

Extraordinary Growth Scrutiny Committee

Wednesday 22<sup>nd</sup> January 2020

**ACTION HOUSING;**

Response to Growth Scrutiny Committee from Action Housing	Pages 18 – 19
General Needs Housing Application Form	Pages 20 – 26
General Needs Allocations and Lettings Policy	Pages 27 – 56
Rent Arrears Policy	Pages 57 – 60
Anti-Social Behaviour Policy	Pages 61 – 69
Tenancy Warning & Eviction Policy and Procedure	Pages 70 – 94

Growth Scrutiny Committee  
Bolsover District Council  
The Arc  
High Street  
Clowne  
S43 4JY

2<sup>nd</sup> January 2020

Dear Sirs

**Re: Station Hotel, Elmton Road, Creswell.**

Thank you for your letter dated 12<sup>th</sup> December 2019 and invitation to the scrutiny committee on 22<sup>nd</sup> January 2020, which I can confirm that I am happy to attend, please can you confirm the time of the committee meeting as it wasn't included in the invitation letter.

I have noted from the letter that Members are concerned about Action Housing and our development and management of accommodation in the Bolsover area.

Action was established in 1981, as a Charity and Registered Provider of accommodation, Action puts people and communities at the heart of its business working with our Local Authority partners. Action provide safe, secure and high quality accommodation, and have a number of award winning established support services.

As requested, I have enclosed a copy of the following documents:

- General Needs Housing application form
- General Needs Allocations and Lettings Policy which details our process for vetting potential tenants and allocation of accommodation
- Rent Warning Policy and Procedure
- Anti-social Behaviour Policy
- Tenant Warning and Eviction policy

I am aware that there has historically been anti-social behaviour issues at the Station Hotel, which Action Housing take very seriously and we do not tolerate. As a result of this, we took the following action:

- Eviction of problem tenants (4 in total)
- Repair and redecoration of communal areas due to damage from tenants and their visitors
- Installation of CCTV throughout the communal area
- A keypad entry system is also due to be installed on the communal doors in the new year

☎ 01709 821251

✉ info@actionorg.uk

🐦 action\_housing

📘 Actionhousing

💻 www.actionorg.uk

Action Housing and Support Limited Registered in England Number 1548338 Charity Registered Number 511265



In addition to the above action, Action's experienced Senior Housing Officer has had significant liaison with the Community Safety Team to gather evidence enabling our evictions but also assisting them by providing access to the CCTV and intelligence on anti-social behaviours including drug dealing within the area.

Since we have carried out these steps, there have been no further issues of anti-social behaviour from our tenants.

As a Social landlord Action offer accommodation, which is affordable for the local community, and have an inclusive policy when it comes to allocation of our general needs stock. Initially at the Station Hotel, we did take clients who were in receipt of welfare benefits; however, since the evictions and in an effort to reduce any further ASB all future tenants must now be working and be able to provide four weeks rent in advance.

Whilst working tenants are less likely to cause anti-social behaviour, it is not always the case and one of the tenants we did evict was in full-time employment. The ASB caused was her partner who was not a tenant and the Community Safety Team reliably informs us that he was a local drug dealer on their radar and to be dealt with following their procedures.

Whilst Action have robust policies and procedures in place to deal with anti-social behaviour once properties are occupied we however have to follow these operationally and at times require factual evidence and can be timely to manage within a legal framework.

Additionally I would like to draw your attention to the significant costs incurred at our development sites The Miners Welfare and Station Hotel due to break ins and thefts. Our current site the Co-operative has been broken into four times and a contractors van has been stolen. Damage across these sites has cost the organisation approximately £26,000.

With this in mind Action have identified a larger issue within the community and feel there is now an opportunity for all partner agencies to explore this as a wider issue of crime and anti-social behaviour within the Creswell & Whitwell area. This is something that needs to be addressed, and Action would be interested in what strategic measures, and support the Community Safety Team can advise offer at this time. Action would be happy to share any intelligence we have to Derbyshire Police in this matter.

I look forward to meeting with you in the near future.

Yours Sincerely



**Gemma Lane**  
Sustainable Tenancies Development Manager  
Action Housing & Support Ltd



## General Needs Housing Application Form

Please complete **All** sections of this form.  
Failure to do so may result in the application not being processed.

Please note that going forward in line with new GDPR regulations, all applications  
**MUST** be submitted with the knowledge of the individual applying for  
accommodation and a signature obtained.

From April 2016 owing to new Government legislation, anyone applying for  
housing, whether it be Supported or General Needs, must provide proof that they  
have the right to reside in the UK.

Proof should be in the form of UK passport, birth certificate, UK driving licence,  
letter from DWP detailing National Insurance number or "leave to remain"  
documentation from the Home Office/Foreign Office.

Applicants without this information will not be contacted or offered an  
assessment appointment.

Application Name:		
Date of Application:		
Office use only Date Application Received :		
Photo ID	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Proof of address x 2	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Proof of income	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Any other ID documents needed?	YES <input type="checkbox"/>	NO <input type="checkbox"/>



**Tell us about you & any partner:**

Your Information					
First Name		Surname			
Contact N°					
Email Address					
NI Number		DoB		Age	
Gender		Religion			
Nationality		Ethnicity			
Main Language Spoken					
Any communication issues					

Your Partner's Information					
First Name		Surname			
Contact N°					
Email Address					
NI Number		DoB		Age	
Nationality		Ethnicity			
Gender		Religion			
Main Language Spoken					
Any communication issues					

**Tell us about your current home**

	You	Partner
Current Address		
Postcode		
Move in Date		
Reason you want to Leave		
Landlord Name		
Landlord Contact N°		
Any rent arrears	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Arrears Amount	£	£

Pets	YES <input type="checkbox"/> NO <input type="checkbox"/>	How many:
Type:		

**Previous Address History (you)**

Address (incl postcode)	Dates from	Date to	Landlord Name & Contact N°.	Reason for Leaving

**Previous Address History (partner)**

Address (incl postcode)	Dates from	Date to	Landlord Name & Contact N°.	Reason for Leaving

Please use another sheet, if required

### Who needs to be housed with you?

Name	DoB	Gender	Relationship to applicant	N° of nights they will be staying

### Income Status:

	You	Partner
Are you Currently Employed?	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Occupation		
Hours		
Monthly income (after tax)		
Length of time in current employment:		
Are you in receipt of Benefits	YES <input type="checkbox"/> NO <input type="checkbox"/> Waiting to hear <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/> Waiting to hear <input type="checkbox"/>
Type of Benefit		
What date did you apply?		
Amount received	£	£
Frequency of payment	Fortnightly <input type="checkbox"/> Monthly <input type="checkbox"/>	Fortnightly <input type="checkbox"/> Monthly <input type="checkbox"/>

### Medical Information

	You	Partner
Do you have any physical health problems?	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Do you have any mental health problems?	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
If either yourself or your partner have ticked yes to that above, please give further information below on the nature of your illness and how these affect you on a day to day basis:		

### Next of Kin Details (In Case of Emergency)

	You	Partner
Name		
Address		
Contact N°		
Relationship (e.g mum etc)		

### Offending History

Have you or any members of your household been convicted of any offence YES ☐ NO ☐

	You	Partner
Name & details of offence(s) please give information on any time served and/or fines received.		

### Substance misuse

	You	Partner
Please list any substance issues (current or historic):		

### Support

	You	Partner
Please list the name & contact number for any agencies you are working with:		
Please sign if you give consent for us to contact these services		
Print Name		

**Which property/area are you applying for?**

Address (if known):		
<input type="checkbox"/> Bolsover	<input type="checkbox"/> Chesterfield	<input type="checkbox"/> Derby
<input type="checkbox"/> Rotherham	<input type="checkbox"/> Sheffield	

**Anything else you'd like to tell us?.**

Use this space here to tell us any other additional information?

--

### Authority To Disclose Information/ Declaration

We may need to contact other agencies for information about you so that we can process your application e.g. your current or former landlord, local housing offices, housing associations, probation service, police and social services.

Please read the declaration below and sign to say you understand and agree to give us permission to contact other agencies.

I .....(print name(s) give Action permission to contact any of the above and other relevant agencies. I authorise them to disclose any information held by them for the purpose of dealing with my application for housing.

I understand that this application does not guarantee that I will be offered a property, I also understand I am required to provide two forms of identification and evidence of my income in order to prevent tenancy fraud.

I understand that if I give false or misleading information, or withhold any relevant information that my application will be suspended or cancelled.

	You	Partner
Print Name		
Signature		
Date		

Please return completed application form to:

Action Housing & Support Ltd  
6 Genesis Business Park  
Sheffield Road  
Rotherham  
S60 1DX  
Tel: 01709 821251 Fax: 01709 374175

**Action do not hold a "waiting" list, our properties are individually advertised on Rightmove.**



## General Needs Allocations and Lettings Policy

**HM-POL-08**

Version Number: 1.0

<b>Date:</b> 22 Feb 2016	<b>Instruction Developed By:</b> Tenancy Services Manager
<b>Review Period:</b> 3 Years	<b>Instruction Owned By:</b> Head of Housing
<b>Review Date:</b> 22 Feb 2019	<b>Instruction Authorised By:</b> Senior Management Team

Item	Content	Page No
<b><u>ALLOCATION POLICY</u></b>		
1.0	Policy Statement	2
2.0	Purpose and scope of policy	2
3.0	Legal and regulatory references	3
4.0	Linked & associated policies	3
<b><u>ALLOCATION POLICY KEY PRINCIPLES</u></b>		
5.0	Qualified to apply for Housing	4
6.0	Not qualified to apply for housing	4
7.0	Asylum seekers	4
8.0	Home Owners	4
9.0	Additional eligibility criteria	5
10.0	Refusals	5
11.0	Refusals – Transferring tenants	6
12.0	Transferring tenants – Rent arrears	6
13.0	Former Tenants - Rent Arrears	7
14.0	Overcrowding	7
15.0	Under Occupation	7
16.0	Property sizes/bedroom standard	7
17.0	Tenancy Fraud	8
18.0	Local lettings arrangements /Choice Based Lettings	8
19.0	Offers	8
20.0	Appeals	9
21.0	Tenancy start dates/Sign up dates	9
22.0	Sign up checklist	9
23.0	New Tenancy Visits	9
24.0	Tenancy End dates	10
25.0	Equality	10
22.0	List of resources available on the intranet	10



## **1.0 POLICY STATEMENT**

We will allocate our properties in a fair, transparent and efficient way taking into account the housing needs of our tenants and potential tenants.

We will ensure that the best use is made of available housing and will ensure that our lettings are compatible with the purpose of social housing.

We will co-operate with local authorities to fully understand housing need and to support them to fulfil their housing duties under the Housing Act 1996. This includes assisting local authorities with their homelessness obligations.

We will co-operate with local authority nomination or choice based lettings agreements where they are in place.

We will prioritise applicants in accordance with the local authorities (LA ) allocations framework in the LA Areas where we have housing stock ,with priority given to those in greatest housing need. We will give priority to those who are homeless, who have ill health, disability or whose social or housing circumstances make it unacceptable to remain in their accommodation.

We aim to offer the same or equivalent level of security of tenure where possible to those tenants who were in social housing on 1 April 2012 and have remained continuously in social housing since that date. They will be offered no less security of a social rent home whether they are moving within Action Housing or from another social landlord.

We will permit existing tenants on assured short hold tenancies access to our waiting lists and to have the ability to move within our housing stock, this move will be treated as a transfer.

We will support tenants and potential tenants who require assistance to make an application for housing. This includes providing help to complete an application form, making a bid for housing, providing translations or assisting with other support needs.

We will record all our lettings on the Continuous Recording of Lettings (CORE) system.

## **2.0 PURPOSE AND SCOPE**

This policy applies to all general needs stock. It excludes certain designated housing schemes where properties are let outside this allocations scheme, including properties which are let by our supported housing projects.

## **3.0 KEY LEGAL AND REGULATORY REFERENCES**

- Housing Act 1996 Part VI
- Allocation of Housing and Homelessness (Eligibility England) Regulations 2006
- Allocation of accommodation: guidance for local authorities (CLG, 2013);
- The Regulatory Framework for Social Housing" (HCA, 2012)

#### **4.0 Qualified to apply for Housing**

We will consider all applications individually. Housing applications can be made by anyone aged 18 and over with the right to reside in the UK (other than as a job seeker or under an initial right to reside) and who is habitually resident in the UK, Channel Islands, the Isle of Man or the Republic of Ireland.

We will consider applications from 16 and 17 year olds provided a trustee is in place. All allocations to 16 and 17 year olds will be made in accordance with the letting to minors' policy.

We will consider applications from certain people from abroad that do not have the right to reside in the UK if they are a:

- Refugee
- Person with exceptional leave to enter or remain in the UK that is not subject to the condition that he or she cannot have recourse to public funds
- Person who has leave that is not subject to any limitation or control and who is habitually resident in the UK, Channel Islands, the Isle of Man or the Republic of Ireland i.e. has indefinite leave to enter or remain
- Person who has been granted humanitarian protection under the Immigration Rules.

We will consider applications from persons from the EEA (European Economic Area) who are not habitually resident in the UK, Channel Islands, the Isle of Man or the Republic of Ireland if they are a:

- Worker
- Self-employed person
- Family member of a worker
- Economically self-sufficient person
- Person with a permanent right of residence in the UK.

