

# TENANCY MANAGEMENT POLICY



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## 1. Introduction

This policy sets out how Redditch Borough Council (The Council) will manage its tenants, respective of their rights, obligations and responsibilities and as set out in its Introductory and Secure Tenancy Agreements.

## 2. Aims and Objectives

This policy aims to clearly set out the course of actions. The Council will take in managing the various aspects of the tenancy agreement within its wider housing management function.

It aims to set out the broad principles of its operations within the bounds of law and regulation and set clear expectations for all parties bound by the terms and conditions of the tenancy agreement.

Wherever necessary, the operation of this policy will be underpinned by clear and measurable procedures.

## 3. Responsibility

### Tenant's Rights

#### Right to Occupy and the Quiet Enjoyment of the Home

Council Officers will treat all tenants with respect and dignity and comply with our obligations under tenancy law that gives tenants a right to use the property for the purpose for which occupation was granted.

Council Officers will only interfere with this right when it is exercising a legal power or right.

Tenants are also under an implied obligation to provide access to the council on reasonable notice and to behave in a "tenant-like" manner. These are in addition to the obligations set out in the written tenancy agreement.

#### Right to take in Lodgers and sub-let.

Introductory tenants do not have the right to take in lodgers or sub-let any part of their home.

Secure tenants have a right under s93 Housing Act 1985 to take in a lodger (renting out a room under license) or sublet part of their home with the written consent of the Council.

Only a part of the secure tenant's home can be sublet, not the whole home. If the whole home is sublet, then the tenancy ceases to be a secure tenancy and cannot subsequently become a secure tenancy even if the sub tenant leaves. Consent will never be given to sublet the whole home.

In reaching a decision on whether to grant consent to sublet part of the Home, the Council must not unreasonably withhold its consent. Section 94 Housing Act 1985 requires the Council to consider, if subletting will cause overcrowding.

If the part of the home to be sublet is affected by proposed works to the home or the building Consent cannot be given subject to conditions.

The tenant(s) remains responsible for the conduct and behaviour of any lodgers. The Council will take enforcement action against the tenant(s) for breach of tenancy caused by any such lodger and the tenant(s) will be liable for any legal cost incurred in doing so.

## Right to be Consulted about housing management matters

All secure tenants of our homes have a right under s105 Housing Act 1985 to be consulted before any changes are made in matters of housing management and maintenance.

This includes

- New programmes for maintenance, improvement, or demolition of homes in which secure tenants live
- Changes in the practice or policy of the Council
- Services or amenities provided to secure tenants by the Council as their landlord
- That are likely to have a substantial effect on secure tenants.

The Council Housing Services is committed to taking an inclusive and meaningful approach to consultation in the process of changing and continuously improving the housing services it provides, involving tenants, residents, partner agencies and colleagues from the point at which a need to change or improve is identified through to design of a new process or service.

## Right to information

Tenants have a right to information under s104 Housing Act 1985, from us about

- The terms of their tenancy
- Our repairing obligations
- All their legal rights, and obligations

## The Right to Mutual Exchange

Introductory tenants do not have a right to mutual exchange; however, all secure tenants have a right to assign their tenancy by way of mutual exchange, subject to certain conditions being met.

The council can only refuse an exchange if the tenancy or property type makes it incapable of being exchanged or if one or more of the grounds set out in Schedule 3 of the Housing Act 1985 or if it is a Localism Act exchange Schedule 14, Section 158 of the Localism Act 2011 applies.

A Localism Act 2011 exchange occurs when

- Our secure tenant who was granted their tenancy prior to 1 April 2012 exchanges with
- An fixed term assured shorthold tenant on a social rent for 2 years or more OR
- A flexible fixed term tenant of another local authority.

When the above combination of tenants occurs, then the Localism Act 2011 must be followed and if consent is given by both landlords, then the tenants both surrender their existing tenancies and are granted new tenancies by their new landlord.

