



## TENANCY MANAGEMENT POLICY

### OVERALL PURPOSE

To address and prevent breaches of Leeds City Council's Tenancy Agreement not covered by West North West homes'

- Income Management Policy
- Environmental Estate Management Policy
- Anti-social Behaviour Policy – including Hate Crime & Domestic Violence

To ensure that all relevant procedures comply with the Organisation's mission statement : " Putting Customers first"

### INTRODUCTION

- West North West homes Leeds (WNWhL) seeks to ensure that the Policy does not discriminate against customers on grounds of race, gender, sexual orientation, ethnic origin, religion or belief, disability/illness or age.
- WNWhL has developed its own Tenancy Management Procedures, which will be reviewed on a regular basis.
- WNWhL will ensure customer care is delivered at all times and that we comply with our mission statement "Putting Customers First".

### PERFORMANCE MEASURES

- % of complaints responded to within the corporate target of 10 working days;
- % Annual Home Visits carried out (corporate target of 50% of properties visited annually);
- % of estate inspections and walkabouts carried out;
- % of Pre Tenancy Termination Visits carried out;
- % of New Tenancy visits carried out;

- % of gas safety checks carried out.

## TENANCY MANAGEMENT POLICY

### 1.0 Statement of Intent

- 1.1 The overall aim of the West North West homes Leeds (WNWhL) Tenancy Management Policy is to ensure a prompt and caring response to all complaints and enquiries concerning tenancy issues.

WNWhL recognises that there is no simple method of dealing with breaches of tenancy. Through our procedures and by working with other agencies, and in partnership with Leeds City Council, we will ensure that everyone can safely live in their homes by employing a range of tools and actions, and through exercising all the legal powers available to deal with any breaches of tenancy.

This may include:

- Conciliation
- Mediation
- Cautions
- Fines/Recharges
- Injunctions
- Possession/ Demotion Orders
- Closures.

WNWhL will work in an inclusive way to enable the implementation of this Policy. This will include involving tenants, leaseholders/homeowners, other Council services, the Police and other statutory/voluntary agencies

### 2. Outline of Service

- 2.1 This policy sets out the principles WNWhL will follow in the management of its properties and the environment surrounding them.
- 2.2 It reflects the content of Leeds City Council's Tenancy Agreement and should also be read in conjunction with the following other WNWhL policies
- Income Management
  - Environmental Estate Management

- Anti-social Behaviour – including Hate Crime and Domestic Violence

2.3 It covers specific topics:

- ✓ Joint tenancies
- ✓ Succession
- ✓ Lodgers and sub letting
- ✓ Keeping of pets
- ✓ Unauthorised occupants and abandoned properties – including use and occupation charges
- ✓ Access to the property
- ✓ Use of the property
- ✓ Repairs and improvements

### 3.0 Policy Statement

#### Joint Tenancies

- 3.1 We are committed to issuing each form of tenancy, Secure and Introductory, in the most appropriate manner and will, where possible, give consideration to the wishes of couples or co-habitees who wish to enter into a joint tenancy.
- 3.2 In doing so, we will consider all relevant legislation including the Civil Partnership Act.
- 3.3 Where a joint tenancy is created, we will apply the conditions of the agreement equally to both parties, and will ensure that each party is fully aware of the long term implications of entering into such an agreement.
- 3.4 A joint tenant may determine the tenancy by giving 28 Days Notice, consideration will then be given to the circumstances of the remaining tenant with due regard to the needs of the customer, and the need to make best use of the housing stock. The tenancy will terminate on expiry of the notice period, however Neighbourhood Housing Managers have the discretion to terminate the tenancy on receipt of the keys e.g. upon the death of the tenant, where the tenant has moved to another ALMO property, or where there are vulnerability issues.

#### Succession

- 3.5 In the event of the death of a tenant (whether a joint or sole tenant), we will ensure that we comply with our legal requirements, including the Civil Partnership Act, with regard to succession. WNWH will also sensitively consider requests for new tenancies where a succession has passed, even where these do not meet the criteria laid out in legislation.
- 3.6 However, WNWH will not allow a new tenancy if a succession has passed where it would conflict with our lettings or other policies and procedures.

