

Appendix Aii: Mobility Scooter Enforcement Examples

Local Authority/Registered Provider	Statements on Enforcement of Mobility Scooter Policy
Barking and Dagenham	(11.2) Wherever possible the Council will seek to reach a satisfactory solution with the resident, however, if a scooter is stored and charged in Council buildings without the permission or outside the terms of the permission granted, the Council reserves the right to remove the scooter and recover any cost incurred in the removal of the scooter from the resident.
Brentwood Borough Council	(Page 5) Where a mobility scooter is stored outside of a designated storage area without permission, the Council reserves the right to ask for the mobility scooter to be moved.
Castlehill	<p>(Page 6) Any fines imposed on CHA for breach of Fire Regulations, directly attributable to a breach of these storage requirements, will be recharged to the appropriate perpetrator.</p> <p>(Page 8) Any damage to our property caused by a mobility scooter will be recovered through the owner's insurance company. If the owner does not have a current insurance certificate, they will be personally liable for all costs, and asked to remove the scooter from the development immediately.</p>
Colchester City Council	<p>(Section 5) Tenants or leaseholders who store mobility scooters in communal areas which block access & emergency evacuation routes and/or present a fire risk will be asked to remove the scooter immediately.</p> <p>Enforcement action will be taken by gaining an injunction for the Landlord to remove the mobility scooter from the communal area, or if the risk is high & presents immediate danger the scooter will be removed and stored safely. Failure to comply with service guidelines and testing of vehicles will revoke any permission previously granted and vehicles will be removed.</p>
Dacorum Borough Council	(Page 4) DBC reserves the right to enforce this policy and remove any scooter that is brought into its premises without permission.
Derby Homes	<p>4.4 If a tenant/leaseholder buys a mobility scooter without having obtained prior permission for storage, and there is no space to store/charge it either in their own flat or in a designated storage facility, we may take action under the Tenancy Agreement.</p> <p>4.5 The Tenancy Agreement states that tenants must not do anything (either in or near the property or on the estate where the property is) which is illegal, immoral or would cause danger, a nuisance or annoyance.</p> <p>4.6 Any action against Leaseholders will be taken by the Leasehold Manager and should be referred direct to that officer.</p>
Dover District Council	<p>(Section 5) Our enforcement process will be as follows:</p> <p>We will identify the mobility scooter user, and work with them to find an alternative solution. This may involve the Council assessing the equality impact with the tenant to assess the needs of the mobility scooter user. Potential solutions may include (but are not limited to) support to help the tenant move to more suitable accommodation</p>

	<p>and or on a case-by-case basis consideration of provision by the Council/or resident of suitable storage facilities.</p> <p>If matters are not resolved or the mobility scooter user either does not have our permission or continues to breach the conditions of our permission, we will issue a written warning.</p> <p>In circumstances of continued breach(s) of condition(s) the Council will revoke the mobility scooters user's permissions, and in circumstances of no permission serve a notice and proceed to have the mobility scooter removed.</p> <p>Whilst this is the ordinary enforcement process, Officers will assess matters on a case-by-case basis and in exceptional circumstances may depart from the process. One such exception to this process will be where a mobility scooter poses an immediate fire and safety risk, such as obstructing a fire exit, and we have no other option than to act immediately in the best interests of resident and staff safety. In such cases we will not always be able to give notice to mobility scooter users.</p>
<p>East Suffolk</p>	<p>13.1 Mobility scooter owners cannot store mobility scooters in communal areas of East Suffolk Council's retired living schemes and general needs/leaseholder blocks of flats without written consent from the Council, as per this policy and the following sections of East Suffolk Council's tenancy handbook: Fire, Electricity, Hoarding, General Safety, Communal Area and Parking, driving and vehicle repairs.</p> <p>13.2 East Suffolk Council has a zero-tolerance approach to mobility scooters being stored anywhere on East Suffolk Council communal land and/or in our retired living schemes and general needs/leaseholder blocks of flats without consent, other than in a designated mobility scooter store or tenant's properties.</p> <p>13.3 East Suffolk Council reserves the right to withdraw permission to store a mobility scooter at any time if any tenant does not adhere to this policy. The tenant will be asked to remove the mobility scooter immediately, and potentially permanently.</p>
<p>Housing Solutions</p>	<p>(6.5) Where a mobility scooter is stored outside of a designated customer storage area, without prior written permission, Housing Solutions reserves the right to ask the customer to remove the scooter.</p>
<p>Lambeth</p>	<p>3.11 No mobility scooter should be stored in a communal area without explicit written permission.</p> <p>3.12. The council takes a zero-tolerance approach to the storage of items in communal areas in properties with six or more stories and / or where there is only one means of escape. Any combustible items (which includes mobility scooters) in one of these areas can be removed with immediate effect and put into storage.</p> <p>3.13. All landlords are taking a much more stringent approach to fire safety post-Grenfell. Any previous permission which has been</p>