If our tenant or the other tenant has an Affordable Rent tenancy, then the Localism Act 2011 will never apply to the mutual exchange.

Mutual Exchanges should be cost neutral to the Council and therefore we reserve the right to recover any costs of facilitating the exchange between tenants, for example an advance charge for gas and electric safety checks to be completed.

A tenant must be given a decision whether consent is given or if not, what ground is being relied upon to refuse consent within 42-days of receipt of the initial applications from the tenant. If we do not reply within 42 days, then consent is deemed to have been given so this deadline should be diarised.

The Council can grant consent on two permitted conditions only under Schedule Three HA 1985 (for a non-Localism Act exchange) - which are:

1. That any rent arrears remain
2. That any obligation of the tenancy has been broken or not performed

If it is a Localism Act exchange, then arrears and breach of tenancy are themselves grounds and conditional consent cannot be given.

The remaining grounds for refusing consent are wide ranging and identical in Schedule Three (for non-Localism Act exchanges) and in Schedule 14 (for Localism Act exchanges) and include for example where our tenant is causing anti-social behaviour or the property is adapted and the incoming tenant does not need the adaptations etc.

Where landlords mutually consent to the exchange proceeding, the administration of the exchange will depend on the tenancy types being exchanged.

Our secure tenant exchanging with another of our secure tenants will take over the same secure tenancy and terms and conditions. The rent level may be different depending on the size of the property.

Our secure tenant exchanging with most assured tenants of housing associations will step into each other's tenancy type and terms and conditions. If exchanging into an assured tenancy our outgoing secure tenant will lose the right to buy and will only take over the rights available to an assured tenant on the tenancy agreement terms, they take over.

Section 158 of the Localism Act provides protection for secure tenants of the Council who were granted their tenancy prior to 1 April 2012 and exchanging with an assured fixed term assured shorthold tenant on a social rent or the flexible fixed term tenant of another local authority. Our secure tenant in these circumstances, must be granted a secure or equivalent periodic tenancy by the other landlord.

Our secure tenants whose tenancies began after 1st April 2012 who do a mutual exchange with an assured shorthold tenant on a social rent, or a flexible fixed term tenant of another local authority do not have the above protection. This means they can be granted whatever type of tenancy their new landlord is currently offering. Their security of tenure may reduce and they may also be subject to a higher rent.

## Right to make Alterations and Improvements

Introductory Tenants do not have a right to make alterations and improvements and further restrictions may apply to secure tenants of newly built homes.

Secure Tenants have the right under s97 Housing Act 1985 to make certain alterations, improvements and additions to their home and garden, with written permission obtained from the Council **prior** to making the changes. Tenants are then responsible for any alterations and improvements once made.

Improvements mean any alteration or addition to the Home including to the Council's fixtures and fittings, erecting an aerial and external decoration

The Council will not withhold consent and reasonably and can (under s98) take into account whether the improvement would be likely to

- Make the Home less safe for occupiers
- Cause the Council to incur expenditure which it would not otherwise incur
- Reduce the rental or sale value of the Home

Consent can also be given subject to reasonable conditions. If a tenant does not comply with that reasonable condition that will be treated as a breach of an obligation of the tenancy

The Council will set out its decision on consent in writing within a reasonable time and if consent is refused, setting out the reasons why.

Introductory tenants who have made any changes that are not allowed, or secure tenants that have made changes without the Councils prior knowledge and consent, will be required to return the property back to its original condition. If the Council must do any remedial work, then the Council reserves the right to recharge the tenant(s) or may also, commence legal proceedings to rectify the issue.

Some major alterations and improvements completed with prior consent of the Council, such as installing a new kitchen, bathroom or building an extension for example, unless funded by grant, may attract the right to compensation for improvements found in s99A Housing Act 1985.

Similarly, if the Council makes any upgrades, such as installing new central heating, kitchen bathroom or driveway, for example, it is entitled to uplift the weekly rent charged to account for the improvement.

