

## Appendix 2

# The Lincoln Tenants' Panel Constitution

1.0	<b>Aims of the Lincoln Tenants' Panel (LTP)</b>
1.1	Primary responsibility for delivering the City of Lincoln Council's social housing objectives and responsibilities lies with the Council's Executive who govern local authority housing services. The Lincoln Tenants' Panel has been established by the City Council as an elected group to represent tenants across the city. In accordance with the principles of co-regulation set out in the Regulatory Framework for Social Housing in England, it aims to bring together tenants to act as a consultative panel to the City of Lincoln Council in the discharge of its housing landlord functions as a Registered Provider of Social Housing as follows:
1.2	LTP represents the interests of all council tenants and leaseholders in meetings with officers and members of the Council.
1.3	LTP acts as the lead consultative panel for the Council on matters relating to the Council's housing landlord functions and the management and maintenance of council housing to ensure that, through LTP, tenants are given a wide range of opportunities to: <ul style="list-style-type: none"><li>• Influence and be involved in the formulation of the Council's housing management policies and the housing business plan</li><li>• Influence and be involved in the making of decisions about how housing related services are delivered, including the setting of service standards</li><li>• Influence and be involved in the scrutiny of the performance of housing management services and the making of recommendations to the Council about how performance might be improved.</li></ul>
1.4	LTP will be consulted on the Housing Business Plan and associated housing capital and revenue budgets (the Housing Investment Programme and Housing Revenue Account) including proposed changes to such budgets and new initiatives.  LTP and the council will work in partnership to improve services for tenants and fulfil their role as set out in this constitution
1.5	LTP will be consulted on the Council's Tenant Involvement Strategy and on the formulation of any local service standards (or "local offers") to supplement the national housing standards set out in the Regulatory Framework.
1.6	LTP will monitor and scrutinise the service delivery and performance of the Council's housing landlord service in delivering services against the national housing standards and any agreed "local offers" and will make any recommendations for improvements to service delivery that it considers appropriate to Housing Scrutiny Sub Committee or Director of Housing & Investment at it considers appropriate.
1.7	LTP will agree a work programme that focuses on a number of key areas with the

	<p>Director of Housing and Investment or relevant Assistant Directors. The council will provide a reasonable level of support to allow LTP to complete the work programme. In line with the agreed work programme COLC will involve LTP in changes to policies and services and keep LTP updated of progress made.</p> <p>The council can refuse to support items not on the agreed work programme, where it is judged this would have an impact on staff resource and time.</p>
1.8	<p>LTP will put forward all recommendations for service changes to the DHI and the relevant assistant director for a decision. These recommendations should follow work being carried out from the agreed LTP work programme. A full response from the Assistant Director will be given to LTP, this will state if recommendations have been accepted or otherwise, where they haven't been accepted a reason will be given.</p>
1.9	<p>LTP will provide constructive feedback to the council, that can be used to help improve services. LTP will only raise concerns where there is sufficient evidence and a systematic failing can be shown.</p> <p>LTPs remit can also cover other council functions that affect residents at a community level, e.g., refuse collection, parks and green space. Any work under this remit must be agreed by the council and not affect LTP's primary responsibilities to deliver its main role around HRA issues.</p>
1.10	<p>LTP select from amongst its members a Designated Tenants Panel to act as a "Designated Person" for the purposes of the Housing Ombudsman complaints scheme. This Panel's Terms of Reference were agreed by the Council's Executive Committee on and are shown in Appendix 3.</p>
1.11	<p>LTP will receive copies of minutes and notes of all meetings of working groups and Tenant Forums for information and may consider any matters and recommendations referred to it from such groups.</p>
1.12	<p>LTP meetings will be open to other tenants and the public generally and all agendas and reports and papers submitted to LTP for consideration will be made available to the public on request and via the Council's website unless the matter under consideration contains personal or commercially sensitive information considered to be "exempt information" as defined by the Local Government Act 1972.</p> <p>LTP will not deal with individual residents' enquires but can ask residents to send enquires to <a href="mailto:LTP@lincoln.gov.uk">LTP@lincoln.gov.uk</a></p>
1.13	<p>The Council will Support LTP activities by providing resources to allow the panel to operate, send officers to meetings and providing information for all agreed projects that are listed on the agreed work plan. However, the council can refuse to provide information if there is a legal basis for doing so, this will be where the information would be considered 'Part B' under the council's committee system</p>
1.14	<p>The council will support the LTP in provision meetings in line with the agreed LTP work programme, with a degree of reasonable flexibility to deal with any emerging</p>

