Tenancy and Estate Management Policy

February 2025

Housing Services

Stroud District Council
Ebley Mill
Stroud
GL5 4UB

Email: customer.services@stroud.gov.uk
Website: https://www.stroud.gov.uk/
Telephone: 01453 766321

Document Version Control			
Date	**Version**	**Issued by**	**Summary of changes**
11/2021	1.0	Michelle Elliott	
04/10/2024	1.1	Stuart Pattison	First draft for consultation
23/01/2025	1.2	Stuart Pattison	Second draft following consultation feedback
30/05/2025	1.3	Stuart Pattison	Amended wording at s6 to mirror tenancy 5.4.3

Policy Review			
Updating frequency	**Review date**	**Person responsible**	**Service**
4 years	February 2029	Head of Tenant Relationships	Housing Services

Policy Review			
Updating frequency	**Review date**	**Person responsible**	**Service**
4 years	February 2029	Head of Tenant Relationships	Housing Services

Document Review and Approvals		
Name	**Action**	**Date**
Housing Committee	Approved	November 2021
Housing Committee	Approved	February 2025

Contents

1 Introduction 4
1.1 Purpose and Scope 4
1.2 Local Context 4
2 Aims and Objectives 4
3 Common Parts 5
3.1 Communal Cleaning 6
3.2 Window Cleaning 6
3.3 Communal Bin Stores 6
3.4 Disposal of Refuse, Dumped Rubbish, Fly-tipping and Bulky Waste 7
3.5 Litter and Dog Fouling 7
3.6 Communal Door Fobs/Replacement Keys 7
3.7 Grounds Maintenance 7
3.8 Play Areas 7
3.9 Sharps and Hazardous Materials Removal 8
3.10 Graffiti Removal and Vandalism 8
3.11 Lifts 8
4 Gardens 8
4.1 Trees and Hedges 9
5 Land Ownership Disputes/Fencing and Walls 9
6 Vehicles and Parking (including abandoned vehicles) 10
6.1 Mobility Scooters 10
6.2 Garages 11
7 Repairs and Improvements to Properties 11
7.1 Tenant Improvements and Alterations 11
7.2 CCTV and Surveillance Equipment 12
7.3 Major Works 12
7.4 Decants 12
7.5 Rechargeable Repairs 13
8 Right of Access 13
9 Routine Property Inspections and Visits 13
10 Infestations and Pest Control 14
11 Tenancy Rights and Responsibilities 14
11.1 Pets and Livestock 14
11.2 Abandoned Dogs 15
11.3 Property Condition 15
11.4 Hoarding 15
11.5 Running a Business 16
11.6 Home Contents Insurance 16

11.7 Abandonments and Non-occupation 16
11.8 Tenancy Changes – Assignment and Succession 17
11.8.1 Assignment 17
11.8.2 Succession (when a tenant dies) 17
11.9 Subletting 18
11.10 Right to Buy 18
12 Dealing with Tenancies 18
12.1 Tenancy Audits and Fraud 18
12.2 Crime and Anti-Social Behaviour 18
12.3 Issuing Tenancies 19
12.4 Ending Tenancies 19
12.5 Tenancy Support 19
14 Communication and Consultation 20
14.1 Neighbourhood Inspections and Walkabouts 20
14.3 Housing Services Contact Details 21
15 Complaints and Feedback 21
16 Equalities Statement 22
17 Monitoring and Review 22
18 Legal and Regulatory Framework 22
19 Links to Documents and Policies 23
appendix 1 – Types of Tenancy used by the Council 24

1 INTRODUCTION

This Policy outlines Stroud District Council's approach and responsibilities to Tenancy and Estate Management for its Council owned housing stock and estates, along with the responsibilities of our tenants. The Council believes that everyone should be able to live in a well maintained, safe and clean environment which they can be proud of.

