

# Tenancy Management Policy



## 1. Scope

- 1.1 This policy applies to Clarion Housing Association's (Clarion) rented properties, leaseholders and shared owners.
- 1.2 Any breach of tenancy or lease will be managed and enforced in accordance with the relevant Clarion policy. This policy covers:
  - Untidy gardens
  - Mice and pest infestations
  - Hoarding
  - Other tenancy or lease breaches where no specific Clarion policy exists.
- 1.3 Other tenancy or lease breaches include, but are not limited to, failure to obtain permission before undertaking an action or activity where they are required to do so under the terms of the tenancy or lease; damage to or neglect of Clarion property, leaving items in shared/communal areas, or abandoned vehicles.
- 1.4 This policy does not relate to anti-social behaviour, rent arrears, tenancy fraud, or failure to provide Clarion or its contractors with access to the property as these are subject to separate policies.

## 2 Policy Objectives

- To provide a framework for managing the enforcement of tenancy or lease terms and conditions to ensure that our residents' comply with them.
- To ensure that damage or neglect of Clarion properties and neighbourhoods, or activities that impact negatively on the appearance of our neighbourhoods or quality of life of our residents, are dealt with promptly and effectively.
- To set out how we will work with more vulnerable tenants who are having difficulty maintaining their tenancy conditions as a result of ill health, age or disability, and who may require an additional level of support.
- To ensure Clarion operates within legislation, regulation and best practice.

## 3. Policy Statement

- 3.1 Clarion will work with its residents to ensure that the tenancy or lease conditions are adhered to.

- 3.2 During the tenancy or lease, we will fulfil our responsibilities as the landlord under the tenancy or lease agreement, and comply with all relevant legislation to ensure homes and neighbourhoods are maintained.
- 3.3 Where we are aware of a potential breach of a tenancy or lease condition we will undertake some initial enquiries and try to resolve the issue with the tenant concerned. Where appropriate will give tenants an opportunity to put things right and where necessary offer advice or refer them for additional support if they are unable to maintain the conditions without additional support.
- 3.4 We will take firm action where tenancy and lease breaches cause nuisance or create an unacceptable risk to the safety and well-being of other residents, for example leaving items in communal areas as these create a fire risk; or cause damage or an unacceptable risk to Clarion property.
- 3.5 Where we have had to take action to enforce the tenancy or lease terms and conditions, we may seek to recover our costs from the resident, including any clearance, removal or legal costs.
- 3.6 If the tenant is in a probation period or has a starter tenancy, any breaches will be taken in to consideration at the review of the probationary period. Where the tenancy is for a fixed term, in addition to any action we may take at the time, any breaches will be taken in to consideration as part of the end of tenancy review, and may affect our decision as to whether to offer another tenancy in line with our End of Fixed Term Tenancy Policy.
- 3.7 Where there is a persistent or general problem in a block or on an estate, for example with untidy gardens or leaving items in communal areas, we may seek to publicise any successful legal action taken to deter other tenants from similar breaches.

#### **4. Managing and Enforcing Tenancy Conditions**

- 4.1 Generally, when a tenancy or lease breach is reported or identified, we will try to agree with the responsible tenant or leaseholder any action they need to take to put things right and try to establish whether the breach is a consequence of them requiring additional support.
- 4.2 Where a resident fails to engage with Clarion staff about the problem or fails to address the tenancy breach we will decide on appropriate action to try and enforce the tenancy conditions. This will include one or more of the following:
  - Referral to a relevant Clarion advice and support service or external support agency
  - Suspending a transfer application until the breach is remedied
  - Refusing a mutual exchange application where there are grounds to do so (see mutual exchange policy for details on the grounds)
  - Serving a Tort Notice and removal of items from communal areas
  - Issuing a warning – warnings will escalate from a verbal to written and final written warning.
  - Withdrawing permission, for example to keep a pet or run a business from home where it is causing nuisance to other residents or damaging Clarion property.
  - Legal action to enforce the action e.g. through an injunction

- Serving notice to bring the tenancy to an end
- General communication to all relevant residents where we are unable to identify who is responsible.

## **5. Specific Tenancy Conditions**

### **5.1 Untidy Gardens**

5.1.1 Where a garden is the responsibility of the resident, we expect them to be maintained to a good standard, as untidy gardens can undermine the efforts of our estate services to maintain the appearance of our estates and create problems for neighbouring properties such as mice and pests.

