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## TENANCY MANAGEMENT POLICY

<b>Executive Summary</b>	<p>This document outlines our policy on how Orbit as a business approaches Tenancy Management.</p> <p>This policy also takes into account our statutory and regulatory responsibilities.</p>
<b>Approved by</b>	Customer Services – Senior Management Team (February 2018) and the Customer and Communities Board (April 2018)
<b>EA completed</b>	February 2018.
<b>Explain how customers have been involved</b>	Feedback on this policy will be sought from our involved customers
<b>Consultation</b>	Independent Living, Leasehold and Tenancy Services.
<b>Applies to</b>	All staff.
<b>Scope</b>	This policy forms part of the wider Community Safety and Anti-Fraud agenda aimed at supporting teams to tackle and resolve allegations which are our responsibility as a Registered Provider.

## 1.0 INTRODUCTION

1.1 This policy provides clarity and a framework for managing breaches of tenancy/and or other legal agreements with us that are not covered by standalone documents, but where action may be needed in our role as a Registered Provider.

1.2 We believe that our customers and the wider community have the right to live and work in clean and safe environments and we recognise the importance of robustly tackling breaches.

1.3 This policy whilst standalone, aims to compliment other policies and/or procedures which guide and support the activities of the Response Teams within Tenancy Services. These activities are detailed below and this is what we expect our Response teams to deal with as part of their daily activities. Anything outside of these activities and not covered by the policies detailed in sections 1.4 to 1.8 will not usually be deemed to be our responsibility as a Registered Provider:

- Abandoned Vehicles
- Abandoned Properties
- Assignments, Successions and Name Changes
- Decants (temporary)
- Deceased Customers
- Evictions and TORT Notices
- Fixed Term Tenancy and Mortgage Rescue Reviews
- Management Moves
- New Customer 6 Week Settling in Visits
- Non Access
- Tenancy Audits

1.4 Other relevant policies are detailed in paragraphs 1.5 to 1.9 and 5.6 and 6.2. This policy takes account of the requirements of the Homes & Communities Agency Neighbourhood and Community Standard.

1.5 Anti-Social Behaviour (ASB) - We recognise the serious impact of ASB and the role we have in tackling it as part of a multi-agency approach. In such cases we will apply our **Anti-Social Behaviour Policy**.

1.6 Domestic Abuse - We recognise the serious impact of domestic abuse and the role we have in tackling it as part of a multi-agency approach. In such cases we will apply our **Domestic Abuse Policy**.

1.7 Hate Incidents - We also recognise the serious impact of hate incidents and the role we have in tackling it as part of a multi-agency approach. In such cases we will apply our **Hate Incident Policy**.

1.8 Safeguarding - Where safeguarding concerns arise we will apply the **Safeguarding Policy**.

1.9 Tenancy Fraud - We recognise the serious impact of tenancy fraud and the role we have in tackling it as part of a multi-agency approach. In such cases we will apply our **Tenancy Fraud Policy**.

**1.10** This policy relates to situations where a customer suspected of breaching their agreement with us is known and where they are living in rented, shared ownership (including Aspire to Buy) and where appropriate, leasehold properties; however it should be noted that some of the options available to us may be limited. We will decide if action is possible or necessary on a case by case basis and will be open and transparent in order to manage expectations from the outset. In situations where we do not have the powers or tools to tackle the issue, we may if appropriate work in partnership with other organisations, or signpost as necessary.

## **2.0 DEFINITION**

**2.1** We define a breach of tenancy or other legal agreement as:

*“Any breaking of a rule set out in the tenancy agreement or other legal agreement by a customer, or family member or visitor to the customer’s property. A rule may include positive requirements or rules prohibiting certain behaviour or activities.”*

**2.2** Breaches covered by this policy typically relate to:

- Criminal Damage (non offensive graffiti)
- Fly-tipping (where the perpetrator is known)
- Misuse of Communal Areas
- Parking (non-designated areas)
- Poor condition of Property or Garden
- Running a Business
- Vehicle Repairs

## **3.0 REPORTING BREACHES**

**3.1** We aim to make reporting breaches easy and we accept reports from anyone with these able to be made online via our website, by email, by telephone, in writing and in person.

**3.2** We also raise awareness amongst our staff and contractors and encourage them to identify and quickly tackle, or report breaches as appropriate.

## **4.0 COMPLAINANT AND WITNESS RESPONSIBILITIES**

**4.1** We expect our customers to adhere to the terms and conditions of their tenancy and/or other legal agreement with us.

**4.2** We expect reports to be made at the time of the incident occurring and we may refuse to accept a report if it has not been reported to us within 72 hours of the date of the incident. We expect reports to be factual and detailed enough for us to take action if necessary and we may refuse to accept a report if we are not given sufficient information.

**4.3** If an anonymous report is made, we will only accept it if there is sufficient information and evidence to take action if necessary.

