



Tenancy and Estates Management Policy

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Tenant Services

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Next document review by: To be Confirmed

Reviewed by: Patricia Andrade, Tenancy Management

Approved by: *To be Confirmed*

1.	Introduction
a.	<p>What is a combined Tenancy and Estate Management Policy</p> <p>This document sets out how we will manage the tenancies we provide to tenants under current legislation and meet our statutory obligations as a landlord.</p> <p>It sets out what we expect from our tenants and what they can expect from us. It is not an exhaustive list of every possible issue which may occur, but provides a reasonable overview. If you are in any doubt as to what is expected of you, or what the council could do in response to an issue you have, please contact the Council's housing service.</p> <p>It also incorporates how we will manage our estate and specifically land and property owned by Stroud District Council (The Council), setting out how we will maintain the physical condition, cleanliness and safety of the external housing environment.</p>
b.	<p>Purpose of this combined Tenancy and Estates Management Policy</p> <p>The Council aims to manage tenancies efficiently and effectively ensuring that it meets legal obligations.</p> <p>This document details the arrangements for the creation, ending and assignment of tenancies; the right to buy; and the right to sub-let. It will be reviewed regularly in response to feedback from service users, changes in legislative requirements and the commitment to improve service effectiveness.</p> <p>Tenant Services will strive to ensure our estates are attractive, well maintained, safe and secure for all our tenants.</p> <p>Where communal services exist, the Council will seek to ensure that an appropriate annual service charge is levied fairly to those tenants and leaseholders receiving the service, and that this is undertaken transparently.</p> <p>This policy is intended to compliment the variety of policies which impact on maintaining the external environment.</p> <p>The key principles of the Estate Management Policy are to:</p> <ul style="list-style-type: none"> • Maintain, in conjunction with tenants, clean, tidy and well cared for communal areas on our estates. These include hard surfaces and landscaped areas, as well as the internal communal areas of our properties. • Carry out site inspections of all of our estates and communal areas on a regular basis, to highlight and subsequently address any area falling below our acceptable standards. • Work in partnership with Tenant and Resident Groups, and other Agencies to make stronger, safer and sustainable communities.
c.	<p>What is Tenancy and Estate Management?</p> <ul style="list-style-type: none"> • Making sure all our tenants are aware of their rights and responsibilities • Enforcing tenancy conditions when appropriate • Working with other partners to reduce and resolve Anti Social Behaviour • Giving advice, assistance and support on tenancy matters • Keeping all housing communal areas clean and well maintained • Ensuring the landlord's statutory obligations are being delivered in a fair and proportionate manner
d.	<p>Financial Focus</p> <p>The Council will ensure that the way it manages its housing estates is focussed on the delivery of the highest quality service, achieved through the application of efficiency and cost effective solutions.</p>

e.	<p>Relevant Legislation and Regulatory Compliance The Council will ensure that it manages its tenancies in accordance with best practice and all applicable legislation, regulation and guidance.</p>
f.	<p>Equality and Diversity The Council is committed to providing services which embrace diversity and promote equality of opportunity. We will ensure that this commitment is met in the delivery of our housing service and that these values are understood and supported by our staff in their day to day work as well as being embedded in all of our procedures and processes.</p>
g.	<p>Translation Statement If you have any difficulties reading this information or need further assistance understanding our processes please contact us on 01453 766321 or visit our website at www.stroud.gov.uk.</p> <p>We can produce document in a variety of formats. All you need to do is let us know what you need and we will try to assist you.</p>
h.	<p>Responsibility for delivery The Head of Housing Management will be responsible for the overall implementation of this combined Tenancy and Estates Policy.</p>
i.	<p>Managing Tenancies We ensure that our tenants are aware of their rights and obligations when they sign-up for their tenancies; the terms of which are set out in their Tenancy Agreement.</p> <p>The Council has a series of documents which outline how tenancy matters are managed, such as sub-letting, abandonment and ending a tenancy.</p>
2.	Managing Tenancies
a.	<p>Introductory Tenancies All new tenants will only be offered an introductory tenancy which will be in place for a period of 12 months, with, in certain circumstances, an extension of up to 6 months in circumstances where the conditions of tenancy are breached.</p> <p>Introductory tenants do not have the right to:</p> <ul style="list-style-type: none"> • Exercise the Right To Buy • Take in a lodger or sublet a room • Exercise Mutual Exchange • Carry out improvements • Assign / Succession <p>We will visit all introductory tenancies at least three times during the first 12 months of their tenancy to ensure that they are meeting the terms of their tenancy agreement. Where they are not, this contact will increase, and further action may be taken.</p> <p>This action may involve the commencement of a process to end the introductory tenancy, which will start with the service upon the tenancy of a Notice. We will ensure that at this stage the tenant is aware of their right to request a review of their case, before any court hearing, and will encourage that this stage occurs.</p> <p>Breaches of tenancy may be enforced by an application to the courts to end the introductory tenancy. It is</p>