5.1.2 We expect our residents to be considerate of their neighbours and the impact a neglected garden can have on them. This means making sure that rubbish is disposed of in appropriate bins and other items such as shopping trolleys, engines, mattresses, fridges etc. are not dumped in gardens; grass is kept to a reasonable height, any plants, shrubs and trees are regularly pruned and kept to a reasonable height, weeds are removed from flowerbeds, pathways and patio areas, any pet fouling is cleaned up each day and any infestations are dealt with.

5.1.3 Residents are normally responsible for carrying out work on any trees in their own gardens, and will need consent from us for major work such as felling or significant pruning. Where trees are protected by preservation orders written consent is also required from the local planning authority.

5.1.4 Where we receive complaints of overgrown or untidy gardens or become aware of them we will encourage residents to try and resolve the problem themselves first, but we will take action to make sure the garden is improved.

### **5.2 Mice and Pests**

5.2.1 In this policy the term 'pest' is used as a generic term, which includes but is not limited to: ants, bedbugs, carpet beetles, cockroaches, fleas, moths, rats, silverfish, mice, pigeons and wasps. Clarion will not take any responsibility for moths, wasps, bed bugs or flea infestation. We are not responsible for damage caused by pests to residents' belongings.

5.2.2 Responsibility for preventing, reducing and eradicating pests is shared between Clarion, our residents and the local authority. Where residents have responsibilities for preventing and eradicating pests we provide advice on the best action to take.

5.2.3 Unless the law (Prevention of Damage by Pests Act 1949), the tenancy agreement or lease states otherwise, residents are responsible for taking all reasonable action to prevent, reduce or destroy pests and infestations, including:

- Keeping their home, garden and communal areas clean and tidy and free from rubbish.
- Ensuring that all domestic waste is disposed in suitable secured bin bags and placed in any communal bins provided, or in suitable wheelie or other bins.

- Reporting nests, holes, potential access points or infestations promptly to Clarion so that we can assess the cause and try to prevent access to properties and treat any problems in communal areas.
- Ensuring action is taken quickly to prevent further spread of the problem
- Treating and/or paying for treatment of infestations in their own property, including rats, mice, bedbugs, wasps, cockroaches, fleas and ants.

5.2.4 Clarion will fulfil any legal responsibilities it has or responsibilities under a tenancy agreement; otherwise our responsibilities are to:

- Identify and block any potential access points in the structure of our properties.
- Take measures to prevent problems from the build-up of pigeon droppings.
- Regularly inspect estates with known pest control problems and enter in to a pest control contract for regular treatments for high risk blocks or estates (this will normally form part of the service charge).
- Repair any damage to the structure of our buildings including outbuildings such as brick sheds, and any damaged cables or pipe work.
- Eradicate any infestations and pests in communal areas, or those caused by our own actions or lack of action such as disrepair.
- Arrange for regular cleaning of communal areas including bin stores and paladin bins
- Arrange for the eradication of pests in a residents home where the problem is clearly traced to an infestation in a communal area.
- Undertake or arrange treatment where a whole block or several flats are affected (this may be service chargeable).

5.2.5 Where an infestation has occurred due to no fault of the tenant but the cost of the treatment or work is very likely to cause undue hardship to the tenant, the relevant Head of service can use their discretion to give approval for the necessary work to be undertaken on a rechargeable basis.

5.2.6 Problems or nuisance caused by wild animals will be investigated first as many animals such as bats are legally protected species and removing them can be a criminal offence. Our Pest Control and Wildlife Management procedures provide further guidance on this.

### 5.3 Hoarding

5.3.1 Hoarding is a complex mental health condition that can have a destructive impact on the life chances of the hoarder. Clarion will take a non-judgemental approach which balances the needs of the individual against the severity of the impact that their hoarding has on them, the property and neighbouring residents.

5.3.2 Hoarding can occur in gardens as well as within the property so if a hoarder is identified as a result of an untidy garden the Clarion hoarding procedure should be referred to.

5.3.3 We will always try to work with the residents where hoarding occurs, however we will take immediate action where there is a fire or health and safety risk to the home or shared areas. This will include carrying out a risk assessment to determine the level of risk and to identify the most appropriate course of action.

5.3.4 Where a child is found to be living in a hoarded property, a safeguarding alert will be raised.

5.3.5 When an adult is living in a hoarded property, it may not always be considered a safeguarding issue. However, in cases where there is a risk of harm, concerns around capacity or vulnerability, then a safeguarding adult alert must be raised.

5.3.6 Hoarding often becomes a breach of tenancy, lease or licence, so we will always take action when we become aware that hoarding is taking place, but the action we take will depend on the type and level of risk posed in accordance with our procedures and guidance on hoarding.