	issues throughout the year. LTP can submit an updated work programme
1.15	Involve LTP at a strategic level in developing the HRA business plan, this should be in line with spirit of the new and existing legislation and guidance.
1.16	In line with the agreed work programme COCL will involve LTP up to date on planned significant service and policy changes
1.17	The Council will allow LTP to meet with senior housing staff and members (Director of Housing, Assistant Directors and Housing Portfolio Holder) to discuss LTP matters and any concerns LTP might have with the housing service.
1.18	The council will set out full timescales of when LTP's recommendations for service changes will be implemented
<b>2.0</b>	<b>Membership of LTP</b>
2.1	<p>There are 18 seats on LTP</p> <p>Membership of the panel is open to all council tenants and leaseholders of the City of Lincoln Council who meet the eligibility criteria set out below.</p> <p>To be eligible to sit on the LTP, the following criteria must be met. Candidates must:</p> <ul style="list-style-type: none"> <li>• be a secure tenant of the City of Lincoln Council (so your name must be on the tenancy as tenant or joint tenant) or a City Of Lincoln Council leaseholder.</li> <li>• be over 18 years of age</li> <li>• not be in breach of our conditions of tenancy for which Notice of Seeking Possession or court action is outstanding. If a member of LTP is served with such a notice or court action while serving on the LTP, they will no longer be entitled to sit on the LTP until the breach is put right in full, including costs</li> <li>• not be employed by the City Of Lincoln Council.</li> <li>• not be an Elected Member of the City Of Lincoln Council. Anyone standing for election in the City or County Council elections is not allowed to be a member of the LTP from the date the list of candidates is publicly announced until the election is over. This condition applies to LTP members and elected Members seeking re-election. Please note that members, in particular the Portfolio Holder for Housing, may attend at the invitation of the LTP Chair.</li> </ul>
2.2	Membership should be encouraged to be representative of the wider tenant body as a whole in terms of both geographical area and equality and diversity.
2.3	If any dispute remains unresolved between either members of the panel or between officers and elected members of the council and members of the panel an external independent mediator will be appointed. The cost of this will be split between the Tenant Involvement Budget and a council budget.
2.4	LTP members must pass a selection process to join the panel. This will consist of

	<p>completing an application form and attending an informal interview. Potential members must either demonstrate the potential to meet the skills and experience criteria or demonstrate their ability and willingness to gain these skills. This will be assessed through their application form and the informal interview. At the interview responses will be scored against the skills criteria.</p> <p>The maximum number of seats available is 18.</p>
2.5	The LTP member role description is a separate document to the constitution which is available on request from the resident involvement team.
2.6	The application and selection process will be co-ordinated by the resident involvement team.
2.7	<p>Successful candidates will be offered a position on LTP. This position is not time limited, however new LTP members will have their positions reviewed after the first six months. This will be carried out by the resident involvement team in conjunction with the Chair/Vice-Chair. New LTP members must meet their agreed attendance requirements, show a basic capability for the role and not be subject to any verbal warnings. Where an LTP member fails to meet this criterion, they can be asked to stand down immediately.</p> <p>Procedures and guidance for the review will be set out for transparency to new members .</p>
<b>3.0</b>	<b>How the LTP operates</b>
3.1	The Resident Involvement Team will prepare the agendas for meetings and take minutes, they will also send LTP members the agenda and any further information needed a minimum of five working days before the next LTP meeting. The Resident Involvement Team will also provide any other reasonable secretarial and administrative support. Information will be made available in other formats if requested.
3.2	It is the responsibility of LTP members to ensure that they are prepared for the meeting by reading all the relevant papers and bringing them to the meeting.
3.3	The LTP minutes will be sent to all appropriate officers for information and action and will be provided to the Housing Scrutiny Sub-Committee.
3.4	Council officers who have prepared reports for Executive Committee on behalf of Housing Services should ensure that they are submitted to LTP in advance of the Executive Committee for consultation/comment by LTP. The final report to Executive Committee should state whether LTP members have been consulted and record their views and comments to enable Executive Committee to take such comments into account in arriving at its decision.
3.5	The LTP will be consulted on matters which are included in the HRA Business Plan and Housing Revenue Account.
3.6	Special meetings of the LTP may be arranged to discuss specific issues.