Tenancy and Estate management is a vital part of the Council's role of delivering and promoting safe, secure, sustainable, and desirable communities and goes beyond looking after buildings and physical environment. It is also about good quality services, provision of advice and support to tenants, tackling anti-social behaviour, ensuring a safe environment, managing our properties and tenancies, and working in partnership with stakeholders to enhance the local neighbourhood, along with the economic prospects of our residents.

1.1 Purpose and Scope

This policy applies to all Council tenancies and estates where the Council has a responsibility (either exclusively or in part) for the condition of the neighbourhood. The policy also applies to any communal areas associated with the Council's housing stock.

The policy outlines the Council's responsibilities and our approach to neighbourhood management. It also covers the commitment to a partnership approach to area inspections, involving tenants where possible.

This policy is to be read in conjunction with the Council's tenancy agreements (see a summary of the types at Appendix A) and leasehold agreements, which further define these responsibilities.

The Transparency, Influence and Accountability Standard issued by the Regulator of Social Housing, requires all social housing landlords to provide tenants with accessible information which sets out 'what they can expect from their landlord and hold them to account'. This includes landlords undertaking periodic in person contact with their tenants and ensuring mechanisms are in place for tenants to influence and shape standards for neighbourhoods and service delivery. The standard also sets out that policies relating to neighbourhood management must be fair, reasonable, accessible, and transparent. Where relevant, policies should also set out decision-making criteria and appeals processes.

1.2 Local Context

Stroud District Council has a housing stock of around 5,000 properties, across the Stroud district. Most of the stock are houses and bungalows with the remainder consisting of flats. The Council's Independent Living sites are exclusively let to older people, aged 55 and over.

2 AIMS AND OBJECTIVES

Our aims and objectives are broadly as follows:

- Ensure that tenants are meeting their tenancy conditions and to enforce them when they are not.
- Ensure that tenants are aware that we can provide support and advice about how they can comply with their obligations, to maximise tenancy sustainment in compliance with the Regulator's Tenancy Standard.

- Take appropriate action where tenancy conditions are not being met and which impacts on neighbourhoods.
- Ensure tenants and their households can live in a secure, clean, and safe environment.
- Maintain, in conjunction with our residents, clean, safe, and secure external and internal communal areas in our blocks and neighbourhoods.
- Ensure that the Council delivers tenancy and estate management services within the context of the Regulator of Social Housing's Regulatory Standards.
- Encourage tenants to participate in the delivery and development of tenancy and estate management services.
- Work with our partners and contractors in delivering services to the agreed standards through monitoring and audit to ensure value for money for tenants.
- Effectively work in partnership with other key agencies to provide services that will benefit all members of the community and improve the future social, environmental, and economic prospects for our tenants in compliance with the Regulator's Neighbourhood and Community Standard.
- Ensure that our tenants are not directly or indirectly discriminated against because of our approach to Tenancy and Estate Management.

3 COMMON PARTS

The Council owns and manages flats and maisonettes contained within blocks and Independent Living schemes for older people. These types of accommodation have shared common parts which are maintained by the Council.

Any potentially dangerous or hazardous materials e.g., bodily fluids or discarded needles must be reported to the Council, as soon as reasonably possible, so that removal can be arranged by suitably trained individuals and the area made safe.

Personal items such as toys, trampolines, playhouses and other similar objects or structures must not be left in communal areas including shared garden/open spaces on estates. The construction or erection of sheds, fences, gates and other structures in these areas is also prohibited.

Communal entrance doors should never be jammed/propped open or interfered with in any way as this is a safety and security risk for the residents. Where there is evidence that a tenant has wilfully caused damage to a communal entranceway, the repair is considered a rechargeable repair and will be dealt with under the Repairs and Planned Maintenance Policy.

