

Title of Report:	Building Control Vacant Property Inspections Project in collaboration with Land & Property Services
Committee Report Submitted To:	Environmental Services Committee
Date of Meeting:	14th June 2022
For Decision or For Information	For Decision

Linkage to Council Strategy (2021-25)	
Strategic Theme	Improvement and Innovation
Outcome	Maximising Rates Revenue
Lead Officer	Head of Health and Built Environment

Budgetary Considerations	
Cost of Proposal	Approx. £7,000 per quarter
Included in Current Year Estimates	NO
Capital/Revenue	N/A
Code	N/A
Staffing Costs	N/A

Screening Requirements	Required for new or revised Policies, Plans, Strategies or Service Delivery Proposals.		
Section 75 Screening	Screening Completed:	Yes/No N/A	Date:
	EQIA Required and Completed:	Yes/No N/A	Date:
Rural Needs Assessment (RNA)	Screening Completed	Yes/No N/A	Date:
	RNA Required and Completed:	Yes/No N/A	Date:
Data Protection Impact Assessment (DPIA)	Screening Completed:	Yes/No N/A	Date:
	DPIA Required and Completed:	Yes/No N/A	Date:

1.0 Purpose of Report

- 1.1 The purpose of this report is to consider participation in a Property Inspection exercise, which has the potential to generate rates income, in conjunction with Land & Property Service and agree the Data Sharing Agreement for the project.

2.0 Background

- 2.1 Land & Property Service (LPS) engage with Northern Ireland Councils to assist in the inspection and validation of the status of vacant non-domestic properties and collect the information required to start a rate account if occupied. The aim is to meet Department of Finance (DoF) and LPS' statutory duty to levy and collect rates under Article 9(4) of the 1977 Order.
- 2.2 Inspections are usually undertaken by a council's Building Control Department and is controlled and governed by Central Investigation Team (CIT) on behalf of LPS. CIT will, when requested by a council, issue a list of properties that need to be visited in the council area. The available resources and workload of the Building Control Department will determine how promptly the list of properties can be worked through.
- 2.3 This exercise would help to maximise the non-domestic element of the "district rate" and raise revenue for the Council.
- 2.4 Correspondence dated 20th May 2022 (attached as appendix 1) has been received from LPS seeking Council's participation in the 2022-23 Property Inspection Exercise. Council has undertaken this work previously before it was interrupted by the Covid-19 pandemic.
- 2.5 The Data Sharing Agreement (DSA) (attached as appendix 2) sets out the legal basis of how data would be exchanged and controlled by LPS and the Council, The DSA also defines the nature of the data to be collected.
- 2.6 If Council is minded to participate in the exercise, Building Control would be provided with an initial list of 30 properties for inspection. Upon completion further lists of 30 properties can be provided once this initial list has been evaluated.
- 2.7 A dedicated resource would be required to carry out this project however it is anticipated that the additional revenue to Council will cover the additional staff costs.
- 2.8 Data provided by LPS in relation to the 2015/16 Vacant Property Rating exercise indicated a benefit to council of approximately £56,000. Additional rates income raised from such exercises are compounded year on year.

3.0 Recommendations

- 3.1 It is recommended** that the Committee recommends to Council approval for Building Control to participate in the 2022/23 Property Inspection Exercise.
- 3.2 It is recommended** that the Committee recommends to Council signing of the Data Sharing Agreement (subject to approval of the DSA by Council's Information Governance Manager) and that authority be given to Head of Health and Built Environment to sign on behalf of Council.
- 3.3 It is further recommended** that the Committee recommends to Council that the project be resourced by the extension of a Building Control Technical Officer's agency contract for the duration of the project subject to quarterly review.



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Date: 20.05.2022

Dear Nicky

RE: Property inspection exercise 2022/23

As you may be aware Land & Property Service (LPS) engage with Northern Ireland, district, borough and city councils, to assist in the inspection and validation of the status of vacant non-domestic properties and collect the information required to start a rate account if occupied. The aim of this exercise is to meet Department of Finance (DoF) and LPS' statutory duty to levy and collect rates under Article 9(4) of the 1977 Order.

Rates comprise the "regional rate" which is made by the Northern Ireland Executive and the "district rate" struck by individual district councils. This exercise will help to maximise the non-domestic element of the "district rate" and raise revenue for the Council.

Inspections are usually undertaken by a councils Building Control department, and is controlled and governed by Central Investigation Team (CIT) on behalf of LPS. CIT will, when requested by a council, issue a list of properties that need to be visited in the council area. The list of properties should be completed and returned as soon as possible, but this is entirely in the control of each council depending on available resources and workload.