## The Right to Succession

Tenant's immediate family members may have a right for the tenancy to be passed to them when the tenant dies, and this right will be operated through the Succession and Assignment Procedure.

There are two groups of family members that a sole secure tenancy can pass to on death either a spouse or partner or if none, another family member.

The Council will always first check if the late tenant had themselves been a successor. If so, no further succession right can apply.

S88 Housing Act 1985 makes clear that a tenant will be treated as a successor if:

- They had succeeded to their tenancy on the death of a previous tenant
- They were a joint tenant, but the other joint tenant has already died, and the tenancy continued with them (the right of survivorship)
- The tenancy was assigned to them either as a qualifying successor or by mutual exchange and they were a successor of the previous tenancy they exchanged away from
- Within 6 months of the ending of a previous secure tenancy where they were a successor tenant with us as the same Council landlord, they took on the current secure tenancy

## Ways Succession can take place:

### Surviving Joint Tenant

If the tenancy agreement is in joint names and one of the joint tenants dies, the tenancy will continue with the surviving joint tenant as a sole tenant.

This is called the "right of survivorship" and happens automatically on the date of death. This means that the existing tenancy continues just as a sole tenancy. All rent arrears associated with the tenancy pass to the successor. A new tenancy agreement will not be completed though a set of the terms and conditions could be provided for information. The Council will just change the names on our records.

### Statutory Succession to spouse or partner

If a secure tenancy agreement is in the name of a sole tenant who then dies, then their spouse/partner/civil partner (or person who has been living together with a tenant as their spouse/partner/civil partner) succeeds to the tenancy.

This is as long as immediately before the tenant's death the spouse/partner/civil partner was occupying the property as their only or principal home. The Council may ask for evidence to prove this if there is any doubt.

A statutory succession means that the existing tenancy continues. A new tenancy agreement should not be completed though a set of the terms and conditions could be provided for information. The Council will just change the names on our records and mark the new tenant as a successor.

## Statutory Succession to a family member

If there is no spouse or civil partner on the tenant's death, a family member may be eligible to succeed.

For Secure Tenancies granted before 1st April 2012 (when the Localism Act 2011 came into force) a member of the tenant's family who was living in the property as their only or principal home at the time of the sole tenant's death and during the whole twelve months leading up to their death is a statutory successor.

If there is more than one occupant qualified to succeed, the family members should decide between themselves who will succeed to the tenancy. If they are unable to agree amongst themselves, then the Council is entitled to make the choice.

For the purposes of succession, family members are defined as: spouse, civil partner, parent, grandparent, children, grandchildren, siblings, uncle, aunt, nephew and niece, including step relations and half relations.

As a statutory succession this means that the existing tenancy continues with the new family member. All rent arrears associated with the tenancy pass to the successor. A new tenancy agreement will not be completed though a set of the terms and conditions could be provided for information. The Council will just change the tenant's name on our records and mark the new family member as the successor.

## For Secure Tenancies which began after 1st April 2012,

The Council's tenancy agreement does not contain any right of succession to a family member so if the tenancy began after 1st April 2012 there is no right of succession for a family member.

## Exercising our Discretion on death of a tenant.

The Council recognises that statutory succession rights are limited in law especially after 1st April 2012 and will therefore endeavour to assist in situations where death of a tenant brings about a need to consider the status and future of household members left in occupation.

- It may therefore exercise its discretion to grant a new tenancy of the same home or a different property to a capable adult such as:
- A child or sibling who has been living in the home for at least 12 months preceding the death of the parent and where the parent was the original sole tenant, or a sole successor of a previous joint tenancy granted prior to April 2021
- Resident carers, including those that have given up their home to care for the deceased
- Those accepting responsibility for any dependents and who need to live with them to do so; and
- Adult children with a disability, particularly where the property has been adapted to meet their needs

There is no right to succession by the persons listed above. The Council will consider all relevant circumstances prior to deciding whether to grant a new tenancy which will include for example, affordability, demand and the conduct of the person requesting a new tenancy whilst living at the home.

