

Tenancy Management Policy

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| 1.0 | SCOPE |
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| | Purpose |
| 1.1. | This document sets out whg's policy towards our expectations of customers in helping us keep homes and neighbourhoods clean, safe and decent. |
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| | Legal and regulatory framework |
| 1.2. | Housing Act 1988 Schedule 2: Grounds for Possession Including Ground 12: we can apply for discretionary possession if a customer has broken any agreement within their tenancy agreement (a 'breach'). |
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| 1.3. | Regulatory Reform (Fire Safety) Order 2005 (as amended by Fire Safety Act 2021) We are responsible for managing fire risks in communal areas of buildings we manage and work in. |
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| 1.4. | Environmental Protection Act 1990 Part III: Statutory Nuisances Local authorities are responsible for dealing with statutory nuisance including noise and animal nuisance. |
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| 1.5. | Homes (Fitness for Human Habitation) Act 2018 We are required to keep all homes we manage fit for habitation throughout the tenancy. |
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| 1.6. | Tenancy Standard 2.2.1 We need to publish clear, accessible policies showing how we manage tenancies. |
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| 1.7. | Neighbourhood and Community Standard 1.1 We need to keep our neighbourhoods and communal areas clean and safe, and work in partnership with customers, local authorities and other services. |
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| 1.8. | Home Standard 1.2 (b) We need to meet all applicable statutory requirements that provide for the health and safety of the occupants in their homes. |

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| 2.0 | POLICY STATEMENT |
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| | Communal areas including communal gardens |
| 2.1. | We have a zero-tolerance approach to safety hazards in communal areas. We remove obstructions and hazards, including any items left in communal areas or around doorways, and chemical or noxious hazards. |
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| 2.2. | We provide guidance to our customers regarding appropriate waste disposal, reporting infestations and security controls in communal areas. Customers are responsible for following this guidance, including: <ul style="list-style-type: none"> • Using only designated areas and facilities for disposing of rubbish; • Closing communal doors behind them; • Using only their assigned key and fob, and not making duplicates. |
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| 2.3. | Customers must keep animals under control in communal areas and clean up fouling. We may charge customers for removing animal waste. |
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| 2.4. | We do not allow smoking or vaping in indoor communal areas. We ask customers who smoke or vape in communal gardens to do so with consideration to other residents and colleagues, and to dispose of cigarette butts properly. |
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| 2.5. | We do not allow any customers to make physical alterations to a communal garden. |
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| 2.6. | We make sure all our communal areas are safe, secure and free from hazards through working in partnership with our customers, contractors and local authorities, having regular communal inspections, and carrying out repairs. |
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| 2.7. | We do not allow any fly-tipping and will take action against known perpetrators. |
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| | Homes and gardens |
| 2.8. | Customers are responsible for keeping their home and garden clean, tidy and free from hazards as per the guiding principles laid out within the Homes (fitness for human habitation) Act 2018 and the prescribed hazards within the Housing Health and Safety System (such as fire and domestic hygiene, pests and refuse hazards) and nuisance (such as noise nuisance) in line with their tenancy agreement. |
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| 2.9. | Customers must take reasonable steps to keep their home adequately ventilated and heated and reduce any moisture levels generated through their own actions, to as low as is reasonably practicable. Customers are also encouraged to report |