The Council has a Fire Safety Policy and Procedure which sets down clear and consistent guidelines for managing the storage of belongings in communal areas. This also sets out the Council's approach to fire safety including undertaking fire risk assessments, maintaining fire safety equipment (where applicable), and ensuring tenants are fire aware, including evacuation arrangements in the unlikely event of a fire. In line with the provisions of the Regulatory Reform [Fire Safety] Order 2005, no items will be left in communal areas that could prevent access to or from a property in the event of an emergency.

The Council will remove items from communal areas, giving notice to tenants where possible. In line with the Fire Safety (England) Regulations 2022, the Council provides appropriate fire safety information and instructions to residents of our Independent Living schemes and general needs blocks of flats. This information is displayed within the actual premises, is sent to tenants on an annual basis and is also provided to new tenants upon sign-up.

Other periodic health and safety checks of communal areas and facilities will be undertaken by Council staff to ensure they remain free from hazards and as required by the relevant legislation. This includes PAT testing of communal electrical equipment (every 6 months for portable equipment and 12 months for static equipment) and Legionella testing of communal showers and low use water outlets on a weekly basis in Independent Living schemes.

Use of communal spaces (including lounges, kitchens, toilets, showers, laundries and gardens) in Independent Living schemes by external agencies or visitors is at the discretion of the Council's Independent Living Team.

3.1 Communal Cleaning

In buildings where there are shared internal communal areas and where tenants pay a service charge, the Council will be responsible for the cleaning of these areas.

In-house teams and contractors will conduct communal cleaning, to a standard specification that details what tasks are required and at an agreed frequency to keep the areas in a clean state.

Cleaning contractors are supervised by the Council's Community Services. We may also use tenants/leaseholders and Housing Service employees to provide feedback to Community Services about cleaning standards.

Further information regarding service charges, can be found on the Council's website.

3.2 Window Cleaning

In some buildings, we provide a window cleaning service for the communal windows that is paid for through a service charge paid for by tenants and leaseholders. The frequency of this may vary by area.

Cleaning contractors are supervised by Community Services. We may also use tenants/leaseholders and Landlord Service employees to provide feedback to the Communities Team about cleaning standards.

3.3 Communal Bin Stores

Communal bin stores are for the sole use of our tenants/leaseholders (and authorised occupants of tenanted/leasehold properties) and must be used in accordance with the guidelines prescribed by the Council. The Council will ensure that the communal bin store areas are clean and maintained.

Where there is an issue with the bin store area, tenants can inform their Housing Officer who will then inform the relevant section of the issue. Where the bin area has been subject to fly tipping or inconsiderate use, the Housing Officer will ensure the offending items are removed. At the same time, the Housing Officer will make enquiries, and where the individual is identified, will work with the relevant team to take appropriate action against them, including tenancy enforcement and environmental protection powers.

Where non residents are causing the problem through fly-tipping, the Council will thoroughly investigate, working in partnership with the Environmental Health Team to identify and prosecute the perpetrator(s); making sure the full cost of this service is recovered.

The responsibility for the timely emptying of the refuse bins is the responsibility of the Council's Community Services and appointed contractor, presently Ubico, and does not fall under the remit of a landlord function.

3.4 Disposal of Refuse, Dumped Rubbish, Fly-tipping and Bulky Waste

Tenants should ensure that their bins are put out for their bin collection day and taken back in on the day of collection, and that rubbish and recycling is disposed of in the appropriate manner using the facilities provided.

Any issues over the collection of waste should be reported to the Council's Community Service immediately.

The Council's waste management contractor (Ubico) offers a bulky waste collection scheme. Arrangements for the removal of bulky items and any associated costs are the responsibility of the tenant.

Where problems are identified through proactive neighbourhood walkabouts or the Council receive reports about inappropriate refuse disposal, fly tipping or bulky waste, we will take steps to investigate the matter and where necessary pursue perpetrators in line with the Council's housing management and environmental enforcement powers.

3.5 Litter and Dog Fouling

The Council will act to remove litter from communal housing land as soon as possible, to ensure that our estates provide a high-quality living environment.

