

# Private Rented Sector Access Scheme Policy

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## **1. Executive summary**

- 1.1 The Council has a range of statutory obligations to assist households who are homeless or threatened with homelessness. In many cases this requires the Council to provide temporary accommodation while alternative accommodation is secured.
- 1.2 Due to the demand for Council housing and other forms of affordable housing that can be secured through the Council's housing register, it is often necessary to utilise private rented accommodation to reduce the negative impacts on health and well-being that result from long stays in temporary accommodation.
- 1.3 In many cases, households who the Council seek to assist are in receipt of housing benefit, and due to the disparity between housing benefit levels and market rent it is necessary for the Council to provide a range of incentives to secure private rented accommodation.
- 1.4 This policy sets out how the Council intends to work with private landlords and property owners to secure suitable accommodation for households who are homeless and threatened with homelessness, and as a result reduce the length of stay in temporary accommodation.
- 1.5 This policy formalises the work that the Council currently undertakes to secure accommodation in the private rented sector and sets out how the Council intends to work with private landlords and property owners to provide a range of different accommodation types to meet the needs of households who are assisted by the Council.

## **2. Background**

- 2.1 Housing is a key determinant of health and well-being and poor housing directly impacts on residents' health. Where households become homeless and are accommodated in temporary housing, there is a similar negative impact.
- 2.2 Where households occupy temporary accommodation there is often a negative impact that results. Where families include children there can be disruption to schooling and educational achievement can be impacted through reduced space and privacy to study and in some cases a change of school is necessary.
- 2.3 It is therefore important that households who become homeless are assisted into long-term accommodation at the earliest opportunity to reduce the negative consequences of temporary accommodation.

### **3. The aims of the policy**

- 3.1 The Council is committed to supporting homeless households through the use of high quality temporary accommodation and through securing suitable long-term homes.
- 3.2 As such the Council aims to reduce the length of stay in all forms of temporary accommodation, and recognises the role that the private rented sector can play in providing appropriate accommodation for households.
- 3.3 This policy aims to:
- i) Prevent homelessness by assisting households threatened with homelessness to secure affordable private rented accommodation;
  - ii) Relieve homelessness by assisting households to secure sustainable long-term private rented accommodation, and;
  - iii) Improve the health and well-being of homeless households by securing good quality temporary accommodation working with the private rented sector and reducing time spent in temporary accommodation.

### **4. Let's Rent**

- 4.1 The Let's Rent offer is made up of three schemes:
- i) Let's Rent; Core
  - ii) Let's Rent Connect and;
  - iii) Let's Rent Complete
- 4.2 All Let's Rent schemes are underpinned by a common service offer for landlords and tenants that provides the following services:
- i) No letting or tenancy fees
  - ii) Dedicated officer contact
  - iii) Free provision of advice and assistance
  - iv) Free independent inventory to minimise disputes
  - v) Free dispute resolution
  - vi) Tenant affordability assessment

4.3 In addition to the common service offer, each Let's Rent scheme provides a distinct offer to private landlords and property owners as set out below:

	Let's Rent		
	Complete [Lease and repair]	Connect [Part managed]	Core [Bond]
Guaranteed rent in advance	✓	✗	✗
Rent paid when vacant	✓	✗	✗
Full Tenancy Management	✓	✗	✗
Free gas and electrical certification <sup>1,2</sup>	✓	✓	✗
Free end of tenancy clean	✓	✓	✗
Tenancy sustainment	✓	✓	✗
Routine inspections	✓	✓	✗
Preparation of tenancy paperwork	✓	✓	✗
Accompanied viewings	✓	✓	✗
Right to rent checks	✓	✓	✗
Cash Incentive	✗	✓	✗
Cash Deposit	✗	✓	✗
Rent payment in advance	✗	✓	✗
Rent Deposit Bond	✗	✓	✓

#### Let's Rent - Core

- 4.4 Let's Rent Core is a Rent Deposit Bond Scheme which assists eligible households who are able to secure private rented accommodation but do not have the financial means to give their prospective landlord a cash deposit.
- 4.5 The Let's Rent Core bond provides coverage up to £2,500.
- 4.6 The tenant will usually find their own private rented property and use the Bond in lieu of a cash deposit to secure a minimum six month assured shorthold tenancy for the property.

