

CANNOCK CHASE COUNCIL
MINUTES OF THE MEETING OF THE
APPEALS AND COMPLAINTS PANEL
WEDNESDAY, 3 JUNE 2009 AT 10.00 A.M.
IN THE CIVIC CENTRE, BEECROFT ROAD, CANNOCK
PART 1

PRESENT: Councillors

Mawle, D.L. (Chairman

Grice, Mrs. D.
Grocott, M.R.

Morgan, C.W.J.

(An apology for absence was received from Councillor J. Burnett)

1. Appointment of Chairman

Councillor D.L. Mawle was appointed Chairman for the meeting.

2. Exclusion of the Public

RESOLVED:

That the public be excluded from the remainder of the meeting because of the likely disclosure of exempt information as defined in Paragraphs 2 and 3, Part 1, Schedule 12A, Local Government Act 1972 (as amended).

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PART 2

65. Homelessness Appeal

Consideration was given to the Not for Publication Report of the Head of Planning and Regeneration (Enclosure 5.1 – 5.4 of the Official Minutes of the Council).

The Appellant attended the hearing to present her case.

The Chairman invited all those present to introduce themselves.

The Officer presented the Council's case by taking the Panel through the report. The Officer indicated that the Appellant's landlord had provided her with a written statement, together with copies of photographs taken of the property on the day of the Appellant's eviction. These were circulated to Members of the Panel. The Officer also confirmed that the Appellant was no longer pregnant, as indicated in the report, and had now had a baby.

The Appellant was then afforded the opportunity to ask questions of the Officer.

The Appellant was of the opinion that the rent arrears at the time of her eviction were in the region of £350-£375, and not £1981.68 as indicated by the landlord. The Appellant stated that she had made a number of 'cash payments' to the landlord to repay the rent but had not bought the receipts with her to the meeting. She also indicated that in October 2007 she had made a lump sum payment of £1,000.00 to clear the arrears owing at that time. The Appellant also indicated that she had sought advice from the Council's Housing Options Team with regard to her situation, which was confirmed by the Officer. However, Members of the Panel were advised that the Appellant had been written to on a number of occasions regarding the conduct of her tenancy and in particular the issue of rent arrears and was advised of the consequences of not paying her rent on time.

Members of the Panel were then afforded the opportunity to ask questions of the Officer and sought clarification with regard to the period within which the Appellant was in arrears with her rent. The Panel were advised that rent arrears had accrued from the start of the tenancy and that arrears existed throughout the whole of the tenancy period. The Officer indicated that she had been provided with evidence from

the Appellant's landlord with regard to the period of time within which the arrears had occurred, together with copies of three notices threatening eviction.

At this point the meeting adjourned for ten minutes whilst the Panel considered the additional evidence submitted.

On the meeting being reconvened, the Panel enquired whether the Council undertook to inspect properties that had been nominated to individuals seeking privately rented accommodation. Members were advised that the Appellant had been nominated the property by the Council's Housing Options Team and that prior to her moving in, the property had been inspected and was in a good state of repair.

When asked about the level of rent for the property, the Officer advised that this was £425.00 per calendar month but had been increased after a time by the landlord to £450.00 per month. She also advised that for the majority of the tenancy duration, partial Housing Benefit was in payment to cover the rent, with the balance/shortfall of rent being paid by Miss Cook to her landlord direct.

Members sought clarification with regard to the timeline between the Appellant moving into the property and the Council's Environmental Health Department issuing an Improvement Notice to the landlord to carry out repairs to the leak in the conservatory roof. Members were advised that the Appellant moved into the property in August 2004 and that during 2007 the Appellant had contacted the Council's Environmental Health Department to complain about her landlord's failure to carry out the repairs to the conservatory. This was duly investigated and on 26th July 2007 the landlord was served with an Improvement Notice under the provisions of the Housing Act 2004. In December 2007 an Environmental Health Officer visited the property and was of the opinion that the "Category 1 hazard" issues had been complied with and that no further enforcement action by the Council was necessary.

The Appellant was then afforded the opportunity to put her case.

The Appellant stated that when she moved into the property there was a leak to the conservatory roof and this was reported to her landlord straight away, who promised to have it repaired. She repeatedly asked the landlord to carry out the repairs, but to no avail. She became pregnant with her third child in 2007 and the conservatory roof had still not been repaired. She felt that the landlord's failure to repair resulted in the property becoming a danger to her and her family. Despite the repairs not being done the landlord was constantly telephoning Miss Cook and her partner about the rent not being paid.

The Appellant also added that she lost her job at the end of 2004/beginning of 2005 and began claiming state benefits. It was at this time that the landlord increased the rent from £425.00 to £450.00 per calendar month.

The Officer was then afforded the opportunity to ask questions of the Appellant. The Officer asked why the Appellant had refused to pay her rent.

The Appellant responded by stating that she did not refuse to pay her rent, but merely that she would resume making payments once the landlord had completed the repairs

which he had promised her on many occasions. However, when questioned further, the Appellant admitted that the rental payments she withheld were not set aside, and had instead had been used for redecoration.

Members of the Panel were then afforded the opportunity to ask questions of the Appellant and in particular sought clarification as to whether the Appellant was aware of the consequences of not paying her rent. The Appellant confirmed that she had put her tenancy at risk by withholding her rent and accepted that she should not have done this. She acknowledged that her act of not paying the rent ultimately resulted in her being evicted and becoming homeless.

Finally, both parties were afforded the opportunity to sum up their respective cases. The Panel then deliberated in private calling on only the Council's legal advisor and Senior Committee Officer for advice.

RESOLVED:

That, having considered all the information submitted to it, the Appellant's appeal be dismissed and the Officer's original decision be upheld on the basis that the Appellant had made herself intentionally homeless.

Reasons for the Decision

The Appeals and Complaints Panel decided to uphold the Tenancy Services Manager's original decision to find the Appellant intentionally homeless as a result of her being evicted due to there being outstanding arrears of rent.

The Panel noted that the Appellant was in arrears from the outset of the tenancy, and was given sufficient time and assistance to resolve the issue.

The Panel carefully considered the representations made in relation to the reasons for withholding the rental payments. However, the Panel considered that the property was available for the Appellant's continued occupation had the rental payments been kept up to date.

Accordingly, the Panel was of the opinion that the Appellant had made herself intentionally homeless. As a result the appeal was dismissed.

CHAIRMAN