Tenants should refrain from dropping litter and take any rubbish home or use the public bins in the estate or neighbourhood.

Where a person is witnessed by a Council officer committing an offence, the Council will issue a Fixed Penalty Notice (FPN). This also applies to dog fouling and both incidences are covered under the Council's Anti-Social Behaviour Policy.

3.6 Communal Door Fobs/Replacement Keys

If a door fob to a communal entrance door has been misplaced or lost, any additional fobs requested will be charged for and must be paid for in advance before being supplied.

Tenants are responsible for replacing lost property keys.

The exception being those tenants that may be in this position due to their vulnerabilities. The Council will assess tenant's circumstances on a case-by-case basis and those deemed vulnerable may not be charged for replacement door fobs and/or the lock change.

3.7 Grounds Maintenance

The Council will ensure that work is undertaken on a routine basis to ensure that communal grounds on housing estates (including Independent Living schemes) are maintained to a good standard.

Grounds maintenance will generally take place between April and October, weather permitting, with the inclusion of grass cutting, strimming, shrub pruning, weed control, litter picking and footpath clearance.

Tenants and leaseholders are responsible for maintaining any external space allocated to them or within the curtilage of their home such as gardens.

3.8 Play Areas

Play areas owned by the Council and on Housing Services land will be maintained and regularly inspected to ensure they are safe for use.

Periodically, assessments will be undertaken to review the viability of play areas; if the outcome of any assessment identifies a play area that is no longer viable, the Council will consult local residents on options and take the appropriate action.

3.9 Sharps and Hazardous Materials Removal

Where we receive reports or identify issues with needles, syringes, or other sharp hazardous materials in communal areas we will arrange removal by a specialist team or contractor within 24 working hours. We encourage tenants to report this to us as soon as possible and avoid removing the item themselves to prevent risk of harm, and so they can be disposed of appropriately.

3.10 Graffiti Removal and Vandalism

Offensive, racially abusive or obscene graffiti will be removed from Council property or land under Council control within 5 working days of it being identified/reported to us, subject to contractor.

Non-offensive graffiti will be removed within 28 working days, subject to contractor.

Damage to Council property or land caused by acts of vandalism will be repaired as quickly as possible. If tenants are reporting damage to their home, they may be asked to report the matter to the Police and provide a crime reference number before a full repair is made, following the issue being made safe.

We will take a positive approach to working with other agencies to discourage acts of vandalism and encourage that all incidents are reported to Police. In relation to offensive and abusive graffiti, this may be considered a hate crime and addressed through the Anti-Social Behaviour Policy. This includes taking necessary steps to identify and act against those responsible. Appropriate enforcement action will be taken against all known perpetrators of vandalism to property, and where possible the Council will recover the costs of any work necessary to make good the damage.

3.11 Lifts

We will ensure that lifts are maintained and inspected regularly to ensure safe and efficient travel, in line with our legal requirements.

Tenants who would struggle to use the stairs in the event of a lift being out of service or in an emergency should notify the Council immediately.

Tenants must not attempt to use lifts in the event of a fire, or the lift being marked as out of service.

If a tenant has any concerns about the operation of the lifts within a block of flats managed by the Council, they should report this to us as soon as reasonably possible.

4 GARDENS

The Tenancy agreement sets out that the tenant is responsible for the garden that is allocated with the property. Gardens are to be maintained to a reasonable standard which is outlined at the point of sign up**.**

The Council is responsible for the demarcation of gardens allocated to tenants. Those allocated flats where a garden does not form part of the tenancy should not demarcate any communal gardens whether by erecting a fence or creating a boundary by any other means. The Council will remove all such structures to return the land to be communal.

Officers will monitor the condition of gardens as part of inspection visits and whilst conducting their normal duties on the district. If Officers or contractors become aware of an unkempt garden, hoarding or concerns around property condition, they will report this to the Housing Management Team.

