

## Tenancy Management Policy

In this policy, Flagship Group' ('we') includes Flagship Group trading as Victory Homes, Newtide Homes and Samphire Homes. (This policy does not cover our market rented, student accommodation and shared ownership properties which will have their own policies where appropriate).

<b>Department</b>	Housing
<b>Policy Owner</b>	Housing Managing Directors
<b>Approved Date</b>	<b>November 2024</b>
<b>Date for Review</b>	<b>November 2027</b>
<b>Approving Body</b>	<i>Customer Committee</i>
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<b>Version Number</b>	<b>1.2</b>

## Purpose and scope

We want to ensure we create the right environment so our tenants can thrive in their homes and successfully sustain their tenancies. Our key areas of focus are:

- Knowing who is living in our homes;
- Ensuring they are in a home that is suitable to their needs;
- Supporting them to sustain their tenancies;
- Making best use of our stock.

When we are aware that our homes are not being used for the correct purpose, we will take time to understand the circumstances and may take action to ensure we are meeting our purpose.

To help reach this aim, this policy sets out our approach to:

1. Home and tenancy checks
2. Managing tenancy changes
3. Death of a tenant
4. Unsuitable home (including over and under-occupation)
5. Decants (temporary moves)
6. Breaches of tenancy
7. Hoarding
8. Tenancy fraud
9. Noise transference
10. Ending a tenancy and evictions

## Home and tenancy checks

We aim to keep your data as up-to-date to comply with the Data Protection Act 2018, for Health and Safety reasons and to understand who is in our homes. It's important to let us know about any changes as soon as possible. We may also check who is living in your home when completing a home visit.

Usually, when visiting, we'll give you at least 48 hours' notice and consider your availability and needs where possible; however, we may visit unannounced.

When we come to visit you, we will ensure you know what services we provide and how you access them, and identify any concerns, affordability issues, unmet support needs, or tenancy fraud.

## Managing tenancy checks

We ask you to keep us updated on any household changes such as people moving in and out, new family members, bereavements and name changes. When you notify us of such changes and provide the supporting information required, we will make those changes within five working days.

If you are no longer living in one of our homes but are named on a tenancy, we may use open-source data (such as social media searches) or tracing agents to locate you. This is to ensure the necessary legal paperwork can be completed to remove you from the tenancy agreement and release you from your tenancy obligations.

### **Death of a tenant**

If you live with a tenant who passes away, you may be entitled to take on the tenancy. This will depend on the type of tenancy, the rights the tenancy gives, whether the tenancy has been passed on previously, and how long you have lived at the property. This is known as succession or survivorship.

If you have the right to succeed the tenancy but the home is larger than required for your needs or has adaptations you do not need, we will support you in finding suitable alternative accommodation. If you refuse to move to a suitable alternative property, we may consider asking the Court for a Possession Order to free up the home for those in need of a home of that size.

If you do not have the right to succeed the tenancy, then we may use our discretion to grant a new tenancy to you at the same address or a different address. In this case, we will consider the following:

- The type of tenancy held and your relationship to the deceased;
- Whether you would have been offered that type/size of property under our Allocations, Lettings and Tenancy Policy, i.e. it's suitable in terms of size and affordability;
- Whether you were a carer of the deceased tenant or were cared for by that tenant;
- The length of time that this property has been your permanent home
- Whether the property has been adapted for your needs.

If we cannot offer you a new tenancy, we will assist you in applying to the local authority housing register, and we will give you advice on alternative accommodation.

If a tenant leaves their tenancy in their will, this is technically not a succession. If a tenant leaves their tenancy to somebody in their will who does not meet Flagship Group's qualification criteria for succession, we will use Ground 7 of Schedule 2 of the Housing Act 1988 (which is a mandatory ground) to recover possession of the property.

If you remain in a property where you have no right of succession and refuse to leave, we may take legal action to recover possession of the property and, in the meantime, charge you for use and occupation.

