


## DERBY CITY COUNCIL TENANCY MANAGEMENT POLICY

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## **1.0 INTRODUCTION, AIMS AND REMIT**

- 1.1 This is the Tenancy Management Policy of Derby City Council, who is a registered provider of social housing. The policy covers housing stock owned by Derby City Council.
- 1.2 The Tenancy Management Service for council owned stock is managed by Derby Homes Ltd, on behalf of the council. Derby Homes Ltd is an Arm's Length Management Organisation, wholly owned by Derby City Council.
- 1.3 This Policy sets out the approach to providing efficient and effective tenancy management services.
- 1.4 The Policy sets out our approach to:
  - The types of tenancies we grant to new and existing customer/s (tenants).
  - The types of tenancies we can offer, and the circumstances in which we can offer them. Types of tenancy are largely determined by law and regulation.
  - Tenancies granted to minors.
  - Joint Tenancies
  - Tenancy management including how we deal with abandoned homes, subletting, lodgers, and tenancy fraud.
  - Managing changes to and ending of tenancies such as Succession, Assignment, and Mutual Exchange.
  - Managing other changes to the tenancy agreement - sole to joint tenancies.
  - Termination of Tenancies
  - Death of a tenant
  - Person left in occupation.
  - Assessment, Support and Liaison with other agencies

## **2.0 POLICY STATEMENT**

- 2.1 We will meet all applicable statutory and regulatory requirements in relation to the form and use of tenancy agreements or terms of occupation.
- 2.2 Ensure tenancies are granted in a fair and transparent way.
- 2.3 Offer tenancies or terms of occupation which are compatible with the purpose of the accommodation and make best use of our stock whilst taking tenants needs and the sustainability of the local community into account.
- 2.4 We may offer other types of tenancy agreement depending on the circumstances (of either the individual or the home) as set out in the policy detail.
- 2.5 We will provide tenants with a written agreement (a Tenancy Agreement) that sets out their rights and responsibilities and Derby City Council rights and obligations. This will be fully explained at the sign-up interview.

- 2.6 We will provide a flexible and responsive tenancy management service to tenants, signposting where relevant to appropriate agencies for additional support.
- 2.7 We will meet the requirements set out in Regulator of Social Housing's Tenancy and Transparency and Accountability Standards.
- 2.8 We will review the tenancy management policy at least every three years, or more frequently in event of legislative change or review of the Derby City Council Tenancy Strategy.

### **3.0 LEGISLATION**

- 3.1 We will ensure that the Policy meets all legislative, regulatory, and good practice requirements and minimises evictions being carried out.
- 3.2 This will include, but is not restricted to, the Housing Acts 1985 and 1996 (and subsequent legislation), the Localism Act 2011, the Pre Court-Protocol, ASB Crime and Policing Act 2014, the requirements of the Regulator of Social Housing.
- 3.3 We will ensure that no tenant's human rights are breached by the implementation of this policy, in accordance with the Human Rights Act 1998.
- 3.4 We will ensure that no personal data relating to legal action is passed to a third party in breach of the Data Protection Act 2018 and General Data Protection Regulation 2018 without the explicit consent of the tenant(s) or in compliance with other legislation. This will include information given to other occupiers of the property and elected Members.
- 3.5 The decision to grant a possession order and then a warrant of execution (eviction) can only be made by the County Court, not the Council. The grounds for possession are contained within the relevant Housing Acts. For secure tenants, possession will only be granted when the court is satisfied that it is reasonable to do so, and that the Council has adhered to the prescribed legal process. The Court will decide whether to grant a possession order in line with the relevant legislation for all other tenure.

### **4.0 TYPES OF TENANCIES**

- 4.1 We will provide prospective tenants with information about the type and terms of the tenancy agreement they are offered. We will explain the terms and conditions of their tenancy or licence, including their rights and responsibilities; and how to end their tenancy or licence.
- 4.2 INTRODUCTORY TENANCIES
  - 4.2.1 Under the direction of the Council, we will offer an Introductory Tenancy to new tenants who do not currently hold a Social Housing Assured or Secure

Tenancy. Introductory Tenancies will be in place for a 12-month probationary period.