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| | any known leaks, blocked gutters or any pooling water against the property which may indicate a drainage issue. |
| 2.10 | Where remedial works are to be carried out to rectify damp and mould issues, customers will make every effort to allow the works to take place. Failure to do so can increase the impact of the defect on both the customer and the property. |
| 2.11 | The Homes (Fitness for Human Habitation) Act 2018 does not impose a liability on whg in situations where the property is unfit for human habitation as a consequence of the customer's own breach of the tenancy agreement. |
| 2.12 | Customers need our written consent if they intend to use their home to run a business and need to provide enough supporting information to allow us to make an informed decision. We do not allow customers to put up signs at their home. |
| 2.13 | Customers who wish to keep more than one pet must get our consent. We ask customers to remove or rehome pets that are dangerous or unsuitable. |
| 2.14 | Customers are responsible for making sure any trees in their garden are maintained and do not become overgrown or dangerous. Customers cannot plant any trees within five metres of their home or a neighbouring building. |
| 2.15 | We work with our customers to help them keep their homes and gardens to a reasonable standard, but any persistent or serious failure will be considered a breach of tenancy. |
| 2.16 | Customers who are unsure where their property boundary is may contact us to have the boundary confirmed. We expect parties to resolve any boundary dispute themselves where reasonably possible, and will provide guidance where appropriate. |
| 2.17 | Customers are not allowed to keep potentially hazardous or flammable items on balconies, or to allow anything to be thrown from balconies or windows, including cigarette butts, food waste and rubbish. |
| | Parking and vehicles |
| 2.18 | We ask our customers to park considerately and responsibly. Any persistent or serious parking issue may be considered a breach of tenancy. |
| 2.19 | For parking on driveways, communal car parks and other whg land, we ask customers to keep to the terms of their tenancy agreements. This includes ensuring they do not park vehicles that are prohibited under the tenancy agreement. Although we will not usually allow customers to park prohibited vehicles such as caravans at home, in exceptional circumstances we may give consent for this. |

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| 2.20 | For parking on public highways, we recommend customers to attempt to resolve concerns amicably in the first instance and contact their local authority for ongoing or infrastructure issues. |
| 2.21 | We do not permit customers to carry out repairs to vehicles at their homes or on communal car parks, except for reasonable day-to-day repairs. |
| | Noise |
| 2.22 | Noise can have a huge effect on customers' quality of life, and we ask all our customers to keep noise in their home at a reasonable level. |
| 2.23 | Noise can particularly affect customers who live in flats, and so we ask all customers living in flats to: <ul style="list-style-type: none"> • Be mindful of the noise they are making and how noise can travel; • Be tolerant of other residents' normal household noise; • Avoid using appliances such as washing machines after 9pm; • Make sure they have carpets in living rooms and bedrooms, if the flat is above ground floor: we ask customers who have installed laminate flooring to remove it. |
| 2.24 | Although the local authority is responsible for noise nuisance, we will investigate noise complaints relating to our customers and we may deem excessive and unreasonable noise to be a breach of tenancy. |
| | Pests in the home |
| 2.25 | We encourage customers to understand their own responsibilities regarding pest control and to contact us only when they believe they are not responsible. |
| 2.26 | If a customer reports pests in their home, we contact them to discuss the infestation and arrange a visit. This visit may be with one or more of: <ul style="list-style-type: none"> • A pest control contractor, where we are confident that there is an infestation that the customer is not responsible for; • A Community Housing Officer, where we are unsure what is being reported, we are unsure whether the customer is responsible, or we believe there are additional tenancy concerns/support requirements; • A Surveyor, where there is an immediate asset impact. |
| 2.27 | Where we do not believe the customer is responsible for the infestation, we arrange pest control works and any remedial repair works required. We also contact the customer following the works to make sure there has been no further infestation. |