#### **5.0 Not qualified to apply for housing**

We will not accept applications from persons who are not eligible in accordance with paragraph 4.0 above.

#### **6.0 Asylum seekers**

We may assist with the temporary re-housing of Asylum Seekers who have limited leave to remain in the UK and no recourse to public funds. These applicants will be offered Assured Shorthold periodic tenancies.

#### **7.0 Homeowners**

We will not normally consider homeowners, unless they are unable to enter or reside at their current property.

All applicants must complete an Action Application form in order to be considered for re-housing with us.

## **8.0 Additional eligibility criteria**

We will undertake a financial assessment of all housing applicants in order to assess affordability.

We will undertake a telephone interview and/or home visit of all applicants in order to assess suitability for re-housing.

We will ask for the first week's rent in advance, this will be taken at sign up.

An applicant will be ineligible for social housing if they have financial means to be able to purchase a property on the open market.

We will cooperate with statutory agencies in the housing of violent and sexual offenders. Our overriding priority is however the protection of the public, residents, our employees and contractors.

We will set out additional eligibility criteria for specific properties to ensure that we meet our obligations under section 106 The Town and Country Planning Act 1990, covenants or other legal restrictions.

## **9.0 Refusals**

We will exercise discretion, but will normally refuse an application in the following circumstances:

- Where the applicant(s) has been evicted or eviction proceedings have been started by Action or any other Registered Housing Provider for breaches of their tenancy agreement.
- Where the applicant(s) has outstanding rent arrears or other outstanding housing related debts owed to Action or any other Registered Housing Provider.
- Where legal proceedings for anti-social behaviour or any other breach of tenancy has commenced against the applicant(s) or any member of the household by Action or any other Registered Housing Provider.
- Where the applicant cannot sustain a tenancy without support, and inadequate or no support is available. We will make reasonable efforts to assist the applicant in obtaining support, making necessary referrals where applicable.
- Where the applicant is shown to be making a false or fraudulent application to Action.

Will we consider all applications individually and where relevant will take into account the:

- Seriousness, nature and age of the incident, breach of tenancy or debt
- Applicant(s) individual circumstances, including disabilities and household composition.
- Applicant(s) commitment to paying back the rent arrears or housing related debt.

We may suspend or refuse applications from an existing tenant(s) for a transfer of tenancy where any of the grounds set out in Schedule 14 to the Localism Act 2011 apply and in particular where:

- Legal or enforcement action has or is being taken for anti-social behaviour or any other breach of tenancy.
- An injunction, possession order, suspended possession order, or postponed possession is in place for anti-social behaviour or any other breach of tenancy.
- The tenancy has been demoted.

#### **10.0 Refusals – Transferring tenants**

In addition to the above refusals set out in paragraph 9 we may suspend or refuse applications or allocations from an existing tenant(s) for a transfer of tenancy where any of the grounds set out in Schedule 14 to the Localism Act 2011 apply. In addition to the above it includes:

- That an obligation under one of the existing tenancies has been broken or not performed
- Where a tenant has been offered and previously refused one of more reasonable offers made to them of suitable alternative accommodation
- The tenancy has been demoted.
- The proposed property is substantially larger than is reasonably required by the existing tenant or tenants.
- The letting would conflict with the objects of the charity
- The property is for a person with special needs and no-one in the household has those needs.

All refusals should be confirmed in writing, and a list of alternative housing providers should also be provided to the applicant.

#### **11.0 Transferring tenants – rent arrears**

We will refuse to allocate a property to an existing tenant(s) where there are rent arrears unless the arrears and any other outstanding debts are paid off either in full (if less than £250) or where a repayment arrangement has been met for at least 13 consecutive weeks. Where a suspended possession order or postponed possession order is in place, we may consider a transfer provided the rent arrears and outstanding debts are paid.

We will in exceptional circumstances, consider an application to transfer to another property without full payment of the arrears or debt. Under these circumstances it is expected that an applicant would be transferring as part of an emergency move only. Each case would be dealt with on its own merits and approval would be required from a member of the Senior Management Team (SMT).

## 12.0 Former Tenants - Rent Arrears

We will refuse to allocate a property to a former tenant(s) where there are outstanding rent arrears unless the arrears debts are paid off either in full (if less than £250) or where a repayment arrangement has been met for at least 13 consecutive weeks.

## 13.0 Overcrowding

We will give priority to those who are overcrowded where evidence of this can be provided as part of the application process.

## 14.0 Under Occupation

We will offer priority to those who are living in properties too big for their housing needs and we may offer incentives to address under occupation in order to prevent rent arrears from accruing due to under occupation charges/Housing Benefit short fall (Bedroom Tax).

Action will not knowingly allow under occupation, unless the applicant can evidence long term financial means to meet rent payments including under occupation charges. Where applicants are in employment, Action will require evidence of salary for at least 3-6 Months out of the last 12 Months.

## 15.0 Property Sizes/bedroom Standard

We will offer the applicant a choice of property sizes to ensure that they are able to afford and maintain the tenancy.

Single person or couple	1 Bed
Single person or couple with 1 child or confirmed pregnancy	2 Bed
Single person or couple with 2 children	2 Bed or 3 Bed
Single person or couple with 3 children	3 Bed or 4 Bed
Single person or couple with 4 or more children	3 Bed or 4 Bed
Single person or couple with 5 or more children	5 Bed or 6 Bed

We will expect that:

- Each married or cohabitating couple will have a separate bedroom.
- Young persons 16 years and over will have a separate bedroom.

We will permit a bedroom to be shared by:

- Persons 10 years or under of age of the same sex
- Children under the age of 10 years regardless of sex.

We will not permit:

- Children who are 10 years of age and over and are of different sexes to share a bedroom.

We will take into account the need for an additional bedroom where:

- The applicant receives support from carers who do not reside with them but need to stay overnight
- The applicant is a prospective foster carer or adoptive parent(s)
- There are medical requirements

- The applicant has formal shared care of a child or children.

#### **16.0. Tenancy Fraud**

We will request references from previous landlords and confirm the information provided in the application before we offer a property.

We will ask for photographs and National Insurance numbers of all tenant(s) these are to be provided on sign-up or prior.

We will not allocate a property unless we have received at least one form of identification for the applicant.

#### **17.0 Local Lettings policies/arrangements**

We will adopt local lettings arrangements in order to prevent or reverse social conditions in an area threatening the housing rights of most residents or the value of the stock or to address a particular social condition and support a sustainable community, for example where there is a high level of support needs in a scheme.

We will work with Local Authorities to allocate our housing stock, in line with agreed nominations agreements. In some areas this will equate to 100%.

#### **18.0 Offers**

We will make offers of accommodation in line with local authorities' nomination and choice-based letting agreements where they are in place.

Offer letters will be sent to the applicant.

All offers will be signed off by the Tenancy Services Manager before sign up can be arranged.

#### **19.0 Appeals**

We will operate an appeals process for applicants or potential applicants who wish to have a decision reviewed.

#### **20.0 Tenancy start dates/sign up dates**

All tenancies will begin on a Monday, in line with the tenancy agreements.

If a sign up takes place on a Monday for example the tenancy will start on that same day.

If a sign up takes place on Monday, Tuesday or Wednesday (am) the tenancy start date will be backdated to Monday of that same week. If a sign up takes place on a Wednesday 12:00 noon onwards, Thursday or Friday, the tenancy will start on the following Monday.

See table below for further clarification:

Day of sign Up	Sign up time	Tenancy start date
Monday	Am or Pm	Monday of the same week
Tuesday	Am or Pm	Monday of the same week
Wednesday	Up to 11:59 am	Monday of the same week
Wednesday	After 12:00	Monday of the following week
Thursday	Am or Pm	Monday of the following week
Friday	Am or Pm	Monday of the following week
Saturday	Am or Pm	Monday of the following week
Sunday	Am or Pm	Monday of the following week

Applicants may be allowed to move into the property prior to the tenancy start date (over a weekend for example) provided they have signed a tenancy agreement.

#### **21.0 Sign up pack**

Staff must complete a sign up checklist with the applicant and complete all other relevant paperwork in the sign up pack once a sign up has been arranged.

#### **22.0 New tenant Visits**

All new tenants will be visited by a Housing Officer within one month and after three months and 10 months of the tenancy commencement date. During this visit the Housing Officer will complete a full tenancy review ensuring that the tenancy is running smoothly.

#### **23.0 Tenancy End dates**

All tenancies will end on the nearest Sunday after the relevant tenancy agreement notice period.

For example if a tenant wishes to give four weeks notice to end their tenancy, they would need to give four weeks notice to end on the nearest Sunday, i.e. If they gave four weeks notice on the 5<sup>th</sup> August 2015, their tenancy would end on Sunday 6<sup>th</sup> September 2015 which would be four weeks to the nearest following Sunday.

#### **24.0 Equality**

We will make decisions on allocations in accordance with the requirements of the Equality Act 2010.



## **25.0 LIST OF RESOURCES AVAILABLE ON THE INTRANET**

Sign up checklist  
Applicant Telephone Interview Form  
Tenancy Approval Form  
Financial Assessment  
Photo Consent form  
Reference Request Form  
Home Visit Assessment  
Standard Offer Letters  
New Tenant Visit Form

## Sign up Checklist

Employee conduction sign up	
Sign up date	
Tenancy start date	
Type of tenancy	

Applicant and property details			
Applicant name		Joint applicant name if applicable	
Address of property			
Property key		Tenant key	

Rent & other charges – complete A or B below, then C & D				Tick	
<b>A – 1 weeks rent in advance</b> (or 1 month for monthly tenancies)					
Amount Paid £		Method of payment			
Has a standing order been completed				Yes	No
<b>B– Payment plan (if full rent can/cannot be paid)</b>					
Amount Paid £		Method of payment			
Authorisation code		Future method of payment			
Has a payment plan agreement been signed?				Yes	No
If no – do not proceed without approval from Tenancy Manager					
<b>C – Have you issued a rent card?</b>				Yes	No
Card Reference number					
<b>D – Has a housing benefit claim been completed?</b>				Yes	No

Identity confirmation				Tick	
Identity of the tenant(s) and household members verified, including their national insurance number?					
Non EU citizens – immigration status documents checked and verified					
Have passport sized photographs been provided of each tenant?				Yes	No
If no please complete the below declaration:					
To minimize fraud, we require a photograph of each tenant in our properties. Where no photograph has been supplied, an Action employee will take your picture on your behalf.					
As with any other personal information, this image will be used for the purpose of managing your tenancy and in some cases may be disclosed to third parties for the purpose of the prevention and detection of crime.					
I confirm that I have read these conditions and understand their content:					
Tenant print		Joint tenant print			
Tenant sign		Joint tenant sign			

Contacts – select your preferred methods of contact						
Telephone		Letter		Email		Face-to-face
Preferred language (if other than English)						
			Applicant		Joint applicant	
Spoken						
Written						

### **Applicant telephone interview form**

Name of applicant		
Property being considered for		
Application number		
Date of birth		
Mobile number		
Alternative telephone number		
Applicant's NI number		
Joint applicant NI number (if applicable)		
Can you confirm you are still living or using as a contact address the address listed on your applicant form?	<b>Yes</b>	<b>No</b>
<b>If no, please complete a new applicant form before proceeding</b>		

Please confirm the details of all people to be rehoused:			
Name	Date of Birth	Gender	Add/Delete
Do you have any pets?			<b>Yes</b> <b>No</b>
If yes, please provide details: <span style="border: 1px solid black; display: inline-block; width: 150px; height: 1.2em; vertical-align: middle;"></span>			

1 week's rent is required at sign up for any property Action will offer you. How do you intend to pay this?

Please provide your address history for the last 5 years, starting with your most recent				
Address	landlord	From	To	Add/Delete
Did you have any rent arrears in any of the above properties				<b>Yes</b> <b>No</b>
If yes, please provide details: <span style="border: 1px solid black; display: inline-block; width: 150px; height: 1.2em; vertical-align: middle;"></span>				
Do you consent to us contacting your previous landlords as detailed above?				<b>Yes</b> <b>No</b>
Were you reported for any anti-social behaviour previously in any of the above properties?				<b>Yes</b> <b>No</b>
If yes, please provide details: <span style="border: 1px solid black; display: inline-block; width: 150px; height: 1.2em; vertical-align: middle;"></span>				

Please provide the following information:		
Do you have any medical problems?	<b>Yes</b>	<b>No</b>
If yes, please provide details: <span style="border: 1px solid black; display: inline-block; width: 150px; height: 1.2em; vertical-align: middle;"></span>		
What are the reasons you are moving? How will a move help you? <span style="border: 1px solid black; display: inline-block; width: 150px; height: 1.2em; vertical-align: middle;"></span>		
Will you need additional support to help you sustain your tenancy?	<b>Yes</b>	<b>No</b>

If yes, please provide details:		
Do you receive support from a Support Worker?	Yes	No
Do you consent to us contacting your Support Worker?	Yes	No
If yes, please provide details:		
Do you have any criminal convictions?	Yes	No
If yes, please provide details:		
Do you consent to us contacting the probation service and or the police about you?	Yes	No
If yes, please provide details:		
Please provide any other information to support your application for housing with action:		

Is a home visit required on the application due to any of the following circumstances:		
Under 18 and requires a guarantor	Yes	No
Never lived independently before	Yes	No
Has a Social Worker or Support Worker	Yes	No
Has declared criminal convictions	Yes	No
Is involved with any other agencies	Yes	No
A gap in housing history	Yes	No
Is living or has lived in temporary accommodation	Yes	No
Has former tenant arrears	Yes	No
Has a history of harassment or anti-social behaviour	Yes	No
Has been affected by domestic abuse	Yes	No
Is an asylum seeker	Yes	No
Any other reason: please provide details		

Confirmation of data			
I confirm that the above information is correct at the date of completion.			
Employee Print		Applicant Print	
Employee Sign		Application Sign	

### Tenancy agreement approval form

Name of tenant/s	
Tenant key	
Property address	
Property key	
Tenancy start date	

Under occupying?	Yes	No	
If yes, by how many bedrooms	1	2	3      4

Previous tenancy details	Allocation route
Living with family/friends	Transfer
No fixed abode	Direct applicant
Hostel/Agency	Nominal/CBL
Private rented	Other
Rented through another registered social landlord	
If previous tenancy held, what type?	