- 4.2.2 The tenancy will be reviewed and will convert to a Secure Tenancy after the 12 months has expired, unless there are unresolved tenancy issues concerning anti-social behaviour or other serious tenancy breaches.
- 4.2.3 Should this be the case; we may seek during the first 12 months to serve a Notice of Seeking Possession (NOSP) or may extend the Introductory Tenancy period by a further 6 months. Introductory Tenancies will not last for any longer than 18 months in total.
- 4.2.4 Customers have the right to appeal against the decision to serve the above-mentioned notice and must request an appeal within 21 calendar days of receiving the letter advising them of our decision. The officer conducting the review will not have been involved with making the original decision to seek possession, and will be more senior than the officer making the original decision.
- 4.2.5 The outcome of the appeal is final, and no further appeals are allowed if we decide not to issue a Secure Tenancy. We will provide customers with advice on their housing options in that case. Once a tenancy has converted to a Secure Tenancy it can only be ended by through obtaining a possession order through the County Court.

#### 4.3 SECURE TENANCIES

- 4.3.1 Introductory tenants whose tenancies have not been ended will become Secure Tenants after 12 months or, if the introductory period is extended, 18 months.
- 4.3.2 Under the direction of the council, we will issue secure tenancies to tenants who are already secure or assured tenants of a Registered Provider of social housing, unless they agree to enter into a different type of tenancy, such as flexible tenancy.

#### 4.4 DEMOTED TENANCIES

- 4.4.1 Under certain circumstances, Derby City Council may apply to the County Court to have a Secure Tenancy reduced to a demoted tenancy. This means that the tenants secure tenancy rights are reduced to those for an introductory tenancy.

#### 4.5 FLEXIBLE TENANCIES

- 4.5.1 Under the direction of the council, from 3rd April 2023 we will issue flexible tenancies to new tenants of council owned properties with 4 or more bedroom and those that are substantially adapted for occupation by a disabled person. The minimum fixed term will be 5 years, with the first year being an introductory period.

#### 4.6 FAMILY INTERVENTION TENANCIES (FIT)

- 4.6.1 Where applicable and under the direction of the Council, we offer Family Intervention Tenancies (FIT) as a means of working with families that have been involved in antisocial behaviour.
- 4.6.2 Section 297 of the Housing & Regeneration Act 2008 provides local housing authorities and registered social landlords (RSLs) in England and Wales with the power to offer Family Intervention Tenancies (FIT).
- 4.6.3 Family Intervention Tenancies may be used in circumstances where the tenant is likely to be evicted on the grounds of anti-social behaviour or in the opinion of the landlord could have been.
- 4.6.4 FITs do not provide any rights to succession nor offer tenants any long-term security. FIT's will not be secure or assured. They fall into the list of excluded tenancies (i.e., those which are not secure or assured) specified in Schedule 1 of the Housing Act 1985 (for secure tenancies) and Schedule 1 of the Housing Act 1988 (for assured tenancies). As such they will be terminable on notice with no need to prove any grounds for termination or possession.
- 4.6.5 FITs can only be offered for the purposes of providing behavioural support services to tenants against whom a possession order:
  - has been made in relation to a secure or assured tenancy on the grounds of antisocial behaviour.
  - could have been made in relation to a secure or assured tenancy.
  - could have been made if the tenant had this tenancy, on the grounds of antisocial behaviour.

#### 4.7 NON-SECURE CONTRACTUAL TENANCIES

- 4.7.1 Under the direction of Derby City Council, we may use Non-Secure Contractual tenancies, to discharge emergency or interim accommodation duties under part 7 of the Housing Act 1966.
- 4.7.2 These Agreements form contractual tenancies for persons housed under sections 188, 190, 200 or 204(4) of the Housing Act 1996, with no security of tenure. This tenancy is not an Assured/Secure tenancy or an Assured shorthold/Introductory Tenancy and is exempt from security of tenure by virtue of section 209 of the Housing Act 1996.