	<p>important to note that the courts do not have the power to deny a mandatory claim for possession; unless the landlord has failed to follow due process.</p>
b.	<p>Secure Tenancies Are classified as lifetime tenancies with a few exceptions. Under the 1985 Housing Act Secure tenancies have the right to:</p> <ul style="list-style-type: none"> • Exercise the Right to Buy • Take in lodgers and sub-let part of their home • Carry out improvements • Exercise a Mutual Exchange • Be consulted on related housing matters • Live in their home for the rest of their lives as long as they are no breach to their tenancy agreement • Be able to assign their tenancy with permission with consideration being given to the Localism Act 2011 <p>Such a tenancy can be ended by the council only with an order from the courts. We will ensure that advice on why any action is being taken against a tenant regarded as in breach of their conditions is being taken and their legal rights.</p>
c.	<p>Non Secure Tenancies Are only given to homeless families being housed temporarily and transitioning through the homeless process. A non-secure tenant does not have the rights referred to in 2.(b), above. and must leave the property when instructed.</p>
d.	<p>Fixed Term Tenancies The council does not currently offer fixed term tenancies, but believes that it will be required to do so a requirement of the Housing and Planning Act 2016. Policy on how this will operate will be developed during 2017 in line with regulation and guidance from government. This section will be updated, once this has been agreed.</p>
e.	<p>Assignment of Tenancy If a tenancy commenced prior to 1 April 2012 a tenancy can be passed to a person who would qualify to have the tenancy assigned to them as referred to in the Housing Act 1985 part IV.</p> <p>If a tenancy commenced on or after 1 April 2012 an assignment of tenancy may be made to a partner, who has used the property as their main home for the 12 months preceding a request for an assignment.</p> <p>Applications for the assignment or succession of tenancy must be discussed with the council and all necessary evidence requested by it, to support the making of a decision, provided. No succession or assignment can be considered as approved without written consent having been provided by the Council.</p>
f.	<p>Allowing the Council Access to your Property The Council will carry out regular inspections to its properties to ensure they are being used by the legal tenant and are being maintained to a good standard. Tenants must allow Council staff or Contractors access to the property to conduct these inspections as set out in the conditions of tenancy.</p>
g.	<p>Breaching Your Tenancy Agreement Where a tenant breaches their Tenancy Agreement, the Council has a number of options both formal and informal which can be taken to remedy the breach. In such circumstances we will notify you of what the breach is and tell you what action we propose to take. We will also seek to work with you to resolve any issue without the need for formal action, where either</p>