	granted to store a mobility scooter in a communal area which presents a health and safety risk will be removed.
Leeds City Council	(7.3) Where a scooter is stored or charged on council premises without permission, or outside the terms of permission granted, the council reserves the right to remove the scooter to ensure health and safety and may recharge the tenant for any removal costs.
Lewisham	(3.4) We will take action where a resident or their visitor uses a mobility scooter in an area where it is not permitted, or where the vehicle causes damage to a building. This may include action for a breach of tenancy or lease.
LiveWest	(11.2) Where a scooter is stored or charged within communal areas without permission, or outside the terms of permission granted, LiveWest reserves the right to remove the scooter in order to safeguard the health and safety of other residents and may recharge the resident for any removal or storage costs.
Magna Homes	(website) Should permission be refused or retracted due to health and safety requirements for the safe storage/charging of the scooter, the customer must take steps to address this and follow the requirements. Failure to do so could see action being taken under the tenancy agreement.
Medway Council	(5.13) Mobility scooters must not be stored in communal areas such as corridors and communal lounges. (5.14) Enforcement action will be taken to remove any mobility scooter left in communal areas.
Melton Borough Council	(10.1) Where a scooter is stored or charged on council premises without permission, or outside the terms of permission granted, the council reserves the right to remove the scooter to ensure health and safety and will recharge the tenant for any removal costs.
One Vision Housing	<p>3.8 Under no circumstances will OVH grant permission for the device to be stored or charged in the communal parts of the building and customers will be advised of this stance verbally and in writing and will be expected to prevent this happening again.</p> <p>3.9 If this fails to bring about the necessary changes, OVH will endeavour to maintain direct contact with the customer and in addition will send a further warning letter within a period of One calendar month.</p> <p>3.10 The letters will advise that the mobility scooter cannot be stored or charged in the communal parts of OVH buildings and must be removed and failure to do so will result in enforcement actions.</p> <p>3.11 If customers do not comply with the requests to remove the mobility scooter or find alternative arrangements, OVH will take the following action:</p> <ul style="list-style-type: none"> • Removal of the item in which case a TORT notice will be served on the resident and they will have 14 days to collect the item before OVH disposes of it permanently • Tenancy enforcement action if the situation recurs which could ultimately lead to possession proceedings and eviction <p>3.12 If OVH takes any of the above actions, it reserves the right to recharge the customer for:</p>

	<ul style="list-style-type: none"> • Cost of removal, storage and disposal (if required) of the mobility scooter • All legal and administrative costs of the enforcement actions <p>3.13 OVH may also pursue recharges where it can be proved that those using mobility scooters in its properties have caused damage to the building or any fixtures supplied by OVH.</p>
Runnymede Borough Council	<p>6.2 RBC reserve the right to enforce this policy in line with tenancy agreements with RBC which state: “you must keep all shared areas free from obstructions.... you must not keep any items that will block someone’s access, or cause a health and safety risk, in corridors, landings, walkways, stairwells or any shared area. If you do, we may dispose of them and you will have to pay our reasonable costs for doing this. We may also take legal action against you for breach of tenancy.”</p> <p>6.3 The Council reserves the right to withdraw permission to have a mobility scooter at any time if any tenant does not adhere to this policy. The tenant will be asked to remove the mobility scooter immediately, and potentially, permanently.</p>
Sheffield City Council	<p>(website) You will need permission to store a scooter in any external or internal communal area – if you don’t succeed, you may have to dispose of the scooter at your own cost.</p>
Solihull Community Housing	<p>(Page 9) Where a tenant or leaseholder is in breach of the conditions and written permissions of this policy and this presents an unacceptable hazard, SCH will remove the mobility scooter and notify the owner without undue delay. The owner may be charged for storage at the discretion of the SCH officer. Release of the mobility scooter shall only be granted once suitable arrangements for storage and charging are in place.</p>
Viewpoint	<p>(5.5) Failure to comply with the requirements set out in this policy will be treated as a breach of tenancy and enforcement proceedings will commence to remove the mobility scooter from the development permanently.</p> <p>Any fines imposed on Viewpoint for breach of Fire Regulations, directly attributable to a breach of these storage requirements, will be recharged to the appropriate perpetrator</p>
Westward	<p>(Section 15) Mobility scooter owners cannot store mobility scooters anywhere in Westward property or land without written consent.</p> <p>Westward reserves the right to withdraw permission to store a mobility scooter at any time if any resident does not adhere to this policy. The resident will be asked to remove the mobility scooter immediately, and potentially, permanently.</p>