

Ongo Homes

Tenancy Management Policy

December 2021

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<u>Version No.</u>	<u>Purpose/Changes</u>	<u>Approval Date</u>	<u>Approved By</u>	<u>Suggested Review Date</u>
5.0	Amends following complaint	09/12/2021	HoS	September 2023
4.0	Health check	03/09/2021	HoS	September 2023
3.0	Health Check	January 2020	HoST	January 2023

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1. Our policy is...

- 1.1 To recognise the variety of issues that may arise during the life of a Tenancy Agreement and the need to take a flexible approach.
- 1.2 To ensure that everyone can live safely and sustainably in their homes by employing a range of tools and actions, through exercising all the legal powers available to deal with any breaches of tenancy and by working with other agencies.

2. It applies to...

- 2.1 All Ongo Homes tenants, including those under the Right to Buy scheme and it specifically covers issues relating to the management of the tenancies they hold.
- 2.2 How we deal with serious breaches of tenancy are covered in our Anti-Social Behaviour and Income Collection Policies, while issues affecting neighbourhoods and gardens are covered in our Neighbourhood Management Policy.

3. Because we want to...

- 3.1 Ensure that:
 - ✓ Staff and tenants fully understand each other's responsibilities as outlined in the Tenancy Agreement;
 - ✓ Tenancies are managed effectively and consistently;
 - ✓ Sufficient and appropriate support is provided to tenants to help them maintain their tenancies.

4. We will...

4.1 Probationary period

- 4.1.1 All new social housing tenants will undergo a 12 month probationary period to build a positive landlord and tenant relationship. If we have concerns about the conduct of the tenancy within the first 12 months we will take action to extend the probationary period or end the tenancy.
- 4.1.2 Tenants have the right to request a review of a decision to end or extend the probationary period as outlined in our Tenure Policy.

4.2 Tenancy changes

- 4.2.1 A joint tenancy can be assigned to a sole tenancy and will be considered under the assignment procedures if both parties agree and depending on the circumstances.
- 4.2.2 Once a sole tenancy has been created, we are not able to 'add' another person to that tenancy in law. We will not approve any requests for a change from a sole to a joint tenancy.

4.3 Succession

- 4.3.1 In the event of the death of a tenant, an occupant residing in the same property may have a legal right to succeed (take over) to the tenancy; these rights are set out in the Tenancy Agreement.

4.3.2 The Lettings/Tenancy Officer responsible for the management of the tenancy will advise any prospective successors of their rights and assist them as efficiently and sensitively as possible.

4.3.3 Where successions will result in under-occupation or where a specially adapted property is no longer needed, we will seek to offer suitable alternative housing provision between 6 and 12 months of the death of the tenant.

4.3.4 We will respond to applications to take over tenancies within 20 working days from receipt of all the relevant documentation.

4.4 **Assignment**

4.4.1 Assignment is the process by which a tenancy can be passed on to another person whilst the tenant is still alive. The whole tenancy is given by one person to another.

4.4.2 We will respond to applications to pass on tenancies within 20 days from receipt of all of the relevant documentation.

4.4.3 In some circumstances, we may allow an assignment of the tenancy but assist the person taking over the tenancy to move to a more suitable property if, for example:

- ✓ The property would become under-occupied;
- ✓ The property has been adapted for a person with disabilities and there would no longer be a person with those disabilities living there;
- ✓ The property is not suitable and the person taking over the tenancy does not meet the criteria;
- ✓ The person taking over the tenancy cannot afford the property via affordability tests and/or is not financially secure.

4.5 **Abandoned properties**

4.5.1 We will take all reasonable steps to locate the tenant prior to commencing action to recover possession of a property if we suspect it is has been abandoned. Should we need to carry out a lock change to recover possession, the costs associated with this work will be recharged to the tenant.