The Council will act in the best interest of the tenant and neighbourhood and will use the Untidy Garden Procedure to protect and manage its estates.

In extreme circumstances, any failure to maintain garden areas may be seen as a breach of the tenancy agreement and the tenancy may be at risk.

Where the garden is unkept and overgrown, the Council will expect the resident to pay for any costs associated with clearance. The exception to this is those tenants that may be in this position due to their vulnerabilities. Requests for assistance are assessed on a case-by-case basis and where eligible, the Council will facilitate support and assistance from agencies or charities.

In cases where tenants are unable to maintain their garden due to age, disability, or poor health, help and assistance may be given to find appropriate gardening services or to find alternative suitable accommodation. However, this does not alter the fact that maintenance of the garden is the tenant's responsibility.

Tenants will be responsible for the payment of any gardening services.

4.1 Trees and Hedges

Trees and hedges which are located within the Council's communal areas (external shared areas) will be maintained in line with the Council's tree and hedge management procedures and are inspected on a regular basis, to manage the risk to tenants and members of the public.

Trees that are positioned within the boundary of a tenant's garden are the sole responsibility of the tenant to maintain and keep to a manageable size, however we encourage tenants to contact us if they have trouble maintaining a tree that poses a health and safety concern. Where a Tree Preservation Order exists (https://www.stroud.gov.uk/environment/planning-and-building-control/conservation-biodiversity-listed-buildings-trees-and-hedgerows/trees/trees/), no work should commence until permission has been given by the Council.

Tenants who have hedges that denote boundaries with a neighbouring property are required to trim the hedge on their side of the boundary.

5 LAND OWNERSHIP DISPUTES/FENCING AND WALLS

The Council will investigate and where possible, seek to resolve disputes in relation to boundaries such as fencing and walls, by offering guidance, mediation and signposting as appropriate. The Council will clarify the demarcation of property with boundary maps and deeds.

The Council will be responsible for the repair and maintenance of any fence and/or wall that has been erected on or on behalf of the Council. Responsibility for the repair, maintenance, and replacement of any fence and/or wall that has been erected by the tenant following

permission granted by the Council to do so (or if accepted as a non-standard former tenant improvement at the time of the tenancy commencing) will be that of the tenant(s).

6 VEHICLES AND PARKING (INCLUDING ABANDONED VEHICLES)

As a landlord, the Council does not provide dedicated parking for all properties. We will advise tenants if there is any parking attached to their tenancy.

In some instances, the only parking available is on the public highway.

Where there is dedicated parking within the boundary of the property, the car or other vehicles must be parked on a properly constructed and appropriately sized hard-standing, driveway, paved parking area or in a garage. Tenants must have a dropped kerb to allow them to drive across the public highway.

Tenants wishing to build a garage, or have a parking space, drive or dropped kerb installed must only do so with written permission from the Council.

All vehicles parking within the Council's car parks must have a current valid road tax and be roadworthy.

Tenants must not park any car, caravan, motor home, or vehicle of over 4.5 metres in length or weighing over 2,500 kilograms or a trailer or horse box or tractor on the property or in a Stroud District Council owned car park without getting our permission beforehand.

As a landlord, the Council is not able to resolve local parking issues through the Tenancy Agreement, however dangerous or illegal parking may be reported to the Highways Authority or the Police.

Tenants are reminded of the need to park with consideration in line with highway restrictions and ensure there is safe access to the street for emergency vehicles to access the area. Tenants must not park on grassed areas in or around properties managed by the Council.

Vehicle repairs should not be undertaken at the property or on resident car park areas where this is likely to result in nuisance or annoyance to neighbours, pollution to the locality or damage to the interior or exterior of the property.

The undertaking of vehicle repairs for which you are being paid is strictly prohibited.