New tenancy type	
Starter tenancy	Licence agreement (Protected)
Assured shorthold	Licence agreement (Excluded)
Equitable (Tenancies to minors)	

Pre tenancy checks	
Please remember to attach all relevant documents to this form	
Shortlist with bypass reasons	Completed application form
Financial assessment	Telephone interview
Proof of income (welfare benefits, tax credits, salary/wages, bank statement, other)	Identity check (passport, birth certificate, driving licence, proof of current address)
Immigration status (passport, home office paperwork, residence permit with definite leave to remain)	Landlord reference

Approval	
I confirm that the letting has been made in accordance with the procedure and the property has been let to the highest ranked applicant	
If not, please provide the reason/s why:	
Employee - Print	
Employee Sign	
Tenancy Manager Authorisation	

### Financial assessment form

<b>SECTION 1: Your details</b>	
Name	
Address	
Name of joint applicant/spouse/civil partner/co-habiting partner	
Their relationship to you	

Please provide below details and evidence of all the income you and your joint tenant/spouse/civil-partner/co-habiting partner receive for the following:

SECTION 1: Your income					
	You			Your partner	
Income support/Job seekers allowance	£	per	N/A	£	per N/A
Incapacity benefit	£	per	N/A	£	per N/A
Employment & support allowance	£	per	N/A	£	per N/A
Total pension credit (guarantee + savings credit)	£	per	N/A	£	per N/A
Gross income from work (before any deductions)	£	per	N/A	£	per N/A
Retirement pension	£	per	N/A	£	per N/A
Occupational/Private pension	£	per	N/A	£	per N/A
Widow's pension	£	per	N/A	£	per N/A
Working tax credit	£	per	N/A	£	per N/A
Child tax credit	£	per	N/A	£	per N/A
Disability living/Attendance allowance	£	per	N/A	£	per N/A
Child maintenance payment	£	per	N/A	£	per N/A
Rent from business/residential/holiday lettings	£	per	N/A	£	per N/A
Other - please specify:	£	per	N/A	£	per N/A

Please provide below details and evidence of the total capital for you and your joint tenant/spouse/civil-partner/co-habiting partner receive for the following:

SECTION 2: Your capital					
	You			Your partner	
Savings in bank/building society or other	£	per	N/A	£	per N/A
Bonds/ISA's	£	per	N/A	£	per N/A
Stocks/Shares	£	per	N/A	£	per N/A
Other investments	£	per	N/A	£	per N/A



Equity in property	£	per	N/A	£	per	N/A
Other - please specify:	£	per	N/A	£	per	N/A

Please provide below details and evidence of the total capital for you and your joint tenant/spouse/civil-partner/co-habiting partner receive for the following:

SECTION 3: Your capital						
	You			Your partner		
Savings in bank/building society or other	£	per	N/A	£	per	N/A
Bonds/ISA's	£	per	N/A	£	per	N/A
Stocks/Shares	£	per	N/A	£	per	N/A
Other investments	£	per	N/A	£	per	N/A
Equity in property	£	per	N/A	£	per	N/A
Other - please specify:	£	per	N/A	£	per	N/A

Please provide below details and evidence of you and your joint tenant/spouse/civil-partner/co-habiting partner's outgoings. These are your additional outgoings on top of what you would constitute normal day to day costs. Payments such as; mortgage/rent payments, utilities; phone, TV, mobile, petrol, food, etc. are your day to day expenses, therefore you do not need to include these. **Please note: If you have had any debt written off by a debt relief company or bankruptcy order's cannot be included in the below.**

SECTION 4: Your outgoings						
	You			Your partner		
Individual voluntary arrangement (IVA)	£	per	N/A	£	per	N/A
Income payments agreement (Bankruptcy)	£	per	N/A	£	per	N/A
Child maintenance payments	£	per	N/A	£	per	N/A
Loan repayment (including student loans)	£	per	N/A	£	per	N/A
Credit card/Store card	£	per	N/A	£	per	N/A
Other - please specify:	£	per	N/A	£	per	N/A

#### Summary

Total outgoings £ per

Total income £ per

Total disposable income remaining £ per

Is it reasonable to make offer based on affordability Yes / No

( Applicants will not be refused for affordability reasons alone, however their financial circumstances will be taken into account in order to ensure that they are able to maintain a tenancy long term )



### Tenant(s) Photograph Consent Form

To prevent fraud, Action require each tenant to provide a current photograph that will be held on their tenancy file for staff reference purposes only. If you do not supply a photograph, a member of Action staff, can take a photograph on your behalf.

Please read through and sign the following declaration:

- I confirm that I give permission for Action to use photograph(s) for staff reference only.
- I acknowledge that my photograph(s) will only be stored on my tenancy file and no further copies will be stored.
- I will make no further claim against Action or its agents for any authorised use of the photograph(s).
- I have read these conditions and understand their content.

Under the 1998 Data Protection Act, your rights include:

1. In accordance with principle 2 of the Act, your photos will not be used for any other purpose without your further consent.
2. In accordance with principle 4 of the Act, your personal data will be accurately maintained and kept up to date.

Tenant print name	
Tenant sign name	
Date	
Tenant address	
Employee print name	
Employee sign name	
Date	

## Current & previous landlord checklist

### Private & Confidential

Applicant's name			
Applicant's former/current address			
Tenancy started			
Tenancy ended			
Has the applicant been evicted from your organisation?		Yes	No
If yes, on what grounds?:			
Has the applicant been subject to an injunction or court order during the previous 12 months preventing them or a member of their household from causing noise nuisance or harassment to their neighbours?		Yes	No
If yes, please provide details:			
Has the applicant been subject to a notice of intent to seek possession in the previous 12 months on the grounds other than rent arrears?		Yes	No
If yes, on what grounds?:			
Have you received complaints from two or more neighbours of noise nuisance caused by the applicant or a member of their household in the previous 12 months?		Yes	No
If yes, please provide details:			
Has the applicant or a member of their household ever been violent or threatened violence towards a member of your staff?		Yes	No
If yes, please provide details:			
Does the applicant or a member of their household have a drug related problem which has manifested itself in anti-social behaviour or illegal behaviour in the last 12 months?		Yes	No
If yes, are re-chargeable repairs outstanding?		Yes	No
Is the applicant in rent arrears?		Yes	No
If yes, by what amount: £			
If yes, is a court order in force?		Yes	No
Has the applicant made regular payments over the previous 13 weeks to substantially reduce their arrears?		Yes	No
If yes, please provide details:			
Does the applicant have former tenancy arrears?		Yes	No
If yes, by what amount: £			
Please provide any further comments below:			
Print name		Sign name	
Date		Organisation name	
Address:			

### Home visit & needs assessment form

Application number			
Address shortlisted for			
Date visited			
Attendees – people present			
<b>Type of vulnerability identified</b>			
Older person with support needs	Offenders at risk of reoffending		
Mental health problems	Young people leaving care		
Learning disabilities	Domestic Abuse		
Alcohol problems	Teenage parent/s		
Single homeless support needs	Homeless family		
Refugee	Rough sleeper		
Drug problems	Unable to furnish property		
First tenancy	Other – please provide further details:		
<b>Personal details</b>			
Title (e.g. Mr, Mrs, etc)		Gender	
Forename(s)		Surname	
Date of birth		National Insurance number	
Age at date of application		Preferred method of communication	
If under 18 – please provide details of guarantor including name, address and telephone number			
<b>Current &amp; previous address details</b>			
Current/contact address		Length of time at this address	
		Email address	
		Telephone number	
		Reason for leaving	
Previous address		Length of time at this address	
		Reason for leaving	
Previous address		Length of time at this address	
		Reason for leaving	
<b>What type of accommodation were you in previously?</b>			
Council rented	Name of local authority		
Council temporary accommodation	Name of local authority		
Housing association rented	Private rented		
Living with relatives	Owner occupied		
Other – please provide further details:			

Have you ever been a tenant of Action before?		Yes	No		
If yes, please provide further details:					
What type of accommodation is your current home?					
Type of property	Number of bedrooms	General needs	Other – please specify		
House	Studio	Alarm			
Bungalow	1 bed	Sheltered			
Flat	2 bed	Extra care			
Hostel	3 bed	Lifeline installed			
B&B	4 bed				
Details of any adaptations:					
What is your current economic status?					
Employed full time (more than 24 hours per week)	Income £ Weekly/Monthly	Number of hours worked per week			
Employed part time (less than 24 hours per week)	Income £ Weekly/Monthly	Number of hours worked per week			
Long term sick/Disabled		Government training scheme (new deal)			
Job seeker		Child under 16			
Retired		Not seeking work			
Volunteer (unpaid)		Currently pregnant/Expected due date			
Full time student		Other			
Please give the name of your employer/educational establishment					
Please give the contact details for your employer/educational establishment (contact name, address, email address, telephone number)					
Current or former rent and or council tax arrears					
Type	Yes	No	Amount (£) and repayment agreement details		
Council tax					
Rent					
Who else do you live with?					
Person	Age	Sex	Relationship to you	Economic status (as detailed in previous section)	Will they be moving with you?
Please provide your medical information below:					
GP's Name			GP's Telephone number		
GP's address					

Do you have any medical problems/illnesses?		Yes	No
If yes, please provide further details, including any medication you are taking:			
Do you have any disabilities?		Yes	No
If yes, please provide further details:			
Do you have any communication difficulties? (e.g. dyslexia, illiteracy, English as a second language, etc.)		Yes	No
If yes, please detail:			
Do you have any of the following disabilities?			
Mobility/wheelchair	Mental health problems		
Visual impairment/blindness	Progressive disability (MS, cancer, etc.)		
Learning disabilities	Do not wish to disclose		
Other – please specify			
Please provide details of any aids you use and when you use them			
Do you have a mobility scooter?			
Are you involved with any of the following professionals/agencies			
Job Title	Name	Address	Phone Number
Care Management (social services) Social Worker			
Community Psychiatric Nurse			
Probation Service or Youth Offender Teams			
Drug Interventions Programme (DIP)			
Tenancy Support Worker/Project Worker			
What support do these agencies provide for you? (I.e. Tenancy support, counselling, mental health, drug and or alcohol support, home care, meals on wheels, lunch clubs, assistive technology, social work, etc...)			
Agency	Support provided	Frequency	
Have you ever been involved in anti-social behaviour history?			
Question	Yes	No	Pending
Have you ever caused nuisance and or harassment to your neighbours?			
Are you subject to requirements of an anti-social behaviour order or injunction?			
Are you subject to requirements of an acceptable behaviour contract? (ABC)			
Have you ever displayed anger or aggression towards			

your neighbours and/or staff working with you?				
Have you ever been a victim of anti-social behaviour and/or harassment from neighbours?				

**Do you have any history of offending?**

Question	Yes	No	Details
Are you under licence or service the remainder of a sentence in the community under supervision of the probation service?			
Are you subject to a probation order or have you been subject to a probation order in the past two years?			
Are you subject to a community service order or have you been subject to a community service order in the past two years?			
Are you subject to a multi agency public protection arrangement? (MAPPA)			

**Do you have any history of offending?**

Question	Yes	No	Details
Are you under licence or service the remainder of a sentence in the community under supervision of the probation service?			
Are you subject to a probation order or have you been subject to a probation order in the past two years?			
Are you subject to a community service order or have you been subject to a community service order in the past two years?			
Are you subject to a multi agency public protection arrangement? (MAPPA)			

**Do you need support in any of the following areas to be able to sustain your tenancy?**

Question	Yes	No	Details
Advice/support to maximize your income? (including welfare benefits)			
Help/support/advice in managing your finances?			
Advice/support to fill in housing benefit forms or other benefit forms?			
Advice/support with any			



substance misuse issues?			
Advice/support to manage your mental health?			
Advice/support to maintain your tenancy and avoid eviction?			
Advice/support to keep within any rules set out by any orders you are subject to? (e.g. probation/statutory orders, previous offences, ABC, ASBO)			
Advice/support to look after your home or the things in your home? (e.g. reporting repairs, etc.)			
Advice/support to furnish your home?			
Advice/support to keep your home secure?			
Advice/support on affording the rent in the proposed property?			
Would aids and adaptations help you to maintain your tenancy?			
Would you be willing to accept support with the issues identified if it is offered?			
Are there any cultural issues you would like us to be aware of whilst visiting you in your home?			
Is there anything else you would like to inform us about?			
<b>I declare that the above information is correct at the time of completion</b>			
Print name of applicant		Signature of applicant	Date
Print name of Housing Officer		Signature of Housing Officer	Date
Print name of third party attendee & relationship to applicant		Signature of third party	Date
Application Accepted			Yes No
If no, please provide reason for refusal:			



Our Reference: TT/XX

DATE

ADDRESS  
ADDRESS  
ADDRESS  
POST CODE

Dear NAME

**RE: OFFER OF ACCOMMODATION MADE UNDER PART VII HOUSING ACT 1996**

Address:	
Property Type:	
Rent	£xxx.xx per week/month

I am pleased to be able to offer you the above home in discharge of TOWN/CITY NAME Council duty under the above legislation, which is considered suitable to meet your housing needs. This means that as this property is considered a suitable offer of housing, if you refuse this offer, no further offers of accommodation will be made.