The Data Sharing Agreement (DSA) accompanying this letter sets out the legal basis of how data will be exchanged and controlled by LPS and the Council, The DSA also defines the nature of the data to be collected. If the Council approves your participation, please add the approvers name to the DSA and attach to an email giving approval to proceed.

The designated council official should contact either Kirsten Livingstone (Tel: 028 9033 6371) or, me to have a property list issued.

I hope you find this proposal acceptable and look forward to a mutually rewarding outcome for 2022/23 property inspection exercise.

Yours sincerely

Lenny Peden

Tel: 028 9033 6194

Lenny.Peden@finance-ni.gov.uk

Central Investigation Team

Land & Property Services

Reference Number: **05/2022**

**DATA SHARING AGREEMENT BETWEEN
LAND AND PROPERTY SERVICES
(Department of Finance)**

And

**CAUSEWAY COAST & GLENS BOROUGH
COUNCIL**

The Data Sharing Agreement protocols between Department of Finance (DoF) Land & Property Services (LPS) and Causeway Coast & Glens Borough Council (CCGBC) in order to facilitate maximisation of non-domestic revenue collection.

1.	Parties to the agreement	
	Department of Finance Land and Property Services 7 Lanyon Place Belfast BT1 3LP Hereinafter referred to as LPS	Causeway Coast & Glens Borough Council Cloonavin 66 Portstewart Road Coleraine BT52 1EY Hereinafter referred to as CCGBC
2.	<p>Introduction</p> <p>The Data Sharing Agreement describes the protocol to be used when sharing information between Department of Finance (DoF), LPS and CCGBC in order to facilitate maximisation of revenue collection.</p> <p>Department of Finance (DoF), Land and Property Services (LPS), has a statutory duty to levy and collect rates under Article 9(4) of the 1977 Order. Rates comprise the “regional rate” which is made by the Northern Ireland Executive and the “district rate” struck by individual district councils.</p> <p>Under Article 26 of the 1977 Order LPS has a power to require rating information from occupiers, owners and agents acting on behalf of the owners.</p> <p>Rating information is required by district councils to ensure the effective and efficient collection of the district rate by LPS and to assist in the conduct of legal proceedings. The provision of accurate occupation information is essential to permit the effective, timely and efficient collection of rates in Northern Ireland.</p> <p>District councils are empowered under section 104 of the Local Government Act (Northern Ireland) 1972 to make arrangements with government departments for the exercise of functions by a district council on behalf of a department.</p> <p>It is agreed that CCGBC will carry out inspections of properties for LPS and provide to LPS the information set out in Section 6 of this data sharing agreement.</p> <p>CCGBC, acting as an agent for LPS, will endeavour to inspect properties on a list provided from the LPS database, record the occupancy status of the property, obtain information from the occupant or owner to enable updating of the rates IT system to ensure accurate billing and to maximise collection of rates revenue due to the Council.</p>	

	<p>The information provided from LPS to the Council is also for the purpose of enabling timely and accurate revaluations and maintenance of the valuation list, plus compilation of related administrative reporting and datasets. This in turn facilitates accurate, effective and efficient collection of rates.</p> <p>LPS and CCGBC in sharing information on commercial properties and non-domestic customers can assist each other in fulfilling their respective statutory duties in relation to preventing fraud, detecting crime and assessing, collecting and imposing rates under Schedule 2 Part 1 Paragraph 2 of the Data Protection Act 2018 (DPA 2018). CCGBC also assists LPS in the conduct of its legal proceedings under Schedule 2 Part 1 Paragraph 2 of the DPA 2018.</p>
<p>3.</p>	<p>Purpose</p> <p>Disclosure of property details to CCGBC is necessary to facilitate property inspections and in doing so the CCGBC confirms to LPS the rateable condition of a property. This will ensure that the rate revenue for the Council and the NI Assembly is accurate and up to date and that ratepayers will receive current and accurate rate demands. LPS will match this data with that which it already holds in order to calculate penny product and assess commercial rates liabilities. There are no known unintended consequences.</p> <p>Sharing this information will –</p> <ul style="list-style-type: none"> a) Enable statutory powers to work collaboratively and effectively with a view to securing proper payment of rates by property owners; b) Enable LPS to maintain an accurate non-domestic property stock schedule; and c) Enable better financial planning, so the CCGBC under Article 8(4) of the 1977 Order may strike a more equitable rate and promote economic wellbeing throughout the district. <p>The parties agree that the relevant information shall not be used for any purpose other than that specified above.</p>
<p>4.</p>	<p>Legal Basis for Data Sharing</p> <ul style="list-style-type: none"> 1. LPS has a statutory duty under Article 9(4) of the 1977 Order to collect rates. This requirement permits, under Article 26, the gathering of information on those who should be levied and, where necessary, to pursue fraud, non-payment or evasion of taxation and rates. Under Art 6 (1) of the UKGDPR, LPS collects and processes the personal information under its public task, the collection and administration of rates. 2. In disclosing the relevant information, district councils have statutory duties under the 1977 Order, Articles 26 and 57(1) to:

