

# MERLIN HOUSING SOCIETY



## TENANCY MANAGEMENT POLICY

### 1. KEY OBJECTIVE

- 1.1. This policy covers the management of residential tenancies and the legal relationship between Merlin Housing Society (MHS) and its tenants.
- 1.2. Tenancy management is based upon these key principles:
  - Compliance with requirements set out in the Housing Corporation Regulatory Code;
  - Compliance with statutory and contractual duties to tenants set out in relevant legislation;
  - Adoption of best practice.
- 1.3. We aim to provide an informative, flexible and responsive service to tenants, both individually and on estates in order to provide tenants with decent, safe and secure living conditions and a good quality environment in which to live.
- 1.4. We will balance this approach as necessary by ensuring that the interests of MHS are also protected.

This policy has close links across all our housing management policies and the Tenancy Agreement. Reference should be made to the following linked policies:

- Estate Management
- Diversity and Equality
- Rent Collection and Debts
- Anti social behaviour
- Domestic abuse
- Mutual exchange and Succession
- Resident Involvement Policy
- Right to Buy/Right to Acquire
- Lettings policy

### 2. KEY POLICY STANDARDS

- 2.1. We will ensure that tenants are aware of their rights and responsibilities in accordance both with the Housing Corporation's publication "A Charter for housing association applicants and residents" and also with our own conditions of tenancy as set out in our Tenancy Agreement.

#### 2.2. Beginning Tenancies

- 2.2.1. We recognise the importance of establishing a good landlord/tenant relationship from the outset and will operate comprehensive sign-up

procedures prior to, and at the start of a new tenancy that address all the likely needs of a new tenant, particularly those who may require additional support.

- 2.2.2. We consider that joint tenancies are a good way to give adult occupiers a stake in their tenancy and we will normally discuss the option of a joint tenancy to married couples and established partners (mixed or same sex).
- 2.2.3. All tenants will be given a copy of their Tenancy Agreement (incorporating the conditions of tenancy) and also a copy of our tenant handbook both of which will be clearly laid out and written in plain language.
- 2.2.4. We will use starter (assured shorthold) tenancies for all new tenants as part of a wider managed strategy for dealing with anti-social behaviour.
- 2.2.5. A 'settling-in' visit by a housing officer will be arranged with the new tenant in their home within one month of the tenancy start date to clarify and/or resolve any outstanding matters.

### **2.3. Conducting and Managing Tenancies**

- 2.3.1. We will maintain good quality tenancy records and will comply with the requirements of data protection and access to information. MHS has separate policies relating to Data Protection and Access to information .
- 2.3.2. We will adopt a method of 'flagging' tenants who could pose a threat to workers.
- 2.3.3. We will provide appropriate and accurate advice and assistance to tenants about any tenancy management matter, particularly where this could affect tenants' rights.
- 2.3.4. As landlord, we have these core responsibilities:
  - to allow peaceful occupation
  - to keep the structure and exterior of properties in good repair
  - to maintain fittings and installations
  - to take care of common parts
  - to provide information about our housing management policies
- 2.3.5. Our tenants have the following key rights:
  - to occupy
  - to remain an assured tenant
  - to take in lodgers and/or sublet
  - to make improvements and be compensated for them
  - to repair
  - to consultation

- to information
- to exchange tenancies
- to buy/acquire
- to succeed (to a tenancy)

2.3.6. Our tenants have certain responsibilities that are set out in the Tenancy Agreement currently in force, key of which are:

- to pay rent
- to ensure anti-social behaviour, noise, nuisance or annoyance is not caused to others
- to ensure harassment or discrimination is not committed
- to keep shared areas clean and tidy

2.3.7. We will ensure that tenants are aware of their rights and responsibilities and what they can expect from us as their landlord. We will provide information about these in a variety of ways to suit tenants' needs. All the matters outlined in 2.3.4 to 2.3.6 are included in the tenancy agreement itself and/or in our tenants' handbook where additional details about the relevant policy and/or legislation related to it can be found.

2.3.8 We will agree and confirm in writing with an individual tenant any change to their Tenancy Agreement.

## 2.4 **Support**

2.4.1. We will:

- Work with Social Services, supporting people providers and other agencies to develop a strategic cross-tenure approach to the provision of support services for all people with support needs who want to live in the community.
- Identify any special needs or vulnerabilities of tenants, (such as visual handicap, language difficulties, frailty), and with their agreement record details on file so that employees can be made aware of these when appropriate
- Advise and help low income and vulnerable tenants to get assistance with moving and setting up home
- Liaise with social services and other relevant agencies to secure resettlement support for tenants who need it, for example, tenants with special needs, who have difficulties living independently and people discharged from institutions
- Have liaison and referral arrangements with social services, health authorities and other relevant agencies to secure appropriate ongoing support or services for tenants with special needs and for tenants who have difficulties
- Provide support where it will be most effective i.e. where tenants are given their own permanent accommodation and provided with an agreed level of support to help them to settle in and meet their responsibilities as tenants. The level of support will vary according to individual need.
- Ensure that our tenancy management services are tailored to meet the diverse needs of the communities in which we work.