<sup>1</sup> For properties new to Let's Rent

<sup>2</sup> Gas certification only available where the property has not been rented immediately prior

- 4.7 The Council bond is a legal agreement between all parties that provides the private landlord with the financial insurance to cover any potential rent arrears or expenses in connection with tenants who act in an un-tenant-like manner.
- 4.8 Let's Rent Core can assist tenancies both within the Borough and further afield, and where there is a valid claim against the bond, the Council will recover monies from the tenant.
- 4.9 Where landlords intend to claim against the Council bond they are required to inform the Council within specified timescales to ensure that claims can be investigated efficiently and to ensure that claims do not escalate unnecessarily.
- 4.10 The full scheme details for Let's Rent Core can be found at Appendix 1.

#### **Let's Rent Connect**

- 4.11 Let's Rent Connect provides a part-managed service to private landlords where the Council finds tenants to occupy suitable private rented accommodation.
- 4.12 Let's Rent Connect provides a financial incentive to private landlords of £2,000 to secure nomination rights to the property for three years.
- 4.13 Let's Rent Connect tenants sign an Assured Shorthold Tenancy for a minimum 12 month period with the private landlord, and the Council also offers a rent deposit bond (as in Let's Rent Core).
- 4.14 The Council will undertake a range of tenancy visits to ensure that wherever possible Let's Rent Connect tenancies are sustained, and Council officers are available to assist landlords prepare the necessary tenancy documents.
- 4.15 The Council will also provide landlords with the necessary documentation that they need to satisfy the legal requirements around 'Right to Rent' checks.
- 4.16 Where Let's Rent Connect tenants are in receipt of Housing Benefit, a rent in advance payment will be made on commencement of the tenancy to ensure that there are no rent arrears while the Housing Benefit claim is being processed. This payment is recoverable by the Council at the end of the tenancy.
- 4.17 Let's Rent Connect may also incorporate a cash deposit instead of the rent deposit bond in exceptional circumstances.
- 4.18 The full scheme details for Let's Rent Connect can be found at Appendix 2 and an indicative financial comparison is set out in Appendix 4.

## **Let's Rent Complete**

- 4.19 Let's Rent Complete is a full repair lease and fully managed scheme between the property owner and the Council. The Council then lets the property to eligible households.
- 4.20 Let's Rent Complete leases ordinarily run for a minimum two-year term, and the Council returns the property to the owner in the same condition as at the commencement of the lease. During the lease term the Council is responsible for most repairs<sup>3</sup>.
- 4.21 The lease agreement provides a guaranteed payment to the property owner which is paid annually in advance<sup>4</sup>, and the property owner is not liable for any losses due to void periods or most repairs.
- 4.22 The annual lease payment equals 90% of the relevant Housing Benefit amount for the property, and given the additional services offered through the scheme, provides a competitive financial return for property owners as set out in Appendix 4.
- 4.23 Council officers undertake a range of tenancy visits to ensure that wherever possible Let's Rent Complete tenancies are sustained, and Council officers will ensure that tenants have the right to rent the property.
- 4.24 At the end of the Let's Rent Complete lease period, either a further lease is agreed, or the property is returned to the owner in the same condition as at the commencement of the lease with vacant possession.
- 4.25 The full scheme details for Let's Rent Complete can be found at Appendix 3.

## **5. Eligibility criteria**

- 5.1 Let's Rent schemes are subject to appropriate eligibility criteria as set out below.

### **Landlords and property owners**

- 5.2 All prospective landlords for Let's Rent Core and Connect must complete an application form confirming their property details, contact details and that they are a fit and proper landlord.
- 5.3 Applications to Let's Rent Connect should also be submitted with a current gas certificate, Energy Performance Certificate, Electrical Installation Condition Report and proof of ownership.
- 5.4 Applications to Let's Rent Complete must include permission to lease from the mortgage lender and appropriate buildings insurance cover in addition to the requirements set out above.