#### 4.8.1 TENANCIES OF PROPERTIES OWNED BY DERBY HOMES

- 4.8.2 Derby Homes owns a number of properties. Tenancies for Derby Homes' owned properties will initially be let on Assured Shorthold Tenancies, which will become Assured tenancies after six months if the tenant has complied with all conditions of the tenancy.

4.8.3 Further detail on Derby Homes Tenancy Policy, together with an example Derby Homes tenancy agreement can be found on Derby Homes website, [www.derbyhomes.org](http://www.derbyhomes.org)

#### 4.9 TENANCIES OF OTHER LANDLORDS' PROPERTIES MANAGED BY DERBY HOMES

4.9.1 Derby Homes manages some tenancies for other landlords. When letting such properties Derby Homes will let tenancies in accordance with the landlord's policies. Full details will be provided to prospective tenants during the advertising and offer process.

#### 4.10 TENANCY GRANTED TO MINORS

4.10.1 Derby City Council does not normally grant tenancies to minors and will grant a tenancy to an applicant once they reach 18 years old. Under the direction of the council, the only exception to this would be in cases of succession (where a family member contractually succeeds) or where an applicant is supported by social care and needs independent accommodation.

4.10.2 Applications will be reviewed individually, and tenancies will only be entered into where there is an appropriate adult who can sign the deed of trust on behalf of the minor and who will hold the tenancy on trust until the minor reaches the age of 18 years old. New tenancies granted to minors will be an equitable version of the same type that would have been offered to an adult applicant (Introductory Tenancy).

4.10.3 The adult who holds the tenancy in trust will be required to sign a deed of trust agreeing to:

- Hold the tenancy until the minor becomes 18 years old.
- Be liable for rent and hold responsibility for the tenancy.
- Accept service of notices on behalf of the minor
- Act in the best interest of the minor; and arrange a litigation friend to represent the minor in court if necessary.

4.10.4 The Trust will end, and the Equitable Tenancy will automatically convert to a standard tenancy when the minor reaches the age of eighteen. If it is a joint tenancy the Equitable Tenancy will end once the youngest joint equitable tenant reaches the age of eighteen.

4.10.5 Derby Homes will not perform the function of Trustee.

#### 4.11 JOINT TENANCIES

4.11.1 Derby City Council will grant joint tenancies where the application is made by a couple, where both applicants are eligible to hold a tenancy. We will grant joint tenancies to married couples, in a civil partnership or couples cohabiting.

We will not normally grant tenancies to two or more people or to other family members unless there are exceptional circumstances.

## **5.0 ABANDONED PROPERTIES**

- 5.1 We will proactively investigate where we believe a home to be abandoned and/or is not being used by a customer as their main and principal home. Abandoned homes have a detrimental environmental impact on the neighbourhood and existing customers.
- 5.2 Therefore, it is important that in these circumstances appropriate action is taken to end the tenancy and re-let the home to a customer in housing need.
- 5.3 Investigations will be undertaken to understand if the property has been abandoned. If it is determined that there is evidence to suggest the property has been abandoned, under the direction of the council, a Notice to Quit will be issued. Once the notice expires and the tenancy ends, appropriate action will be taken to regain possession of the property which may include formal legal possession proceedings.

## **6.0 SUBLETTING**

- 6.1 Introductory tenants cannot sublet all, or part of their home.
- 6.2 Secure tenants must request, and obtain, written permission from the council to sublet part of their home. Permission will not be unreasonably withheld.
- 6.3 There is no right for secure tenants to sublet all of their home.
- 6.4 You cannot sublet the whole of your property to another person. To do so would result in loss of security of tenure, which would not be regained on the tenant moving back into the property.

## **7.0 LODGERS**

- 7.1 Introductory tenants do not have the right to take in lodgers.
- 7.2 Secure tenants have the right to take in lodgers however the following applies:
  - this must not create overcrowding.
  - it may reduce any Housing Benefit received. If you are currently receiving housing benefit you must inform the Council's Housing Benefit team of your change in circumstances if you take in a lodger
  - lodger will not have security of tenure.
  - the tenant will be responsible for legally evicting their lodger if they want him or her to leave.



