

Breach of Tenancy Policy

Policy Author: [REDACTED]	Policy Valid From: [Policy Valid From]
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Policy/Strategy Control Statement

1	Document Title	Breach of Tenancy
2	Date of Document (Created Date)	
3	Service Lead	[REDACTED]
4	Author	[REDACTED]
5	Date Approved and approved by who i.e. Service Delivery Project Board, Executive, Group Board, etc.	05/07/2022
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7	Amendment record	
8	Next review date (Planned review Date)	06/09/2027
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10	Other Services Consultation	No
11	Customer Consultation	No
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13	Confirm that document meets current legislative requirements	Yes
14	Further Information/Comments	No
15	Sign off of statement by Author and Service Lead (name and date):	[REDACTED] 3/9/2024

Policy Applicable To

Business Area: Homes Plus

Applicable to: [Policy Applicable To]

Amendment Sheet Record

Revision Date	Description of Changes	Approved By	Date Approved

Please summarise the current policy requirements and how this is changed in the new policy.

This policy outlines the objectives in managing breaches of tenancy

Please explain the reason for changes/improvements/new policy.

To bring a consistent approach to breach of tenancy across Homes Plus

Please explain any new actions required to put the policy changes into practice.

None

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1. Introduction

Places for People are committed to supporting customers to adhere to the terms of their tenancy agreements. We will ensure that we work collaboratively with our customers and other relevant agencies to support our customers to comply with their tenancy agreements.

In instances where customers fail to adhere to the terms of their tenancy agreement, we recognise that this can have a negative impact on the property and the community. When such a breach has been identified, we recognise that prompt action will protect Places for People's assets, our communities and prevent any further disruption to its housing management function.

We will ensure that all avenues are explored to remedy the tenancy breach before resorting to enforcement action. Each case will be assessed on its own merits.

2. Definitions

For the purposes of this policy, the following matters are considered breaches of tenancy:

- Abandoned property
- Abandoned/unroadworthy vehicles
- Non-access
- Condition of property
- Condition of garden
- Fly-tipping
- Tenancy Fraud
- Una

Other breaches of tenancy, such as non payment of rent and anti-social behaviour are covered by their own policy documents.

Enforcement refers to formal action taken by Places for People to ensure compliance with the terms of the tenancy. This would usually be in the form of either injunction or possession proceedings, with the right course of action dictated by the merits of the case.

3. Sustainment

Tenancy breaches may arise due to a misunderstanding of the customer's obligations or as a result of vulnerability within the household. Where possible we will attempt to reach a resolution at an early stage and explore avenues for correcting the breach before considering enforcement action. Formal enforcement action will always be a last resort.

Cases will be evaluated to determine vulnerability associated with factors such as disability, mental health, culture, or language barriers. Appropriate support will be sign-posted to remedy the breach.

Where support has been referred and a customer chooses not to engage or this has not resulted in significant improvement or remedy of the breach, proportionate enforcement action will be considered.

A management move may be authorised if support is not considered appropriate to address vulnerability and the tenant is otherwise unable to remedy the breach, for example, a mobility scooter causing a fire safety issue in a communal area where the tenant has no suitable alternative for storage. As above cases should be assessed on their own merit.

4. Arranging work with a recharge to remedy a breach

Places for People will only arrange works as a re-charge where there is a significant health and safety concern, and the tenant is unable to arrange for the work to be carried out within the required time frame. For example, if fencing has been damaged and is a potential hazard Places for People may arrange to make safe. See the repairs and maintenance policy for further information.

5. Enforcement

An incremental approach is taken. Low level, informal interventions are to be considered alongside support needs prior to formal enforcement. Where evidence is received that the breach is continuing despite these interventions, legal enforcement will be sanctioned. A proportionality assessment will be completed before any legal action is taken. This important exercise outlines whether the specific needs of the customer and community have been thoroughly considered prior to any court applications. It also supports the organisation to decide whether the remedy being sought is fair and proportionate and action has been taken to ensure the tenant is not being treated detrimentally due to any impairment as outlined in the Equality Act 2010.

The option used will depend on the severity of the breach and the impact on the community and housing management function. Possession will be employed as a last resort.

Various legal options are available such as:

- Section 21 notice on starter tenancies during the probationary period, assured shorthold tenancies or demoted tenancies
- Application for possession
- Injunctions to prohibit or set out required actions

In most cases, authorisation for enforcement will be given by management where they are satisfied that the case manager has explored all possible routes to resolution and the tenant has consistently failed to address and rectify the breach. Some cases may be of such a serious nature that enforcement action is required immediately or following very few incidents. This could include cases of tenancy fraud, or damage and tampering to fire safety equipment or gas and electric installations.

Mandatory Grounds

Mandatory grounds for possession exist where a tenancy is still in the starter period, by service of a section 21 notice.

In some cases, it may be appropriate to extend the starter period. For example, where there have been minor breaches during the tenancy, or some further improvement required to rectify the breach before the tenancy should be converted. This may include failure to grant access on more than one occasion during the starter period. If these issues are not rectified during the extended period, Places for People will consider whether an application for possession is appropriate.

If Places for People concludes that possession is the desired outcome of legal enforcement and mandatory powers are available, they will be used where considered proportionate to the severity of the behaviour and impact on the community and housing management functions.

Complaints

Customers have the right to submit a complaint regarding delivery of services and in relation to the application of this policy or related procedures. Complaints should be submitted in accordance with Places for People complaints policy.

Associated Documents

Relevant Legislation Housing Act 1988;

- Housing Act 1996;
- Housing Act 2004;
- Equality Act 2010;

Relevant Policies & Procedures

- Starter Tenancy Policy & Procedure
- Anti-Social Behaviour Policy & Procedure