

BELGRAVE NEIGHBOURHOOD CO-OPERATIVE HOUSING ASSOCIATION TENANCY BREACH POLICY

Aims of the tenancy breach policy

The following are aims of the tenancy breach policy:

- To set out the co-op's approach to preventing and resolving tenancy breaches

Delegated Authority

- 1 The co-op delegates authority to its Senior Housing Lead to operate the tenancy breaches policy, reporting to the chair on any significant actions needed in relation to the policy.

Definitions

- 2 A tenancy breach is defined as breaking any of the responsibilities set out in the tenancy agreement. Tenancy fraud, forms of anti-social behaviour, allowing the property to deteriorate, abandoning the property or illegally subletting, not providing access to contractors are all examples of breaches of a tenancy where the co-op is likely to take action.
- 3 Cases of anti-social behaviour will be dealt with in accordance with the Anti-Social Behaviour Policy. Cases of property abandonment and illegal subletting will be dealt with in accordance with the Abandoned Properties Policy and Subletting and Lodgers Policy respectively.

Tenancy fraud

- 4 Examples of tenancy fraud include:
 - a tenant not using the home as the only or main home
 - giving false information, deception or misrepresentation in an application for a property
 - false succession activity
 - key selling - where a tenant moves out and is paid to hand over the tenancy to someone else
 - unlawful subletting – for profit or for a friend

- abandonment of the property and living elsewhere
 - unauthorised exchange or assignment.
- 5 The co-op is committed to ensuring that its homes, having received public subsidy, are targeted at those most in housing need and those on low incomes and with few alternative housing options. This means we will endeavour to ensure that the information applicants to our homes give is correct and valid for the applicant and that those who are living in our homes are those who are entitled to do so.
 - 6 Wilfully misrepresenting circumstances in order to be allocated to a property may also be a criminal offence and the co-op may involve the Police or the Local Authority in bringing criminal proceedings where criminal intent appears to have been involved.
 - 7 The Prevention of Social Housing Fraud Act 2013 created specific criminal offences of unlawfully subletting by social housing tenants. The Act gives the Local Authority powers to prosecute in such cases and enables the Court to order the recovery of any profit made through subletting.

Tenant damage

- 8 The tenancy agreement states that members are responsible for any repairs caused by neglect or damage to co-op property by the member, their family or guests. They are also responsible for any damage caused by improvements or alterations carried out by the member, whether authorised by the co-op or not.
- 9 Where there is a case of tenant damage, the co-op will inform the member in writing that they are liable for the costs of rectifying the damage and will agree a payment schedule with the member. If the member refuses to pay for the damage, the Senior Housing Lead will report the matter to the Chief Executive Officer and/or complaints officer who will determine what action should be taken.
- 10 Where the co-op incurs repairs call out costs in relation to a member reporting a repair that is not necessary or where the member does not enable access to the property at an agreed time to carry out a repair, the co-op will seek to also charge the member for the call out costs. The

co-op will also seek to recover costs for emergency repairs where the repair is not considered to have been an emergency repair.

Contractor access

- 11 The co-op will take appropriate action, leading to legal action if necessary, to ensure that members allow access to the property in relation to any works that need doing for health and safety reasons (particularly in relation to gas safety checks) or to protect the property.

Dealing with tenancy breaches

- 12 Where the co-op has reasonable grounds to consider that there has been a tenancy breach, it will write to the member to set out what the tenancy breach is and, where appropriate, will offer means by which the tenancy breach can be rectified (such as agreeing to pay for tenant damage or enabling access to contractors).
- 13 Where the co-op has evidence of a more major tenancy breach (such as serious criminal activity), the co-op may progress with appropriate legal action.
- 14 Where there is a potential report of a breach of tenancy, but there is not clear evidence of the breach, the co-op will investigate the alleged breach. This is likely to involve interviews with the member and any complainants in relation to the allegation.
- 15 The following actions may be appropriate in relation to tenancy breaches:
 - informal advice or verbal warnings to the member
 - written warnings and final written warnings
 - using mediation techniques and services
 - asking those who are breaching tenancies to change their behaviour and give a written undertaking to behave or not behave in specified ways
 - working in partnership with other agencies
 - informing and liaising with the Police if the alleged breach is, or may be, criminal

- legal remedies including applying for possession, civil injunctions, and Community Protection Notices
 - gathering evidence if there is a need for a legal remedy.
- 16 Where there is need for legal remedies for a tenancy breach, the Senior Housing Lead will liaise with the Chief Executive Officer and/or complaints officer regarding actions and will anonymously report the matter to the committee.

Potential risks to be avoided

- A tenancy breach is not appropriately responded to resulting in the breach continuing
- Insufficient evidence is gathered to enable the co-op to pursue legal remedies
- An instance of tenancy fraud goes undetected or is not pursued if identified