## **Lodgers and sub-letting**

- 3.7 We will respect the rights of Secure tenants to take in a lodger or sub-let but will ensure that any such arrangements do not cause problems for neighbours and comply with Housing Benefit and other relevant requirements.
- 3.8 Lodgers are defined as:
- “An occupant who, although he/she has his/her own bedroom actually lives with the tenant. A lodger will not have exclusive use of any part of the property but may share some with the tenant (e.g. living room). Lodgers may also receive some service from the tenant (e.g. meals).
- 3.9 Sub-tenants are defined as:
- “An occupant who has exclusive occupation of part of the tenant's property e.g. a bedroom and lounge and lives essentially independently i.e. there is no provision of additional services by the tenant.”
- 3.10 Neither lodgers nor sub-tenants will be entered onto tenancy agreements or have rights of succession.
- 3.11 We will ensure that tenants who wish to take in lodgers or sub-tenants inform us of their intentions and that they request our permission in writing.

## **Keeping Pets (appendix 1)**

- 3.12 Where appropriate WNWhL is happy to allow tenants to keep pets as long as they are controlled properly and do not cause a nuisance to neighbours, damage property, or cause other problems.
- 3.13 However, where the keeping of a pet is likely to cause such problems permission will be refused. For example we will not generally allow dogs to be kept in flats with communal access, or other pets in accommodation that may be unsuitable and/or could cause them suffering.
- 3.14 Where permission is granted, tenants will be responsible for the behaviour of their pets and if nuisance, damage, neglect or other problems occur WNWhL will consider removing permission to keep a pet.
- 3.15 Where a disabled customer needs to keep an animal due to their disability they will be allowed to do so.

## **Unauthorised occupants/abandoned properties**

- 3.16 WNWhL will not tolerate any unauthorised occupants of any property and will take steps, within current legislation, to remove anyone who is

found to be in illegal occupation as quickly as possible. We will make use and occupancy charges on all illegal occupants to ensure revenue is received throughout the process.

- 3.17 We will deal promptly with properties that are, or we believe to be, abandoned according to relevant legislation.

### **Access to property**

- 3.18 WNWhL may require, after giving reasonable notice, access to its properties in order to carryout necessary repairs, safety checks or inspections. If access is not granted we may take legal action to enter the property.
- 3.19 In cases of emergency such as gas, water or sewage leaks or where buildings are unsafe we can enter without giving written notice.
- 3.20 All WNWhL Officers and Contractors carry official identification.

### **Using the property**

- 3.21 Tenants must use the property as their only or principal home. WNWhL will take action to terminate the tenancies of those tenants who fail to comply.
- 3.22 Normally we will not refuse permission for a tenant to run a business from their property provided permission is first sought. However, action will be taken should the business cause a nuisance or an annoyance.

### **Repairs and Improvements**

- 3.23 Any disrepair or damage should be reported immediately. If the problem comes within the responsibility of WNWhL we will carry out any repair. However, if it does not we will give all tenants the opportunity to do the repair within a reasonable time before taking any remedial action ourselves.
- 3.24 Tenants wishing to carryout any improvements or make any structural alterations must first seek written permission. WNWhL will not refuse permission without good reason.
- 3.25 If any improvement, addition or structural alteration is carried out without receiving consent we can ask for the property to be returned to its original state or that any work is carried out to a satisfactory standard.  
If a tenant fails to comply any necessary work will be completed by WNWhL and recharged.

## **4.0 Specific Needs**

- 4.1 WNWhL will take into account any specific needs, which may arise, of older and vulnerable people, disabled people, Black and Minority Ethnic groups, gender, transgender, sexual orientation, age and religious belief/faith in a

manner that promotes equality and inclusiveness ensuring all customers are treated equally and fairly.

4.2 We will:

- provide a translation and interpretation service including BSL on request;
- provide home visits on request;
- seek to provide male or female officers on request;
- work with our Tenancy Support Team to determine any vulnerability needs.