3.7	The majority of LTP meetings will be held virtually but there will be face to face meetings. There must be a minimum of three evening meetings a year.
3.8	Appropriate travel, internet, IT/computer and childcare expenses are paid to tenant and leaseholder members attending LTP and committee meetings and training sessions. Claim forms are available on request from the resident involvement team.
3.9	Remote voting on decisions is not allowed, except for urgent decisions on expenditure under £300 and these must be carried out using the budget available to LTP.
<b>4.0</b>	<b>Training protocol</b>
4.1	When becoming a member of LTP tenants will be offered a training plan and all new members will be required to undertake induction training.
4.2	Membership of LTP will enable tenant and leaseholder representatives to develop these skills and the Resident Involvement Team will develop an individual training programme for each LTP member on an annual basis to assist tenant representatives to acquire these skills where necessary. The individual training programme will be agreed with each individual tenant representative and the overall tenant development programme and training budget will be reported to LTP on an annual basis.
4.3	LTP members will be informed at the beginning of each financial year what financial resources are available for training purposes.
4.4	LTP will be kept informed of what external training events are available to them. Decisions on which events to access will be based on the resources available and whether the event meets their training needs.
4.5	All LTP members will have equal access to training opportunities and no tenant representative will be excluded from accessing training unless they are in breach of the Code of Conduct requirements
4.6	In order to make maximum use of resources, attendees at training events will be encouraged to use the most cost-effective methods of transport available, including car sharing where appropriate.
4.7	LTP members will be required to feedback to the next LTP meeting on any training that they have attended.
4.8	LTP members who are scheduled to attend any events should provide as much notice as possible if they are not able to attend.
<b>5.0</b>	<b>Quorum</b>
5.1	LTP meetings are only in quorum if 50% or more of occupied seats of the membership is in attendance.
<b>6.0</b>	<b>Three Yearly General Meeting and Extra-ordinary Meetings</b>

6.1	<p>LTP will hold a General Meeting every three years and Extra-ordinary meetings as required.</p> <p>Not less than 21 days notice will be given for the above meetings.</p>
6.2	Members must be present at the general meeting to be eligible to vote, proxy votes will not be accepted.
6.3	LTP has four seats on the council's <b>Housing Scrutiny Sub Committee</b> and one LTP member as a substitute. When a position is available, LTP members can apply for the position of Housing Scrutiny Sub Committee, applicants will be considered for the suitability of the role against the role description for the position. This will be undertaken by the resident involvement team and the chair and vice-chair. The role description for this is available through the Resident Involvement Team. Changes to the role description must be agreed by the Resident Involvement Manager or suitable representative. Positions will be held for a term of three years, after that point they can reapply for a further three years, following the application process.
6.4	LTP have a place on the <b>Association for Retained Council Housing</b> (ARCH) tenants' board. This position is a two year term and members must reapply at the end of each two year period. When a position is available, LTP members can apply for the position, applicants will be judged for the suitability of the role against the role description for the position. This will be undertaken by the Resident Involvement Team and the chair and vice-chair. The role description is available through the Resident Involvement Team. Changes to the role description must be agreed by with the Resident Involvement Manager or suitable representative. Positions will be held for a term of three years,
<b>7.0</b>	<b>LTP Meetings</b>
7.1	The Resident Involvement Team will prepare agendas for LTP meetings. The agenda will be based on the LTP work programme.
7.2	LTP members and officers should notify the Resident Involvement Team of specific agenda items 6 working days before the meeting.
7.3	Any Other Business should be relevant to the aims of LTP.
7.4	LTP agendas, reports and minutes which are in the public domain will be published the City Council's website. Agendas, reports and minutes which contain "exempt information" will be made available to members of LTP
7.5	Agenda items and reports that contain "exempt information" will be printed on green paper, and the Chair will put a resolution to the meeting to exclude the press and public prior to consideration of that item.
<b>8.0</b>	<b>Roles and Responsibilities of Chair and Vice Chair</b>