4.6 **Lodgers and sub-letting**

4.6.1 We respect the rights of tenants to take in lodgers or sub-let part of the home as stated in their Tenancy Agreement, but will seek to ensure that any such arrangements do not cause problems for neighbours.

4.6.2 Tenants who take in lodgers are required to tell us on request the name, age and sex of any lodger or any intended lodger.

4.6.3 Tenants who wish to sub-let part of the home must inform us of their intentions and request our prior permission in writing. We will consider the impact on the household and the wider community when deciding whether to grant permission.

4.6.4 We will endeavour to ensure that all parties clearly understand the implications of entering into such arrangements.

4.7 **Tenancy Fraud and Illegal Occupation**

4.7.1 We have a responsibility to ensure that our properties are let to those in housing need in accordance with our Choice-based Lettings (CBL) Policy. We aim to prevent squatters and illegal occupiers through:

- ✓ The appropriate security of empty properties;
- ✓ Minimising the time that a property is empty;
- ✓ Regular estate inspections;
- ✓ Working closely with partner agencies such as the relevant local authority, the Police or any other agencies to prevent tenancy/benefit fraud;
- ✓ Verifying the identity of tenants at sign up and validating this within the first four weeks of the tenancy;
- ✓ The use of tenancy audits and other internal checks;
- ✓ Training all front-line and repairs staff on the identification and management of tenancy fraud;
- ✓ Raising awareness amongst the local community and providing a range of reporting mechanisms.

4.7.2 We will not tolerate any unauthorised occupants of any property and will take steps, within current legislation, to remove anyone who is found to be in illegal occupation as quickly as possible. We will make 'use and occupancy charges' (mesne profit) on all illegal occupants to ensure revenue is received throughout the process.

4.7.3 Tenants who have been subletting may have made substantial profit by doing so and a claim for these profits will be taken through the courts along with the claim for possession. A claim for damages might also include damage to the property and recovery of legal costs to regain possession of the property.

4.8 **Tenancy audits**

4.8.1 We may carry out tenancy audits to verify that the correct tenant is living in the property. However, where possible, the audit visit will be used to achieve a number of other objectives which can be summarised as follows:-

- ✓ See if the tenant has any support requirements;
- ✓ Check that the data we hold about the tenant is correct, for example ethnicity, age, sex, next of kin details;
- ✓ Make sure that the tenant is looking after the property and abiding by the conditions of tenancy;
- ✓ Offer advice about security and other services provided by us.

4.8.2 We consider the process of tenancy audit an important one for both landlord and tenant. Should the tenant fail to allow reasonable access we will take legal steps to enforce this under the Tenancy Agreement.

4.9 **Imprisonment**

4.9.1 Where a sole tenant receives a prison period of custody longer than the period for which welfare benefit would normally continue to be paid in support of the rent due, we will advise the tenant of their options.

4.9.2 If a tenant in this situation is unwilling to relinquish their tenancy and/or adequate provision is not made to pay the due rent and/or charges we may take legal action to repossess the property.

4.9.3 Where other persons remain in a property following the imprisonment of the tenant, we will consider such cases according to individual circumstances.

4.10 Relationship Breakdown

4.10.1 We will be sensitive to the wishes of tenants and their partners suffering relationship breakdown

4.10.2 We will:

- ✓ Provide information on housing options to both parties should they request it, including the right to make an application under homeless legislation;
- ✓ Discuss options for transferring the tenancy and the mechanisms by which this might be achieved;
- ✓ Consider various methods of balancing the rent account, including consideration of benefit entitlement and whether this can be backdated;
- ✓ Usually accommodate the adult with whom the children are resident providing they are legally entitled to act as parent or guardian. In all such cases, information and assistance will be offered to the outgoing partner to help them find alternative accommodation.

4.10.3 Where an informal agreement cannot be reached, we will advise the tenant to seek independent legal advice to obtain a decision through the courts.

4.11 Overcrowding

4.11.1 We recognise that in some instances accommodation may, due to family circumstances, become too small for the household to live in. Therefore the tenant and their family may be considered to be living in overcrowded conditions.

