

TENANCY MANAGEMENT POLICY

1.0 Introduction

1.1 This policy outlines our principles and approach to tenancy management. Details of the process and practical implementation of the key areas covered by this policy are contained in a full range of individual procedures

2.0 Legal Framework

2.1 The Housing Corporation expects all Registered Social Landlords (RSLs) to comply with its Regulatory Code. RSL's are expected to provide good quality housing services for residents and prospective residents.

Relevant legislation

- Matrimonial causes act 1973
- Protection From Eviction Act 1977
- Housing Act 1985
- Landlord and Tenant Act 1985
- Housing Act 1988
- Family Law Act 1996
- Housing Act 1996 (as amended)
- Civil Partnership Act 2004
- Anti-Social Behaviour Act 2003

Guidance

- KLOE 6 Tenancy and Estate Management
- CRE code of practice Racial Equality in Housing

3.0 Policy Statement

3.1 Imani will ensure all tenants are aware of their full range of rights and responsibilities and what they can expect from us. Information is provided in a variety of ways to suit tenants' needs including the tenancy agreement, the Tenants' Handbook and our website.

3.2 Imani will ensure that all tenants' rights and responsibilities, and landlord's duties will be exercised in compliance with relevant legislation, regulation and statutory guidance

4.0 Implication

Tenancy types

4.1 Imani operates the following tenancy types

- Assured tenancies to permanent tenants

Tenancy agreement, terms and conditions of tenancy

4.2 Imani communicates the terms and conditions of tenancy to all tenants during the sign up process ensuring they are understood.

4.3 All tenants are issued with a tenancy agreement which explains the terms and conditions of the tenancy and a tenants' handbook which summarises their rights and responsibilities, and the landlord's responsibilities. Documentation can also be made available in different format and languages as appropriate.

4.4 All new tenants will be required to sign a lettings checklist indicating the issuance and explanation of the tenancy agreement, tenants' handbook and sign up form.

Legal occupation

4.4 Imani is committed to undertaking a tenancy audit of at least 25% of tenants' homes annually. Information collected will help us maintain accurate and up to date tenancy records in relation to all tenants, household members, lodgers and sub-tenant's occupying our homes as well as help us understand our customer profile and influence service provision and delivery

4.5 Imani will use information gained through the annual tenancy visit to confirm legal occupation of the tenant(s) and proactively identify incidents of overcrowding, under occupation, unauthorised occupation and tenancies where additional support is required.

4.6 Under Imani's tenancy agreement, the tenant must allow the landlord access to inspect the condition of their home.

4.7 Imani will give reasonable notice to tenants prior to the inspection visit. Where access to the property is denied or refused, Imani will take appropriate legal action to ensure access to carry out the inspection; this could be by means of an injunction or by way of service of a Notice of Seeking Possession.

4.8 All new tenants will be visited within six weeks of their tenancy date.

Pets

4.9 The tenancy agreement states written permission is required before a resident can keep a pet where they live or within the dwelling.

4.10 It also states ' animals owned by the resident or visitors must be kept under control, not cause noise or nuisance, nor be allowed to foul in their home, shared areas,, estate roads, playground or our land.

Gardens

4.11 The tenancy agreement states gardens, balconies, paths and any private area let as part of the tenancy must be kept in a tidy and cultivated condition and free of rubbish, scrap appliances and unsightly objects.

4.12 Where Imani have to clear any rubbish, the legal resident at the address will be charged for the cost of removal.

4.13 Except for routine trimming and pruning, residents must obtain written permission before hedges, fences, walls or trees at their premises are removed, altered or replaced.

Improvement by tenants

4.14 Imani recognises that many tenants wish to improve or alter their home to meet their own preference or needs

4.15 Written consent is required prior to the improvement and Imani will not unreasonably refuse permission for a tenant to carry out alterations or improvements.

4.16 Imani has a supporting procedure in place to manage the granting of permission in compliance with legislation, and the calculation and payment of compensation upon termination of the tenancy. Details are contained within the Tenants Improvement and Compensation Policies.