8.1	<p><b><u>The Chair</u></b></p> <ul style="list-style-type: none"> <li>• should welcome members and others to the meeting.</li> <li>• will provide a brief report to LTP, bringing LTP up-to-date with LTP news, meetings and events since the previous meeting.</li> <li>• should ensure everyone has a fair opportunity to speak in debates at meetings and avoid getting into argument as their main task is to chair the meeting</li> <li>• Speakers should go through the Chair and keep to the subject being discussed.</li> <li>• If things are getting heated, a five-minute time out adjournment can be called for at the discretion of the Chair or Council officers.</li> </ul>
8.2	<p><b><u>The Vice Chair</u></b></p> <ul style="list-style-type: none"> <li>• will deputise for the Chair when necessary. Member's present can elect an acting chair in the absence of the Chair and Vice Chair.</li> <li>• will automatically assume the position of chair until the appointment of the new chair as required</li> </ul>
8.3	<p>LTP members must have been on the panel for a continuous period of 12 months before being eligible to stand for Chair or Vice-Chair.</p>
8.4	<p>The chair and vice-chair will serve a term of three years. They can hold these positions for a maximum of three terms</p>
8.5	<p>Where there is a vacancy for a chair or vice-chair position, LTP members can either apply themselves or be nominated for the position(s). A list of candidates will be submitted to an independent person, who will conduct interviews against the agreed Chair and Vice-chair role description, with support from the resident involvement team. The independent person will select the most appropriate candidate against this criteria. Where it is not possible to appoint an outside independent person, then a senior officer from the City of Lincoln Council will carry this out.</p>
8.6	<p>The chair and the vice-chair can be asked to stand down from these roles if they demonstrate a significant lack of capability for the roles.</p>
8.7	<p>Chair and vice-chair can attend meetings with senior council staff on behalf of the panel but must keep the panel informed of discussions.</p> <p>Chair and vice-chair can attend meetings with senior council staff on behalf of the panel but must keep the panel informed of discussions.</p> <p>The chair and Vice Chair can be asked to stand down if they show lack of capacity to carry out their roles and responsibilities.</p>
8.9	<p>Further information about the role descriptions for chair and vice chair are available through the resident involvement team</p>
9.0	<p><b>The Agenda</b></p>
9.1	<p>LTP members and officers will be able to add items no later than 6 working days</p>

	before the meeting.
9.2	A quarterly budget summary will be provided by the Resident Involvement Team. The accounts should be signed off by the Chair or Vice-chair.
<b>10</b>	<b>Values and behaviour agreement</b>
10.1	LTP members are required to abide by the agreed values and behaviour agreement. These are set out In Appendix 4>
10.2	The chair and the vice-chair should keep order at meetings. During a meeting where a LTP member does not abide by the agreement, the chair or vice-chair should remind of the terms of the agreement.
10.3	Where an alleged breach of the Values and Behaviour agreement has taken place, then an investigation will take place. This will be undertaken by the LTP members on the Designated Tenants' Panel. A minimum of two members (not involved with alleged breach) must be available for a case to be investigated. If the designated tenants panel is unable to form, then an independent third person will be appointed to act in this role. The designated tenants' panel will decide if a breach has occurred and what sanction to apply.
10.4	The sanctions that can be applied are: <ul style="list-style-type: none"> <li>• Informal warning</li> <li>• Verbal warning</li> <li>• Written warning</li> <li>• Final warning</li> <li>• Dismissal.</li> </ul>
10.5	<p>Informal and verbal warnings should be issued for minor or first occasions of a breach. Written and final warnings should be issued for repeat or more serious breaches. Dismissal should only take place where the breach amounts to gross misconduct, under the council's disciplinary policy. Before a sanction is applied the designated tenants panel must consult the resident involvement team. Where a final written warning or dismissal will be applied. The director of housing and investment or suitable deputy and the council's legal team should be consulted.</p> <p>If the alleged breach of the 'Values and Behaviour Agreement is deemed possible gross misconduct, then the LTP members should be suspended whilst the investigation takes place.</p> <p>The LTP member has the right to appeal the decision. In this case an independent third party will be appointed. All appeals should be submitted to the resident involvement team within seven calendar days of receiving notification of a breach being proved.</p>
<b>11.0</b>	<b>Officers and councillors working together</b>
11.1	If an officer or councillor wishes to speak at a LTP meeting they will need to make a request to the Chair and/or the Resident Involvement Team, indicating what they wish to discuss and how long they wish to speak so it can be planned into the