4.11.2 Where such issues arise we will work with the tenant to find the most suitable housing option available to them through our CBL Policy.

4.11.3 In cases of statutory overcrowding, where a tenant has been found to be in breach of their Tenancy Agreement and they do not work with us, we will take enforcement action.

4.12 Under-occupation

4.12.1 We recognise that in some instances accommodation may become too large for the household needs. Therefore the tenant and their family may be considered to be living in a property which is under-occupied.

4.12.2 Where such issues arise we will work with the tenant to find the most suitable housing option available to them through our CBL Policy. We will also provide support to assist the tenant to down-size through our Under-Occupation Scheme.

4.13 Condition of property & garden

4.13.1 Tenants should keep the inside of a property, including the decorations, fixtures and fittings in an acceptable standard as explained in our Tenancy Standard Document. This includes the standard of cleanliness. If a property is not kept to an acceptable standard we can refuse to work in the property and the tenant will be in breach of the tenancy conditions. This could result in legal action being taken against the tenant to gain possession of the property or we may enter the property and carry out cleansing work in default. In this situation we would normally recharge the tenant the full cost of the work.

4.13.2 This approach also applies to the external area associated with a property. Residents that have exclusive use of a garden, shall be responsible for ensuring that all parts of the garden are maintained to an acceptable standard and are not allowed to become overgrown or untidy. They must ensure that the garden does not endanger the health and safety of others or cause damage to any property.

4.13.3 Permission requests from tenants to cultivate communal land will not unreasonably be withheld. Ongo will continue to retain responsibility for it and if the tenant with permission leaves, the land must be put back into its original state otherwise recharges may be applied.

4.13.4 We will work with residents who do not maintain their garden and provide support and assistance when required. We understand that a number of our tenants will require some additional support to help maintain their garden. We will ensure that those tenants are directed towards our Tenancy Services Team or other support networks.

4.13.5 Where a tenant fails to meet any of these obligations appropriate action will be taken to encourage the tenant to adhere to the conditions of their tenancy. Failure of the tenant to meet their responsibilities will be viewed as a breach of the tenancy agreement.

4.13.6 All avenues for resolving tenancy breaches will be utilised including the powers of external agencies, recharging tenants for works not carried out and legal remedies.

4.13.7 Although we have no ability to take action against land owners who do not maintain their garden or property, we will, where appropriate, refer matters to the local Authority. Where a property has been purchased under the Right to Buy or Right to Acquire schemes, we will look to enforce any covenants relating to garden maintenance.

4.13.8 All gardens to empty properties will be brought up to the defined clean and safe standard. Please refer to our Lettings Policy and Lettable Quality Standard.

4.14 Infestations

- 4.14.1 Any infestation within the rooms of the property or garden will be considered the responsibility of the tenant to remove.
- 4.14.2 Where infestation can be directly attributed to a tenant's living conditions, or habits the tenant will be responsible for any remedial work required to bring the property or garden up to standard in order to resolve and prevent future infestations. This could include Ongo recharging the tenant for any remedial works if deemed necessary.
- 4.14.3 If an infestation occurs at a location that is identified as a common or communal area and not part of a tenants homes, such as shared corridors, lifts, garden areas and shared drainage routes OH will take steps to eradicate the infestation and prevent it from recurring. The response time for responding to infestations will depend on the type of infestations and the severity, however we will respond to all reports within 10 working days. Where a statutory nuisance exists we will respond within 24 hours.
- 4.14.4 Where the infestation relates to a fault in the fabric of the building, which includes under floors, within cavity walls and in the loft space, Ongo are responsible for infestation treatments.
- 4.14.5 Where required we will work with the Local Authority to assist with any statutory nuisance arising from infestation.
- 4.14.6 We will ensure that all empty properties are free from infestations before being let which includes all external areas. Please refer to our Lettable Standard.