	applicable or possible.
h.	<p>Decant</p> <p>In some circumstances we may need to move you from your property whilst we make alterations, carry our major repairs or in some cases regeneration work. In such cases the Council will find suitable temporary or permanent accommodation whilst the work is being carried out. Appropriate support to help you move and cover specific costs incurred, will be met by the council. Here this situation arises each case will be assessed individually and we will discuss with you what support is applicable in line with policy and legislative requirement.</p>
i.	<p>Door Fobs</p> <p>If you have lost the door fob key to a communal entrance door or require additional fob keys, these will be charged for and must be paid for in advance before being supplied.</p>
j.	<p>Ending a Tenancy</p> <p>A tenant may end their tenancy with the Council by providing four weeks written notice, starting on a Monday and ending on a Sunday. This applies to a tenant who chooses to leave their home to relocate either to another Social Landlord, Housing Association, Private Landlord or if they are buying a property on open market.</p> <p>Joint tenants can end their tenancy jointly or solely, once a notice for ending a joint tenancy has been accepted, the tenancy ends for both tenants.</p> <p>If a tenant has vacated their property for more than 28 days without giving the required notification, the Council may issue a Notice to Quit and commence legal proceedings for possession of the property.</p> <p>Upon the death of a tenant we will deal with the administration of the ending of the tenancy with either the Next of Kin or the Executor/Administrator of the former tenant's estate. The rental charge for the property will continue to be charged until the property is emptied and keys have been returned, this charge being sought from the former tenant's estate.</p>
k.	<p>Hoarding</p> <p>The Council recognises that hoarding takes place in a minority of its properties. Once the Council becomes aware of this, it will make every effort to work with a tenant to address and resolve this issue, which may include support and engagement with other specialist agencies. However, the council's health and safety responsibilities and requirement that tenants look after their home, cannot be ignored in this matter, so where tenants will not to engage with it to address their hoarding, legal action will be brought to resolve the matter.</p>
l.	<p>Home Contents Insurance</p> <p>The Council does not provide home contents insurance itself, but it does expect tenants to take out appropriate home contents insurance to protect their belongings in the event of a fire, theft, accidental damage or natural disaster as well as to provide cover to neighbours, in the event of damage being done to their homes as a result of the tenant's own actions.</p> <p>The council does have an agreement in place with a separate insurance provider, details of which are available in its web site or by contacting the housing service.</p>
m.	<p>Improvement Works</p> <p>The Council will carry out improvement works to our properties and this will be done on a scheduled basis. When improvement works are going to be undertaken at our properties the Council will give the tenant advance notice in writing setting out what the works are, how they will be carried out, and when they are due to start? Unless there is very good reason to the contrary, the council will undertake this work to improve its homes and cannot delay or cancel work at a tenant's request or refusal.</p>