If you refuse this offer your priority award may be cancelled. If you are in interim accommodation you will be contacted to notify you when you will have to leave the interim accommodation address.

You have the right to request a review of the suitability of this offer or accommodation. **You can accept and move into this accommodation whilst a review request is considered.** If you wish to exercise this right you must contact your homeless officer within 21 days.

If you do request a review, you will be informed of the procedure for dealing with requests for reviews at that time. You may also wish to take professional legal advice.

Before determining if we can accept you as a tenant of Action, we will need to carry out a number of checks. Individual applicant's circumstances are taken into consideration. Our lettings policy is strictly adhered to at all times, therefore, please complete the enclosed application form.

I ask that you contact me immediately on receipt of this letter to confirm if you are interested in this offer of accommodation. My telephone number is 01709 821251 and our office is open Monday-Thursday 9am until 5pm, Friday 9 – 4 pm.

If you have any queries regarding this letter please do not hesitate to contact me.

Yours sincerely

**Housing Officer / Assistant Housing Officer**

Our Reference: TT/XX

DATE

ADDRESS  
ADDRESS  
ADDRESS  
POST CODE

Dear NAME

**RE: LOCAL AUTHORITY NOMINATION**

Address:	
Property Type:	
Rent	£xxx.xx per week/month

Your name has been passed to me by TOWN/CITY NAME City Council, for consideration for the above property.

Please contact me immediately on receipt of this letter to confirm if you are interested in this offer of accommodation. My telephone number is 01709 821251 and our office is open Monday-Friday 9am until 5pm.

Please complete the attached application form and return it to me in the pre-paid envelope provided.

If your circumstances have changed recently, or you no longer wish to be re-housed, please let me know as soon as possible.

In any case if there is no reply to this letter by DATE (2 working days) then we will assume that you have been re-housed and this offer will be withdrawn.

I look forward to hearing from you.

Yours sincerely

**Housing Officer / Assistant Housing Officer**

Our Reference: TT/XX

DATE

ADDRESS  
ADDRESS  
ADDRESS  
POST CODE

Dear NAME

**RE: PROVISIONAL PROPERTY OFFER**

Property being considered for:	
Property Type:	
No of bedrooms:	
Floor Level:	
Rent	£xxx.xx per week/month
Tenancy Type:	

Thank you for your application for housing with Action. We are carefully considering you for the above property, which will be available to let soon. Therefore, we would like to invite you to attend an interview to discuss a possible offer of obtaining a tenancy with us.

Please call our tenancy team on 01709 821251 to arrange an interview. Our office is open Monday- Friday 9am until 5pm.

If you do not wish to be considered for this property, please contact us within two working days of receipt of this letter, so that we can keep you on our waiting list. If we do not hear from you, your application for housing with Action may be cancelled.

Please bring these items with you to the interview:

- Proof of your identity such as your passport, drivers licence or birth certificate
- Proof of your national insurance number
- Details of current income such as a pay slip or bank statement
- Details of where you live now, such as your rent book or council tax bill
- Reference (from Current or previous landlord)
- If you are self employed, we will need to see your trading accounts for the previous year

Please note, as we are not formally offering you a property at this stage, other applicants have also been made aware of this property, to ensure we let the property quickly.

If we offer you this property and you accept, you will be expected to pay one week's rent when you sign for the property. We will discuss payment options with you during the interview.

Action is a registered Charity and as such we aim to let our properties to people on low incomes. Therefore we are required to conduct a financial assessment check before we can confirm any property offers. If we do not offer you a tenancy for this property, we may be able to consider you for a similar alternative.

I look forward to hearing from you.

Yours sincerely

 **Housing Officer / Assistant Housing Officer**

## NEW TENANT VISIT FORM

(Note: Remember to take a Rent Statement)

NAME(S):  
ADDRESS:  
TEL NUMBER: .....

NOK DETAILS: .....

TENANCY START DATE: .....  
TENANCY TYPE: .....

DATE OF VISIT: .....  
OFFICER: .....

### PROPERTY DETAILS

Yes/ No

Occupied and Furnished

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

Electricity Supply On

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

Supplier: .....

Gas supply On

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

Supplier: .....

Full Gas Certificate completed and given to tenant

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

Are void repairs complete

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

Repairs outstanding or additional ones to report:

----------------------

### INSTRUCTIONS PROVIDED TO TENANTS

Yes/ No

Fixed appliances (i.e. Stair lifts, Oven Hobs, etc.)

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

Details: .....

Central Heating System

Storage Heaters	<input type="checkbox"/>	<input type="checkbox"/>
Location of Stopcock	<input type="checkbox"/>	<input type="checkbox"/>
Burglar Alarm code/s	<input type="checkbox"/>	<input type="checkbox"/>
Warden Call System	<input type="checkbox"/>	<input type="checkbox"/>
Door Entry System	<input type="checkbox"/>	<input type="checkbox"/>
Pets policy	<input type="checkbox"/>	<input type="checkbox"/>
Details .....		

**RENT ACCOUNT**

**Yes/ No**

Rent Account Number ..... Payment Method .....

Rent Balance .....

Are tenant's payments up to date ☐ ☐

Date Moved In .....

Has housing benefit been applied for? ☐ ☐

Has supporting people grant been applied for? ☐ ☐

Has a receipt of application been received? ☐ ☐

Has rent payment card been received? ☐ ☐

Has the Rent Arrears policy explained? ☐ ☐

Additional Rent Information/ Follow up Action

**INFORMATION ON SERVICES OFFERED BY ACTION**

**Yes / No**

Benefits Advice and/or Referral to Agency	<input type="checkbox"/>	<input type="checkbox"/>
Direct Debit/Giro Payments/All pay	<input type="checkbox"/>	<input type="checkbox"/>
Repair Responsibilities	<input type="checkbox"/>	<input type="checkbox"/>
Condensation Leaflet	<input type="checkbox"/>	<input type="checkbox"/>
Emergency repair contact details	<input type="checkbox"/>	<input type="checkbox"/>
Repairs time-scales/appointments	<input type="checkbox"/>	<input type="checkbox"/>
Office opening times and contact details	<input type="checkbox"/>	<input type="checkbox"/>
Out Of Hours service	<input type="checkbox"/>	<input type="checkbox"/>
Anti-social behaviour policy	<input type="checkbox"/>	<input type="checkbox"/>
Tenant participation brochure	<input type="checkbox"/>	<input type="checkbox"/>
Transfers and Mutual Exchanges	<input type="checkbox"/>	<input type="checkbox"/>

**Yes / No**

Is the Resident(s) happy with the Property/Services? ☐ ☐



Any support requirements identified/recommended

☐ ☐

Is any further Information/Action Required?

Yes / No

☐ ☐

Tenant(s) Signature: .....

Action Signature/Name: .....



## Rent Arrears Policy

HM-POL-02

Version Number: 2.0

Date: August 2018

Instruction Developed By: Operations Manager

Review Period: 3 years

Instruction Owned By: Head of Support

Review Date: August 2021

Instruction Authorised By: Exec

### List of Contents

1. Introduction
2. Scope of Policy
3. Policy Statement
4. Aims and Objectives
5. Policy Outline
6. Support for Customers
7. Recovery of Arrears
8. Use of Section 21 Notices
9. Use of Ground 8 possession proceedings
10. Former Tenancy Arrears
11. Complaint
12. Performance monitoring
13. Monitoring and Review

### 1. Introduction

Debt recovery is an organisational priority and it is important that all staff see it as such. This is applicable before, during and after a tenancy at Action, including those both in general needs and supported housing. Other policies, procedures and training guides to be read in conjunction with this policy are:

- HM-PR-05 - Rent Arrears Procedure
- HM-PR-06 - Former Tenant Arrears Procedure
- HM-PR-07 - Service Charge Arrears Procedure
- HM-PR-08 - Procedural Guide to Rent Account Checks
- HM-PR-09 - Procedural Guide to Housing Related Benefits
- MyTenancy Training Handout
- Useful report for rent account work
- How to access Pyramid online training

### 2. Scope of Policy

This policy sets out the approach Action will take in managing its rent arrears and occupancy charges, as well as service charges for rented properties.

It applies to all current and former tenants, including those both in general needs and supported housing.

### **3. Policy statement**

Action aims to reduce the amount of rent and service charge arrears owed by customers. We will apply this policy consistently and fairly and will ensure that at all times we act in a reasonable manner, and that our actions represent a necessary and proportionate response.

We will ensure that our approach represents current good practice and meets all legal and regulatory requirements. We will monitor performance to ensure that this continues to be the case.

### **4. Aims and objectives**

The aim of this policy is to ensure that all members of Action work effectively to manage rent and service charge arrears by:

- Working with customers to prevent arrears developing and to enable them to maximise their income
- Offering a number of alternative ways for customers to pay their rent and service charge
- By developing early intervention tools help customers sustain their tenancies, such as making early contact through texting, and support visits
- Using appropriate legal remedies where needed. Where it is necessary, and proportionate to do so, we will seek legal possession of a property where other methods have failed to ensure payment.

Procedures are in place to support this policy. Relevant staff will receive training to enable them to apply the procedures to prevent our customers falling into arrears by supporting them to pay their rent and manage their incomes.

### **5. Policy Outline**

**How will Action and its employees prevent arrears?:**

- We will ensure that at the start of a new tenancy, relevant staff will offer appropriate advice to signpost customers to claim appropriate welfare benefits, including an assessment of benefit entitlement where possible.
- We will ensure that tenancy conditions are fully explained
- We will ensure that our customers are made aware of the potential consequences of not paying rent or service charges.
- In view of the introduction of Universal Credit, where there are eight weeks gross arrears, we will request that costs are paid directly to the landlord through Alternative Payment Arrangement (APA)
- We will endeavour to make customers aware of organisations that can assist with maximisation of their income. We will do this through key working sessions for supported housing customers and individual meetings in our general needs accommodation.

## **6. Support for customers**

Where a customer is identified as having a potential vulnerability or support need, which may affect their ability to pay rent and service charge, we will ensure that these needs are fully considered and we will signpost them to sources of support.

We will ensure that all information is written in plain English and we will provide interpreters where a customer's first language is not English.

## **7. Recovery of arrears**

- Where possible Action staff will make early personal contact with all customers whose accounts fall into arrears to make arrangements to clear outstanding debt.
- We will work with all customers who are in arrears to offer a financial assessment, so that affordable arrangements are put in place to repay these. We will also make them aware of other possible sources of support and assistance.
- Rent arrears recovery will be based on a preventative approach, with a staged escalation process. Where necessary, however, Action will take appropriate legal action in order to recover rent and service charge arrears.
- We will ensure that a comprehensive record is kept of all action taken and contact made with customers who fall into arrears and will ensure data is handled in accordance with the data protection policy.

## **8. Use of section 21 notices**

A number of tenancies let by Action will be on an assured shorthold tenancy. Not earlier than four months, Action may choose to serve a section 21 notice. The reason for using a Section 21 notice will be similar to the use of a Ground 8 possession proceedings listed below.

The Rent Arrears Procedure outlines when a section 21 notice will be served by Action.

## **9. Use of Ground 8 possession proceedings**

In most cases discretionary grounds for possession will be used by Action, which enables courts to decide whether possession is reasonable and proportionate to the circumstances of each case. The mandatory rent arrears Ground 8 will only be used in the circumstances outlined in this policy. Any decisions to use ground 8 must be authorised by the Senior Housing Officer.

The circumstances in which Action would consider use of ground 8 proceedings are as follows:

- The customer has arrears of at least eight weeks full rent or more.
- There is a persistently poor payment history, which has resulted in the arrears subsequently increasing with a high risk that the debt issue will not be resolved.
- The customer has not engaged in or refused attempts at personal contact, or has failed to engage with support, and has not made a reasonable offer to settle the arrears owed.

- There is no Housing Benefit Claim outstanding or any reasonable expectation of Housing Benefit being paid, and this has been confirmed by the Local Authority.
- Use of ground 8 is proportionate and reasonable in the circumstances of the particular case.
- The customer is deemed to be a “protected party” under the civil procedure rules due to lack of capacity or is known to be vulnerable.
- During the Notice period we will make every reasonable effort to contact the customer to establish their circumstances and assist them to claim any benefits they may be entitled to, or to seek independent assistance from appropriate agencies.
- We will aim to agree a reasonable settlement with the customer to clear the rent arrears with an affordable payment plan and explain the potential consequences if eight weeks arrears are outstanding at any court hearing.

#### **10. Former Tenancy Arrears**

Action's Former Tenancy Arrears procedure ensures that Action is able to recover former tenancy arrears, in a way that both reflects best practise and offers a robust approach to recovery of such arrears.