In every case, succession rights still apply to a child under 18 years of age. However, as a child cannot be a party to a contract which includes a tenancy, they will need support from family members and Social Services for any equitable tenancy to be placed in trust for them until they reach 18 years of age.

A right to succession or a discretion to agree a new tenancy to a person listed above will only be confirmed after careful consideration of the history of the tenancy and the current facts. A new tenancy agreement will then need to be signed.

Proper documentary evidence to prove the death and evidence of living arrangements at the date of death and for 12 months beforehand where relevant must be provided.



## **Taking possession after a succession.**

Except in cases of survivorship, where a family member (not a spouse or partner) has succeeded, if the property is unsuitable for the succeeding household needs, because it is adapted or too big for example, then within twelve months of the death of the tenant the Council has a right to find the successor more suitable accommodation for their needs.

If the successor is unwilling to move and it is reasonable to expect them to do so, then the Council may seek possession through the County Court, whilst still offering alternative suitable accommodation.

## **The Right to Assign or transfer a Tenancy**

There is no right of assignment for an introductory tenant.

A secure tenant has the right to assign under s91 Housing Act 1985 only in 3 circumstances.

1. By mutual exchange.
2. Following an order of the Family Court such as a property adjustment order to transfer the tenancy
3. By assigning to a person who would qualify to be a successor if the tenant died. Once one assignment has taken place, this is then deemed to have used the one right to succession so a further assignment cannot take place because there will no longer be any person who can be a qualifying successor.

Once an assignment has taken place, the original tenancy does not end but continues with the person the tenancy was assigned to who take on all rights and responsibilities.

The original tenant loses all rights as a tenant to continue to live in the property and if they remain living there could be excluded from the property by the new tenant they have assigned to.

All applications for succession and assignment will be reviewed and authorised by a tier 5 manager or higher and the Council will undertake to keep accurate and up to date records of both assignments and successions.

## **Right to Buy**

Introductory tenants do not have a Right to Buy or Right to Acquire their property.

Secure tenants do have a Right to Buy and Right to Acquire and this right is governed by the Government legislation in operation at the time.

## **Rent and Other Charges**

The Council is responsible for setting rents and service charges in accordance with the provisions of the Housing Revenue Management Policy.

The collection of rent, other tenancy related income and pursuit of tenancy related debts will be governed by the Housing Revenue Management Policy and associated procedures and should be referred to in conjunction with this policy.

## **Crime and Antisocial Behaviour**

The Council is committed to utilising the full range of tools and powers at its disposal, working with partner agencies wherever possible to deal robustly and proportionately with all forms of nuisance and Antisocial Behaviour (ASB) that have a direct impact upon the sustainability of tenancies and communities and to ensure that residents of all tenures can enjoy peace, quiet and security in and around their homes, whilst remaining tolerant of the reasonable behaviour of others.

Each individual complaint of ASB will be handled in accordance with the ASB Policy and relevant procedures, ensuring that risk and vulnerability is continuously and dynamically assessed throughout the management of the case and where enforcement action becomes necessary, this will always follow a consistent and proportionate process of escalation, with all parties to the case treated with dignity and respect and with due regard to the Equality Act.



Where a tenant is convicted of a serious criminal offence as defined in Schedule 2a of the Housing Act 1985, including Offences against the Person Act 1861, then the Council will seek to repossess the property using the mandatory ground found in section 85A of the Housing Act 1985 and there will be no duty upon the Council to rehouse the convicted person.

## **Domestic Abuse and Safeguarding**

The Council is committed to ensuring that all forms of abuse of power and control are recognised and taken seriously and that all those affected by it are provided with the right information and support by officers that are aware, knowledgeable, and competent in delivering this policy in accordance with their designated roles.

In all cases that it is aware of, the Council will always work to the Domestic Abuse and Safeguarding Policy and support those affected by abuse to sustain safe and secure accommodation and hold perpetrators accountable for their actions.