	<p>(a) Article. 26 – Power of DoF to require information as to occupation /ownership;</p> <p>(b) Article. 57 – Duties of public bodies, including district councils, to assist with respect to alterations in the valuation list.</p> <p>3. Under the 1977 Order, LPS provides to CCGBC the information set out in Section 8 to this data sharing agreement, so that CCGBC may inspect non-domestic properties on behalf of LPS in order to check whether or not they are vacant. CCGBC act as LPS’s agents with formal LPS authorisation in this regard. CCGBC will be issued with lists of non-domestic property addresses for the purposes of vacancy inspections. LPS provides information to CCGBC for the purposes of:</p> <p>(a) Updating the Valuation List, including maintenance of the vacant property schedule; and</p> <p>(b) Collating aggregated data for penny product calculation purposes.</p>
5.	<p>Organisations Involved</p> <p>This agreement is between LPS and CCGBC. No other organisations or individuals are permitted to share the information, without the express written agreement of the originating data controller of the information in question. The following staff will be involved in this process:</p> <ul style="list-style-type: none"> ➤ For CCGBC: Nicky Matthews Position: Head of Building Control Email: Nicky.matthews@causewaycoastandglens.gov.uk Tel: 028 7776 0301 ➤ For LPS: Lenny Peden. Position: Central Investigations Team, LPS. Email: lenny.peden@finance-ni.gov.uk Tel: 028 9033 6194
6.	<p>Data to be Shared</p> <p>a) The information to be shared between these organisations under this agreement for the purposes of valuation and rating administration will consist of details of persons and details of properties, as set out below. This includes personal data but excludes special category data which will not be shared.</p>

	<p>b) The information to be provided by LPS is for non-domestic and mixed properties in the CCGBC area and includes the following details:</p> <ul style="list-style-type: none"> ➤ Property ID. ➤ UPRN. ➤ X Y Coordinates. ➤ NAV / CV. ➤ Property Description (including Distinguishment, Exemption / Exclusion status) ➤ Property Address: <ul style="list-style-type: none"> <i>Property Number /Name</i> <i>Street</i> <i>Townland</i> <i>Town</i> <i>Postal Town</i> <i>Postcode</i> ➤ Ward Name ➤ Previous Owner Name ➤ Previous Occupier Name ➤ Property Description. ➤ Total CV/NAV <p>c) LPS will provide name and address details to CCGBC, who will provide LPS with all or some of the details specified in the agreed format including:</p> <ul style="list-style-type: none"> ➤ Account start date If owner identified ➤ Account start date if occupier known <p>d) The initial information is available on LPS's properties database extracted from the IT rating and revenue system. The requested information is produced by Council officers inspecting buildings.</p> <p>e) The information held by LPS is collected for the purposes of valuation and rating. The information collected by the Council officers is collected on behalf of LPS for the purposes of valuation and rating.</p> <p>f) Details of properties provided to CCGBC will be via secure means electronically by encrypted email or an accredited, secure encrypted file transfer protocol (SFTP) system. The completed details requested are returned to LPS by the same method. Alternatively information can be returned in sealed envelope addressed to the nominated responsible officers with appropriate security marking: Official.</p>
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	<p>g) Regular inspections are undertaken to ensure the data is kept up to date.</p> <p>h) Inspections should occur at least annually.</p>
7.	<p>Information use</p> <p>a) LPS will use the information collected on properties to keep valuation and rating calculation and administration systems on properties accurate and up-to-date.</p> <p>b) LPS and the CCGBC will ensure the information shared under this agreement will only be used for those purposes set out in Section 2 above.</p> <p>c) The originating party of information remains the data controller. LPS becomes the data controller of information collected by officers on commercial properties.</p> <p>d) Special category data is not to be shared.</p> <p>e) Neither party receiving information will release it to a third party without the express written agreement of the data controller of that information.</p> <p>f) If a partner leaves the agreement, the information shared will revert to the original data controller.</p>
8.	<p>Requests for information</p> <p>If either party to this agreement receives a subject access, EIR or FOI request and relevant data is found to be the responsibility of the other party as data controller, the recipient of the request will contact the data controller to determine how the request shall be processed.</p> <p>Requests will be dealt with under the DPA, GDPR, FOIA, Environmental Information Regulations 2004 and related relevant legislation.</p>
9.	<p>Responsibilities of each party</p> <p>a) LPS is the data controller and owner of the information and CCGBC is the data processor of valuation and rating information passed for rating and valuation purposes;</p> <p>b) This agreement does not give unrestricted access to information the other party may hold but sets out parameters for the safe and secure sharing of information for a justified need to know purpose;</p>