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<sup>3</sup> Structural repairs are generally excluded

<sup>4</sup> Pro rata payments for leases that commence partway through the financial year

- 5.5 The application for Let's Rent Core will outline the property, tenant and landlord requirements.

### **Tenants**

- 5.6 To be eligible for Let's Rent, prospective tenants should be accepted by the Council as either homeless or threatened with homelessness.
- 5.7 All prospective tenants must complete a financial assessment prior to acceptance onto any of the schemes. Tenants will be encouraged to attend relevant tenant training workshops.
- 5.8 All prospective tenants must attend an interview to discuss rent payments and to establish any support or resettlement referrals required prior to viewing.

## **6. Property Standards**

- 6.1 The Council is committed to ensuring that properties within the private rented sector meet relevant standards, and consequently all Let's Rent Connect and Complete properties will be inspected prior to acceptance on to the scheme. Let's Rent minimum property standards are set out in Appendix 5.
- 6.2 Landlords will be provided an inspection report following the inspection advising of acceptance to the scheme and any changes required before the property can be let. A final inspection will be carried out prior to letting to confirm any works required have been completed to an appropriate standard.
- 6.3 Where a gas inspection or electrical inspection identifies remedial works required, these works will be required to be undertaken before the property is accepted for Let's Rent.
- 6.4 If works are not carried out as requested, the property will not be accepted on to the Let's Rent schemes. In the event that a property is deemed to have Category 1 hazards<sup>5</sup> and a property is not improved, a referral will be made to the Housing Standards Team and enforcement action will be instigated in accordance with the Council's relevant enforcement policy<sup>6</sup>.
- 6.5 Tenants securing their property direct with a landlord and using the Let's Rent Core scheme will be provided with a checklist for a basic tenant property inspection, including confirmation of necessary safety certificates and key information (for example the location of mains water supply stopcock, how to control the heating system etc).

## **7. Claim disputes**

- 7.1 Landlords and tenants may request a review of claim decisions within 5 days of receiving the claim decision. The review request must be in writing and should outline the reasons for the review and include all supporting evidence.

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<sup>5</sup> As defined by the Housing Health and Safety Rating System Regulations 2005

<sup>6</sup> Currently the Housing Standards Enforcement Policy 2017



7.2 The tenant will receive confirmation of claim details from the Council and will be given 7 days to submit a response which must include all supporting evidence. If a tenant does not make contact, the claim will be assessed without input from the tenant.

7.3 The Council's review decision will be final, however customers may wish to utilise the Council's complaints process if they remain unsatisfied.

## **8. Tenant debt following claim**

8.1 Any agreed claim in respect of a rent deposit bond will be recharged to the tenant. Following payment from the bond the tenant will be invoiced by the Council.

8.2 If payment is not made the Council may decide to take court action to recover the debt. Any court action will increase the debt and will include court fees, legal costs and statutory interest<sup>7</sup>.

## **9. Tenancy sustainment**

9.1 All Let's Rent Connect and Complete properties will receive tenancy sustainment visits within 2 weeks of a new tenancy, within the first 6 months and annually thereafter as a minimum.

9.2 Landlords and tenants will receive written confirmation of the inspection outcome within three days of the visits.

9.3 An assessment of each tenancy as well as the property condition will determine the frequency of future visits and visit frequency will be increased as required.

## **10. Complaints**

10.1 Where a customer is not satisfied with the way they have been treated by the Council in connection with this policy they can make a formal complaint.

10.2 All complaints will be investigated and a written response will be provided within the timescale set out in the complaints policy.