## **8.0 IDENTITY AND TENANCY FRAUD**

- 8.1 In tackling tenancy fraud, we will respond appropriately to ensure we understand who we are letting our properties to and who occupies our homes.
- 8.2 Measures will include confirming the identification of new customer/s including everyone in the household moving group, completing the viewing with the prospective customer, and completing two home visits within the first 12 months in accordance with our introductory Tenancy process. We will ensure we are proactive, initiative-taking and take appropriate enforcement action in any established case of tenancy fraud.

## **9.0 SUCCESSION**

- 9.1 Succession is when a tenancy is transferred on the death of a tenant to a qualifying person. The right of succession is a legal right as defined under sections 88 and 89 of the Housing Act 1985 and can depend on the type of tenancy and the terms within the tenancy agreement that apply. The Housing Act 1996 extended this right to Introductory Tenants.
- 9.2 Statutory succession can only happen once. This includes the death of a joint tenant, where the surviving sole tenant will be deemed a successor.
- 9.3 Tenants signing their tenancy agreement before 1st April 2012 have rights of succession to a wife/husband/civil partner or partner as long as he or she was living in the property as their only or main home when the tenant died and providing there has been no previous succession. In the absence of a wife/husband/civil partner or partner succession could pass to a close relative that was living with the tenant and had been for the past 12 months before the tenant died, and there had been no previous succession.
- 9.4 The Localism Act 2011 introduced some changes. Tenants signing their tenancy agreement after 1st April 2012 have more limited succession rights which are restricted to Husband/wife/civil partner or partner/joint tenant who were living with the tenant as their only or main home when the tenant died and providing there has been no previous succession. There is no right of succession for other close family members.
- 9.5 If the member of the family succeeding the tenancy is the husband/wife/civil partner or partner, they have the right to remain in the family home. Outside of this the law allows the landlord the right to ask anyone other to move if the property is larger than they need, has been specifically adapted and the successor or anyone in the household would not require the adaptations, if the home is in an age restricted scheme and the successor does not meet the age criteria or where the home would be under-occupied.
- 9.6 Where the death of a sole tenant leaves someone in the property without an automatic right to succeed to the tenancy, we will consider granting a new tenancy in certain circumstances at that, or an alternative property (if the

current property would be under-occupied by more than one bedroom or not be suitable to meet their current need).

9.7 This could include cases where the person is:

- a non-qualifying member of the tenant's family but has lived at the property for at least a year before the tenant's death.
- a family member of a deceased tenant who had previously been a successor at the property.
- someone who has cared for the deceased tenant whilst living in the property.
- someone who has accepted responsibility for the deceased tenant's dependents. In deciding whether to offer a discretionary allocation we will consider the following:
  - the size of the residual family – including any access rights to children
  - the size of the property
  - whether the successor has a live in carer that requires a bedroom
  - whether the property has any aids or adaptations • the housing need in the area
  - the age of the proposed tenant
  - the needs and wishes of the proposed tenant.
  - any other relevant information presented to us.
  - the length of time that the proposed tenant has resided at the property prior to the death of the tenant.

9.8 Discretionary allocations will allow for under occupancy where occupation/household criteria is met and the under occupation does not exceed one bedroom.

9.9 In adopting this approach to considering discretionary allocations, the Council will give due consideration to the needs of the individual and their family whilst at the same time adopting a balanced and proportionate approach to the statutory function of ensuring the best use of social housing resources in the city.

9.10 For those individuals who do not have the right to succeed and do not meet the threshold for a discretionary allocation to the property, appropriate advice and support will be provided to seek alternate accommodation.

## **10.0 ASSIGNMENT**

10.1 In certain circumstances, tenants may have the right to assign their tenancy to another person who would be entitled to succeed on a tenant's death. This may be, for example, where there is a joint tenancy and one of the tenants wishes to leave, resulting in the joint tenancy being assigned to the remaining tenant who would become the sole tenant.

10.2 Tenants are required to seek permission and can only proceed with our consent. Derby Homes will not unreasonably refuse to consent to an assignment. The only exception to this would be assignment due to a Court

Order, in these cases, Derby Homes, on behalf of Derby City Council must accept the assignment.