Tenants must not keep any vehicle, for example motorbikes, scooters, quadbikes or any similar motorised devices and their fuel which may pose a significant fire hazard, with the exception of mobility scooters (see section 6.1 below), inside the property or inside any communal areas within a block of flats. Tenants are responsible for ensuring the safety of any personal electrical items, including vehicles, stored and charged within their home.

We will work with relevant agencies and partners to identify the owner and remove untaxed/abandoned motor vehicles on Council land. If the registered owner refuses to remove the vehicle, the Council will do so, and the owner will be recharged for any costs incurred.

6.1 Mobility Scooters

The Council recognises that the use of electric mobility scooters can have a significant impact on an individual's ability to maintain an independent life. The increase in the number of mobility scooters has presented a number of specific issues in relation to storage and charging of scooters in communal areas and properties and potential damage caused by inappropriate use of scooters in properties. The Council recognises the need to support

tenants in maintaining their independence but will not allow this to impact on the safety or security of other tenants.

The Council aims to ensure that it supports the individual needs of those tenants who use a mobility scooter to maintain independence whilst at the same time, adhering to the requirements of Gloucestershire Fire and Rescue Service and other relevant legislation and guidance, particularly those associated with the risk to buildings and tenants, by continuing to maintain high standards in health and safety.

In the event that a tenant experiences permanent mobility issues, appropriate support will be offered, including signposting/referring to appropriate agencies and assisting with options to move to more suitable housing.

All tenants must obtain written permission from the Council before they, or a member of their household, acquires a mobility scooter. The Council will respond to mobility scooter requests within 28 calendar days of receiving the form.

Permission will be subject to the property type. Storage and charging of mobility scooters within the communal areas of buildings is not permitted, unless this is in a designated area specifically provided for this purpose. When using an external charging point, a suitable waterproof transformer must be used.

Prospective tenants who already have a mobility scooter will be advised of the Mobility Scooter Policy before signing for a tenancy. They will not automatically be given permission to keep a mobility scooter and will be subject to the same assessment criteria as existing tenants.

A copy of the Council's Mobility Scooter Policy, which sets out the approach, is available upon request.

6.2 Garages

On some estates garages may be available for rent. Additional charges and garage terms and conditions will apply. Garages should be used in accordance with the conditions of the licence agreement and should not be sub-let or used inappropriately.

The Council will manage garages on housing land in such a manner as to maximise income whilst ensuring an efficient and effective service for garage tenants.

The Council are responsible for the repair and maintenance of the garages owned by them and will consider the cost implications associated with such repairs before progressing any works. However, tenants are expected to report garage repairs to the Council for assessment and possible Council repair.

Vehicle repairs should not be carried out on garage sites, where this is likely to result in nuisance or annoyance to neighbours or pollution to the locality.

7 REPAIRS AND IMPROVEMENTS TO PROPERTIES

7.1 Tenant Improvements and Alterations

Secure tenants have the right to undertake improvements to the property, subject to permission from the Council.

Introductory tenants are only able to carry out limited improvements and alterations.

Tenants must have written permission from the Council prior to undertaking any alterations or additions to their home. This includes (but is not limited to) satellite dishes, aerials, domestic CCTV including video doorbells and external decorations.

In all cases, tenant improvements must comply with the following conditions:

- All works shall be carried out without cost to the Council.
- All work must be carried out in accordance with the manufacturer's specification by a competent or qualified tradesperson.
- All works must comply with the relevant Building and Planning Regulations.
- When ending the tenancy, the tenant must remove any of the improvements and return the property to its original condition, unless permission is granted by the Council for the improvements to remain.
- If the improvement directly or indirectly causes damage to the property which is not corrected the tenant is liable for all costs incurred by the Council in rectifying the damage.

All requests will be dealt with within 28 calendar days of receipt.

7.2 CCTV and Surveillance Equipment

Where tenants wish to use CCTV or other surveillance equipment e.g., Ring doorbells, they must apply for permission prior to installing them, in line with the Tenant Improvements and Alterations Procedure. If images are captured within the boundary of the property including the garden, then the data protection laws will not apply.