10.3 Full details of the Council's complaints process can be found on the Council's website.

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<sup>7</sup> Currently 8%

## **Appendix 1 - Let's Rent Core scheme details**

- 1) Landlords will only be eligible if they have met the criteria set out in this policy.
- 2) The maximum rent deposit bond level is £2,500.
- 3) To be eligible for Let's Rent Core an assured shorthold tenancy of minimum 6 months duration must be entered into.
- 4) If the property is within a 20 mile radius of Woking, the Council will pay for and instruct a professional inventory company to complete a check-in inventory prior to tenancy commencement and check-out inventory at tenancy end.
- 5) If the property is let through a Letting Agent it will be assumed that a professional inventory has been completed.
- 6) Any rent deposit bond claims will be assessed in accordance with Appendix 7.
- 7) Let's Rent Core will not be available to any prospective tenant who has a housing-related debt to the Council (including any Council-owned company), or a registered provider (i.e. housing association).
- 8) Where the Council accepts a rent deposit bond claim the Council will seek to recover all costs from the tenant.
- 9) The Council reserves the right to refuse a Let's Rent Core application at any time.
- 10) Let's Rent Core is subject to availability and may be withdrawn at any time.

## **Appendix 2 - Let's Rent Connect scheme details**

- 1) Landlords will only be eligible if they have met the criteria set out in this policy
- 2) A landlord must not have served notice to end a tenancy in order to take advantage of landlord incentives. If a tenancy was ended in this way, the landlord will not be able to access the scheme.
- 3) A non-repayable cash incentive of £2,000 will be paid per property to landlords, providing a nominations agreement has been signed that provides the Council with future tenancy nominations for a period of three years.
- 4) If the landlord breaches the nominations agreement or is found to have breached the agreement the Council will recover any incentive payments made.
- 5) To be eligible for Let's Rent Core an assured shorthold tenancy of minimum 12 months duration must be offered to tenants nominated by the Council.
- 6) Two months rent in advance may be paid to the landlord on tenancy commencement. The landlord will be required to invoice the Council.
- 7) The landlord will be required to sign an agreement to repay the final rent payment to the Council. This is likely to be the final Housing Benefit payment if paid direct to the landlord. The landlord will be invoiced by the Council if Housing Benefit is not paid direct to them.
- 8) The Council will pay for and instruct a professional inventory company to complete a check-in inventory prior to tenancy commencement and check-out inventory at tenancy end.
- 9) If the property is let through a Letting Agent it will be assumed that a professional inventory has been completed.
- 10) The Council will pay for and instruct an annual Gas CP12 landlord certificate and/or Electrical Installation Condition Report (EICR) prior to tenancy commencement up to the value of £250. The Council will not pay for any remedial action required following EICR or any subsequent certificates.
- 11) Any rent deposit bond claims will be assessed in accordance with Appendix 7.
- 12) Let's Rent Connect will not be available to any prospective tenant who has a housing-related debt to the Council (including any Council-owned company), or a registered provider (i.e. housing association).

- 13) Where the Council accepts a rent deposit bond claim the Council will seek to recover all costs from the tenant.
- 14) Council reserves the right to refuse a Let's Rent Connect application at any time.
- 15) Let's Rent Connect is subject to availability and may be withdrawn at any time.

### **Appendix 3 - Let's Rent Complete scheme details**

- 1) Property owners will only be eligible if they have met the criteria set out in this policy
- 2) A Let's Rent Complete lease will usually last for a minimum two year term with the Council taking responsibility for all day to day repairs, while the owner remains responsible for structural repairs.
- 3) Where both parties agree the lease may be renegotiated prior to the end of the initial lease agreement.
- 4) The lease agreement will include an annual lease payment paid in advance at the start of each financial year in April. Where a lease starts during the financial year the initial and final payments will comprise payments for each respective part of the financial year.
- 5) Lease payments will be calculated at 90% of the weekly local housing allowance rate for the property annualised.
- 6) Lease payments are made regardless of any void periods.
- 7) Lease payments will be reviewed annually and will be revised to take account of any change in local housing allowance levels (if applicable).
- 8) At the end of the lease the Council will return the property to the owner in a comparable condition to that at the commencement of the lease.
- 9) Where the Council incurs costs as a result of the tenant's behaviour the Council will seek to recover all costs from the tenant.
- 10) Council reserves the right to refuse a Let's Rent Complete application at any time.
- 11) Let's Rent Complete is subject to demand and availability and may be withdrawn at any time.

## Appendix 4 - Let's Rent example financial comparison

The following example shows an indicative comparison of Let's Rent Complete and Connect when compared with letting privately through a letting agent. Please note that a number of assumptions are made and property owners should seek full financial information before proceeding.