5.3.7 Clarion is committed to working jointly with statutory services such as social services, GPs, community mental health teams, local fire services and voluntary sector organisations.

## 5.4 Other Tenancy Breaches

5.4.1 Where a tenancy agreement requires a tenant to seek the landlords permission before undertaking a specific activity but they fail to do so we will take action to enforce the tenancy condition. This includes activities such as fitting hard or laminate flooring, making alterations to the property, keeping a pet, having a lodger or running a business from home. Any costs the resident incurs as a consequence will not be met by Clarion. Further details are set out in Clarion's Permissions Policy.

5.4.2 For the benefit of our residents and the wider community, Clarion aims to deal effectively with nuisance or health and safety risks caused by abandoned goods left in shared areas, or scrapped, abandoned or un-roadworthy vehicles. If we have to arrange to move abandoned goods and vehicles we may recharge the costs to the responsible resident.

5.4.3 In the interest of the safety of the other residents and the wider community where a tenant is required to allow us access to their property and fails to do so (e.g. gas safety check), we will take action to allow access by enforcing the tenancy condition.

5.4.4 Where residents cause damage to their property either wilfully or due to their neglect, including fire in the home, we will take action to enforce the tenancy or lease condition, and we may recharge the costs to the responsible resident of repairing or making good any damage.

5.4.5 Where a resident causes a fire in Clarion property due to their neglect or carelessness we will carry out a Person Centred Fire Risk Assessment (PCRFA). The

PCRFA will determine the level of risk to residents, and identify the most appropriate actions to reduce the risk of future fires.

## **6. Tenancy Audits**

- 6.1 A term of Clarion's tenancy agreement is that the tenant lives in the property as their main home. If it is not the tenant who lives there, and no caretaking arrangement is in place, then this is unauthorised occupancy. Clarion will from time to time undertake checks to confirm that the tenant is still resident.
- 6.2 Clarion will take a firm approach to dealing with unauthorised occupancy, or where the tenant is not occupying as their main home, or has abandoned the property.

## **7. Support for vulnerable residents**

- 7.1 Where a resident is unable to maintain their home and garden because of ill health, frailty or disability we will work with the residents to explore options for obtaining support and assistance to help them fulfil their tenancy obligations. This may include, support from Clarions own teams or with the residents' permission, working with other agencies.
- 7.2 At the discretion of the relevant Head of service, Clarion will undertake or arrange for necessary one-off works such as dealing with an infestation, tree works or garden clearances, and exempt the vulnerable tenant from any re-charges. Referrals will also be made to appropriate support services where available, to prevent a repeat problem occurring. If the tenant is unable to maintain their tenancy and appropriate support isn't available on an ongoing basis we will discuss rehousing options with the tenant for example to a property without a garden or to housing for older people with communal gardens.

## **8. Enforcement Notices**

- 8.1 If Clarion is issued with a Statutory Notice requiring us to eradicate any pests or infestations within a tenants' property, but the tenancy agreement or lease places responsibility for pest control within the property on the tenant (or leaseholder or shared owner), we will either appeal the Notice issued to us, or we will re-charge the tenant for the work we carry out if it is more cost effective to do so.
- 8.2 If we are served with a Notice as the owner but the resident fails to cooperate in allowing access to carry out the work, we will seek a court order requiring the resident to do so.
- 8.3 If the resident fails to engage in resolving the problem and the problem can be deemed a 'statutory nuisance' that is unreasonably reducing the quality of the environment for several people at once, we will notify the local authority environmental health team who have powers under Part III of the Environmental Protection Act 1990 to place an abatement notice on the person responsible for the problem.

## **9. Key Relevant Legislation**

- 9.1 The Housing Acts 1988 as amended by the 1996 Housing Act –sets out the grounds for possession of an Assured tenancy.
- 9.2 The Housing Act 1985 – sets out the grounds for possession for Secure tenancies.
- 9.3 Torts (Interference with Goods) Act 2017 – sets out the legal requirements for removing goods that are not collected by the owner after the specified notice period.
- 9.4 Protection from Eviction Act 1977 - sets out tenants' rights in relation to eviction and the penalties for a landlord in breach of those rights.
- 9.5 Prevention of Damage by Pests Act 1949 - granted powers to local authorities to compel land owners and/or occupiers to take action to keep land free from rats, mice and pests.
- 9.6 Fitness for Human Habitation Act 2018 - requires all landlords to ensure that their properties, including any common parts of the building, are fit for human habitation at the beginning of the tenancy and throughout.
- 9.7 The Care Act 2014 – provides the legal framework for adult social care