- c) LPS has responsibility as data controller for the information at all times, though the CCGBC must comply with the DPA and this agreement while processing the information;
- d) Each party has responsibility for ensuring they have organisational and security measures in place to protect the lawful use of any information shared. Each will ensure a reasonable level of security for supplied information, personal or non-personal, and process the information accordingly;
- e) Each party will comply with the six data protection principles in all their processing of the data being shared;
- f) Each party is responsible for ensuring they meet the conditions set out in the DPA 2018, when processing personal information, to ensure the information is used and disclosed lawfully;
- g) Each party will ensure that staff are only given access to personal data where there is a legal right, in order for them to perform their duties in connection with the delivery of this service;
- h) Each party is responsible for ensuring that any staff accessing shared information under this agreement are trained and fully aware of their responsibilities under the DPA to maintain the security and confidentiality of personal information;
- i) Each party should ensure that any staff accessing shared information follow the procedures and standards that have been agreed and incorporated within this agreement;
- j) Each party must have a retention and disposal policy in place
- k) The party originally supplying the information must be notified immediately of any breach of confidentiality or incident involving a risk or breach of the security of information;
- l) Neither party should assume that any non-personal information is not sensitive and can be freely shared. The originating partner should be contacted before any further sharing takes place;
- m) Each party reserves the right to carry out an audit or review of the other party's compliance within the terms of this agreement and both parties agree to co-operate fully with any such audit or review. The parties will give 28 days' notice of such a review;
- n) Each party will share with the other party the outcome of any audits or reviews that have been carried out on its activities;
- o) Any relevant information discovered to be inaccurate or inadequate for the specified purpose will be brought to the attention of the originator of that data. The originator will be responsible for correcting the data and notifying all other recipients of the corrections.

10.	<p>Security</p> <ul style="list-style-type: none"> a) Both parties will take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss to, destruction of, or damage to, personal data. b) Specific security arrangements which will be taken to protect the information, including secure transfer, as outlined above. c) Information will be stored as is appropriate for its nature under the DPA 2018 data protection principles. DoF Departmental and council data security policies and procedures will be adhered to. d) Each party will ensure that only officers of either the CCGBC or LPS who have a genuine business need to see the data will have access to it.
11.	<p>Retention and disposal</p> <ul style="list-style-type: none"> a) When the CCGBC has completed its processing of information for rating and valuation purposes, it will destroy any copies of information it possesses, and shall do so at least within one month of cessation of processing in line with DPA and CCGBC own data retention and disposal procedures. b) LPS as data controller shall retain and then dispose of information held for valuation and rating purposes in accordance with the DoF Retention and Disposal Schedule, v1.3 December 2016, namely Section 3, 16. c) Electronic files will be deleted according to standard NICS data security protocols. d) Paper records will be disposed of by appropriate secure means such as shredding or incineration and in accordance with NICS data security protocols.
12.	<p>Security incidents or data breaches</p> <ul style="list-style-type: none"> a) If a data security breach is discovered by either party, it will be reported to the Information Manager for the data controller, and for