- 10.3 Derby Homes will review all applications for an Assignment of Tenancy to ensure the requested assignment is permitted by law, the tenancy agreement, and that there have been no previous assignments or succession of the tenancy. If it is deemed that the assignment is permitted, we will arrange for a home visit to understand if there are any reasons regarding the customer (tenant) or the property that may result in consent being refused.
- 10.4 Requests could be refused for the following reasons (this list is not exhaustive):
- The property has an age criterion of which the proposed assignee does not qualify.
  - The property has been specifically adapted for the existing customer or household member, and as such the assignment would result in the new tenant not being able to live in the home.
  - The proposed assignment would result in statutory overcrowding.
  - The proposed assignment is deemed unaffordable by the assignee following an affordability assessment.
  - There are outstanding rent arrears.
  - The assignee is not deemed to be eligible for assignment in accordance with Derby City Councils Allocations Policy
  - The property is in poor condition.
- 10.5 Approved assignments of tenancy will be confirmed in writing. A new tenancy agreement will not be provided, and no new tenancy is entered into as the tenancy is transferred and the assignment completed through a deed of assignment.

## **11.0 MUTUAL EXCHANGE**

- 11.1 A mutual exchange is whereby two or more tenants within social housing transfer their tenancies through completing a deed of assignment.
- 11.2 To be eligible each tenant must be a Council or Housing Association tenant, have a Secure/Assured tenancy and not be in rent arrears. Customers wanting to Mutual Exchange must identify the customer they wish to exchange with and apply online.
- 11.3 We are a committed member of the national Mutual Exchange scheme, House Exchange [www.houseexchange.org.uk](http://www.houseexchange.org.uk), that facilitates searching for exchanges for customers across England. Access is available to all Derby City Council and Derby Homes customers free of charge, where you can register and search for an exchange.
- 11.4 Derby Homes will review the request for mutual exchange and will decide if customer/s are eligible to apply. Customers must have a Secure Tenancy (i.e.

their period of Introductory tenancy must have elapsed) and they must have resided at their current property for 12 months or more.

- 11.5 Mutual Exchanges can only be refused subject to specific grounds. These grounds are contained in Schedule 3 of the Housing Act 1985. The decision to either approve, refuse, or approve conditionally will be provided to the customers in writing.
- 11.6 Examples of when an exchange may be approved subject to conditions would commonly be when there are existing rent arrears or alterations to the property which would require resolution prior to tenants moving house.
- 11.7 If you are a Derby City Council or Derby Homes tenant and you are completing a Mutual Exchange with another Derby City Council or Derby Homes tenant, your 'lifetime' tenancy transfers and is unaffected. When you complete an exchange you inherit the other party's tenancy and a new tenancy is not created.
- 11.8 If you have an Assured Tenancy with another Landlord which began before 1 April 2012 and you complete a Mutual Exchange with a Derby City Council Secure Tenant, you will get another 'lifetime' Secure Tenancy.
- 11.9 Further information about Mutual Exchanges and an online application form can be found at [www.derbyhomes.org](http://www.derbyhomes.org)

## **12.0 REQUEST TO GRANT A JOINT TENANCY**

- 12.1 When a sole tenant makes a request to be granted a joint tenancy, we will consider this if the person they wish to hold a joint tenancy with is their husband/wife/civil partner or partner.
- 12.2 A decision may be deferred if one or more of the following applies:
  - If the person the tenant is requesting to hold a joint tenancy with is the tenant's partner but has not lived in the household with the tenant continuously for the last 12 months, unless the tenant is married to or has a civil partnership with that person.
  - Until the tenant and the person, the tenant wants to hold a joint tenancy with has cleared any current or previous tenant related debt; Until the tenant, if there is doubt, can prove that the person they want to hold a joint tenancy with is a person who would qualify to hold a tenancy as defined in the Allocations Policy.
- 12.3 We will refuse a request to create a joint tenancy where one or more of the following applies:
  - There is an existing Court order (where this was gained as a result of the recovery of rent and service charges the Court Order will no longer be valid if the legal fees are cleared);

- There is a valid Notice of Possession Proceedings.
- The tenancy is a Demoted Tenancy.
- The tenancy is an Introductory Tenancy or a Starter Tenancy.
- The tenancy is a Family Intervention Tenancy.
- The person that the tenant wants to hold a joint tenancy with already has an interest in another social housing tenancy.
- The person that the tenant wants to hold a joint tenancy with owns another property;
- The person that the tenant has requested to become a joint tenant with has participated in behaviour serious enough to make him or her unsuitable to be a social housing tenant for more details refer to the City Council Allocations Policy.