n.	<p>Mutual Exchanges</p> <p>Only a secure tenant may exchange their home with another. In order for tenants to exchange, they must get the Council's written permission first and the other tenant must get permission from their landlord.</p> <p>Introductory and Non-Secure tenants cannot mutually exchange.</p>
o.	<p>Property Alterations</p> <p>Tenants must have written permission from the Council prior to undertaking any alterations or additions to their home. This includes satellite dishes, aerials and external decorations.</p> <p>Introductory and Non-Secure tenants are not permitted to carry out property alterations.</p>
p.	<p>Rechargeable Repairs</p> <p>Repairs which are caused by the mistreatment of a tenant will be categorised as a recharge and remain the responsibly of the tenant to put right.</p> <p>The tenant can opt for Tenant Services to carry out the repair, however, payment for this must be made before the works commence.</p> <p>Alternatively, the repair can be carried out by a qualified tradesman of the tenant's choosing; in which case a post inspection will be undertaken by Council.</p>
q.	<p>Right to Buy (Not Applicable to Sheltered Accommodation)</p> <p>All tenants, with the exception of sheltered, Introductory and Non-Secure, have the Right to Buy as along as they meet the qualifying criteria. Information on this can be obtained from the council's housing service.</p>
r.	<p>Sub-Letting</p> <p>Tenants are able to sub-let part of their home with written permission from the Council.</p> <p>If the tenant is in receipt of housing benefit, they must notify the housing benefits team or DWP, (if their are in receipt of universal credit), in order to notify them of their plans to take in a lodger, and establish any change this may have to their benefit entitlement.</p> <p>The payment of rent due to the council, remains the responsibility of the council's tenant and must be paid.</p> <p>Introductory and Non-Secure tenants are not permitted to sub-let any part of their home.</p>
s.	<p>Tenancy Fraud</p> <p>The Council has a duty to ensure that only the lawful tenant is in occupation of a tenancy. Tenancies obtained through fraudulent means, or sub let to other persons stops those in genuine housing need being housed. The Council will take the appropriate action against any tenant found to be committing a tenancy fraud and will always consider taking legal action against this activity. It should be noted that this may include criminal prosecution.</p>
t.	<p>Possessions left in a vacated tenancy</p> <p>The Council will act in accordance with legislation and best practice in relation to the handling and disposal of possessions remaining in a property at the end of a tenancy. This may include storage for a short period of time, which will be recharged. You should be aware that this will also involve disposal of items.</p> <p>If a tenant vacated the property for more then 28 days, without giving the required notification, we may issue a Notice to Quit and commence legal proceedings for possession of the property. Any work undertaken to gain entry and subsequently secure the property as a result of a warrant of eviction will be recharged against the tenant.</p> <p>Where a property has been left following a legal process; the Council will progress with repossession in line with the relevant management processes which deals with this matter.</p> <p>The ownership of abandoned vehicles found on housing estates will be properly investigated. If the</p>

	registered owner refuses to remove the vehicle, the Council will do so and the owner will be recharged for any costs incurred.
3.	Sheltered Housing (Specific):
a.	<p>Communal Lounges Communal lounges are available free of charge or use by tenants. Where a lounge is wanted for use for a specific purpose, such as a party of event, residents are asked to advise the site officer of this, to ensure that the event does not conflict with other bookings and where applicable, for the Council to consider any specific issues related to the event, which might need to be addressed, for example any noise or other considerations. Use for the room by external organisations or individuals will require written permission from the Council.</p>
b.	<p>Fire Risk Assessments The Council will undertake an assessments weekly within all sheltered communal areas to ensure they are fire risk free. All fire risk assessments are managed in line with the Heath and Safety regulation.</p>
c.	<p>Health and Safety To ensure your safety, the council will ensure that:</p> <p>Electrical (PAT) Testing Site Officers will PAT test all communal electrical equipment; portable equipment every 6 months and static equipment every 12 months.</p> <p>Legionella Water Testing All communal showers and low use hot water outlets will be tested on a weekly basis by Site Officers to ensure that they achieve the relevant water temperatures to prevent legionella.</p> <p>Mobility Scooters To prevent trips and to keep open fire and safe access, these must not be stored or charged in communal hallways.</p>
d.	<p>Suited Locks Where a suited lock is in place and keys for this type of lock are misplaced or lost, requests for replacement keys will be recharged and must be paid for in advance of being supplied.</p>

4.	Managing Communal areas and estates
a.	<p>CCTV Some areas on our estates have a CCTV presence. CCTV is passively monitored and footage will only be viewed when required. Our CCTV is installed, operated and monitored in line with legislative requirements and regulations and only staff, properly authorised to view CCTV will do so.</p>
b.	<p>CLEANING OF COMMUNAL AREAS The Council will ensure that communal areas are regularly cleaned.</p> <p>The Council will maintain all shared hallways and gardens making sure these areas are clean and tidy.</p> <p>The Council will ensure all shared hallways are kept clear of any items or debris.</p> <p>Regular monitoring of these area swill be undertaken.</p>