4.15 Access to property

- 4.15.1 We may require access as per the tenancy agreement, after giving 24 hours notice, in order to carry out necessary repairs, safety checks or inspections. If access is not granted we may take legal action to enter the property and recharge the tenant for any costs incurred.
- 4.15.2 In cases of emergency such as gas, water or sewage leaks or where buildings are unsafe we can enter without giving written notice and recharge the tenant for any costs incurred.

4.16 Use of property

- 4.16.1 Tenants must use the property as their main and principal home. We will take action to terminate the tenancies of those tenants who fail to comply and do not inform us of any extended absences from the property.
- 4.16.2 Normally we will not refuse permission for a tenant to run a business from their property provided permission is first sought. However, action will be taken and permission can be withdrawn should the business cause a nuisance or an annoyance.

4.17 Repairs

4.17.1 Any disrepair or damage should be reported immediately. If the problem comes within our responsibility we will carry out any repair. However, if it does not, we will give tenants the opportunity to do the repair within a reasonable time before taking any remedial action ourselves and recharging the cost to the tenant.

4.18 Improvements

4.18.1 We recognise that many tenants wish to improve or alter their home to meet their own preferences or needs, anyone wishing to make an alteration/improvement must obtain our permission before starting any work.

4.18.2 We will not unreasonably refuse permission for a tenant to carry out alterations or improvements, providing the work is undertaken in accordance with the terms and conditions set out in the Tenancy Agreement.

4.18.3 Tenants on an Assured Short-hold Tenancy do not have a legal right to make improvements or claim compensation for improvements within the first 12 months of their tenancy.

4.19 Ending a tenancy

4.19.1 We require tenants to give 28 days' written notice to terminate a tenancy. The only exceptions to the minimum notice period are when the tenant:

- ✓ Dies
- ✓ Moves into a residential care home
- ✓ Moves as an internal transfer.

4.19.2 In the case of Assured tenancies, that notice will end the tenancy of both/all joint tenants. We will then use our discretion to decide if the other joint tenant(s) can stay in the property with a new Tenancy Agreement. There is no automatic right for the other joint tenant to stay in the property but we will treat each case sensitively.

4.19.3 In the case of Fixed Term tenancies, the tenancy will only end if all parties have signed the notice and deed of surrender.

4.19.4 If a tenant hands in the keys or vacates the property after the notice period has expired we will charge compensation for loss of rent. Where the tenant leaves the property before the end of the notice period they will still be responsible for paying rent until the end of the notice period.

4.19.5 We may accept the keys from some other person where it reasonably appears that the other person is returning the keys on the tenants' behalf and a Tenant's Notice to Quit has been signed

4.19.6 The outgoing tenant must ensure that all fixtures and fittings, and any furnishings provided by us, are left in a reasonable condition.

4.19.7 The rent account must be paid in full before the tenant leaves the tenancy, or an arrangement must be made to pay the balance and details of a forwarding address must be provided.

4.19.8 No one else is allowed to live at the property when the tenant moves out, without our permission.

4.19.9 Once written notice to end a tenancy has been given, the tenant has no right to extend or retract the notice. We will usually refuse such requests but may use our discretion to take alternative steps in exceptional circumstances.

4.20 Death of a tenant

4.20.1 In the event of the death of a sole tenant, we will accept written notice from the executor of the late tenant's estate under a valid will or from the late tenant's personal representative where no valid will exists.

4.20.2 On recovering possession of the property we will inspect it. Any outstanding rent liability and repairs or redecoration for which the late tenant was responsible will be recharged to the late tenant's estate.

4.21 Storage of Goods

4.21.1 Tenants are expected to remove all contents from a vacated property unless they have made alternative arrangements with us.

4.21.2 We will take the following steps when items are left in vacated properties:

- ✓ Where a disposal of goods form has been signed, we will dispose of the items;
- ✓ In all other cases we will make reasonable effort to trace the tenant or owner of the belongings.