12.4 In other circumstances we may decide that we should refuse a request, if this is the case there will need to be exceptional grounds and the Area Manager must seek approval from the Head of Housing Management before refusing.

12.5 If a decision is made to grant a joint tenancy, the old tenancy will end and a new tenancy will begin. The new tenancy will have more limited succession rights, as set out in paragraph 9.4 above.

### **13.0 TERMINATION OF TENANCY**

13.1 If an existing tenant wishes to end their tenancy, we require notice prescribed by the tenancy agreement.

13.2 Joint tenancies can be ended by either party as both are jointly responsible.

13.3 The tenant should provide notice in writing and provide the reason they are leaving and a forwarding address and contact details.

13.4 We will always discuss the reason for ending the tenancy with the tenant and we will endeavour where possible to support sustaining the tenancy.

13.5 We always require notice of termination of tenancy from the tenant in writing. There are exceptions to this where the tenant no longer has capacity. In such cases we can only end the tenancy by someone who has power of attorney or through an appointee/deputy appointed through a Court Order or where the Court makes a possession order. Also, where we suspect abandonment and keys are returned to us without notice we will accept implied surrender, after we have carried out an investigation into the abandonment.

### **14.0 DEATH OF A TENANT**

14.1 We recognise that the death of a family member or loved one is an extremely difficult time and we will seek to ensure the process for ending a tenancy on the death of the tenant is as easy as possible. It is very important that we are informed of the death of a tenant so that we can give appropriate advice and support, and begin the process to regularise or end the tenancy.

- 14.2 If we are made aware of the death of a tenant, we will make every effort to contact the personal representatives/next of kin. If the deceased customer was a sole tenant, we will request a copy of the death certificate from the personal representatives of the deceased.
- 14.3 Rent liabilities remain payable from the estate of the deceased until the tenancy is ended.
- 14.4 There are circumstances where the Next of Kin ("NOK") can provide evidence of the death certificate immediately and statutory acknowledgement that they are or will be acting as the Personal Representative of the deceased (sole tenant) and request that we end the tenancy, and they will clear the property of personal possessions.
- 14.5 On receipt of such requests and ensuring there is no risk of future legal challenge, we may agree with the NOK on receipt of the legal evidence, a date for the tenancy to end at the property and keys to be returned.
- 14.6 Where we are serving a Notice to Quit this will be issued concurrently to the Public Trustee and to the Personal Representative delivered to the property. Once the notice expires the tenancy ends and we will take steps to regain possession of the property (this could include issuing legal proceedings).
- 14.7 If the deceased was a joint tenant and there have been no previous successions, the remaining joint tenant will succeed the tenancy. This is known as survivorship. The surviving tenant shall be treated as a successor, and there will be no further right of succession.

## **15.0 TRANSFER**

- 15.1 Derby City Council does not operate a transfer waiting list. Any existing tenants wishing to move should apply through Homefinder, the Choices Based Lettings Scheme. Applications are assessed in line with the City Council Allocations Policy.
- 15.2 Existing customers who wish to move may also consider Mutual Exchange (see section 11 above).
- 15.3 We will only arrange a management transfer if there is an urgent housing need that posing an exceptional risk to a tenant or member of their household. This may be as a result of a recent and exceptional traumatic event at the property, or where there is serious and sustained risk of harm by remaining at the property, or other significant and exceptional reasons that determines the tenancy has become unsustainable.
- 15.4 In cases where an internal transfer is agreed, the tenant will be made one offer of suitable alternative accommodation. Such transfers are exceptional and are permitted through the Homefinder Partners Service Level Agreement and Derby City Council Allocations Policy.