Abandonment

4.17 Imani recognises tenants may be away from their homes for an extended period of time for a variety of reasons.

4.18 Where Imani believes the tenant may have abandoned a property, we will take prompt and appropriate action in accordance with legislative requirements and in line with our comprehensive abandonment procedure.

4.19 Our approach will ensure all appropriate checks have been made to establish, as far as is reasonable, that a property has been abandoned before the service of a notice.

4.20 Where there is doubt about whether the property has been permanently abandoned, we will serve a Notice to Quit and a Notice of Seeking Possession.

Assignments

4.21 Under Section 15 of the housing Act 1988, an assured tenancy cannot be assigned without the consent of the landlord. There is no statutory right to assign.

4.22 Imani will give consent to assign a tenancy in the following circumstances;

- By mutual exchange
- By court order
- By transfer to a potential successor
- 4.23 Imani grants assured tenants the right to assign their tenancy to someone who would be entitled to the tenancy should the tenant die:
 - Married partner
 - Civil partner
 - Partner living as if they were a married of the tenant, as long as they can prove 12 month residency
 - Qualifying family members who has lived with the tenant for at least 12 months – see below;
 - Qualifying family members;
 - Parent or grand parent
 - Child or grand child
 - Brother or sister
 - Uncle or aunt
 - Nephew or niece

4.24 There will be no right to assign to a potential successor where the tenant has no further succession rights

Succession

4.25 Imani aims to provide a fair and efficient service when processing requests for successions by:

Dealing sensitively with residents at a time of grief and loss

Meeting our statutory and contractual obligations

Making the most efficient use of available housing stock

4.26 Imani operates three types of succession;

- Survivorship, when a joint tenant dies and the remaining joint tenant succeeds to the tenancy
- Statutory succession, where succession rights are granted by law to

- a partner of an assured tenant
- Contractual succession, where Imani's tenancy agreement accord qualifying family members of assured tenants rights of succession

4.27 The law relating to successions for assured tenants is set out in Section 17 of the Housing Act 1988, as amended by the Civil Partnership Act 2004. A person has a statutory right to succeed, if they occupied the property as their principal or only home at the time of the tenant's death and they are the tenant's married or civil partner or person living as the tenant's married or civil partner.

4.28 Imani will give priority to a married or civil partner, or person living as if they were married or civil partner over other qualifying members of the tenant's family provided they have occupied the property as their principal or only home when the tenant died and have resided with the tenant at least 12 months prior to death.

4.29 Imani will in some circumstances oppose the succession to a tenancy to make best use of stock. This could be;

- In order to prevent under occupation
- Where the property has been adapted for the use of a disabled person

4.30 4.29 does not apply where the succession is by survivorship. In all succession cases, we will normally request the successor to move to alternative accommodation.

4.31 Where the successor is unwillingly to agree to move voluntarily, we may seek to enforce it through the courts.

5.0 Equality and diversity

5.1 Imani recognises it operates in a community within which there is wide social diversity, and are committed to providing equal opportunities

5.2 In the delivery of our tenancy management policy, we aim to treat all customers fairly, and with respect and professionalism, regardless of their gender, race, age, sexual orientation and marital status.

5.3 To enable all residents to have clear information and equal access to our tenancy management services, Imani will publish its information in the first instance in English, but will also seek to provide information in other specific languages formats and through a range of media on request. 5.4 To help demonstrate our approach to managing tenancies is fully in keeping with our equality and diversity strategy, we will collect equalities information on all aspects of tenancy management services. This will assist in establishing whether all members of the community are accessing our services. This will feed into monitoring and reviewing processes. Full details are set out in our Equality and diversity Strategy.

6.0 Responsibility

6.1 It is the responsibility of the Imani staff team to ensure that this policy is in place.

6.2 Both the Coop Development Worker and Finance Officer are responsible for the effective implementation of this policy

7.0 Consultation

7.1 This policy will be reviewed in consultation with residents at least once every two years.

8.0 Review and Board Approval

8.1 This policy will be reviewed once every two years taking account of any changes to legislation that may occur.

Person Responsible for the review of this policy:	Coop Development Worker
Date of this review:	November 2009
Date of Board approval:	
Date the next review is due:	November 2011