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| 2.28 | We follow up on any breach of tenancy that has contributed to the infestation. Where the customer is responsible, but we need to carry out pest control works due to the impact on our property, this is arranged and recharged to the customer. |
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| | Access |
| 2.29 | If we need to come into a customer's home to carry out a tenancy inspection or talk about a reported issue, we give at least 24 hours' notice in writing, including by email or text, except in an emergency. |
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| 2.30 | If we are not given access to carry out a notified visit on more than one occasion, we may consider this a breach of tenancy. |
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| 2.31 | We may on occasion visit customers without a prior appointment, for example if we have observed a potential issue while nearby. Customers will not be in breach of their tenancy if they do not allow us into their homes without prior notification. |
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| | Breach of tenancy |
| 2.32 | Where customers are in breach of the conditions of their tenancy agreement, this is managed in line with the appropriate Policy, for example our Anti-social Behaviour Policy. The Tenancy Management Policy will be applied to breaches that are not covered under other Policies. |
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| 2.33 | The principles of this Policy also apply to shared ownership and leasehold customers. |
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| 2.34 | We let customers know if they are in breach of their tenancy agreement, and what they need to do to put it right. We also offer appropriate support to customers such as referrals to services that may be able to assist. |
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| 2.35 | We encourage all our customers to work with us to sustain their tenancy and resolve breaches or potential breaches as soon as possible. We give customers the opportunity to put right any issues themselves, except where this poses a risk to other people or whg property that requires urgent rectification. |
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| 2.36 | We may take legal enforcement action if a customer is in persistent or serious breach of their tenancy, such as requesting an injunction, where it is reasonable and necessary to manage the breach. The aim of enforcement action is to ensure the customer rectifies the breach and can maintain their tenancy; however, we may seek possession where reasonable. |
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| 2.37 | We may also charge customers in line with our Chargeable Repair Policy. |
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| 2.38 | Any breaches committed by a customer's household member or visitor are the responsibility of the customer. |
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| | Household information and support |
| 2.39 | We ask all our customers to make sure they keep their household record up to date with new or removed members of the household and their identification. Customers do not need our formal consent for people to live with them if they are a member of the same household, but they must not allow someone who is restricted from accessing whg housing to live with them. |
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| 2.40 | Customers who become overcrowded through allowing people to move into the property may be considered in breach of their tenancy. |
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| 2.41 | Any customers who would like another person to act on their behalf regarding their tenancy can let us know and we will make a record of the person's details. If this is a permanent request, we ask customers to provide this in writing. |
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| 2.42 | Individuals who have Lasting Power of Attorney to deal with the property of one of our customers must contact us to let us know. We ask them to provide a copy of the document as well as their own identification. This is kept as a tenancy document. |
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| 2.43 | Customers who have health or cognitive impairments may find it harder to sustain their tenancy. We ask affected customers to let us know so that we can provide the right support throughout the tenancy. With the customer's permission, we record this information within the tenancy file. |
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| 3.0 | PERFORMANCE MEASURES |
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| 3.1. | We respond to requests for service and requests for consent in line with the timescales set out in our Service Standards. |
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| 4.0 | EQUALITY AND DIVERSITY |
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| 4.1 | We understand that some tenancy obligations are more difficult for some customers to manage, particularly maintaining the home and garden. This Policy ensures we work with our customers to resolve issues, and that we provide appropriate support. |
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| 5.0 | TRAINING AND DISSEMINATION |
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| 5.1. | All frontline colleagues are made aware of the requirements of customers' tenancy agreements and the potential consequences of breaching, as well as information on how to refer potential breaches to Community Housing where further action is required. |
| 5.2 | Community Housing colleagues are trained in understanding the rights and obligations of the tenancy agreements, in assessing cases for appropriate action and support, and in taking effective and proportionate enforcement action where required. |
| 6.0 | MONITOR AND REVIEW |
| 6.1 | This Policy will be monitored by the Director of Housing and reviewed every three years by the Policy Group and approved by the Group Executive and Customer Experience Committee. |
| 7.0 | ASSOCIATED DOCUMENTS, POLICIES AND PROCEDURES |
| 7.1 | Documents, policies and procedures associated with this Policy are: <ul style="list-style-type: none"> • Tenancy agreements • Tenancy Management Procedure • Neighbourhood Management Policy • Tenancy Policy • Chargeable Repairs Policy • Fire Risk Assessment Policy • Residential Property Management Policy |

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| Document author | Regional Community Housing Manager |
| Document owner | Director of Housing |
| Legal advice | Legal Services |
| Consultation | Customers; Community Housing; Neighbourhoods; Income Collection; Market and Leasehold; Community Safety; Health and Wellbeing; Customer Services; Home Maintenance Services |
| Approved by | Policy Group December 2022 Group Executive March 2023 Customer Experience Committee March 2023 |
| Review Date | March 2026 |
| Corporate Plan aim | <ul style="list-style-type: none"> • Deliver high quality homes and services for our customers • Deliver a strong business, fit for today and prepared for tomorrow |
| Equality Assessment | December 2022 |
| Key changes made | Restructured and reworded for format and clarity. Additional sections for noise, ventilation, access, enforcement and household information. Revised sections for pest control. |