## **5.0 Consultation**

5.1 WNWhL will seek the views of customers on this policy at least annually in a variety of different ways through our Customer Involvement mechanisms.

## **6.0 Implementation**

6.1 It is the responsibility of all WNWhL Staff to ensure that their work is carried out in line with this policy and the procedures relating to it.

6.2 All our staff will be trained at induction and at regular intervals to ensure they are aware of the requirements of this policy.

## **7.0 Monitoring**

7.1 WNWhL will monitor the effectiveness of this policy by reviewing performance against Services Standards, Local Performance Indicators and the Audit Commission's KLOE 6 – "Tenancy and Estate Management".

We will also review our performance annually by assessing customer satisfaction with our services through comprehensive Satisfaction Surveys.

7.2 WNWhL will publish the results of this monitoring and use the results to identify, and act on, areas for improvement.

## **8.0 Review**

8.1 In preparation for delivering this policy during 2009 West North West homes Leeds has reviewed and taken into account new or emerging government legislation and government and council policies.

8.2 As a result, this policy now fully reflects, and is inclusive of the issues arising from those policies and legislation, and considers the impacts arising.

8.3 This policy will be reviewed at least annually or whenever there are any relevant changes to legislation, good practice that would impact on this policy and in the light of comments received from customers.

8.4 The Tenancy Enforcement Team will be responsible for ensuring that reviews of this policy are carried out.

## 9.0 Legislation

9.1 New or emerging legislation and new policy for 2009 include:

- Civil Partnership Act

9.2 Other legislation with relevance to this policy includes:

- Housing Act 1985
- Housing Act 1996
- Housing Act 2004
- Crime and Disorder Act 1998
- Protection from Eviction Act 1977
- Regulation of Investigatory Powers Act 2000
- Anti-Social Behaviour Act 2003
- Disability Discrimination Act 1995 & 2005
- Police Reform Act 2002
- Serious Organised Crime and Police Act 2005
- Home Office ASBO Guidance (August 2006)
- Home Office ABC Guidance (August 2007)
- Mental Health Act 1983
- Domestic Violence, Crime & Victims Act 2004

## Appendix 1

Section 2D, clause 2.25 of the Tenancy Agreement makes reference to the following

### **Policy & Guidance on the Keeping of Animals in or near Council Dwellings**

#### Permission

Pets are generally allowed in council properties, but tenants need to ask permission if they want to keep an animal or animals. Although there will usually be no problem, there are some situations where the ALMO should not give permission. These are:

1. If the animal they want to keep is illegal. There are four breeds of dog which are illegal – pit bull terriers, Japanese tosas, the Dogo Argentinos and the Fila Brasileiros. Cross breeds of these dogs are illegal. Dogs of any breed which have attacked a person in public are also illegal.
2. If the animal has ever caused injury to a person, or if it is dangerous in any other way, e.g. a poisonous snake.
3. If the property is not suitable for the breed of animal. For instance, any animal which needs outdoor exercise should not be allowed in a property with a communal entrance, such as a flat. Rabbits and guinea pigs need to be kept in gardens, so a property without one is unsuitable for them. Pets should not be kept in communal gardens.
4. If the tenant wants to keep too many animals. Tenants should not keep more than two cats, dogs or rabbits. They can keep more rodents, birds, reptiles or fish, but the numbers should be reasonable. The housing office staff should use their discretion based on the number of animals the tenant wants to keep, the size of the property and the number of people living in the property when deciding whether to give permission or not.
5. If the tenant wants to keep an animal which is not a domestic animal. For instance, wild animals, livestock, poultry or horses. If the tenant wants to keep pigeons, they need to be a member of the Royal Racing Pigeon Society, and the housing office should ask for proof of this.
6. If the tenant has any convictions for, or past history of, cruelty, neglect or mistreatment of animals.

If you refuse to give permission to keep a pet, you should explain the reasons fully to the tenant.

If you give permission, you should give the tenant a copy of the leaflet 'Policy on keeping pets in Council houses – Council policy and guidelines for tenants', which should answer all their queries about owning a pet.