#### **11. Complaint**


Where a customer is unhappy with the way in which their case has been handled by Action, they may appeal in accordance with the complaints and compliments policy.

#### **12. Performance monitoring**

We will monitor performance on income collection and rent arrears and will report this to the board and executive team.

#### **13. Monitoring and review**

This policy will be reviewed every three years or on the introduction of new legislation or best practise, whichever comes sooner.

		<b>Anti-Social Behaviour</b>  <b>HM-POL-06</b>  Version Number 3.0
<b>Date:</b> June 2017	<b>Instruction Developed By:</b> Operational Manager	
<b>Review Period:</b> 3 years	<b>Instruction Owned By:</b> CEO	
<b>Review Date:</b> June 2020	<b>Instruction Authorised By:</b> SMT	

## 1.0 Policy Statement

- 1.1 We will not tolerate behaviour which we deem to be ASB. This will include behaviour caused by our customers, as well as behaviour caused by non-customers that is having an impact on our housing management function.
- 1.2 We adopt a risk based approach to dealing with ASB and aim to keep the victim/s at the centre of our action. We will be ultimately responsible in deciding whether something is ASB, how it is to be categorised and the action that should be taken, however we will do this taking the victim/s wishes into account, where appropriate and reasonable.
- 1.3 We aim to take action quickly and decisively
- 1.4 We will adopt a professional and objective manner throughout our ASB investigations

## 2.0 Definition of ASB

- 2.1 We adopt the following definition of ASB,  
"Conduct capable of causing housing related nuisance or annoyance to any person"
- 2.2 In some instances, domestic abuse may also satisfy the definition of ASB (e.g. If the incidents of domestic abuse are being heard by neighbours and causing them a nuisance). See Domestic Abuse Policy.

- 2.3 This policy applies to all types of properties we own or manage, whether subject to licences or tenancy agreements
- 2.4 We consider threatening, abusive or any other inappropriate behaviour towards staff and contractors as ASB and will follow the ASB policy and procedure in relation to any such matters.

### **3.0 Examples of ASB**

- 3.1 We understand that ASB relates to the way it makes someone feel, rather than the actual action itself. Due to this, it is impossible to provide an exhaustive list of behaviours that we consider to be ASB. Examples are likely to include:
- Foul and abusive language or threats of violence/actual violence
  - Using a property for illegal or immoral purposes (e.g. Drug dealing/cultivation)
  - Hate Crime
  - Noise nuisance
  - Pet and animal nuisance
  - Graffiti
  - Criminal damage
- 3.2 There are some behaviours that we do not class as ASB. This is based on the circumstances of each case in turn but is likely to include:
- Noise that is generated by everyday living, such as walking across floors, infrequent slamming of doors etc.
  - Carrying out home improvements at reasonable times of the day and for a reasonable period of time
  - Cooking smells
  - The use of unallocated parking
- 3.3 As a general rule we will not categorise minor disputes between neighbours as ASB. We understand that not everyone is going to get on with their neighbour but see this as the responsibility of our customers to manage. Exceptions will be where there is a clear victim and perpetrator and/or the issues are particularly serious and/or the issues between the parties are causing ASB for others in the community who are witnessing the events.



- 3.4 When deciding on whether something is ASB we will consider the impact of the behaviour as well as the behaviour itself. This means that cases with similar behaviour reported may not have the same outcome. We will use factors such as the harm caused to the victim/s, the frequency of the behaviour etc., to determine how we categorise a complaint and our action.
- 3.5 Where we decide that behaviour is not ASB we will clearly explain the reasons why to the customer and provide any other advice that may be appropriate to the situation. We will not accept further complaints of the same nature from the customer.

#### **4.0 Categories of Behaviour**

- 4.1 We have two categories of ASB – “high-risk” and “general”
- 4.2 High-risk ASB includes the following:
- Threats of violence
  - Actual violence
  - Hate Crime
- 4.3 We will respond to incidents of high-risk ASB within 24 working hours of receiving the initial report
- 4.4 All other reports of ASB will be categorised as “general” and will be responded to within 3 working days of receiving the initial report

#### **5.0 Cross Tenure Issues**

- 5.1 We will become involved in a case of ASB where it affects our housing management function. This includes cases where the perpetrator is not a customer of ours but their behaviour is affecting our customers and/or our staff/contractors
- 5.2 In some situations, e.g., where the perpetrator is the tenant of another housing association, we may not be the best organisation to lead on a particular matter but will work in partnership to support their actions

#### **6.0 Expectations of Tenants/Customers**

- 6.1 All of our customers are subject to an occupation agreement (e.g. A tenancy)

agreement or license) which contains conditions relating to ASB and nuisance.

- 6.2 Our customers are responsible for the behaviour of themselves, any of their household members and any visitors to their property. This includes behaviour within the property and the local area. The customer is responsible whether they knew what their household member/s or visitor/s were doing or not.
- 6.3 Our customers are not allowed to behave in a foul, abusive, threatening or otherwise inappropriate manner towards our staff or contractors, whether in the property, local area, or anywhere else in the Country.

## **Working with Vulnerable People**

### **7.0 Victim/Witness Support**

- 7.1 We understand that victim support is very important when investigating incidents of ASB. We provide a range of services and responses to try and support victims as best as possible. They will be deployed where appropriate to each individual circumstances and may include (but are not limited to):
  - Risk assessing victims
  - Ensuring victims have a clear point of contact and that contact is maintained throughout the case
  - Setting out clear and realistic actions and timescales, that do not raise expectations unfairly or make promises
  - Considering installing physical safety measures, where these are available and appropriate
  - Making necessary referrals to external support agencies
- 7.2 Where a victim is required to attend Court as a witness, there may be additional measures that we can offer to support them through this process. These will be used where appropriate, available and wanted by the victim and may include (but are not limited to):
  - Presenting the evidence as hearsay (where it is reasonable and not detrimental to the strength of the case)
  - Arranging a pre-Court visit to allow the victim to familiarise themselves with the environment
  - Arranging transport and/or childcare to assist on the day of the hearing

- Paying for any loss of income due to Court attendance
- Keeping the victim fully updated post-Court

## **8.0 Support for Vulnerable Perpetrators**

- 8.1 We understand that some perpetrators of ASB may have vulnerabilities and that by addressing these it could help to resolve the issues of ASB
- 8.2 We will consider the needs of the perpetrator at all stages of an ASB case. Where we consider that they may benefit from the support we will make referrals to any relevant support agencies
- 8.3 Often issues of vulnerability cannot be addressed by a single organisation. Where appropriate, we will refer the matter into a multi-agency forum so that the matter can be discussed with all relevant agencies.
- 8.4 It may be the case that the support that the perpetrator requires is not available or the perpetrator is not willing to accept it. Whilst we will continue to make referrals if appropriate, this will not stop us from taking necessary action to protect the victim/s. Referrals of support will be made in tandem with taking the relevant action needed to resolve the ASB issues.
- 8.5 If the support is available and accepted by the perpetrator, but the behaviour continues, we will continue to take action in line with our ASB procedure to best support the victim/s.
- 8.6 Before taking any form of legal action we will undertake a proportionality assessment to ensure that the action we are taking is done so fully informed of any vulnerabilities involved and is deemed to be a "proportionate means to a legitimate aim".

## **Taking Action**

We believe in taking fair and proportionate action that we believe has a realistic prospect of resolving the problems for the victim/s. We do not follow an incremental approach and will take whatever level of action is felt necessary based on the severity of the problems exhibited.

## **9.0 Preventative Action**

- 9.1 We will always try to prevent ASB from occurring in the first place. Steps that we will take (where appropriate and reasonable to do so) include:

- Undertaking effective pre-tenancy checks so we understand our customers, can house them appropriately and ensure that the current support is in place
- Having a clear and robust sign-up process which makes clear to the tenant the expectations placed upon them and the possible consequences should they not comply
- Sharing information with our partner agencies to identify possible risks at the earliest stage

## **10.0 Informal Action**

10.1 We understand that issues of ASB between parties can sometimes be best resolved through the parties talking to each other, rather than us intervening with more formal action and risk escalating the problems. Where it is appropriate to do so, we will encourage this approach. If we feel that a more structured and controlled process is required to facilitate this type of resolution, we may commission a mediation service to become involved.

10.2 Where it is not appropriate for the parties involved to try and resolve the matter informally, or attempts have been made but problems have continued, we have a number of actions that we may take to try and resolve the problems. Examples of these actions include:

- Sending warning letters
- Inviting the perpetrator to meet with us to explain the issues and possible consequences
- Asking the perpetrator to sign an Acceptable Behaviour Contract

## **11.0 Legal Action**

11.1 Whilst our aim is to sustain tenancies and support customers, we do recognise that legal action can be unavoidable, whether as a 1<sup>st</sup> response to a serious issue or an alternative once more informal methods have been tried.

11.2 We will use a range of legal powers to tackle ASB. We will look at each case in turn and determine which tools is most appropriate. Examples may include:

- Proceedings to end a tenancy or licence
- Applications for civil injunctions

- 11.3 In some circumstances we may recognise that our partners have more appropriate tools at their disposal (such as Criminal Behaviour Orders, Closure Orders etc.). In these circumstances we will work with our partners to support this action.
- 11.4 We will also consider the conduct of our customers as a whole. Should another order already be in place, such as a suspended possession order for rent or civil injunction for non-access, we may seek to vary these orders rather than make a new application.
- 11.5 We will consider the Equalities Act and Human Rights Act when taking legal action. We do so by completing a proportionality assessment. We will however take a balanced approach, considering the needs of the victim/s also.

## **Working in Partnership**

### **12.0 Multi-Agency Work**

- 12.1 We understand that many cases of ASB will require involvement of more than one agency in order to bring timely and effective resolution. We work with a number of different agencies, including but not limited to:
- Police
  - Environmental Health
  - Other housing providers
  - Children/Adults Services
  - Drug and alcohol services
  - Youth services
  - Probation/Youth Offending Team
  - ASB Helpline
- 12.2 We attend a number of multi-agency forums with other partners, in order to share information and deal with issues that affect us in partnership with others.

### **13.0 Information Sharing and Confidentiality**

- 13.1 We are signed up to information sharing protocols with Police, Probation Impact and MAPPA information sharing agreement.
- 13.2 We will ensure that we share all information within the parameters of this agreement and keep records of all information shared

- 13.3 We will ensure we comply with all requirements relating to how we receive information, store it and use it.
- 13.4 Should a complainant wish for their report of ASB to be kept confidential we will explain to them that this may seriously hinder our ability to investigate the matter. In some circumstances the perpetrator will recognise from the details of the matter who the complainant is. We will explain to the complainant the measures that we can put in place to support them, to encourage them to allow us to take action.
- 13.5 There is some information that may be shared with us that we cannot keep confidential. This would include information that relates to a criminal offence or which raises safeguarding concerns. Where appropriate to do so, we will advise the complainant why we have to share the information and who we will be informing.
- 13.6 During case investigations, we will balance the need to protect the confidentiality of the perpetrator with the need to reassure the victim/s that action is being taken.
- 13.7 Where we have taken legal action we will consider whether to publicise the action that we have taken. The benefits of doing so are to discourage our perpetrators, encourage reporting of ASB within our communities and ensure that an order can be properly managed. The decision to publicise will be made based on all circumstances known at the time.

## **Training and Service Development**

### **14.0 Continual Development**

- 14.1 We are committed to the development of our employees and the service and will ensure the following (where necessary, available and appropriate):
- Staff receive appropriate training and that this is an on-going commitment to take into account new legislation and best practice
  - Feedback is gained from stakeholders (particularly our customers) about the service that we have provided and that this feedback is used to shape future improvements/changes to our processes.

- that customers can access the organisations complaint process should they have concerns about the service received. Any outcome/recommendations from the complaint investigation will be considered for future reviews/amendments to this policy.

## **15.0 Responsibility and Review**

- 15.1 This document is the responsibility of the Operations Manager and will be reviewed every 3 years (unless a review is required sooner due to a significant change in legislation or best practice).





**Tenancy Warning & Eviction Policy &  
Procedure**

**HM-POL-09**

Version Number: 1

<b>Date:</b> 22 Feb 2016	<b>Instruction Developed By:</b> Tenancy Services Manager
<b>Review Period:</b> 3 Years	<b>Instruction Owned By:</b> Head of Housing
<b>Review Date:</b> 22 Feb 2019	<b>Instruction Authorised By:</b> Senior Management Team

<b>Page</b>	<b>Contents</b>
2	Tenancy Warning Policy
4	Tenancy Warning Process
9	Warning and Eviction Process flow charts
10	Roles and responsibilities
11	Best Practice when issuing Notice
12	Mental Capacity Guidance
13	Appendices

Action believes that everyone is entitled to a safe, peaceful and secure home and neighbourhood. Action is committed to taking strong and immediate action to tackle tenancy breaches and anti-social behaviour, and to working in partnership with clients/tenants, other agencies and where appropriate the Police to identify the causes and develop measures to prevent it from escalating or re-occurring.

Tackling tenancy breaches and anti-social behaviour is a priority for Action as well as for clients/tenants, members of the wider community and staff. Action is fully committed to dealing firmly, fairly and promptly with clients/tenants who breach the conditions of their tenancy or licence agreement.