	agenda.
11.2	<p>Meetings of LTP, once called to order by the Chair at the appointed time, will be conducted in public in the presence of elected members, officers and any other tenants, members of the public or media that may be present unless the item(s) under discussion contain "exempt information. In which case the public and media may be requested to leave.</p> <p>LTP members will be provided with facilities to meet in private for up to 1 hour prior to the published scheduled meetings of LTP for the purposes of formulating and agreeing the line of questioning and detailed scrutiny questions to be put to officers and elected members in the formal LTP meeting.</p> <p>Similarly, any request supported by the majority of LTP members and made through the Chair to meet in private at another time of their choosing for the purposes of formulating and agreeing the line of questioning and detailed questions to be put to officers and members in the formal LTP, meeting will be agreed.</p>
11.3	Officers and councillors will respect all the ground rules of the meetings.
11.4	Officers and councillors will respect that LTP members are volunteers and are not a political organisation. Individual or political lobbying will not be allowed in LTP meetings.
11.5	When officers receive requests for information and referrals from LTP they will acknowledge these if they cannot give a reply within 10 days and give some indication of timings for a full reply and/or action
11.6	Officers and Councillors are not able to vote.
11.7	LTP members can request officers and councillors to leave the room during the me
11.8	The Council will answer enquires from LTP within 10 working days to explain why they are unable to do and agree a timescale for a response.
11.9	Allow LTP to meet with senior housing staff and members (Director of Housing, Assistant Directors and Housing Portfolio Holder) to discuss LTP matters and any concerns LTP might have with the housing service. Any meetings must be arranged by prior agreement.
<b>12.0</b>	<b>Minutes</b>
12.1	Draft minutes will be agreed firstly with any speakers who were at the meeting, followed by the Chair
12.2	Minutes will be sent out to LTP members no later than 5 working days before the next meeting and will be submitted to the next meeting of LTP for approval.
<b>13.0</b>	<b>Decision Making</b>

13.1	Decisions will be voted on by a show of hands or by secret ballot if requested by a LTP member and a majority of LTP members in attendance at the meeting are in favour of a secret ballot. For a decision to be passed it will require a majority vote of the LTP members at the meeting.
13.2	The Chair will have the second and casting vote.
14.0	<b>Confidentiality</b>
14.1	The LTP may deal with “exempt information” including personal and commercially sensitive information, so discretion and care must be exercised during and after meetings. Any information about the personal circumstances of anyone must be treated in confidence and not be disclosed to anyone not on the panel. LTP members should refrain from mentioning specific individual cases that may cause embarrassment or identification of an individual.
14.2	LTP members will also be asked to sign a confidentiality agreement when they join. This is shown in Appendix 1.
14.3	Each LTP member shall not disclose any confidential information belonging to the council or any third party which it shall have obtained as a consequence of carrying out duties under this constitution unless the expressed written permission has been obtained by the third party or the council.
14.4	Each LTP member shall ensure they comply with the Data Protection Act 2018, UK GDPR and any other legislation or common law principles in relation to data protection and confidentiality. Attached at Appendix 2 are the Data Protection Principles showing the framework of requirements under the legislation.
15.0	<b>Personal interest</b>
15.1	Members on the panel must not expect favourable treatment by housing staff or the panel itself, nor should they be treated any less favourably; for example in the completion of a repair or the allocation of a property.
15.2	Members must use the normal procedures for reporting repairs and other enquiries relating to their own tenancy or on behalf of other tenancies.
15.3	Members must notify the panel if they have any personal interest, financial or otherwise, in any matters it considers. Individual members may need to abstain from discussions and decisions on a particular item.
16.0	<b>Equality, Diversity and Human Rights Statement</b>
16.1	<p>The Public Sector Equality Duty means that the Council must consider all individuals when carrying out their day-to-day work, in shaping policy, delivering services and in relation to their own employees.</p> <p>It requires that public bodies have due regard to the need to:</p> <p style="padding-left: 40px;">Eliminate discrimination Advance equality of opportunity</p>