### Example two bedroom property – Let's Rent vs High Street letting agent:

	Letting through High Street Letting Agent	Let's Rent Complete	Let's Rent Connect
<b>Annual Letting income</b>			
Your monthly Letting Income	£1,200.00 <sup>8</sup>	N/A	£966.16 <sup>9</sup>
Cash incentive	N/A	N/A	£666.67 <sup>10</sup>
Your total annual Letting Income	£14,400.00	£10,434.48 <sup>11</sup>	£12,260.59
<b>Annual Letting costs/fees</b>			
Allowance for annual repairs	£250.00	£0.00*	£0.00
Annual Gas test	£70.00	£0.00	£0.00
Electrical certificate	£120.00	£0.00	£0.00
Letting Agency fees (10% <sup>12</sup> )	£1,728.00	£0.00	£0.00
Possible rent arrears loss (1.5%)	£198.00	£0.00	£173.91
Possible void loss (3 weeks)	£830.77	£0.00	£668.88
Inventory	£102.00	£0.00	£0.00
Paperwork preparation	Included in agency fees	£0.00	£0.00
<b>Total net annual income</b>	<b>£11,101.23</b>	<b>£10,434.48 (Guaranteed)</b>	<b>£11,397.80</b>

<sup>8</sup> [www.home.co.uk](http://www.home.co.uk) - median market rent for a 2 bedroom property in Woking as of 08/08/2017 and comparing 232 properties

<sup>9</sup> Current local housing allowance level for a 2 bedroom property in Woking

<sup>10</sup> £2,000 incentive for three years equals £666.67 for each of the three years pro rata

<sup>11</sup> 90% of current local housing allowance level for a 2 bedroom property in Woking

<sup>12</sup> Plus vat at 20%

## Appendix 5 – Let's Rent minimum standards

- 1) Under the Housing Health and Safety Rating System (HHSRS), a dwelling should provide a safe and healthy living environment for both the occupants and any visitors. The HHSRS involves an evidence-based risk assessment process, which will form the basis of any inspection of a property prior to joining Let's Rent.
- 2) The property should comply with the four main Decent Homes criteria:
  - a) The property meets the current statutory minimum standard for housing (free from HHSRS Category One hazards).
  - b) The property is in a reasonable state of repair.
  - c) The property has reasonably modern facilities and services.
  - d) The property provides a reasonable degree of thermal comfort.
- 3) The other Let's Rent property standard requirements are:
  - a) Provision of an Electrical Installation Condition Report of the complete electrical installation within the property. Any Code 1 and Code 2 faults identified are to be rectified as a minimum requirement.
  - b) Completion of portable appliance testing (PAT) and certification for any electrical appliances left for use by the tenant.
  - c) Provision of a Landlords Gas Safety Record certificate for the gas installation.
  - d) Provision of an Energy Performance Certificate.
  - e) Completion of a Fire Risk Assessment for any communal stairwell.
  - f) Installation of mains operated (with battery back-up) ceiling mounted smoke detectors to each floor.
  - g) Ensuring the heating and hot water systems are fully operational and working correctly.
  - h) Cleaning the property throughout to include the kitchen units and fittings, bathroom suite and sanitary ware and floorcoverings.
  - i) Ensuring decoration is to a good standard.
  - j) Ensuring all floorcoverings are to a good standard.
  - k) Ensuring window casement handles in working order.
  - l) Ensuring any built in appliances left are fully operational and working correctly.
  - m) Completion of any other remedial work as recommended by the Council.
  - n) The property to be unfurnished, however floor coverings and curtains/blinds are to be provided throughout the property.