**4.4** We will not disclose a complainant or witnesses details to a person suspected of breaching their tenancy and/or other agreement without their consent, however if this

is not given, we may then refuse to take action if our ability to do so is limited by such a refusal.

**4.5** Before making a report to us, we expect complainants and witnesses to:

- take responsibility for their own behaviour and every person (including friends, family, children and lodgers) living in or visiting their property. This includes in the property itself, in communal areas (such as stairs, lifts, landings, entrance halls, gardens and parking areas) and in the immediate neighbourhood;
- be considerate of others in their surroundings by being respectful and tolerant of lifestyle choices;
- where appropriate attempt to communicate with the person believed responsible in an attempt to resolve the issue;
- report issues to relevant statutory organisations; for example if the report is of a criminal nature, we expect that it will have been first reported to the Police;
- support action recommended and/or proposed by us.

**4.6** If complainants and witnesses do not follow the expectations above, we reserve the right to refuse to deal with a report and may be limited in our ability to act.

## **5.0 MANAGING REPORTS**

**5.1** We will treat reports on their own merits and we will use all available tools and powers as appropriate to resolve issues. In situations where action is necessary, we will quickly tackle issues and we have Response Teams who are appropriately trained.

**5.2** Reports will be investigated by either the Response Team (Office or Mobile based) depending on what type of investigation and action is required.

**5.3** The suspected person will be held to account if they do not manage their home in-line with their legal agreement with us and will be required to rectify breaches usually within 7 days, or in extenuating circumstances within a mutually agreed timescale.

**5.4** If a suspected person does not rectify the breach within an agreed timeframe, this will be quickly followed up with escalating action including no more than one formal warning and legal action as necessary.

**5.5** All breaches and the customer's response will be taken into account and may impact on our decision to renew a Starter or Fixed Term tenancy.

**5.6** We will investigate cases in line with our **Investigations Policy** as appropriate.

**5.7** Action taken could be against a customer or non customer for example a household member or visitor and could relate to an act committed at the property, or within the immediate neighbourhood.

**5.8** Before closing a case, we will make contact with complainants and witnesses and clearly explain why we are doing so.

**5.9** We may publicise action taken by us as part of our strategy to provide reassurance to the wider community and to prevent and deter.

## **6.0 LEGAL ACTION**

**6.1** If a Tenancy Services Officer (Response) managing a case wishes to commence legal proceedings on a DIY basis, this must be approved by their line manager or in their absence, their nominated deputy.

**6.2** If a Tenancy Services Officer (Response) managing a case wishes to use a legal remedy requiring the services of a solicitor or barrister, they must adhere to the **Legal Services Procedure**.

## **7.0 PARTNERSHIP**

**7.1** In some cases as a landlord, we will not always be the organisation with the responsibility or powers to deal with the allegation(s) made. In these circumstances we adopt a partnership approach and work proactively with other professional organisations such as the Police or Local Authority and share information in line with our **Privacy Policy**. We may refer complainants or witnesses to other organisations as appropriate whilst always being clear about our responsibilities and capabilities.

**7.2** Where we have an interest but another organisation is leading, we may decide not to act until the outcome of their investigation is known.

## **8.0 SUPPORT**

**8.1** When dealing with reports we will consider early on the support needs of complainants, witnesses, alleged perpetrators, staff and contractors. Where support needs are identified we will make individuals aware of the support available to them, or we may with permission, make a specific support referral ourselves but this will be at the discretion of the officer managing the case. We recognise that providing support may fall outside of our role as a landlord and it is in these circumstances, that we may signpost to external organisations.

## **9.0 PRIVACY STATEMENT**

**9.1** Orbit collect information ('personal data') so that we can manage and support our relationship with our customers, staff, contractors and 3<sup>rd</sup> parties to comply with legal obligations, improve our services and achieve our legitimate business aims. We are committed to complying with data protection legislation when handling personal data. Everyone has rights around their data, including the right to access their data, and to object to the way it is processed. For more information on how and why we process customers' data, and how customers can exercise their rights, please see our full Privacy Policy on our website at [www.orbit.org.uk/privacy-policy/](http://www.orbit.org.uk/privacy-policy/). For more information on how and why we process employee's data and how employees can exercise their rights, please contact HR.

## **10.0 EQUALITY AND DIVERSITY**

**10.1** Our policies are developed in line with our **Equality, Diversity and Inclusion Policy** approach. An Equality Analysis has been conducted and is available on request.

## **11.0 COMPLAINTS**

**11.1** Anyone is able to make a complaint about the service they have received and this is managed under our **Complaints Policy**. We do not however accept complaints based on the outcome of a case.

## **12.0 MONITORING, ACCOUNTABILITY AND REVIEW**

**12.1** Monitoring of live cases will be monthly by the relevant Tenancy Services Manager (Response) and measured against any agreed Key Performance Indicators and the Customer Promise.

**12.2** We will usually carry out a review of this policy every three years or sooner if it is newly created, or there are legal or regulatory changes.