	Foster good relations between different people when carrying out their activities
16.2	No member may be excluded or discriminated against for any reason by any other panel member.
16.5	Discriminatory language must not be used in meetings.
16.4	All those who attend meetings have the right to be treated with dignity and respect, regardless of their race, colour, ethnic or national origins, nationality, gender, marital status, age, sexuality, religion, or any other matter which causes people to be treated with injustice.
<b>17.0</b>	<b>Amendments to the Constitution</b>
17.1	Changes to the constitution may be made only by a two-thirds majority of the voting members attending the General Meeting or an Extraordinary General Meeting called for this purpose. Any amendments proposed by the LTP are to be referred to the Executive for consideration and approval.
17.2	The chair and vice-chair have authority to sign an amended constitution on behalf of the rest of the LTP members.
<b>18.0</b>	<b>Dissolution of LTP</b>
18.1	LTP may only be dissolved at a General Meeting or an Extraordinary General Meeting called for this purpose. The dissolution of LTP will require a two-thirds majority voting at this meeting.
18.2	In the event of the dissolution of LTP any outstanding funds will be returned to the City Of Lincoln Council. Any assets (financial or otherwise) acquired independently of the Council will be disposed of in accordance with the aims of LTP by donating these to an organisation with similar objectives.
<b>19.0</b>	<b>Resignations</b>
19.1	All resignations should be made in writing to the Resident Involvement Team. Where a LTP member verbally indicates they wish to resign this should be confirmed in writing within two calendar days.
19.2	If confirmation of the resignation is not received in writing within 7 calendar days the Resident Involvement Team will contact the person who has verbally resigned to seek clarification.
19.3	LTP members can withdraw their resignation in writing within seven calendar days of submission.
19.4	If a written resignation is not received within 21 calendar days of the LTP member verbally stating they wish to resign the resignation will be automatically confirmed.
<b>20</b>	<b>Signatories to the Constitution</b>

	<p><b><u>On behalf of the Lincoln Tenants' Panel</u></b></p> <p>.....</p> <p><b>Chair of the Lincoln Tenants' Panel</b></p> <p><b>Date.....</b></p> <p>.....</p> <p><b>Vice-chair of the Lincoln Tenants' Panel</b></p> <p><b>Date.....</b></p>
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**On behalf of the City of Lincoln Council**

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**Portfolio Holder for Housing**

**Date.....**

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**Director of Housing & Regeneration**

**Date.....**

**Appendix 1**

**Lincoln Tenants' Panel (LTP)**  
**Confidentiality Agreement**

From time to time, members of LTP may deal with difficult and sensitive issues. Discretion and care must be exercised during and after meetings. Information about the individual

circumstances of anyone, including LTP members, must be treated in confidence and not be discussed outside of the meeting. Individual cases will not be discussed.

As a member of the Lincoln Tenants' Panel of City of Lincoln Council, I agree that I will not, without the written consent of City of Lincoln Council, disclose to any other person or organisation, a copy of any document, or any information verbally or otherwise, that I have received during my work for the Lincoln Tenants' Panel. I shall use such information only for the purposes of fulfilling my responsibility as a member of Lincoln Tenants' Panel.

I will not use any information gained during my work for Lincoln Tenants' Panel for individual, personal or financial gain.

I understand that any breach of this rule will result in exclusion from LTP and any breach of data protection laws may result in criminal prosecution or fines.

**Signed** .....

**Name** .....

**Address** .....

.....

**Estate/Area represented** .....

**Working group represented** .....

**Accepted By (Officer)** .....

## Appendix 2



### Data Protection Principles

The Panel are required under the Data Protection Act 2018 and UK GDPR to follow the principles set out in Article 5(1) of UK GDPR that require that personal data shall be:

- (a) processed lawfully, fairly and in a transparent manner in relation to individuals ('lawfulness, fairness and transparency');
- (b) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes ('purpose limitation');
- (c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ('data minimisation');
- (d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay ('accuracy');
- (e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the UK GDPR in order to safeguard the rights and freedoms of individuals ('storage limitation');
- (f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures ('integrity and confidentiality')."

Article 5(2) adds that:

"The controller shall be responsible for, and be able to demonstrate compliance with, these principles ('accountability')."