	<p>each party. The Data Security Breach Management Plan for the data controller will be instigated and the incident investigated.</p> <ul style="list-style-type: none"> b) If required, immediate action may be taken to temporarily suspend the agreement until the breach is remedied. c) Each party must be fully engaged in the resolution of an incident by assisting in the investigation being carried out by the responsible partner d) In the event of an incident within LPS, the responsible IAO within DoF will instigate an investigation in line with the DoF, Data Breach Management Plan.
13.	<p>Commencement/Review/Termination of Data Sharing Agreement</p> <ul style="list-style-type: none"> a) This data sharing agreement shall commence on 01/04/2022. b) This data sharing agreement may be amended on the mutual written agreement of both parties. c) If any significant change takes place which means the agreement needs amendment, the agreement may be updated as needed and a new version will be signed by the parties and circulated to replace the revoked agreement. d) Any signatory to this data sharing agreement can make a request for an extraordinary review at any time during the term of the agreement. e) The DSA will be reviewed every three years. f) Should any party wish to terminate the agreement, that party will notify the other by written notice 3 months before the proposed ending of the agreement. Arrangements for ensuring the secure deletion or disposal of all shared data will be undertaken as soon as practicable after the termination date. g) Written notice, unless an alternative service recipient has been agreed in writing by the responsible officers, must be served on the responsible officers and be sent by first class post to their business address or, electronically to their email address (see clause 6 for these email addresses) h) Electronic service may be sent to the responsible officer during a working Monday to Friday weekday (excluding a weekday falling on a bank or public holiday). Where notice is served after 5pm on such a working weekday it will be deemed to have been served on the next working weekday.
14.	<p>Indemnity</p>

	<p>In the event of a breach of this agreement which results in a financial penalty, claim or proceedings, the parties agree to co-operate to identify and apportion responsibility for the breach and the defaulting party will accept responsibility for any such claim.</p>
<p>15.</p>	<p>Signatures</p> <p>I have read, understood and agree to abide by the terms and conditions of this agreement. All information received will only be used for the purpose defined and listed in the agreement.</p> <p>Signed on behalf of Land & Property Services</p> <p>_____</p> <p>Name (block capitals): <u>Leona Lees</u></p> <p>Date:</p> <p>Signed on behalf of Causeway Coast and Glens Borough Council</p> <p>_____</p> <p>Name (block capitals): _____</p> <p>Date:</p>
<p>16</p>	<p>Interpretation</p> <p>Anonymised data is information from which no individual can be identified.</p> <p>Data controller has its DPA 2018 meaning being a person or organisation (either alone or jointly or in common with other persons or organisations) which determines the purposes for which and the manner in which any personal information is to be processed.</p>

Data processor has its DPA 2018 meaning being any person or organisation (other than an employee of the data controller) who processes information on behalf of the data controller.

DPA means the Data Protection Act 2018, which is the legislation that governs the handling and protection of information relating to living people.

The data protection principles refer to the six rights which all organisations processing personal data must conform to, as prescribed by the DPA.

Data subject means an individual who is the subject of the personal data.

Data sharing means the disclosure of data from one or more organisations to a third party organisation or organisations, or the sharing of data between different parts of an organisation. It can take the form of systemic, routine data sharing where the same information is shared between the same organisations for an established purpose, or one off decisions to share data for any of a range of purposes.

Data sharing agreement means the common set of rules to be adopted by the various organisations involved in a data sharing operation.

DoF means the Department of Finance

Environmental Information Regulations 2004 - legislation that provides rights of public access to environmental information held by public authorities.

EIR request - a request by a member of the public for access to environmental information held by a public authority. In most cases, the public authority must provide a response to the request within 20 working days of receipt.

FOIA means the Freedom Of Information Act 2000 the legislation that provides public access to third-party, non-environmental information held by public authorities.

FOI request means a request from a member of the public for access to third-party, non-environmental information held by a public authority. The public authority must provide a response to the request within 20 working days of receipt.

	<p>ICO means the Information Commissioner</p> <p>NAV means the net annual value of a hereditament / property</p> <p>Personal data means information which relates to a living individual who can be identified from that information and other information in the possession of the data controller. It includes any expression of opinion about the individual and any indication of the intentions of the data controller or any other person in respect of the individual.</p> <p>DPIA means a Data Privacy Impact Assessment which is a comprehensive process for determining the privacy, confidentiality and security risks associated with the collection, use and disclosure of personal data.</p> <p>Processing of data has its DPA meaning of any activity involving personal data information. This includes obtaining, recording or holding the data or doing any work to it such as organising, adapting, changing, erasing or destroying it.</p> <p>Registration – The ICO maintains a public register of data controllers. Each register entry includes the name and address of the data controller and details of the types of personal data they process. Notification is the process by which a data controller’s details are added to the register.</p> <p>Special category data – personal information about an individual’s race or ethnic origin; political opinions; religious or other similar beliefs; trade union membership; health; sexuality; criminal proceedings or convictions. Special category data can only be processed under strict conditions (see relevant sections of the DPA).</p> <p>Subject access request – a written request from an individual for information which is held about them. The data controller must respond to the request within 40 calendar days of receipt.</p> <p>The 1977 Order means the Rates (Northern Ireland) Order 1977</p> <p>The 2007 Act means the Serious Crime Act 2007</p>
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