### **Unsuitable home**

We understand that as your circumstances change, your home may no longer suit your needs. If you tell us that your home is unsuitable, we will give you relevant housing advice and review whether we can make any minor adaptations or reasonable adjustments to make the home suitable or more manageable while you find alternative accommodation.

If you have a medical or support need, we will signpost you to appropriate social care services for an assessment of your needs and, where possible, provide major aids and adaptations. We will work with the relevant local authority teams and support you to access Disabled Facilities Grants. If the necessary adaptations are not possible in your current home, we will support you to seek alternative suitable accommodation.

If your home is no longer suitable due to overcrowding, we will give you relevant housing advice and support you to access your local housing register and register for Mutual Exchange sites, if necessary.

Our homes are in high demand, and we want to ensure they are used to house those in need with suitable number of occupants; therefore, we will periodically review homes that are under-occupied and may proactively contact you to discuss your needs and affordability.

We'll usually give permission to take in lodgers to reduce under-occupation and improve affordability as long as you have appropriate space to do so. If you take in lodgers, you must let us know their name, date of birth and move-in date. You are responsible for their behaviour at your home and for informing any relevant welfare benefit agencies that they are living with you.

If we decide to sell your home, we will work with you to find a suitable new home, and you may be entitled to a Home Loss Payment and Disturbance Payment.

## **Decanting**

There may be times when your home is temporarily not suitable for you to live in. This could be for major planned works or because of an emergency such as a flood or fire. Whilst the duty to house anyone who is homeless is with the Local Authority, we will help our tenants, where possible, move to suitable accommodation.

When deciding if your home is temporarily unsuitable, we may assess your home using the Housing Health and Safety Rating System (HHSRS), which is a risk-based tool to identify and protect against potential risks and hazards.

If you believe that despite an assessment indicating that your home is hazard-free, your home is having a detrimental effect on a medical condition that would cause your health or a member of your household's health to seriously deteriorate (whilst works are undertaken), you can ask us to seek an independent medical assessment to determine what accommodation is required.

We'll need you to provide medical letters, occupational therapy reports and any other supporting medical evidence, to send to an independent medical assessor, along with our HHSRS report. They will consider all this information and decide if your living conditions are negatively impacting the health of someone in the household.

We'll receive the independent medical assessor's report and will then make a final decision based on any recommendations contained in the report.

If you don't agree with our final decision, you can appeal within 14 days of the date we notified you. You can do this in writing (including email) or over the phone and will need to provide any relevant and supporting information. We will make any necessary reasonable adjustments during this process to ensure equitable opportunities for anyone who needs them.

Any appeal will be considered by members of staff who were not involved in the original decision, and we will respond to you within 14 days of it being submitted.

Additionally, there is also the option to raise a formal complaint at any stage of this process.

Where it is necessary to find you a temporary home, we'll work with you to identify the most suitable alternative accommodation and make the necessary arrangements for you to move out and return to your home as quickly and easily as possible.

We'll cover any reasonable out-of-pocket expenses you incur, such as moving costs, the connection of appliances etc. If you have a pet, we will try to accommodate where possible, but if we are unable to, it is your responsibility to rehome any pets temporarily.

You'll only have to pay rent on one property and will need to meet all the obligations under your existing tenancy in your temporary home.

In limited circumstances, a temporary move may become permanent, for example, where we both agree that the temporary home you have moved to is more suitable for your needs. If you are offered a new tenancy at an alternative property, the tenancy you will be offered will be equivalent to that which you had in your substantive home.

## Tenancy breaches and sustainment

A tenancy breach is where the terms of the tenancy agreement haven't been met. Breaches may include but are not limited to:

- Poor condition of property or garden;
- Running a business from the home without consent;
- Animal nuisance;
- Hoarding; or
- Tenancy fraud such as abandoning your home or sub-letting.

*Breaches relating to rent debt or anti-social behaviour are not covered by this policy – please refer to our Rental Income Policy or Anti-Social Behaviour Policy*

When we become aware of a tenancy breach our first focus will be to support you and anyone else involved to resolve breaches so your tenancy can be sustained and you can remain in your home, whilst ensuring the safety of you and those around you.