## **16.0 ASSESSMENT, SUPPORT AND LIAISON WITH OTHER AGENCIES**

- 16.1 We will conduct a needs assessment for all new tenants and will allocate tenancy management resources based on need.
- 16.2 In addition we will:
- Work and engage with relevant Children and Adult Services, other providers, and agencies to develop a strategic cross-tenure approach to the provision of support services for all people with support needs.
  - Seek to ensure that tenants receive appropriate support to help them stay in their home.

## **17.0 HOUSING MANAGEMENT AND TENANCY SUSTAINMENT**

- 17.1 There are two Area Housing Services Teams - North and South. Each Area Team is divided into four; North Area's 1-4 and South Area's 1-4. General day-to-day housing management services are provided by a team of Housing Officers within each designated area.
- 17.2 There are also Anti-Social Behaviour teams based both North and South, who work closely with other teams and partners, including the Police and Community Safety Partnership.
- 17.3 There are also Intensive Housing Management (IHM) teams based North and South who provide a range of services that help tenants who require additional advice, guidance, and intervention to maintain and sustain their tenancies. We recognise that many issues can impact a person's ability to manage their tenancy which is why it is important that every person is assessed and that any subsequent Action Plan meets their individual needs.
- 17.4 The type of help provided will depend on each person's circumstances but can include:
- Accessing benefits
  - Maximising income
  - Debt Management
  - Rent arrears – setting up payment plans.
  - Setting up utilities
  - Accessing furniture
  - Applying for grants
  - Referring to specialist agencies/assistance with appointments (where necessary)
  - Sorting out repairs
  - Explaining/reinforcing tenancy conditions
  - Liaison with other agencies
  - Setting up/attending multi-agency meetings
  - Helping with garden/house clearance e.g. hoarding issues
  - Help to access more suitable accommodation.

## 17.5 IHM - INTRODUCTORY TENANCIES

17.5.1 All Introductory Tenants are assessed prior to their tenancy commencing to see if they would benefit from an intensive housing management service for the first year of their new tenancy. There is a schedule of regular planned visits to discuss progress and to ensure that they are equip with the necessary skills and knowledge to successfully manage their tenancy/home.

17.5.2 This service helps new tenants settle into their new home by assisting with benefit entitlement and making claims, maximising income, general budgeting, sourcing furniture, applying for charitable grants, setting up utilities, reporting repairs, signposting to specialist agencies, and help to source employment, training, or education etc.

## 17.6 IHM - SECURE TENANCIES – LOW INTENSITY INTERVENTION

17.6.1 Where it is identified that there are problems mid-tenancy, an Intensive Housing Officer will be allocated to provide additional advice, guidance, and intervention to help the tenant get back on track.

17.6.2 This is usually where it is identified that a tenant is not maintaining their property/garden or where there are reports of anti-social behaviour. The Intensive Housing Officer will work with the tenant until the issues are addressed. This is meant to be a short sharp burst of support (around 3 months) but in some cases it is substantially longer.

## 17.7 IHM - SECURE TENANCIES – HIGH INTENSITY INTERVENTION

17.7.1 A higher intensity intervention is provided where it is identified that tenants are at an increased risk of failing in their tenancy due to multiple tenancy breaches and a higher level of identified needs. These can be single people, couples, or families.

17.7.2 These tenants may find it more difficult to engage and may have failed to work with other teams or agencies in the past. Some have severe and enduring mental health issues, have been involved in or are the victims of more serious crime and ASB, are subject to safeguarding and child protection proceedings.

17.7.3 Senior Intensive Housing Officers in this team have a persistent approach which may include early morning, later evening, and weekend visits, some unannounced, to aid engagement and provide assistance to prevent the tenancy from failing. The staff will co-ordinate a multiagency approach and work very closely with partner agencies to safeguard and put in place additional support for people.

## 17.8 IHM – PROJECT SPECIFIC INTERVENTION

17.8.1 We also provide a tailored service for specific projects such as the Adults Housing Pathway, for customers with Learning Disabilities, Domestic Abuse



service, providing housing intervention for victims/ survivors of Domestic Abuse, Staying Close Project, for young people leaving care who require housing and Unaccompanied Asylum Seeking Children, providing housing and tenancy assistance to young people making a new start in Derby.