You should always give permission to keep guide dogs and other support dogs.

Take full details of all the pets the tenant wants to keep, including the breed, age and details of the vet. If there is ever an emergency, such as a flood or a fire, you will

need to know if there are animals in the property. Put the details onto the housefile, and ask the tenant to keep you updated with any changes.

### Tenants' Responsibilities

When tenants are given permission to keep a pet or pets, they are agreeing to keep them in a responsible manner. The tenant must:

- Make sure that animals are well fed and always have access to clean drinking water
- Keep them safe and warm enough at all times
- Take pets to the vet whenever they are ill, or need any other attention, e.g. for fleas
- Make proper arrangements for their care if they go away overnight, or for longer
- Give them enough exercise, and keep dogs on leads when walking them in public
- Keep animals in a places suitable for their needs, e.g. keep guinea pigs outdoors
- Make sure all animals in tanks or cages have enough room and are not overcrowded
- Clean up any mess that dogs make in public places
- Keep animals under control at all times
- Take into account the animal's individual needs. For instance, very timid animals may need to be kept away from other animals or from children.

The tenant must not:

- Leave pets alone overnight or for longer without making proper arrangements for their care
- Allow pets to stray or roam
- Tether or chain animals
- Allow them to damage anybody's property, including their own council home
- Allow animals to annoy or frighten anybody else
- Allow animals to cause nuisance to anybody else, e.g. by making too much noise
- Neglect or mistreat the animal in any way – this is a criminal offence.

### If there are problems

If a tenant is keeping an illegal dog in their property, this is a criminal offence and you should contact the police immediately. You can also take action against them for breach of the tenancy agreement.

If a tenant is keeping a pet without permission, but they are keeping the animal in a responsible manner in line with this policy, you can grant permission.

If a tenant is not keeping their pet(s) in a responsible manner (as outlined above), there are a number of options available:

- Make sure the tenant is fully aware of their responsibilities, and ask them to keep to them in the future. Monitor the situation to make sure that they do. If they do not, consider taking further action.
- Insist that they remove the animal from their home.

- The tenancy agreement states that tenants must keep their animals in a responsible manner, so if they are not, you can take action as you would for ASB or breach of the tenancy agreement. You should send warning letters, and use mediation if appropriate. You can consider starting procedures to extend an introductory tenancy or demote a secure one, or possession.
- In cases of neglect or cruelty, you can also report the matter to the RSPCA, or, in extreme cases of cruelty, to the police.

The ALMO should use their discretion when deciding what to do, based on how serious the case is.

If a tenant makes a complaint about a neighbour's pet, you should encourage the tenants to sort things out between them if they can. Mediation is available in cases of neighbour dispute. If they can't come to an agreement, you will need to investigate the matter before taking action, to make sure that the complaint is justified. If it is, you can take action as above, again depending on how serious the matter is.

### Abandoned pets

If a former tenant leaves an animal in a property, you should seek advice from the RSPCA, as the procedure is complicated, and depends on why the tenant left the property.

If a tenant moves out of the property leaving an animal or animals behind, the RSPCA will take care of the immediate welfare needs of the animal. The RSPCA may ask the ALMO to cover its costs. The ALMO can recharge the former tenant for this.

If a tenant who is evicted leaves a pet or pets behind, they are considered 'property' in law, and the landlord is responsible for maintaining them as they would be for anything else the tenant leaves behind. This means that the ALMO would have to remove the animal and arrange for its care. You can recharge the former tenant for this. If you know there is an animal in the property, you can ask the RSPCA to be present at the eviction, and if the tenant signs the animal over to them, the RSPCA would then cover all costs. If the tenant does not sign the animal over, the RSPCA would seek assurance from the ALMO that they would cover all boarding and veterinary costs.

If a tenant abandons a property without giving notice and leaves an animal behind, the ALMO should contact the RSPCA. It may be possible to take action against the tenant under the Abandonment of Animals Act 1960.

Further advice

The RSPCA have an enquiries line, 0300 1234555. They also produce a booklet, 'Animal welfare guidance and advice for housing providers', which they will send free of charge on request.

