Offer Letter)

Date

Name(s) and Address

Dear [Tenant Name]

Re: OFFER OF NEW TENANCY ON NEW TERMS

Property: [Property Address], Isle of Man ("the Property")

Tenancy Agreement dated [] ("the Tenancy Agreement")

Landlord: [Department/Commissioners] ("the Landlord")

We write with reference to the above and further to the grant of your Tenancy Agreement in respect of the Property. You will recall upon entering into the Tenancy Agreement that this was for the fixed term of five years. **Your existing Tenancy Agreement will expire on []**.

Review of Tenancy

As you will recall, the Landlord has certain criteria which must be fulfilled by all tenants, in order to be and remain eligible for a tenancy of the Landlord's housing stock. Following a review of your circumstances, we confirm that you are eligible for an offer of a new Tenancy subject to a variation of those terms.

You are eligible for an offer of a new Tenancy subject to:

- [] A change of property to [address of new property] which is suitable for your housing needs as identified in the review; [and]
- [] a change in the rent to be paid, either due to a change of property, or change in financial circumstances.

An Offer Letter is enclosed with this letter in respect of a New Tenancy Agreement. Please note:-

[] This Tenancy Agreement is a new Tenancy Agreement for a fixed term of five years on terms otherwise identical to the prior Tenancy Agreement. The rent payable will be [] per week.

[] This Tenancy Agreement is a new Tenancy Agreement for a fixed term of five years which is offered in respect of a property more suitable for your needs, namely [*insert*

address]. If you do not wish to enter into a tenancy of this property, you should make arrangements to vacate your existing Property in line with the terms of your current Tenancy Agreement as previously advised. If you do wish to accept the offer of the new property, please carry out the instructions in the attached letter and contact the Landlord to arrange a mutually convenient time and date to transfer from your existing property to the new property. **Please note: This date must be on or before the expiry of your existing tenancy.**

Note: You must adhere to the requirements to enter into the new Tenancy Agreement which include signing and returning one copy of the Tenancy Agreement to the Landlord prior to the expiry of your existing Tenancy Agreement as set out in the offer letter.

The offer of tenancy relies on the information provided by you in your application and any subsequent review of your circumstances. You should note that false declaration or the withholding of relevant information for the purpose of obtaining public sector housing is an offence under Schedule 3 of the Housing (Miscellaneous Provisions) Act 1976.

If you are unsure as to your obligations or rights as a Tenant, please contact the Landlord in the first instance with any queries, or otherwise you should take your own legal advice or contact the Citizens Advice Bureau.

Yours sincerely

For and on behalf of the Landlord

Enc. Offer Letter

Offer Letter

Date

Name(s) and Address

Dear []

Re: OFFER OF NEW TENANCY

Property: [Property address], Isle of Man ("the Property")

Tenancy Agreement dated [] ("the Tenancy Agreement")

Landlord: [Department/Commissioners] ("the Landlord")

Offer of Tenancy

We enclose two copies of your new Tenancy Agreement with this letter. Should you wish to accept the tenancy of the Property which is strictly subject to the acceptance of the terms of the tenancy set out in the Tenancy Agreement, you must do the following:-

1. Sign one copy of the Tenancy Agreement and return it by post or hand delivery to the Landlord at the above address;
2. Contact the Landlord to arrange payment of rent in accordance with the Landlord's preferred method/s of payment.

Note: You must adhere to the requirements in this letter to enter into the new Tenancy Agreement which include signing and returning one copy of the Tenancy Agreement to the Landlord prior to the expiry of your existing Tenancy Agreement as set out in this letter.

The offer of tenancy relies on the information provided by you in your application and any subsequent review of your circumstances. You should note that false declaration or the withholding of relevant information for the purpose of obtaining public sector housing is an offence under Schedule 3 of the Housing (Miscellaneous Provisions) Act 1976.

Terms and Conditions

We draw your attention specifically to the term of the new Tenancy Agreement which is for a fixed period of five years. This is subject to notice which can be given by either party in certain circumstances. The other terms of the Tenancy are set out in the Tenancy Agreement which you should familiarise yourself with. By signature and return of the Tenancy Agreement and/or by taking up occupation of the Property you will be deemed to have accepted the Terms and Conditions of the Tenancy.

The Tenant Handbook which is available from the Housing Office sets out the Landlord's policy with regard to the grant of all tenancies with further guidance. This includes the requirement to review your circumstances, in order for the Landlord to determine whether you will be eligible for a grant of a new tenancy either on the same terms, or different terms dependent upon your circumstances.

Termination of Tenancy Agreement

Please note that in certain circumstances a new tenancy may not be offered following expiry of the five year term of the Tenancy Agreement. The Tenant Handbook also covers the criteria you must fulfil in order to remain eligible for an offer of a new tenancy, and the requirement to provide the Landlord with the information they require to complete any review.