4.21.3 We may store goods for up to 28 days at our discretion but this would only be in exceptional circumstances.

4.21.4 The outgoing tenant or their estate will be recharged for any removal, disposal or storage costs.

4.21.5 We reserve the right to make an economic assessment on the cost effectiveness of storing or disposing of items left in vacated properties, dependent on their condition and value. We may also take into account any Health and Safety issues.

4.21.6 In cases of emergency eg fire/flood during a tenancy, storage options will be considered with the current tenant.

4.22 Tenancy Management and The Preserved Right To Buy/Right to Acquire

4.22.1 The preserved Right to Buy/Right to Acquire may be exercised providing the tenant (s) of the property meet the eligibility criteria.

4.22.2 Circumstances where the Preserved Right To Buy./Right to Acquire will be denied or suspended include (but are not limited to the following:

- ✓ If the tenant(s) is an undischarged bankrupt, have a bankruptcy petition pending against them, have entered into an Individual Voluntary Arrangement or have obtained a debt relief order
- ✓ If the property is situated within a rural designated area (Right to Acquire only)
- ✓ The court has made an order for possession of the property
- ✓ The property has been served with a demolition notice
- ✓ The property is particularly suitable for the elderly or those with a disability
- ✓ An Anti-Social Behaviour case for the property is opened or already open, Ongo Homes may choose to suspend the application through an application to the court

4.22.3 Ongo Homes will conform with Government set Legislation and Regulations when dealing with Preserved Right To Buy and Right To Acquire applications and make sure all our tenants have the information and support they need to exercise their Preserved Right To Buy or Right To Acquire should they choose to purchase their home.

4.22.4 Please refer to Ongo Homes' Right to Buy/Right to Acquire Policy in relation to how applications for the schemes will be administered.

5. Making sure we do what we say...

- 5.1 The Head of Landlord Services is responsible for implementing and monitoring this policy.
- 5.2 The Tenancy Service Manager is responsible for ensuring this policy is adhered to on a day-to-day basis.
- 5.3 We will set and monitor a series of KPIs in relation to the policy.
- 5.4 We will also monitor tenant satisfaction via regular surveys and by analysing trends in complaints, comments or compliments.

6. Other things to bear in mind...

- 6.1 This policy also links to our:
- ✓ Anti-social Behaviour Policy;
 - ✓ Choice-based Lettings Policy;
 - ✓ Complaints and Feedback Policy;
 - ✓ Domestic Abuse Policy;
 - ✓ Lettings Policy;
 - ✓ Income Collection Policy;
 - ✓ Neighbourhood Management Policy;
 - ✓ Pet Policy;
 - ✓ Recharge Policy;
 - ✓ Repairs and Maintenance Policy;

- ✓ Safeguarding Policy;
- ✓ Tenure Policy;
- ✓ Tenancy Management, ASB, Income Collection and Lettings Procedures;
- ✓ Tenancy Agreements;
- ✓ Tenant Handbook;

6.2 The main pieces of legislation and regulation relevant to this policy include:

- ✓ [Civil Partnership Act 2004](#);
- ✓ [Children Act 1989](#);
- ✓ [Criminal Justice and Public Order Act 1994](#);
- ✓ [Equality Act 2010](#);
- ✓ [Family Law Act 1996](#);
- ✓ [Housing Acts 1985, 1988, 1996, 2004](#);
- ✓ [Human Rights Act 1998](#);
- ✓ [Localism Act 2011](#);
- ✓ [Matrimonial Causes Act 1973](#);
- ✓ [Protection from Eviction Act 1977](#);
- ✓ [Torts \(Interference with Goods\) Act 1977](#);
- ✓ [Homes and Communities Agency \(HCA\) – Tenancy and Consumer Standards](#).

7. We'll look at this again...

7.1 In three years' time unless any regulatory or legislative or other changes occur which have an impact on this policy.