Only in exceptional circumstances, for example where there is a clear and serious risk of harm or to the life of a tenant and/or their dependents if they were to remain in their property, will the Council work with the person(s) at risk and relevant partner agencies to urgently move them to alternative suitable accommodation that affords either temporary or permanent safety and security. All moves required for any other reason will be processed in accordance with the Allocations Policy, which should be read in conjunction with this Policy.

The Council will grant new secure tenancies for people leaving existing secure / assured non shorthold tenancies for reasons connected to domestic abuse. This also applies to RBC joint to sole secure tenancy changes.

The Council will look, as appropriate, to pursue legal action against anyone who perpetrates domestic abuse against another household member, whilst ensuring that we protect the tenancy rights of any victim of domestic abuse who remain in the property.

## **Property Condition**

The Council will undertake regular checks of the property condition and the frequency of the checks will be at the discretion of the Council, who will have due regard to the section in this policy on giving access, Condition of Property, Repairs and Recharges Policies.

## **Right of Access**

Tenants' have rights to the peaceful enjoyment of their home and therefore all visits to tenants will be by prior appointment, with at least 24 hours' notice given, or at any reasonable time by invitation of the tenant.

Council Officers will never enter any tenanted property by any means without the tenant's knowledge or permission, or without a court order, unless in cases of genuine emergency, for example in situations of fire or flood and / or where partner agencies believe that there is a serious and imminent risk to life or welfare.

In cases where access must be gained in an emergency and the tenant or nominated other person is unable to be contacted, the property will be left secure and the tenant left with information about how to regain access to their property, or other suitable accommodation if their property has or will become uninhabitable.

## **Pets and Animals**

The Council recognise that domestic pets can bring joy, happiness, and comfort to people's lives, helping their owners through difficult times and improving their mental and physical wellbeing. The Council will not unreasonably withhold permission for tenants to keep pets depending on the location and size of pet(s) as suitable to the property type, provided they are well looked after and do not adversely affect the lives of others in the community.

The Council will always consent to the keeping of one household pet, such as a cat, dog, rabbit or small bird for example. The Council has absolute discretion on granting permission for more than one pet or for such creatures as reptiles, insects, arachnids, and snakes that are kept as pets and the Council will deem what is reasonable given the circumstances.

It is the tenant's responsibility to ensure that any pets are always well behaved and kept under control, including the provision of adequate enclosure. Should any pets or other birds or animals cause a breach of tenancy conditions and / or nuisance and annoyance to neighbours or risk to health and safety then the Council has the right to withdraw permission to allow any pet to be kept within the home and is at liberty to request the pet/s be removed and enforce this legally if required.

Tenants are not allowed to keep livestock or any animal which has been classified as dangerous under the Dangerous Wild Animals Act 1976, the Dangerous Dogs Act 1991 and as amended in 1997 at or on any property owned by the Council.

## **Parking Motor Vehicles and Mobility Vehicles**

The Council will not normally get involved in civil disputes about parking, however tenants, residents, occupants, and their visitors must be considerate and mindful when parking vehicles so as not to cause nuisance or annoyance or any obstruction or impediment to any person, service or statutory agency going about their lawful business in the locality or cause any damage to property or the highway.

Parking is prohibited on any council owned grassed area or any communal areas not designated for parking, or for emergency use only. Such vehicles parked in this manner can be removed by the Council who will not be liable for any damage caused and will recharge the registered keeper for the costs of removal and any damage caused.

Disabled parking bays are the only reserved parking spaces and should only be occupied by a driver displaying a Blue Badge. Mobility Scooters are not permitted to be stored or charged in any communal areas, only within the home. In cases where this policy creates difficulty then the Council will work with those affected to identify and implement a sustainable solution.

## **Abandoned Vehicles**

Abandoned vehicles will be assessed and dealt with in line with the Council's Abandoned Vehicles Procedure through the Waste Management Team.