17.8.2 They build relationships with specialist services so that they can liaise with them on issues and ensure the tenant receives appropriate support, whilst working with the tenant to resolve their tenancy issues.

17.8.3 Further information about Intensive Housing Management services can be found at [www.derbyhomes.org](http://www.derbyhomes.org)

## **18.0 RESPONSIBILITIES UNDER THIS POLICY**

18.1 All relevant staff responsible for the delivery of tenancy management are required to adhere to this policy. Any request to deviate from the principles of this policy requires escalation for review and approval consideration to the Head of Housing Options and Head of Housing management.

18.2 The Head of Housing Options and Head of Housing Management are responsible for the overseeing the implementation of this policy.

## **19.0 RISK MANAGEMENT**

19.1 The headline risks associated with this policy are:

<b>Risk Description</b>	<b>Risk Impact</b>
Failure to comply with statutory requirements and rules and guidance issued by the Government and their departments, and the Regulator of Social Housing's Consumer Standards	Regulatory intervention, legal action, adverse publicity, and potential financial impact on the organisation. Risk of complaints/challenges including to the Ombudsman, and risk to levels of satisfaction with services/Derby Homes
Failure to proactively manage our housing stock due to ineffective investigations and delays.	Increase in rent arrears and impact on our neighbourhoods of abandoned and empty homes. Impact on neighbours/communities if ASB not dealt with quickly and appropriately. Impact on tenants and their households if they are not appropriately supported and treated fairly and transparently.

## **20.0 DATA PROTECTION, RECORD STORAGE AND RETENTION**

20.1 We understand that confidentiality is important to customers and will treat all information relevant to each customer in the strictest confidence.

20.2 We approach the protection of personal data in a comprehensive manner in line with the Data Protection Principles of the UK General Data Protection

Regulations (UK GDPR) and the Data Protection Act 2018 (DPA) (collectively referred to as the Data Protection Legislation).

- 20.3 Any personal information relating to tenants is stored on Derby Homes/Derby City Council systems which are compliant with the principles of GDPR and our Document Retention Policy.

## **21.0 EQUALITY AND DIVERSITY**

- 21.1 This policy meets the requirements of the equality impact assessment and is compliant with the requirements of the Equality Act 2010.
- 21.2 This means that we will not discriminate against customers on the grounds of their age, disability, gender reassignment, marriage or civil partnership status, pregnancy or maternity status, race, religion or belief, sex, or sexual orientation.
- 21.3 We will, on request, provide translations of any documents, policies and procedures in different languages and other formats to suit requirements and support reasonable adjustments for easy access to our service.

## **22.0 COMMUNICATION**

- 22.1 This policy will be stored on our intranet and will be communicated to all staff involved in tenancy management processes. The policy will also be made available on our website to provide easy access for customers and our partners.

## **23.0 LEARNING & DEVELOPMENT**

- 23.1 We are committed to putting arrangements in place that ensure effective training of all staff.
- 23.2 This policy and the procedures that support it will be the subject of a mixed platform of training across relevant teams within Derby City Council and Derby Homes. This training will be bespoke to the individual stakeholders and include:
- Team Briefings, for those who need to be aware of it but not actively involved in the delivery.
  - On the job training, for those who need to adhere to this policy and use the accompanying procedures in their daily roles.

## **24.0 PERFORMANCE MANAGEMENT**

- 24.1 We will use the following non-exhaustive list to measure and monitor our performance with a continued focus on service improvement:
- Provision of KPI measures linked to operational performance.

- Number of complaints relating to our service offer and applying any learning or service improvements from customer feedback.
- Customer satisfaction measures with our service and service style.
- Monitoring of compliance through operations management controls such as
- audit samples of tenancy management procedures.

## **25.0 POLICY REVIEW**

- 25.1 This policy will be reviewed every 3 years or sooner if required to do so driven by statutory, regulatory, or best practice requirements; and/or the need to update following reviews of other Derby Homes/Derby City Council policies that impact on the tenancy Management Policy.