The Landlord will contact you by letter not usually less than 6 months prior to the expiry of your Tenancy Agreement to remind you of the expiry date, and any new grant of tenancy or review of circumstances, details of which are also included in the Tenant Handbook.

Please note: The Tenancy Agreement will expire at the end of five years. If no new tenancy is agreed, or if you fail to return the relevant forms for review of your circumstances, you will be required to have made arrangements to vacate the Property on that date.

Acceptance of the Tenancy Agreement

As requested above, please sign and return the Tenancy Agreement to the Landlord with confirmation of your arrangements to pay the rent from the first date of the Tenancy Agreement (if different).

If you are unsure as to your obligations or rights as a Tenant, please contact the Landlord in the first instance with any queries, or otherwise you should take your own legal advice or contact the Citizens Advice Bureau.

We would ask you to note that the Property will not be allocated to you to occupy following the expiry of your existing Tenancy Agreement, unless and until the new Tenancy Agreement has been signed and returned and rent payment arrangements have been made or confirmed with the Landlord. If under any circumstances occupation continues, the terms of the Tenancy Agreement enclosed will apply from the date of expiry of the former Tenancy Agreement and will be deemed to have been accepted.

Yours sincerely

For and on behalf of the Landlord

Appendix I: Letter 6 – (Outcome 3) Termination of Tenancy following Review and no re-grant or renewal

Date

Name(s) and Address

Dear [Tenant Name]

Re: EXPIRY OF TENANCY

Property: [Property Address], Isle of Man ("the Property")

Tenancy Agreement dated [] ("the Tenancy Agreement")

Landlord: [Department/Commissioners] ("the Landlord")

We write with reference to the above and further to the grant of your Tenancy Agreement in respect of the Property. You will recall upon entering into the Tenancy Agreement that this was for the fixed term of five years. **Your existing Tenancy Agreement will expire on []**.

Review of Tenancy

As you will recall, the Landlord has certain criteria which must be fulfilled by all tenants, in order to be and remain eligible for a tenancy of the Landlord's housing stock. Following a review of your circumstances, we confirm that you are **not eligible** for an offer of a new Tenancy at the Property.

You are not eligible for an offer of a new Tenancy at the Property due to [a change in circumstances (financial or otherwise) meaning that you no longer satisfy the eligibility criteria] [and] [the grounds of your tenancy history, namely [non-payment of rent/anti-social behaviour/other breach of the Tenancy Agreement/bye law breach].

We have previously confirmed to you that upon the end date of the tenancy agreement, the agreement will automatically expire. As you are not eligible for the grant of any new tenancy, and in line with the previous offer, tenancy agreement, policy, handbook and prior correspondence, you are advised to make immediate arrangements to:

1. Ensure that the Property is in good order and tenantable condition in accordance with your tenancy agreement;
2. Remove your belongings and furniture from the Property in good time, or at the latest by 12 noon on the [] being the date of expiry of the Tenancy Agreement;
3. Ensure that you have all keys to the Property to hand ready to deliver up to the Landlord on the date you vacate the Property.

As with previous reminders, you may also be contacted by the Landlord to arrange for inspection prior to the expiry of the Tenancy Agreement with a view to the Landlord carrying out works to the Property prior to re-letting the same, in accordance with the provisions of the Tenancy Agreement. If you have any queries or difficulties in vacating the Property, please contact the Landlord urgently to advise.

If you are unsure as to your obligations or rights as a Tenant, please contact the Landlord in the first instance with any queries, or otherwise you should take your own legal advice or contact the Citizens Advice Bureau.

Yours sincerely

For and on behalf of the Landlord

Appendix J: Allowable Income and Benefits

Benefits & Income for uses of assessment to Public Sector Housing

Income & Benefits to include for ACCESS TO THE LIST
Wages, salary & income from self-employment
Employment related pension
Maintenance
Child benefit
Adoption Allowance
Income Support (unless over 60yrs)
Widows Pension/Widowed Mother's Allowance
State Retirement Pension
Carers Allowance
Paternity Allowance

Income & Benefits to include for the allocation of POINTS
Wages, salary & income from self-employment
Employment related pension
Maintenance
Adoption Allowance
Income Support (unless over 60yrs)
Widows Pension/Widowed Mother's Allowance
State Retirement Pension
Carers Allowance
Paternity Allowance

Income & Benefits to IGNORE
Employed Persons Allowance
Incapacity Benefit
Attendance Allowance
Disability Living Allowance
Severe Disablement Allowance
Guardian's Allowance
Maternity Allowance
Industrial Injuries Benefit
War Widows Pension
Bereavement Payment (unless paid weekly)
Jobseeker's Allowance
Funeral Payment
Nursing Care Contribution
Christmas Bonus