

Tenancy Management Policy

1.0 SCOPE

Purpose

- 1.1. This Policy explains how we will manage tenancy breaches and enforce the tenancy conditions where no other Policy exists.
- 1.2. The Policy does not relate to serious anti social behaviour, home improvement, tenancy fraud, giving access for contractors, or other Policies relating to some tenants' rights contained within the relevant tenancy agreement as these Policies already exist.
- 1.3. The Policy covers what we will do when dealing with:
 - The principles of zero tolerance;
 - Managing communal areas, including land we own;
 - Untidy gardens;
 - Pests/infestations;
 - Domestic animals kept as pets;
 - Abandoned vehicles and inconsiderate parking;
 - Requests for permission/consent not covered by other policies;
 - Boundary disputes
- 1.4. This Policy applies to tenants and does not apply to freeholders, leaseholders and Shared Ownership customers.
- 1.5. The Policy will be delivered in line with service contract requirements, safe systems of work, and operating procedure standards.

Legal and Regulatory Framework

- 1.6. The Regulator of Social Housing (RSH) Home Standard requires us to “ensure prudent planned approach to repairs and maintenance of homes and communal areas”.
- 1.7. The RSH Tenancy Standard requires us to “publish clear and accessible policies which outline their approach to tenancy management.”
- 1.8. We are also required to “meet applicable statutory and legal requirements in relation to the form and use of tenancy agreements or terms of occupation”, which includes sections relating to the tenancy management in 1.3 above.

- 1.9. The tenancy agreements state our responsibilities and obligations as a landlord and customer obligations relating to those mentioned in section 1.3.
- 1.10. The Housing Act 1985 and 1988 (as amended by the Housing Act 1996) sets out the grounds for possession for the tenancy agreements we operate.
- 1.11. We will work in partnership with Local Authorities in our areas of operation to respond to issues that may occur on our property and land, and work in accordance with the Environmental Protection Act (as amended by the Environmental Health Amendment Act 2018).
- 1.12. The Anti-social Behaviour, Police and Crime Act 2014 sets out the remedies to deal with tenancy breaches that may be deemed anti social and/or causing a nuisance to neighbours, and/or impacting negatively on communities.
- 1.13. The Dangerous and Wild Animals Act 1976 deals with how animals should be kept and how they can be removed from the owner, without recourse. The Dangerous Dogs Act 1991 deals with owners who allow their dogs to be out of control in a public place and identifies specific dog breeds as dangerous, and banned from ownership.

2.0 POLICY STATEMENT

General Principles

- 2.1. Where there is a potential breach of tenancy, we will work with customers to give them the opportunity to put the issue right before considering other responses.
- 2.2. We take a zero tolerance approach where:
 - There are items in/under communal stairwells, and/or;
 - Items/furniture are placed on walk ways and landings, and/or;
 - Items/furniture are placed in entrances to blocks, and/or;
 - There are noxious, flammable and hazardous substances stored in the home.
- 2.3. We consider any items in communal areas as a potential obstruction hazard.
- 2.4. We consider this and any noxious, flammable and hazardous substance stored in the home as a fire hazard, which will be removed either by us or by the customer.
- 2.5. Any breach of tenancy will be considered when carrying out tenancy reviews in accordance with the Tenancy Policy.
- 2.6. Where there are persistent or serious issues in a communal area or neighbourhood we will progress with action in accordance with the Anti

Social Behaviour Policy and/or the Tenancy Policy.

- 2.7. We may consider legal action against anyone found to be fly tipping on our land, or property. We will work with the Police and local authorities in our areas of operation to ensure persistent fly tipping is tackled through the Anti Social Behaviour Policy, and the Environmental Protection Act 1990. This may include sharing customer details to the relevant body in order to resolve issues and providing information required in civil and/or criminal proceedings.

Managing Communal Areas

- 2.8. Managing Communal Areas applies to communal gardens; refuse disposal areas, drying areas or any other communal space accessible by customers. This section does not apply to Community Rooms, as a Policy already exists.
- 2.9. Internal corridors, hallways, landings and stairwells must be kept free of any obstruction. A zero tolerance approach to fire safety is operated and any obstruction will be removed.
- 2.10. We expect our customers to dispose of their rubbish and furniture correctly for the safety of all customers living in accommodation with a communal facility. We also expect customers to adhere to No Smoking/Vaping in communal areas and contribute to ensuring their own safety and the safety of others at all times.
- 2.11. Customers are required to keep their home and accessible communal areas free from:
- Domestic waste; which must be disposed of using communal facilities provided;
 - Any infestation; by reporting it to us.
 - Any unwanted visitors; by ensuring security controls are adhered to, and reporting unwanted visitors to us.
 - Pet waste.
- 2.12. We will ensure that our responsibilities as a landlord are fulfilled through:
- Regular inspections of communal areas and neighbourhoods;
 - Setting action plans where a response is required;
 - Carrying out repairs to structures or fixtures and fittings in communal areas;
 - Partnership working with our contractors, customers and local authorities to manage and eradicate risk to the health and safety of our customers.