## **CCTV and Surveillance Equipment**

Where tenants are using CCTV or other surveillance equipment such as ring doorbells in a domestic setting and the system only captures images within the boundary of their private domestic property (including their garden), then the data protection laws will not apply.

However, if their system captures images of people outside the boundary of their private domestic property - for example, in neighbours' homes or gardens, shared spaces, or on a public footpath or a street, then the General Data Protection Regulation (GDPR) and the Data Protection Act 2018 (DPA18) will apply, and they will need to ensure their use of CCTV complies with these laws or they could face claims for damages.

## **Absence from the Home**

Tenants are entitled to be absent from their properties for up to four weeks if the property remains their only and principal home and there is an intention to return.

Generally, accepted valid reasons for temporary absence are as follows:

- Short prison sentence
- Hospital stays
- Living in student accommodation in term time
- Living in alternative accommodation because of domestic abuse

- Staying with relatives to receive or provide support and care
- Having fixed term employment elsewhere
- Going on an extended holiday.

Where tenants have received a prison sentence the Council will consider the following before deciding on proceedings:

- The nature of the crime
- Expected duration of absence
- Ability to pay the rent for the duration

If the nature of the crime is serious (as defined in the Housing Act 1985 , Schedule 2A) and the tenant will not agree to terminate their tenancy, then the Council can apply for possession under Ground 7A of the Housing Act.

If the length of the sentence and thus the absence from the tenancy means that arrangements for paying the rent and other charges cannot be made, the customer will be encouraged to end the tenancy. If they refuse to give up their property and arrears accrue, possession action will be taken in line with our Income Management Policy.

Secure tenants may wish to take in a house sitter during their absence to look after their property. All requests must be made in writing and permission is at the Council's absolute discretion. See section on subletting and lodgers above.

## Abandonment

We recognise that tenants may not be at their home for a period for a variety of reasons.

Our tenancy agreement states that tenants must notify us in writing if they intend to be away from home for four weeks or more.

Where we believe that the tenant(s) may have abandoned a property, we will take enforcement action in line with legislative requirements and follow our procedures to regain possession of the property.

We will ensure that all appropriate checks have been made to establish, as far as is reasonable, that a property has been permanently abandoned before issuing a Notice to Quit and taking possession of the property. When belongings are left in the Property, we will serve a Tort notice and follow our abandonment policy.

The Council view the abandonment of a property without the tenant requesting appropriate permissions for an extended absence from the property, or failure to serve the Council with the correct notice to end the tenancy as breach of tenancy or tenancy fraud.

## Illegal Occupation/ Sub-Letting and the use of Tenancy Audits

Each and every property should be occupied by the person(s) to whom we have legally allocated it to, and we will verify the identity and circumstances of prospective residents periodically through a program of tenancy audits.

We will publicise our approach to tenancy fraud, raise awareness and encourage residents to report suspicions of tenancy fraud to us for investigation.

We will investigate all cases of reported and/ or suspected tenancy fraud and where we find evidence, we will act. This may include taking steps to recover possession of the property and where there may be unauthorised occupants who are unaware that tenancy fraud has been committed, we will provide them with appropriate advice and information.

In accordance with the Prevention of Social Housing Fraud Act 2013, where we find evidence of fraud, the Council may seek to bring a criminal prosecution. The Council may also seek an unlawful profit order and will always share data and information that prevents or detects crime with the police and other relevant statutory agencies.

## Decants and Priority Moves

### Emergency Decant

This is when an unexpected event has taken place rendering the property uninhabitable and arrangements need to be made quickly to provide alternative accommodation. This could include another Council property, hotel or bed and breakfast accommodation.

We will assist our tenants to secure suitable alternative accommodation in such circumstances, but the costs incurred are the responsibility of the tenant. In some circumstances the Council's Building Insurer will assist with these costs, but for all other situations the tenant or their Contents Insurer retains responsibility for the costs of alternative accommodation.