2.4.2. MHS has developed a more detailed policy statement and procedures for supporting those in need entitled Special Needs Policy.

2.4.3. Where an applicant for housing does not have the mental capacity to enter into the tenancy contract, we will require the appointment of a representative to act on their behalf.

2.4.4. Where a tenant ceases to have the mental capacity to deal with their affairs we will formally seek the assistance of a close relative or friend to act as their representative.

2.4.5. We will ensure that properties are not unlawfully occupied, investigate promptly and take legal action as necessary whilst also providing appropriate advice and assistance where such action may render a person homeless.

2.4.6 We will not issue a rent payment card or accept money from any person believed to be in unauthorised occupation of our property.

## 2.5 **Joint Tenancies**

2.5.1 We will exercise discretion regarding the granting of a joint tenancy and will offer suitable advice to all parties as regards the implications of doing so.

2.5.2 We will end a joint tenancy on receipt of suitable notice in writing either from both/all parties or from one party. In the latter case we will investigate the circumstances of the situation including:

- taking all reasonable steps to inform the other tenant/s of the effects of the first tenant's action;
- asking all parties involved in the joint tenancy to sign the end of tenancy form;
- ensuring that no injunctions or other court orders are in place in relation to the tenancy.

## **2.6 Assignment, Mutual Exchange and Succession**

2.6.1 The policy relating to assignment, mutual exchange and succession is set out in a separate policy statement

## **2.7 Ending Tenancies, Imprisonment and Abandonment**

2.7.1 We require tenants who wish to end their tenancy to give 4 weeks notice as stated in the Tenancy Agreement.

2.7.2 The period of notice required does not apply in the case of transfers; mutual exchanges; after eviction; or following the death of a tenant when a reasonable and/or shorter period may apply.

2.7.3 Where a sole tenant receives a prison period of custody longer than the period for which housing benefit would normally continue to be paid in support of the rent due, we will advise the tenant of their options.

2.7.4 If a tenant in this situation is unwilling to relinquish their tenancy and/or adequate provision is not made to pay the due rent and/or charges we may take legal action to repossess the premises.

2.7.5 We will investigate and consider such case and may make a single offer of re-housing in accordance with our lettings policy on release of the tenant from prison, unless the reason for imprisonment was connected with the tenant's conduct of their tenancy.

2.7.6 Where other persons remain in a property following the imprisonment of the tenant, we will consider such cases according to individual circumstances.

2.7.7 All allegations of abandoned properties will be investigated thoroughly and if we are unable to trace the tenant and it appears beyond reasonable doubt that the premises are not being occupied we will take legal action to regain possession in order to minimise rent loss.

## **3. EQUALITY AND DIVERSITY**

3.1 We will ensure that this policy is applied fairly and consistently to all our customers. We will not directly or indirectly discriminate against any person or group of people because of their race, religion, gender, marital status, sexual orientation, disability

or any other grounds set out in our Equality and Diversity policy.

- 3.2 When applying this policy we will act sensitively towards the diverse needs of individuals and communities.
- 3.3 When applying this policy we will take positive action to reduce discrimination and harassment in local communities.
- 3.4 This policy and any other related publications of MHS are available on request in other formats (e.g. in an alternative language, in Braille, on tape, in large type

#### **4. MONITORING, CONSULTATION AND REVIEW**

- The Board and the Housing Corporation will receive regular reports on the performance against agreed targets and indicators.
- Housing Corporation regulatory code, Housing Corporation inspection outcomes and Key Lines of Enquiry excellence standards.
- Key targets and Performance Indicators include:
  - Average weekly rent for dwellings;
  - Rent debts of current tenants at the financial year end as a percentage of annual rent debit;
  - Number of tenants receiving housing benefit;
  - Number of mutual exchanges/assignments/successions
  - Percentage of tenants satisfied with the overall service provided
- In line with our Resident Involvement Policy tenants, leaseholders and other stakeholders will be included in:
  - monitoring our performance and
  - reviewing this policy in order to reflect their needs and priorities

Further details about how this will be achieved are set out in the Resident Involvement Policy and Agreement.

- [ ] will be responsible for the implementation and revision of this policy.
- This policy will be reviewed within two years of the date of transfer.

#### **VERSION CONTROL AND APPROVAL DATES**

<b>Version no.</b>	<b>Name and date</b>
1	Emma Lucker – December 2005
2	
3	
4	

<b>Approval stage</b>	<b>Date completed</b>
ITA review	02.02.06
Tenant Advisory Panel	02.02.06
Unison Consultation	02.02.06
Board approval	15.02.06
Housing Corporation approval	
Review date	