Action will take positive action in conjunction with our partners to deal with disruptive tenants, and any other persons causing nuisance, annoyance or harassment in or around its estates or any of its dwellings.

Where tenancy breaches are being caused as result of support needs not being met (for example, people with mental health or substance misuse problems), Action will contact relevant agencies for intervention or support.

Action will work with other agencies (e.g. Youth Offending Teams, Police, Probation Services, Environmental Services and Social Services) to try to resolve the problem and support clients/tenants to address their behaviour in order to successfully sustain their tenancy long term.

Action will take a different approach to each individual case depending on how serious the tenancy breach is (e.g. such as issuing warnings against specified behaviour). The warning process is explained later in this policy document.

Clients/tenants will be kept informed of intended actions at each stage and will be given opportunities to change and demonstrate their continued improved behaviour at each stage.

If tenancy breaches continue following the warning process being exhausted, Action will explore a variety of legal remedies, such as: - Civil Injunctions, Criminal Behaviour Orders, Acceptable Behaviour Contracts, Pre-Legal Agreements, Community Agreements and issuing possession proceedings.

Action will only consider eviction proceedings as a last resort, if all other avenues available to them have been exhausted and if clients/tenants fail to address their behaviour and continue to breach the conditions of their Tenancy/licence agreement.

In cases where Action is not the legal owner of the property, any legal action will be carried out in agreement with the Landlord in line with the Management agreements that are in place with each Registered Provider, Private Landlord or Local Authority.

Acts of anti-social behaviour (such as neighbour disputes resulting from a clash of lifestyles and not involving violence - for example, a loud television set) will be dealt with in conjunction with Action's Anti-Social Behaviour Policy and Procedure.

Serious anti-social behaviour would be reported to the Police or other relevant agency. Serious cases could include:

- Harassment, including hate behaviour
- Violence or the threat of violence including domestic disputes.
- Damage to property or the threat of damage.
- Drug taking or dealing.
- Persistent threats or verbal abuse.

Action will not tolerate, and will take prompt and effective action against, all forms of anti-social behaviour.

Action operates a recharge policy to recover the costs of any damage caused to our properties by clients/tenants, and they will be recharged accordingly should this occur. Any deliberate damage caused will also be reported to the Police.

Action will make sure that clients/tenants fully understand what is considered to be a tenancy breach or anti-social behaviour by:

- Setting clear policies and service standards for managing tenancy breaches and anti-social behaviour.
- Having a robust and thorough tenancy/licence agreement that outlines tenancy rights but just as importantly tenancy obligations.
- Explaining the rights and obligations contained within the tenancy /licence agreement during the sign-up procedure for each new tenancy
- Explaining Action's Tenancy Breach & Eviction process and Anti-Social Behaviour policy in detail, and the standards of behaviour that are expected from Action's clients/tenants as part of the sign-up process
- Carrying out follow-up visits to all new clients/tenants to ensure that they understand their rights and responsibilities
- Where clients are in receipt of support services provided by Action they will be given the relevant level of advice and support required or be signposted to more appropriate services to meet their support needs in order to help them to address their behaviour to prevent further breaches.

- Stressing that clients/tenants are responsible for the behaviour of their family and visitors, and that action will be taken against them if their family or visitors cause any issues.
- Making it clear to parents that they will be held responsible for their children's behaviour

### **Tenancy Warning & Eviction Process**

Action staff must adhere to the following warning procedure for all types of tenure, including all supported and general needs accommodation.

1. The Support Worker (Supported accommodation) or Housing Officer (General needs) will consult with the Departmental/Service Manager at the point a problem is identified.
2. Staff should consider if the client/tenant has capacity to understand their licence/tenancy Agreement
  - a. If the answer is Yes - Follow procedure below
  - b. If the answer is No – staff should refer to the mental capacity section of this procedure. Please be aware that a client's /tenant's capacity can change during the course of their occupancy therefore the Support Worker or Housing Officer should address this with their Departmental/Service Manager
3. Any client/tenant in breach of their tenancy/licence (i.e. Excluded licence agreement/Protected licence or AST) will initially receive a verbal warning from their Support Worker or Housing Officer. If the breach is for violent or very serious disruptive behaviour the Support Worker or Housing Officer will contact the Departmental/Service Manager and, following completion of a risk assessment, if their behaviour is deemed a risk to themselves or others in close proximity to the property the manager may agree to bypass the warning procedure and go straight to issuing a third and final warning or issue notice. (Please note this must be for **very serious disruptive behaviour only**, and incidents and supporting evidence **MUST** be well documented in order to demonstrate our approach to be proportionate.)

The verbal warning must be recorded in the clients/tenants contact notes and then printed off for the tenant to sign. The client/tenant will be given up to two weeks to address the problem, depending on the seriousness of the breach (please note for supported accommodation there may be discretion regarding the number of verbal warnings issued per project; this needs to be agreed by the Service Manager)

4. If the breach continues the Support Worker or Housing Officer will then issue the first written warning informing the client/tenant that they have seven days (or another appropriate period) to resolve the breach where possible. The warning letter must also include details of the relevant section of the tenancy agreement that has been breached.

Do not issue separate warning letters for separate breaches to the tenancy/licence agreement; include all breaches in the same warning letter.

5. If after this period the problem persists or the client/tenant breaches another condition of their occupancy agreement then a second written warning will be served giving them a further appropriate period ( seven days) to resolve the problem. If, however, the client/tenant rectifies the breach then the warning letters will stay on file for a period of up to three months.
6. Where tenancy breaches are being caused as result of support needs not being met (for example, people with mental health problems or substance misuse problems), Action should contact relevant agencies for intervention or support. Support Worker sessions should take place at appropriate intervals to meet the clients needs and staff should work in partnership with other agencies (e.g. Youth Offending Teams, Police, Probation Services, Environmental Services, Mental Health Teams, Social Services, Family support services etc.) to try to resolve the problem and support clients/tenants to address their behaviour.
7. If the breaches continue or the client/tenant breaches another condition of their occupancy agreement (within a three month period) then a third and final written warning will be issued by the Support Worker or Housing Officer (for general needs) informing the client/tenant that should their behaviour not improve, Action will begin possession proceedings to end their licence/ tenancy agreement.
8. If the situation is not resolved within seven days or an appropriate period the Support Worker or Housing Officer will discuss with their manager and, if appropriate, they will complete the 'request to initiate eviction proceedings' form and pass this onto Tenancy Services for approval.
9. Before submitting the request the Service Manager MUST review all the evidence, including signed tenancy/licence agreement, warning letters, case notes, complaints, arrears, statements, etc. If they are happy that the supporting evidence is acceptable, they should submit the request to Tenancy Services for final approval. The Service Manager should also decide if a justification review is required in cases where the client is on any medication or been diagnosed with a mental health condition etc.

10. Commissioners have been informed as per the requirements of a funding and contractual agreement that for vulnerable clients a multi-disciplinary meeting will also have taken place prior to consideration of the intention to issue a notice. The minutes of this meeting will be recorded and distributed accordingly so that all stakeholders involved in the care and support of the individual will understand the action that is being proposed.

11. If Tenancy Services agree to start eviction proceedings ( i.e. issue a notice) they will:

- Complete the relevant notice – If the notice is retractable or rescindable, please add conditions in the notice, for the client/tenant to remain in the property/room.
- The Homes and Communities Agency (HCA) expects in most cases a 28 day notice period; however a seven day or immediate notice (only in very exceptional circumstances) can be issued if the breach of occupancy agreement is deemed significantly serious or very seriously disruptive. The only exception to this is for an AST where two months notice is legally required regardless of the circumstances.
- For Assured Shorthold Tenancy agreements, Tenancy Services have the following options depending upon how long the client/tenant has been in occupation and the nature of the breach:
  - If the client/tenant has been in occupation for four months or more, Action can issue a Section 21 (Notice Requiring Possession – NRP) without grounds
  - If the client/tenant has been in occupation for less than four months, Tenancy Services can issue a notice seeking possession (NSP) using grounds of the Housing Act; this is not always automatic possession (depending on the grounds for possession relied upon) and a judge will require comprehensive evidence and witness statements of why you want to evict the client/tenant
  - Tenancy Services can also choose to issue a section 21 (notice requiring possession) but this will not expire until the exact date of six months in tenancy. This is an automatic possession route
  - The section 21 notice must be two calendar months notice

12. Once the prescribed notice has been agreed and prepared, the Support Worker or Housing Officer and a witness will then sign and serve the notice detailing the notice period and advising the client



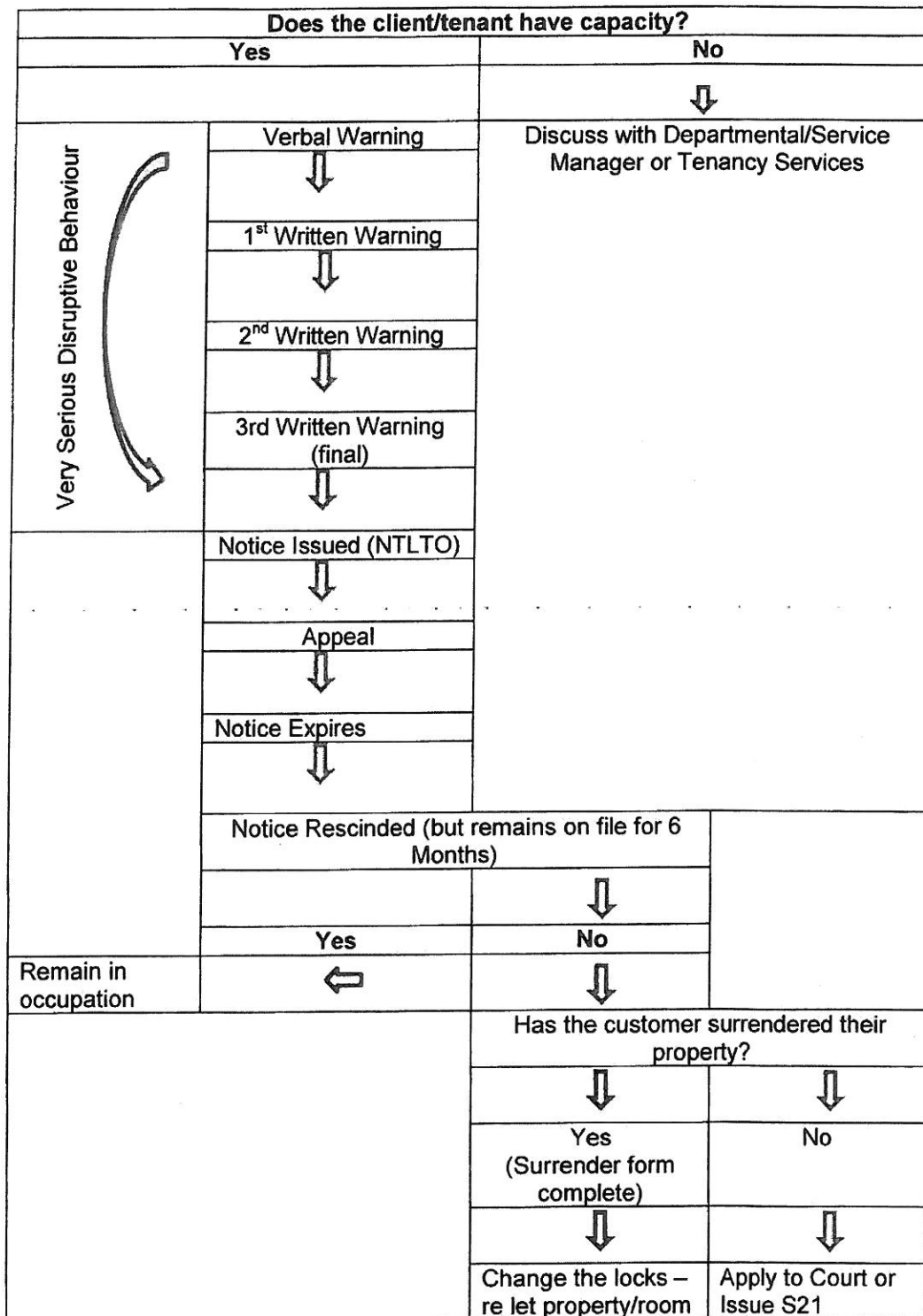
/tenant to seek legal advice. At this stage the client/tenant should also be informed of their right to appeal within 14 days.

The notice must be served by 4.30pm on the same day completed by Tenancy Services.

13. The signed certificate of service will then be filed with a copy of the notice and all other evidence in OSKA and Pyramid.
14. The client/tenant will have 14 days to write to the service or Action's Head Office to appeal.
15. If a client / tenant does make an appeal, once it is received or the deadline for the appeal has expired, the Support Worker or Housing Officer will discuss with the Departmental/Service Manager and follow Action's appeals process if applicable.
16. Following the outcome of the appeal, the notice will be rescinded or original decision to issue notice upheld. There may also be conditions set for the client/tenant to adhere to moving forwards.
17. The Support Worker or Housing Officer will keep in contact with the client/tenant (if safe to do so) throughout the notice period and continue to support them with regard to addressing their tenancy breaches or finding suitable alternative accommodation.
18. On the day the notice expires, the Support Worker or Housing Officer, along with a witness, will visit the property and either rescind the notice (If the clients/tenants behaviour has met the required improvement) or ask the customer to leave the property/room by completing a surrender form.
19. If the client/tenant refuses to leave the property/room after the notice has expired, the Support Worker or Housing Officer will discuss this with their Departmental/Service Manager who will seek further advice from Tenancy Services as to how to proceed further.