## Appendix 6 – Rent Deposit Bonds

- 1) The Bond will be available to households that are eligible for assistance under the Housing Act 1996 as amended by the Homelessness Act 2002.
- 2) The Bond is an undertaking by the Council to cover costs up to the Bond value in the same way that a cash deposit would. There is no requirement for the landlord to protect a Bond.
- 3) A Bond can only be offered following a face to face interview with the household to confirm eligibility and that a Bond is the most suitable form of assistance.
- 4) A Let's Rent Core Bond is only valid with a minimum 6 month Assured Shorthold Tenancy signed by the landlord and tenant.
- 5) A Let's Rent Connect Bond is only valid with a minimum 12 month Assured Shorthold Tenancy signed by the landlord and tenant.
- 6) A Bond is only valid for the tenant/s and address named on the Bond form and cannot be transferred.
- 7) A Bond in joint tenant names will mean both named parties are jointly and severally liable for any claim.
- 8) The Bond will be valid for the life of the tenancy.
- 9) A Bond in a Letting Agent name may be transferred to the landlord (or another party) at a later date however no claims will be accepted for the period prior to the transfer date.
- 10) All Letting Agents are required to be registered with a valid Redress Scheme as set out in The Redress Schemes for Lettings Agency Work and Property Management Work (Requirement to Belong to a Scheme etc) (England) Order 2014<sup>13</sup>.
- 11) An inventory must be carried out by a professional 3<sup>rd</sup> party prior to tenancy commencement for a Bond to be valid. Without an inventory, the Bond will be void.
- 12) Tenants and landlords will be given 10 working days to verify the inventory at tenancy commencement. If any party disagrees with the noted property condition they must clearly state which items they disagree with on the Inventory Declaration Form. If the declaration form is not returned, it will be taken as an indication that all parties are satisfied with the contents of the

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<sup>13</sup> SI 2014 No. 2359



inventory. The inventory cannot subsequently be challenged during the claim process.

- 13) A Bond is only valid if the rent is within the Local Housing Allowance (LHA) level. A rent level above the LHA can only be agreed following a full tenant financial assessment to confirm it is affordable and should not be more than £30 pcm above the LHA.
- 14) The tenant, landlord and Woking Borough Council Officer must all sign and date the Bond for it to be valid.
- 15) A Bond can only be signed once a Council Officer has agreed the rent is acceptable and they have read the Tenancy Agreement.
- 16) A Bond will be worth a maximum of £2,500 and can be claimed on at the end of the tenancy for rent arrears and/or uninsured loss or damage to the property that is not attributable to fair wear and tear.
- 17) The Bond will not cover utility bills, Council Tax or any arrangement agreed between the landlord and tenant that the Council is not party to.
- 18) Any cash deposit provided by the tenant must be protected in a Tenancy Deposit Scheme and will have first claim.
- 19) Tenant, landlord and Council obligations will be set out in the Bond form.

## Appendix 7 – Bond claims

- 1) During the tenancy, landlords must alert the Council to any rent arrears or damage within 7 days of becoming aware themselves. Council Officers will then investigate and provide support and guidance to address issues and to promote tenancy sustainment.
- 2) Any claim against the Bond must be made within 14 days of the tenancy end date or when occupation ends (unless there are exceptional circumstances). Failure to do this may result in a claim against the Bond being refused.
- 3) The Bond cannot allow 'betterment' i.e. the landlord cannot expect the tenant to pay for the full cost of an item that was not new at the start of the tenancy. Betterment also takes in to account the length of the tenancy and age of the item. This is a principal supported by case law and the Association of Residential Lettings Agents.
- 4) Any claims will be subject to completion of a claim form and supporting evidence from the landlord in the form of quotes/receipts, a full rent statement, an independent inventory completed prior to the tenancy starting and at termination of tenancy etc.
- 5) The Council may offer a compensation amount in lieu of receipts if an item has not been replaced. The value of this offer will be assessed using an agreed fair wear and tear calculation (as set out in the example below):

<b>Compensation calculation considering fair wear and tear – carpet renewal</b>		
A	Cost of similar carpet	£1,000
B	Age of existing carpet	3 years
C	Average useful lifespan of the item	7 years
D	Residual lifespan of the item (C – B)	4 years
E	Depreciation value rate of item (A ÷ C)	£142.85
<b>Reasonable apportionment amount (D x E)</b>		<b>£571.40</b>

- 6) The Council will assess a claim within 28 days of receipt and advise all parties in writing.