c.	<p>Communal bin stores and recycling points</p> <p>Communal bin stores are for the use of our tenants and leaseholders. Bulk refuse items should not be placed in these locations, and tenants should make individual arrangements for their disposal or collection. This can be arranged, for a fee, by calling the councils customer services team.</p> <p>Where fly-tipping occurs in these areas, in order to protect the environment of our tenants from this activity, the Council will investigate incidents and will, where appropriate prosecute offenders.</p>
d.	<p>Community involvement</p> <p>The Council is committed to work with tenants to improve the external environment of our estates. In doing this it will seek appropriate consultation mechanisms to support community activities and promote service specific projects.</p>
e.	<p>Estate Inspections</p> <p>The Council undertakes to carry out a programme of inspections of our housing estates, to monitor the quality of the environment.</p> <p>The estate inspections will take into account all assets owned by the Council, including pavements, roads, fencing, trees, hedges and play areas.(this is not an exhaustive list), with any necessary remedial work being either reported, authorised or enforced.</p> <p>Tenants who have gardens, hedges, trees, shrubs, bushes and fences, which form part of their property, must keep these areas clean and tidy. These areas must not be used to store furniture, vehicle parts or any other items unless permission has been given by the Council.</p>
f.	<p>Garages</p> <p>These should be used only for the storage of a vehicle or general household items. The storage of any item considered hazardous, such as gas canisters, flammable liquids, or materials such as asbestos, etc., is strictly prohibited.</p> <p>Garage forecourts should be kept clear to enable access for garage uses.</p>
g.	<p>Grounds maintenance</p> <p>The Council will ensure that work is undertaken on a routine basis to ensure that communal grounds on housing estates are maintained to a high standard.</p> <p>Grounds maintenance will take place between March and October weather permitting with the inclusion of strimming, shrub pruning, weed control, litter picking and footpath clearance.</p>
h.	<p>Parking</p> <p>Car parking is intended only for residents and their visitors. All vehicles parking in car parking zones within our estates must have current and valid road tax and MOT. No car parking area should be used to maintain or repair vehicles, and vehicles must not be left in a condition that may be dangerous to others, such as on a jack and without wheel(s).</p> <p>The only exceptions to this requirement is the allowance of contractors having to use these areas to park in, in order to carry out repair work to the Council's properties, or the emergency services to attend due to a health risk.</p> <p>Caravans, Motor homes and Trailers should not be parked in Council owned car parks.</p>
i.	<p>Pets</p> <p>The Council has a pets policy and recognises the benefits and importance a pt can have to its owners. Anyone wishing to have a pet should refer to this policy (available on our web site).</p>

	<p>Pets must be kept under proper control at all times, in a safe and hygienic manner and must not cause a nuisance, annoyance or harm to anyone in the community</p> <p>Pets should not cause damage to any parts of the property owned by the Council.</p> <p>Fouling or mess must created by a pet(s) must be cleared up immediately and in a hygienic manner.</p>
j.	<p>Play areas Play areas owned by the Council will be maintained and regularly inspected to ensure they are safe to use.</p> <p>From time to time assessments will take place to establish the validity of the play areas; if the result of any assessment identifies a redundant play area, the Council will consult with the affected tenants and take the appropriate action.</p>
k.	<p>Satellite dishes The Council recognises that our tenants enjoy the total use of their property and in doing so may want additions to compliment the property.</p> <p>Tenants must have written permission prior to undertaking any works in relation to satellite dishes and aerials. Where permission is granted, the tenant will be responsible for any damage caused to the property and/or the property of others through the dish or aerial being installed, dismantled or becoming dislodged.</p> <p>Communal aerials are maintained by the Council.</p>
l.	<p>Street lighting Where the Council is aware of a defective street light, in adopted areas, this will be reported to Gloucestershire County Council, for an inspection or a repair to be carried out. The Council will expect our tenants to do the same.</p>
m.	<p>Tree maintenance and management Trees which are located within the Council's communal areas will be maintained by the council in line with the Council's tree policy.</p> <p>Trees situated in a tenant's garden will remain the responsibility of the tenant. Guidance will be given to tenants who struggle to maintain trees in their gardens.</p>