Further information is available from the Data Protection Officer, Legal Services and [www.ico.org.uk](http://www.ico.org.uk)

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## Appendix 3



DESIGNATED TENANT PANEL

# TERMS OF REFERENCE FOR THE LINCOLN TENANTS' PANEL ACTING AS A 'DESIGNATED PERSON' FOR THE PURPOSE OF LANDLORD SERVICES COMPLAINTS

## Statement of Intent

The purpose of the Lincoln Designated Tenant Panel (the Panel) is to enable the Panel to play a role in helping to resolve complaints received from tenants of the City of Lincoln Council (the Landlord) locally, potentially using powers to refer complaints to the Housing Ombudsman Service where local resolution is not possible.

## 1 Aims, objectives and intended outcomes

1.1 The Panel's aims and objectives are:

- to use local knowledge and relationships to work with tenants<sup>1</sup> and the Landlord to find local solutions to complaints and problems raised by tenants
- to constructively challenge the Landlord and tenants so that they can sort things out for themselves wherever possible
- to be part of a local democratic framework providing support to tenants

1.2 The intended outcomes of the work of the Panel include the following:

- tenants complaints, problems and issues will be resolved more effectively, quickly and locally, wherever possible without the need to involve the Housing Ombudsman Service (the Ombudsman), to the satisfaction of tenants and the Landlord
- greater local knowledge of tenant concerns and issues will help tenants to participate in improving services

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<sup>1</sup> These terms of reference refers throughout to tenants as a collective term that applies to all persons who receive services from the Landlord, including tenants, leaseholders, shared homeowners and other services. The term could also apply to other members of the public who could potentially receive services or who are affected by services provided by the Landlord.



- positive and empowering relationships will be developed between tenants and the Landlord that will help to raise the ability of tenants to shape their housing service
- positive relationships will develop between the Panel and other designated persons.

1.3 To achieve these aims, objectives and outcomes, the Panel will work in partnership with the Landlord. The Panel will also seek constructive relationships with local Councillors and MPs.

## 2 Remit and powers

2.1 The Panel has been recognised by the Landlord to act as a Designated Tenant Panel for purposes of referring complaints to the Ombudsman. The Panel's recognition was discussed and agreed with the Landlord's tenants. The Panel is listed on the Ombudsman's Register of Tenant Panels.

2.2 The Panel's formal legal power is to refer complaints to the Ombudsman, which it will do in the following circumstances:

- the Panel considers that a complaint cannot be resolved locally and the Panel considers that there is merit in referring the complaint to the Ombudsman
- the complaint falls within the Ombudsman's remit
- the Landlord's complaints procedure has been exhausted
- the complainant wishes the complaint to be referred to the Ombudsman

2.3 The Panel will make recommendations and suggestions to the Landlord regarding changes to the Landlord's service that may prevent complaints arising, and regarding how complaints are dealt with by the Landlord.

2.4 The Panel will negotiate with the Landlord regarding how it may be involved in complaints handling at earlier stages of complaints, although the Panel does not adopt its formal "designated" status until a complaint has exhausted the Landlord's complaints procedure. This links with paragraph 6 below.

2.5 The Panel will be publicised and accessible to all tenants of the Landlord. The Panel will respond to all enquiries from tenants with a view to resolving problems and issues at the earliest possible occasion working in partnership with the Landlord.

### **3 Delegated authority**

3.1 For avoidance of doubt, the Panel will have no delegated authority and no decision-making powers in relation to the Landlord. The Panel will enable discussion between it and Landlord staff regarding complaints issues, who may have delegated authority to implement changes, or who will refer decision making matters to the level within the Landlord where delegated authority rests.

3.2 Staff members will be responsible for Landlord liaison with the Panel and for referring specific complaints matters as appropriate. They will also ensure that strategic matters raised by the Panel are referred appropriately within the Landlord.

### **4 Membership and remit of the Panel**

4.1 The Panel are bound by their Constitution which outlines all roles and responsibilities.

### **5 Data Protection**

5.1 The Panel are required under the Data Protection Act 2018 and UK GDPR to follow the principles set out below:-

Article 5(1) of UK GDPR requires that personal data shall be:

(a) processed lawfully, fairly and in a transparent manner in relation to individuals ('lawfulness, fairness and transparency');

(b) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes ('purpose limitation');

(c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ('data minimisation');

(d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard

to the purposes for which they are processed, are erased or rectified without delay ('accuracy').

(e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the UK GDPR in order to safeguard the rights and freedoms of individuals ('storage limitation');

(f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures ('integrity and confidentiality')."