Our approach is focused on identifying tenants who may need support, creating sustainable communities and protecting our homes.

We'll use our discretion on whether to take formal tenancy action on any tenancy breach, considering the impact on you, others involved, the community and us before proceeding.

We'll intervene early with a supportive and partnership approach before tenancy enforcement action is taken unless the situation requires action due to risk that cannot be reduced in another way. Taking possession of a home from a tenant is the last resort for us; however, in some cases, this is the only appropriate action left to take.

As a landlord, we are not always the appropriate agency to resolve the breach and provide support. In these circumstances, we will signpost and, or make referrals to other agencies, and we expect you to engage in the support offered to sustain your tenancy.

### **Hoarding**

Our focus is to ensure your home is safe for you to live in and we'll support you to manage the property condition and address any hoarding in your home.

We'll carry out a person-centred fire risk assessment, consider safeguarding concerns and make referrals to social care and, or children's services where necessary.

If you are causing damage to the home, we will explain this to you and explain the impact it is having. We will help you raise any repairs required that are our responsibility and we will be clear with you on those that are your responsibility.

We may recharge you for clearance or damage caused; but if we do have to do this, we will offer you a payment plan.

If you do not engage with us, we will have to consider taking legal action, such as applying for an injunction or applying for possession of your home.

### **Tenancy fraud**

Due to the demand for social housing and the need to ensure our homes are used for the purpose intended, we will be proactive in identifying tenancy fraud as well as acting on reactive reports. When investigating tenancy fraud, we may use open, shared, and closed data sources as necessary and proportionate to the case. We will take a robust approach to managing cases to ensure we recover homes, taking legal action where appropriate, and we will support criminal proceedings.

We will take appropriate steps to prevent tenancy fraud within our homes, including checking Identification Documents for new tenants and household members as part of our letting process and taking photos of tenancy holders. We will undertake periodic home visits and make it easy for people to report suspected tenancy fraud via our website.

### **Noise transference**

Our approach to supporting those experiencing noise nuisance, which amounts to anti-social behaviour, is set out in our Anti-Social Behaviour policy.

We understand there are occasions where you may be affected by noise heard from one home, in another. In these cases, we will support you using a range of methods (including, where suitable, practical solutions) without defining either occupant as being at fault.

### **Ending tenancies and evictions**

As detailed above, we aim to keep you in your home, support you to sustain your tenancy and use tenancy enforcement action as a last resort where other interventions have failed.

We'll ensure all legal action taken is reasonable and proportionate and that we take into consideration equality and human rights issues.

When we serve you with a notice of our intention to end your tenancy, we will signpost you to agencies that can provide you with advice on finding alternative accommodation and remind you to obtain independent advice.

Where we serve you with a notice, we will ensure you are aware of your right to a review of that decision.

If you don't agree with our final decision, you can appeal within 14 days of the date we notified you. You can do this in writing (including email) or over the phone and will need to provide any relevant and supporting information. We will make any necessary reasonable adjustments during this process to ensure equitable opportunities for anyone who needs them.

Any appeal will be considered by members of staff who were not involved in the original decision, and we will respond to you within 14 days of it being submitted.

We have signed up to the National Commitment to Refer Scheme meaning that we have committed to referring a tenant who is at risk of eviction to the local authority homelessness team. In addition, if a tenant at risk of eviction has children in the household or is an adult at risk, we'll consider if a safeguarding referral is also required.

When a tenancy ends, and the former tenant's belongings remain in the property, we will give the tenant 14 days to return and collect belongings. After this time, any remaining goods will be disposed of. In exceptional circumstances, we may extend this deadline.

### **Further information about this policy**

#### **EIA statement**

An Equality Impact Assessment was undertaken for this policy on 21.6.24 and all identified negative impacts have been mitigated.

#### **Training statement**

This policy will be trained to all members of our housing teams.

### **Measuring effectiveness**

A policy effectiveness review will be completed by Heads of Housing every three years or as necessary.

### **Review period**

It will be reviewed as necessary, and at least every three years, by the Heads of Housing and approved by the Customer Committee.