8. What we mean...

Reference		Defin
Assignment	Where a tenancy is passed on to another person. However, there are statutory restrictions on when an assignment can take place. This does not create a new tenancy.	Where restrict new t
Assured Tenancy	Introduced by the Housing Act 1988, it is a form of tenancy that grants a degree of security to the tenant. An assured tenant cannot be evicted without a reason. This type of tenancy is granted on successful completion of a Starter Tenancy.	Introo of sec This ty
Assured Protected Tenancy	These tenancies were granted on the transfer from North Lincolnshire Council to North Lincolnshire Homes (now known as Ongo Homes).	These to Nor
Assured Shorthold Tenancy	This is a form of assured tenancy with limited security of tenure which was introduced by the Housing Act 1988 with important changes made by the Housing Act 1996. This type of tenancy is used for Starter Tenancies and Fixed Term tenancies.	This i introd Housi Term
CBL	Choice Based Lettings. We let our homes using the Home Choice Lincs system, which allow applicants to register their interest in moving and to 'bid' for a suitable property they see advertised. We advertise vacant properties on a weekly basis and applicants are prioritised according to their housing need.	Choic which suitab weekl
Extended absence	Tenants are obliged to inform us of any absences in excess of 28 days.	Tenan

Reference		Defin
Family members	Definitions of family members: <ul style="list-style-type: none"> ✓ The tenant's parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece; ✓ Step and half relatives will be treated as full relatives. 	Defin ✓ ✓
Fixed Term Tenancy	A tenancy that lasts for a set period of time. At the end of the set period of time the tenancy will end if the appropriate procedures have been followed. Our use of Fixed Term Tenancies is outlined in our Tenure Policy.	A tena the te of Fixe
Illegal Occupation and Tenancy Misuse	Illegal occupation does not refer to cases where tenants have taken in a lodger or sublet with our consent, but does include unlawful subletting. The following list is not exhaustive, but demonstrates the most common types of illegal occupation and tenancy misuse: <ul style="list-style-type: none"> ✓ Unlawful subletting, including: <ul style="list-style-type: none"> ○ Subletting the whole property to a single household, or ○ Multiple sublets within one property; ✓ Non-occupation by tenant as their principal home; ✓ Wrongly claimed succession – retention of a tenancy following the death or vacation of the tenant following a previous succession, or of a non-qualifying person; ✓ Unauthorised assignment; ✓ ‘Key Selling’ – where the tenant leaves the property and passes on the keys in return for a one-off lump sum payment or favour; ✓ Fraudulently obtaining a social housing tenancy, including <ul style="list-style-type: none"> ○ Misrepresentation of identity ○ Misrepresentation of circumstances. 	Illega or sub list is occup ✓ Un ✓ No ✓ W va qu ✓ Un ✓ ‘K in ✓ Fr
Lodgers	An occupant who, although he/she has his/her own bedroom actually lives with the tenant. A lodger will not have exclusive use of any part of the property but may share some with the tenant (e.g. living room). Lodgers may also receive some service from the tenant (e.g. meals).	An oc with t prop Lodge
Mesne Profit	Sum of money paid for the use and occupation of land to a person where no permission has been given for that occupation.	Sum o permi
Overcrowding	Where accommodation is much too small for the household. A home may be overcrowded under the law if there are not enough rooms or space for the number of people who live there.	Where overc numb
Relationships	Relationships shall include married and cohabiting couples in households with or without children and same sex couples.	Relati or wit
Security of tenure	The level of protection which a tenant enjoys in relation to the occupation of their home.	The le their l

Reference		Defin
Succession	For the purposes of this policy is defined as where the tenant has died and there are other members of the household who wish to have the tenancy transferred to them.	For th there transf
Under- occupation	Where a tenant is living in a property which is too large for their housing needs or they are classed as under-occupying for Housing Benefit purposes.	Where needs