### Warning & Eviction Process flow chart



### Warning and eviction process roles and responsibilities flow chart

Who leads on the Process?	
Verbal Warning	Project
↓	
1 <sup>st</sup> Written Warning	Project
↓	<u>1st Warning Letter</u>
2 <sup>nd</sup> Written Warning	Project
↓	<u>2nd Warning Letter</u>
3 <sup>rd</sup> Written Warning (final)	Project
↓	<u>3rd Warning Letter</u>
Request to Initiate Eviction Form	Project
↓	
Relevant notice agreed & prepared	Tenancy Services
↓	
Notice issued/Appeals process	Project
↓	
Notice expires	Project
↓	
Lock change request	Project

### What is best practice when serving a Notice?

It is best practice to serve a notice by hand, by arranging a meeting with the client/tenant. At this meeting you will explain to the client/tenant what the notice

means (length of notice, conditions to remain in the property, support available throughout the notice period etc.)

If a meeting cannot be carried out, then the notice must be served on the room.

The date the notice expires needs to be completed on the notice

Client/tenant should be advised where they can obtain independent legal advice (for example Citizens Advice Bureau)

There must be only one original notice served on the client/tenant, all other copies should be photocopies of the original (kept in OSKA/Pyramid)

The notice should be accompanied by a covering letter; this will also include the appeals process

When serving a notice you must complete a certificate of service

Check on the Licence/Tenancy agreement how it states the notice should be served

#### **Types & Periods of Notice**

<b>Abbreviation</b>	<b>Type of Notice</b>	<b>Type of tenancy</b>	<b>Period of Notice</b>	<b>After Notice period ends</b>
NRP	Notice Requiring Possession	Assured short hold tenancy  (where the fixed term has come to an end or for tenancies longer than six months)	Two months	Apply to County Court for possession order.
NSP	Notice Seeking Possession	Assured tenancy Assured short hold tenancy  (of six months or less)	Two months (or per occupancy agreement)	Apply to County Court for possession order.
NTQ	Notice to Quit	Licence	28 days	Apply to County Court for a possession order

#### **Mental capacity – A guide**

What should Action employees do if they suspect a client/tenant does not have capacity?

1. Meet with their Departmental/Service Manager and discuss why they believe the client/tenant may not have capacity (NB At any time during the tenure capacity can change i.e. a change in behaviours, etc)
2. Support Worker to arrange a meeting with the client/tenant to go through some set questions which are designed to help them to carry out a basic assessment into the client/tenants capacity.

As members of staff at Action are not medically trained to decide if the Client/tenant has capacity, by following the advice above a Support Worker or Service Manager can judge whether a 'certificate of capacity' is needed, if you answer **no** to any of the questions:

- Does the client / tenant have a general understanding of what decision they need to make and why they need to make it?
  - Does the client /tenant have a general understanding of the likely consequences of making, or not making a decision?
  - Is the client /tenant able to understand, retain, use or weigh up the information relevant to the decision?
  - Can the client /tenant communicate their decision (by talking, using sign language or any other means?) Would the services of a professional (such as a speech or language therapist) be helpful?
3. If after or during this meeting, the Support Worker is still not sure of the capacity of the client/tenant, a certificate of capacity must be completed by a medical professional (GP)
  4. Support Worker will contact the client's/tenant's GP to arrange for this assessment to be carried out
  5. Possession proceedings (warning letters etc.) should not stop when waiting for a 'certificate of capacity' to be carried out, as every individual is presumed to have capacity until proven otherwise. If the client/tenant refuses outright to undergo a capacity assessment, they cannot be forced to attend. However Adult care should be involved and inherit jurisdiction can be applied. Other evidence of capacity (or lack of it) may also need to be used, e.g. letters written by the person or witness evidence of their actions or behaviour.
  6. Where there are serious concerns about a client's/tenant's mental health, an assessment under the Mental Health Act 1983 may be warranted, but only where it is believed that the detention in hospital for assessment or treatment for a mental disorder may be necessary
  7. If the client/tenant is deemed to have capacity – continue with possession process as per the occupancy agreement

If the client/tenant is deemed to lack capacity as defined by the Certificate of Capacity:

HM-POL-09      This document is uncontrolled when printed      Page 11 of 25

- Support Worker to check the certificate of capacity as capacity can vary dependant on needs. For example; A client/tenant may not have capacity to manage their own money so a breach in rent arrears could not be pursued via the standard route of possession but if they were deemed to have capacity to understand that being violent is a breach of their occupancy agreement then this could be pursued via the standard route of possession
- When an adult (someone who is over 18) does not have capacity then they are known as a 'protected party' and a court process must be followed in order to provide that client/tenant with a litigation friend\*. If a litigation friend cannot be appointed the case will go to the Official Solicitor who will act on the client's/tenant's behalf. \*Litigation friend - someone who does have capacity and can act in the best interests of the individual and provide instructions to a solicitor.

If a client/tenant lacks the mental capacity to make their own decision, no one can terminate their existing tenancy unless;

- a) The client/tenant has a registered attorney under an Enduring Power of Attorney (EPA) or Lasting Power of Attorney (LPA)
  - b) A deputy in the Court of Protection has already been appointed
  - c) Someone else has been authorised to sign or terminate the tenancy by the court of protection
- Support Worker must ascertain whether the client/tenant has an EPA or LPA, deputy or another authorised person, if one of the above has been appointed then they can sign and terminate the occupancy agreement if in agreement
  - If the client/tenant does not have an EPA or LPA, deputy or another authorised person, the Departmental/Service Manager will discuss the case with the Support Worker completing the request to initiate eviction proceedings.

### **Human rights defences**

The Human Rights Act 1998 was implemented to enable the individual's rights as set out in the European Convention of Human Rights to be enforced through the courts of the United Kingdom. The Act provides a check on the activities of parliament and other public bodies

The Human rights Act 1998 allows two defences to be raised by those in danger of losing their home:

1. The landlord has not acted in accordance with the law
2. The action (of eviction) is not necessary (proportionate)

Both defences are most likely to be raised where the client/tenant has no recourse under domestic law; for example:

- An Assured Short hold client/tenant has been served with a S21 notice requiring possession
- A licence holder has been served with a termination notice (NTQ or NTLTO)
- An assured tenant has been served with a mandatory ground 8 notice
- A demoted tenant has been served with a mandatory notice
- An occupier who has lost their security due to subletting, ceasing to occupy or their joint customer has issued a NTQ

### Public Law Defence

The first defence relies on the fact that public authorities must act in accordance with the law; this means that the organisation must not reach an unlawful decision when making a decision to terminate an occupancy agreement. The most common ways these are defended is that the public authority concerned has not served the notice or not completed it or somehow failed to follow the correct legal procedures.

The defence relies on the defendant identifying that a relevant decision of the public authority has been unlawfully made. The defendant would only need to demonstrate that one of these decisions made by the public body has been unlawfully made, that is, it has infringed public law principles that can be summarised as:

- o Decisions must be made taking into account all relevant considerations whilst ignoring those irrelevant ones and made free from bias, bad faith, corruption or unlawful discrimination
- o Any relevant laws must be interpreted and applied correctly
- o Not act 'ultra vires' that is beyond the powers given to it or fetter any discretion given by using absolute rules
- o Any explicit or implied duties had been carried out
- o Where it has indicated the public body will act in a particular way in certain circumstances acting in that way
- o Decisions made should not be irrational or perverse
- o Rules of natural justice must be conformed with and the public body must act fairly

Examples for challenge include:

1. The decision to serve a S.21 notice
2. The decision to serve a NTQ
3. The decision to commence possession proceedings
4. The decision to continue with possession proceedings

Action must make sure that the decisions it makes are open (transparent), fair, rationale (reasons given for the decision), impartial (decision makers should be independent), accountable, discretion is controlled, consistent, participative, efficient and treat people equally.

### Proportionality Defence

The European Court for Human Rights does not set precedence in UK domestic law and was initially not applied until the Supreme Court decision in *Manchester CC v Pinnock*. The *Pinnock* case established that where possession is mandatory under domestic law, the court has the power to assess the proportionality of making an order and in making this assessment resolve any relevant dispute in fact, the case established that:

- Any person being disposed of his home by the LA should in principle be able to raise the question of proportionality of this measure and have it determined by an independent tribunal, even if his right under domestic law has come to an end
- Judicial review is inadequate as the court has to have the power to make it's own assessment of the facts

- If the measure includes proceedings involving more than one stage, the whole proceedings must be considered if article 8 has been complied with
- If the court concludes it is disproportionate to evict the person even if he has no domestic right to remain, the court can, for example, extend the period of possession, postpone or refuse the order
- Article 8 proportionality is more likely to be relevant in respect of occupiers who are vulnerable due to either a mental or physical disability

### **Mental health/Physical disability services**

Any service who manages clients/tenants with mental health conditions or physical disabilities runs the risk of a client/tenant defending their possession through a human rights proportionality claim. Key learnings from this case were:

Occupancy Agreement (description of service section) – this needs to detail the specific eligibility criteria for the service, if this includes mental health needs then there is a risk of human rights claim on eviction cases. To protect against this if you are not a mental health project:

- Avoid general terms for example “care and supported housing” as this is not specific and could be deemed to include mental health needs etc.
- Follow the warning & eviction policy and procedure, including good practice warning letters
- Consider is the decision to serve notice reasonable? Ensure a record is created on OSKA/Pyramid, detailing the rationale for why this decision is reasonable. Add this rationale to the request to initiate eviction proceedings and justification review.

**Warning Letter 1 - First Written Warning – DELETE BEFORE SENDING OUT**

HM-POL-09      This document is uncontrolled when printed      Page 14 of 25



Our Ref: XX/XX

Date

Forename Surname

Address

Address

Town

County

Post Code

Dear Forename,

**RE: First Written Warning for Breach of Licence/Tenancy Agreement - Enter Breach Title Here**

I am writing to warn you that you are in breach of your Excluded/Protected Licence /Assured Short hold (delete as appropriate) tenancy agreement.

When you signed this agreement, as detailed above, with Action on DATE, you agreed to abide by its terms and conditions.

**(Detail when the incident happened, followed by breach to occupancy agreement.) For Example:** We have received a complaint from a neighbor stating that they have witnessed very loud music coming from your property between the hours of 1am and 3.15am on the 15th November 2015; this is a direct breach of your agreement

**(Detail exact wording on including clause, or page number) For Example:** Part C Section 17 (Nuisance and Anti Social Behaviour) states the following:

*"17.4 You, and anyone you are responsible for, must not cause a nuisance, or annoy or disturb any other person in the property, on surrounding land, in shared areas, in the local area or in or around our offices. Examples of things that could be a nuisance or could annoy or disturb people include loud music..."*

This letter therefore constitutes your **1<sup>st</sup> Written Warning**. Should you not improve your behaviour and/or redress these breaches, as detailed above, a 2<sup>nd</sup> Written Warning will be issued.

Please contact me via telephone on TELEPHONE NUMBER or via email on EMAIL ADDRESS within **7 calendar days** to discuss this matter(s) further. **SUPPORT ONLY** - This breach will also be discussed with you in your next support session with me.

In order to not receive a subsequent Written Warning you must adhere to the  
HM-POL-09 This document is uncontrolled when printed Page 15 of 25

following conditions:

- **(Detail exact wording of what they need to do to meet the conditions of the warning) For Example** *With immediate effect please refrain from playing loud music that has an impact on your neighbours, we can advise you what are acceptable levels*

Please note that your home is at risk if you continue to breach the conditions of your tenancy/licence agreement.

I look forward to hearing from you within the next 7 calendar days.

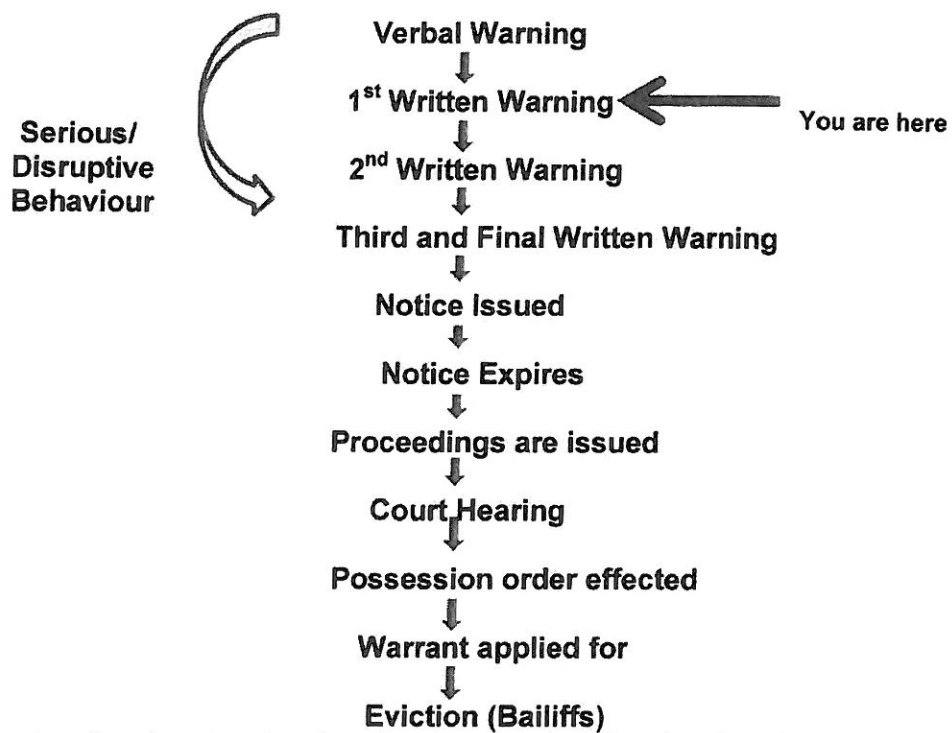
Yours sincerely,

**NAME**

**Client Support Worker/Housing Officer**

For your information, the eviction process that Action follows is shown below, you are currently at the following stage:

HM-POL-09      This document is uncontrolled when printed      Page 16 of 25



**Warning Letter 2 - Second Written Warning – DELETE BEFORE SENDING OUT**

Our Ref: XX/XX

Date

Forename Surname

Address

Address

Town

County

Post Code

Dear Forename,

**RE: 2<sup>nd</sup> Written Warning for Breach of Licence/Tenancy Agreement - Enter Breach Title Here**

I am writing to warn you that you are in breach of your Excluded/Protected Licence /Assured Short hold (delete as appropriate) tenancy agreement.