Where tenants are staying in accommodation with no cooking facilities, we may consider contributing to cover the cost of purchasing meals. This decision will be made on a case-by-case basis dependant on individual circumstances.

### Temporary Decant

This could include major repairs to a home which would result in severe disruption to the tenant if they remained in the property. Options are like those for an emergency decant.

If a tenant moves to a temporary decant property owned by the Council and wishes to remain in the decant property, then we would not unreasonably refuse the request.

For temporary and permanent decants; if we are required to move a tenant to fulfil our landlord obligations, we will use a Decant Licence that does not provide any security of tenure. The customer will retain their main tenancy and rent will be charged at their principal address.

### Permanent Decant

In certain circumstances tenants may be offered a permanent move through a new letting, this could be where a property is to be demolished as part of a redevelopment. In these situations, we will work with the tenant to ensure their needs are met wherever possible. If agreement cannot be achieved, we may serve a Notice of Seeking Possession and commence legal action.

Tenants who are permanently decanted may be eligible for Statutory Home Loss Payment. These amounts are fixed and set out by law in the Land Compensation Act (1973) and the relevant Home Loss Payment (Prescribed Amounts) (England) Regulations.

To qualify, the tenant must have an assured or secure tenancy and lived at the property for a minimum of 12 months.

The payment will usually be off set against any rent arrears.

For joint tenancies one home loss payment will be shared between both tenants.

If a permanent decant is a voluntary decision because of repair work, the tenant will not be entitled to a home loss payment.

### Priority Moves

The Council will ensure that when tenant's circumstances or housing needs change and they may wish to move to accommodation more suited to their needs, they will be fully advised of their housing options and supported to make the appropriate applications and registrations for transfer through our Choice Based Lettings system and in accordance with the Allocations Policy.

### Tenancy Sustainment Activities - providing support to vulnerable tenants

Every effort will be made before and during the tenancy to support tenants and avoid the route of either party bringing the tenancy to an end, leaving the tenant(s) without a secure home.

Housing Services will periodically review tenancy failure rates and reasons for tenancy termination and if necessary, review and amend strategy to support the most vulnerable, minimise tenancy failure and reduce the risk of homelessness.

## Ending Tenancies

The Council will manage the ending of tenancies in accordance with the current procedure and as set out in the tenancy agreement.

## Neighbourhood Management

Housing Services views good neighbourhood management as an inextricable part of managing and sustaining tenancies and local communities.

Therefore, The Council's Housing Services Teams will work and collaborate proactively and positively with wider Council departments, other relevant statutory agencies and local stakeholders to ensure that all residents live in clean and safe environments including, but not limited to, regular neighbourhood inspections and contract monitoring.

## When Things go Wrong

Housing Services understand that sometimes things go wrong, and the service is keen to use legitimate cases of both internal and external resident and services users dissatisfaction to learn about what has gone wrong and use the information to improve the services it provides.

Residents and service users are actively encouraged to send us their feedback on the services they receive and participate constructively in reviews and improvements relating to the way services are designed, delivered and managed.

Formal Complaints will be accepted and addressed in line with guidance as set out in the Housing Services Complaints and Enquiries Standard.

## 4. Legislation and Guidance

- Housing Act 1985
- Localism Act 2011
- Mental Capacity Act 2005
- Children Act 1989
- Equality Act 2010
- Offences Against the Person Act 1861
- Crime & Policing Act 2014
- Dangerous Wild Animals Act 1976
- Dangerous Dogs Act 1991 (Amended 1997)
- Torts (Interference with goods) Act 1977
- Prevention of Social Housing Fraud Act 2013

## 5. Related Policies, Procedures and Documents

- Housing Services Complaints and Enquiries Standard
- The Tenancy Agreement
- Income Management Policy
- Introductory Tenancy Management Policy
- Abandoned Vehicle Procedure
- Allocations Policy
- Repairs Policy
- Recharges Policy
- ASB Policy
- Domestic Abuse Policy
- Safeguarding Policy
- Right to Buy Policy