Article 5(2) adds that:

"The controller shall be responsible for, and be able to demonstrate compliance with, these principles ('accountability')."

- 5.2 Personal data includes the names, addresses, dates of birth, family or medical history of individuals. Personal data means any information related to an identified or identifiable person (the data subject). This includes an individual who can be identified directly or indirectly.
- 5.3 UK GDPR has expanded the definition of personal data to reflect changes in technology and includes online identifiers such as an IP address and location data where they directly or indirectly identify individuals. Data which has been pseudonymised (key coded with reference to additional data) can also fall within the definition of personal data depending on how difficult it is to attribute the pseudonym to a particular individual.
- 5.4 There are special categories of personal data also referred to as sensitive data which require extra protection. These categories are personal data revealing and concerning:
- racial or ethnic origin (for example CCTV images of individuals attending a place of worship or arrangements to allow a staff member to pray);
  - political opinions (not made public by the data subject);
  - religious or philosophical beliefs (for example veganism or atheist);
  - trade union membership;

- genetic or biometric data (for example fingerprints, DNA, eye and voice/face recognition);
- mental or physical health (for example sickness records, occupational health reports);
- sex life;
- sexual orientation (including transgender and gender reassignment).
- Criminal offence data and criminal prosecutions data including investigations are also considered to require extra protection

5.5 An individual will be required to sign an authority that they authorise the Landlord to release personal information them to the Designated Person.

5.6 City of Lincoln officers can further give advice regarding this.

## **6 Conflict of Interest**

6.1 If the individual bringing the complaint to the Panel is known to a member of the Panel, that member should abstain from discussions and decisions on that particular item. An individual is known to a member if they have a personal association with them which a reasonable person would deem to prejudice the fair resolution or outcome of the complaint. This would include any involvement in an individual's formal complaints procedure.

6.2 Alternatively if the member has any financial interest in the individual or their business, then they should abstain from taking part in the discussions and decisions on that item

6.3 Members must notify the lead member of the Designated Tenant Panel as soon as possible if they have any personal interest, financial or otherwise in any matter considered.

## **Appendix 4**

### Values and Behaviours Agreement

LTP members are required to abide by the agreed values and behaviour agreement. These are set out In Appendix 4>

#### **We give full commitment to LTP**

- Agree to attend all required meetings

- Give apologies if we cannot attend a meeting
- Understand that we can be asked to leave the panel if we don't maintain satisfactory attendance without good reason
- Agree to fully deliver the role of an LTP member
- Will attend all required training sessions.

### **Behaviour:-We will**

- Be polite, courteous and to each other at all times, including outside of meetings
- Politely disagree with each other's views
- Not discriminate against other LTP members for any reason
- Not to speak to council staff about LTP business without first discussing with the rest of the panel first
- Understand that time at meetings is limited and that others might also want a say
- Switch off our mobiles during meetings
- Wear identity badges when carrying LTP duties and business

If we have a complaint about another LTP members, we should politely point this out at the time or report it to the chair or vice-chair.

### **Attitude-We**

- Work as a team to ask questions at meetings and it's not about individuals asking questions  
Understand that this means I might not get chance to ask 'my question' but as long as the question gets asked, that is what matters
- Give regular updates about projects we are working on and other LTP members should not interfere with the project
- Give ideas and proposals a fair hearing
- Accept that not all ideas and proposals can be agreed to

### **Selflessness-We are there for the tenants**

- We are here to work with the council to ensure tenants receive a good service and will challenge the council constructively where required.
- We make decisions and vote objectively to benefit all tenants
- We will act impartially and represent all tenants

### **Integrity-We will uphold the reputation of the panel by**

- Being politely towards council staff, elected members and other residents at all times
- Providing critical but constructive feedback to staff
- Not being overly critical of an officer's service if they are present and should consider whether LTP can speak to them privately first
- Not discussing panel business outside of meetings (including the media without the consent of the Chair and Vice Chair). The Chair and Vice Chair are required to consult the Council's Communication Team or Resident Involvement Team about any media engagement
- Not using our position to gain any favourable service and should go through customer services for service requests. This includes requests for friends or family

- Not raising personal; matters at a meeting, apart from where this is to be used as an example of poor or good service
- By not discussing other LTP members with anyone else and speak negatively about them.