Untidy Gardens

- 2.13. This applies to customers who have access to their own garden. Customers are responsible for the garden to be kept tidy, which may include grass

cutting and foliage/privet pruning.

- 2.14. Trees in gardens are the responsibility of the customer except where the tree:
- Has died, and/or;
 - Is diseased, and /or;
 - Growth is dangerous to the customer, their household, and/or the local environment.
- 2.15. Customers must get advice from their local authority to remove/crown trees, and adhere to preservation or any other order applied to a tree. Trees must not be planted within five metres of the property.
- 2.16. Where complaints are received, or we become aware of, untidy or overgrown gardens we will contact the customer to resolve issues and/or make referrals to other teams or agencies for support where appropriate.

Pests/Infestations

- 2.17. Pests and infestations may occur because the external environment of the home is not looked after.
- 2.18. We expect customers to keep their home free from infestations. If there are any infestations for which the customer may be responsible, it is their responsibility to ensure these are eradicated. Customers should liaise with their local authority to resolve the infestation where possible.
- 2.19. Where we might have responsibility, we will liaise with the customer to resolve the infestation at the earliest opportunity.

Pets

- 2.20. Customers who wish to have more than one domestic pet will need consent, except where assistance animals are required by the customer.
- 2.21. We will give information, advice and guidance to pet owners on what is expected of them at the start of their tenancy and during the tenancy should we receive any complaints about how a pet is being kept, in accordance with the relevant tenancy agreement.

Parking and Abandoned Vehicles

- 2.23. We expect our customers, and people living with or visiting the household who are vehicle owners to adhere to their tenancy agreement to ensure there is considerate parking in neighbourhoods, specifically:
- That the vehicle is taxed and insured appropriately, and;
 - That the vehicle is no more than 1.5 tonnes axle weight, and;
 - The vehicle is appropriately parked in designated or local parking areas provided, and;
 - Not to repair or maintain vehicles except for day to day repairs such

- as changing a tyre and;
- To park legally and sensibly so as not to cause any obstructions, and;
- To park on a drive that has been purpose built with a dropped kerb where planning approval from the local authority has been obtained.

- 2.24. We will make necessary checks with owners who are customers, who may have abandoned their vehicle, or who have not met the above requirements on our land.
- 2.25. Where no owners are identified, and after the required time period, we will serve the appropriate formal notice on the vehicle, which will be removed from site, where possible.

Requests for Consent/Permissions

- 2.26. This section deals with requests for consent/permissions that are not covered in other policies, specifically:
- Customers must not use their home for a business or trade without both written consent from us and planning permission, which must be evidenced, and;
 - Customers must not fix trade plates, signs, adverts, or notices to the home without written consent, and;
 - Consent will not be given to add to or alter any part of communal gardens.
- 2.27. We will not unreasonably withhold consent and if consent is refused we will confirm this in writing giving the reason.

Rechargeable Costs for Wilful Neglect, Damage and Pet /Fouling

- 2.28. Where there is damage caused to our fixtures, fittings or the fabric and structure of any of our properties, out buildings or land, we will recharge the customer to make good any damage, after we have given the customer the opportunity to remedy the problem.
- 2.29. Where there is evidence of a pet fouling in a communal area, we will recharge the customer for any cleaning costs to remove any fouling.

Boundary Disputes

- 2.30. Customers who have boundary disputes with their neighbours will be required to resolve issues amicably. Where there is a disagreement, we will confirm boundary lines with customers. In cases of unacceptable behaviour, we will respond to the issue through the Anti Social Behaviour Policy.

3.0 PERFORMANCE MEASURES

- 3.1. Where consent is required we will aim to respond in 28 days of submission of all relevant documents required.
- 3.2. We will respond to enquiries within 10 working days.

- 3.3. We will give customers every opportunity to respond to requests to prevent a breach of their tenancy agreement.

4.0 MONITOR AND REVIEW

- 4.1. This Policy will be monitored by the Director of Housing and reviewed every three years, unless an earlier review is required due to legislation or regulation change.

5.0 ASSOCIATED DOCUMENTS, POLICIES AND PROCEDURES

- 5.1. Documents, policies and procedures associated with this Policy are:
- Relevant Tenancy Agreements
 - Housing Act 1985 and Housing Act 1988
 - Relative terms of the Housing Act 1988
 - Dangerous and Wild Animals Act 1976
 - Dangerous Dogs Act 1991
 - Anti Social Behaviour Crime and Policing Act 2014
 - Anti Social Behaviour Policy
 - Environmental Protection Act (as amended by the Environmental Health Amendment Act 2018)
 - Tenancy Policy
 - Recharge Policy
 - Communal Rooms Policy
 - Service Contracts and safe systems of work
 - Relevant Health and Safety procedures
 - General Data Protection Regulations 2018

Document author	Jenny Calderbank
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Equality Assessment	None
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