When you signed this agreement, as detailed above, with Action on DATE, you agreed to abide by its terms and conditions.

**(Detail when the incident happened, followed by breach to occupancy agreement.)** For Example: We have received further complaints from a neighbor detailing that they witnessed excessively loud music coming from your property between the hours of 2am and 4.15am on the 15th December 2015; this is a direct breach of your agreement. This noise nuisance was also independently witnessed by staff at our out of hours ASB report line.

**(Detail exact wording on including clause, or page number)** For Example: Part C Section 17 (Nuisance and Anti Social Behaviour) states the following:

*"17.4 You, and anyone you are responsible for, must not cause a nuisance, or annoy or disturb any other person in the property, on surrounding land, in shared areas, in the local area or in or around our offices. Examples of things that could be a nuisance or could annoy or disturb people include loud music..."*

This letter therefore constitutes your **2<sup>nd</sup> Written Warning**. Should you not improve your behaviour and/or redress these breaches, as detailed above, a 3<sup>rd</sup> and Final Written Warning will be issued.

Please contact me via telephone on TELEPHONE NUMBER or via email on EMAIL ADDRESS within **7 calendar days** to discuss this matter(s) further. SUPPORT ONLY - This breach will also be discussed with you in your next support session with me.

In order to not receive a subsequent Written Warning you must adhere to the following conditions:

- **(Detail exact wording of what they need to do to meet the conditions of the warning)** For Example *With immediate effect please refrain from playing loud music that has an impact on your neighbours, we can advise you what are acceptable levels*

HM-POL-09      This document is uncontrolled when printed      Page 18 of 25

Please note that your home is at risk if you continue to breach the conditions of your tenancy/licence agreement.

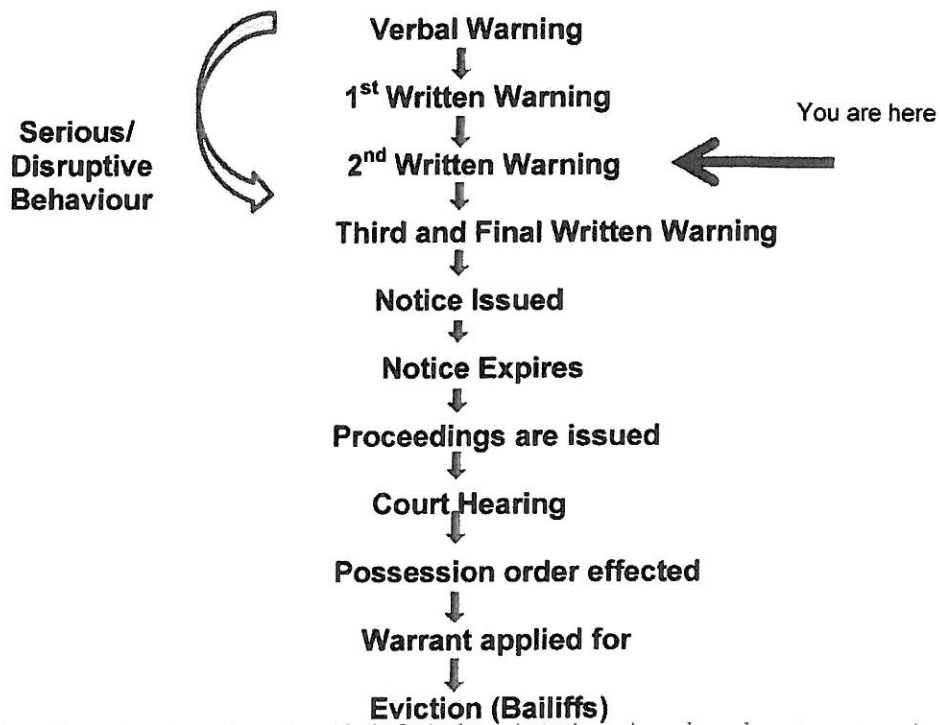
I look forward to hearing from you within the next 7 calendar days.

Yours sincerely,

**NAME**  
**Client Support Worker/Housing Officer**

For your information, the eviction process that Action follows is shown below, you are currently at the following stage:

HM-POL-09      This document is uncontrolled when printed      Page 19 of 25



Third and FINAL Warning Letter – DELETE BEFORE SENDING OUT

Our Ref: XX/XX

Date

Forename Surname

Address

Address

Town

County

Post Code

Dear Forename,

**RE: 3<sup>rd</sup> and Final Written Warning for Breach of Licence/Tenancy Agreement**  
**- Enter Breach Title Here**

Despite previous warnings which were issued to you on DATE and DATE, I am writing to warn you that you have continued to breach your Excluded/Protected Licence /Assured Short hold (delete as appropriate) tenancy agreement.

When you signed this agreement, as detailed above, with Action on DATE, you agreed to abide by its terms and conditions.

**(Detail when the incident happened, followed by breach to occupancy agreement.) For Example:** *On the 20th December 2015 we received further complaints from a neighbour detailing loud music coming from your property between the hours of 3am and 4.15am this is a direct breach of your agreement*

**(Detail exact wording on including clause, or page number) For Example:** Part C Section 17 (Nuisance and Anti Social Behaviour) states the following:

*"17.4 You, and anyone you are responsible for, must not cause a nuisance, or annoy or disturb any other person in the property, on surrounding land, in shared areas, in the local area or in or around our offices. Examples of things that could be a nuisance or could annoy or disturb people include loud music..."*

This letter therefore constitutes your **3<sup>rd</sup> and Final Written Warning**. Should you not improve your behaviour and/or redress these breaches, as detailed above, Action will have no alternative but to commence legal action against you. **I must make you aware that no further warnings will be issued.**

Please contact me via telephone on TELEPHONE NUMBER or via email on EMAIL ADDRESS within **7 calendar days** to discuss this matter(s) further. **SUPPORT ONLY** - This breach will also be discussed with you in your next support session with me.

In order to not receive a subsequent Written Warning you must adhere to the following conditions:



- **(Detail exact wording of what they need to do to meet the conditions of the warning) For Example** *With immediate effect please refrain from playing loud music that has an impact on your neighbours, we can advise you what are acceptable levels*

Please note that you are now at serious risk of losing your home and if you continue to breach the conditions of your tenancy/licence agreement, Action will have no alternative but to commence eviction proceedings against you. This may affect your ability to be re-housed by Action or another housing provider in the future.

I look forward to hearing from you within the next 7 calendar days.

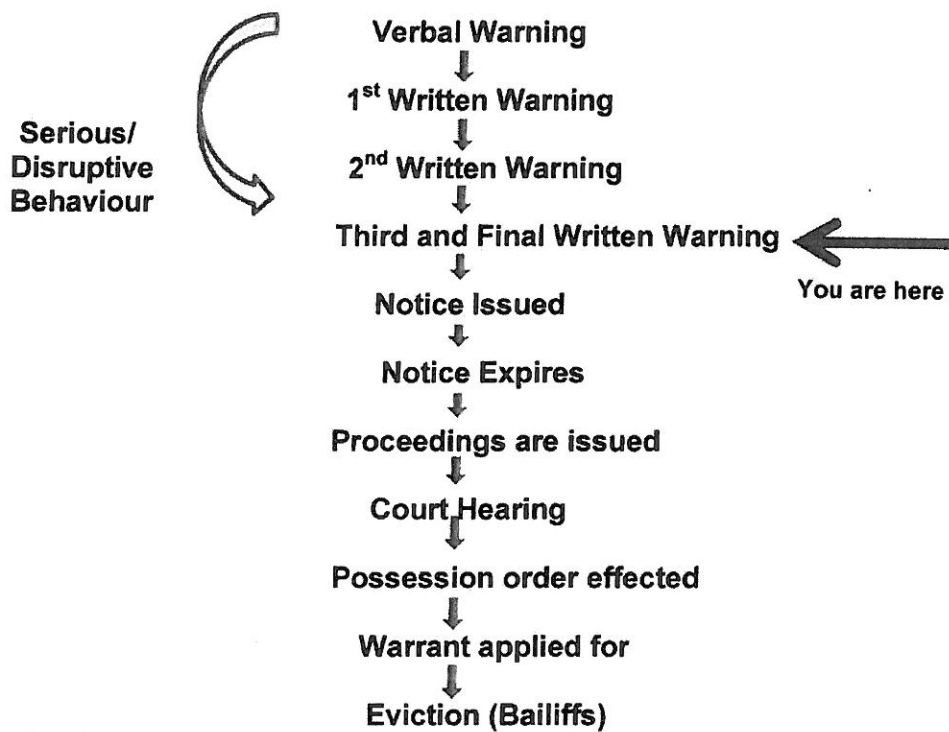
Yours sincerely,

**NAME**

**Client Support Worker/Housing Officer**

For your information, the eviction process that Action follows is shown below, you are currently at the following stage:

HM-POL-09      This document is uncontrolled when printed      Page 22 of 25



Justification Review

	Service Manager / Housing Officer to complete
--	---

1	Name and address of client / tenant	
2	NI Number or DOB	
3	Tenancy start date	
4	Brief details of why the occupancy agreement is to be ended	
5	What legal action is being considered? (E.g. serving a Notice Seeking Possession, issuing a claim for possession, making an application for an injunction etc.)	
6	Does the individual have a disability? (whether physical or mental) <b>NB</b> Obviously, it won't always be possible for you to say with <u>certainly</u> the exact nature of the mental disability of the individual at this stage, therefore just write down what you are aware of)	
	YES (Go to Q.7)	NO (Go to Q.8)
7	Why do you view that the client / tenant is or could be disabled?  (once completed move to Q.8) <b>NB.</b> Make all reasonable enquiries and take all reasonable steps to collect evidence. Remember each case will be different. However, the stronger the indication of a mental disability then the more stringent the enquiries should be.	
(i)	Medical evidence Please give brief details, i.e. where is the evidence from, how old is the evidence etc etc	
(ii)	Any other Information obtained from family and/or friends (give brief details)	
(iii)	Information obtained from other agencies (E.g. Social Services, GP, Community Mental Health Team) Has a multi-agency meeting been held or called? If so give brief details	
(iv)	What evidence do you have in regards to the behaviour displayed by the client / tenants (E.g. ranting, talking to themselves etc.)	
(v)	Are there references to mental health issues in the client / tenants file or in correspondence from the individual's solicitor or other representative?	
(vi)	Any Other Relevant Information?	
8	Why do you hold the view that the individual is NOT disabled? (Once answered stop here but note that should information come within the knowledge of your organisation that the individual may be disabled you should return to Q. 5)	

(i)	Do you <u>hold</u> any information <u>stating</u> or <u>suggesting</u> that the client /tenant suffers from a disability (i.e. one relating to mental health)	
(ii)	Have you have made appropriate enquiries with other agencies who have confirmed that the client/ tenant is not known to them OR that they are not aware that the client/tenant suffers from a disability	
9	Is, or could, the clients /tenants breach/es of occupancy agreement, be a consequence of their disability? (I.e. does their disability cause them to act in an anti-social manner?) (once complete move to Q.10)	
(i)	If NO, why do you hold this view? (Give brief details)	
(ii)	If YES, why do you hold this view? (Give brief details; E.g. comments made by other agencies, the individual themselves etc.)	
10	In any event, why is the treatment of the individual (i.e. legal action) a proportionate means of achieving a legitimate aim? (I.e. Why is the action being considered necessary/proportionate/reasonable in the circumstances?) NB. Below is a non-exhaustive list	
(i)	The behaviour of the client /tenant is extremely serious and/or persistent and/or involves the use or threatened use of violence or damage to property? (give brief details)	
(ii)	The behaviour of the client /tenant is having a detrimental impact on the health and/or well-being of other local residents? (E.g. sleep deprivation, impact on employment, prescribed medication for stress related illnesses etc.)	
(iii)	All other reasonable alternatives to the current legal action being considered have been ruled out or exhausted? I.e. Mediation, Acceptable Behaviour Contract (give brief details)	

**Name of Officer completing this justification Review**

**Signed..... Dated .....**

**Signed off by (include name of senior manager)**

**..... Dated .....**