However, if their system captures images or other data of people outside the boundary of the property, then the General Data Protection Regulation (GDPR) and the Data Protection Act 2018 will apply, and the tenant must ensure they comply with the legal framework as the data controller.

The Council may from time to time install CCTV on and within blocks and across our estates, for which a service charge may be applied. Council CCTV is passively monitored. Affected tenants will be consulted prior to any installation or alteration of existing CCTV installations. The General Data Protection Regulation (GDPR) and the Data Protection Act 2018 will apply, and the Council will be the data controller. All data will be handled in line with our Data Protection Policy.

7.3 Major Works

The Council will carry out improvement works to its properties, and this will be done on a scheduled basis in line with the Council's Asset Management Strategy and Repairs and Planned Maintenance Policy.

The Council will aim to undertake a stock condition survey on each of the properties within our housing stock at least once every 5 years. The information obtained through this survey, along with other information held by the Council, will be used to determine our major works programme.

When improvement works are going to be undertaken at our properties, the Council will give the tenant advance notice by writing to them explaining what works are to be carried out, how they will be carried out, and when they are due to start and end.

7.4 Decants

In some circumstances, tenants may need to move from a property whilst alterations or major repairs works are carried out, or where a property is to be disposed of or to enable regeneration. In such cases the Council will find suitable temporary or permanent accommodation whilst the work is being carried out. The Council will cover the reasonable disturbance and moving costs incurred by tenants being decanted. Where appropriate tenants may also be entitled to a statutory home loss payment.

Decanting of tenant(s) will be line with legislation and the Council's Decant Policy.

7.5 Rechargeable Repairs

Repairs which are not considered fair wear and tear, caused through mistreatment by a tenant, household member, visitor or pets will be categorised as a recharge and remain the responsibility of the tenant. In exceptional circumstances the Council will take into consideration vulnerabilities that the tenant may be experiencing such as victims of domestic abuse. This is considered on a case-by-case basis.

Rechargeable repairs will be managed in line with the Council's Repairs and Planned Maintenance Policy.

8 RIGHT OF ACCESS

Council Officers will never enter any tenanted property by any means without the tenant's knowledge or permission, or without a court order, unless in cases of genuine emergency, for example in situations of fire and flood, insecure properties and/or where partner agencies believe that there is a serious and imminent risk to life or welfare.

In case of an emergency, it may not be possible to provide reasonable notice to access the property to prevent damage or harm to people and property. In cases where access must be gained in an emergency and the tenant or nominated other person is unable to be contacted, the property will be left secure and the tenant left with information on how to regain access to their property, or other suitable accommodation if their home has or will become uninhabitable.

It is a requirement of the tenancy that the tenant provides access to the property. Repeated failure to allow access will be deemed as a serious breach of tenancy and legal action may be taken to access or gain possession of the property.

Details of access requirements are set out in tenancy agreements and the Gaining Access Policy.

9 ROUTINE PROPERTY INSPECTIONS AND VISITS

The Council will undertake regular inspections which will include the exterior and interior of Council properties. The frequency of the checks will be at the discretion of the Council.

There may be occasions where the Council will visit unannounced. Where this is not convenient to the tenant, the tenant retains the right to request a future visit to be made at a time suitable for both the tenant and the Council.

Where the Council needs to gain access to the property, the tenant will be given prior notice with a minimum of 24 hours unless this is to carry out necessary emergency work.

A new tenancy visit will normally be undertaken within 6 weeks of a tenant signing for a tenancy. The visit will be undertaken by a Tenancy Sustainment Officer. The purpose of this visit is to ensure that the tenant is settling in the property, and to identify any issues that may impact on the tenant sustaining their tenancy. A further visit may be completed within the

first 8 months of the tenancy as part of the review of the Introductory Tenancy. Thereafter, periodic tenancy inspections or audits will be arranged with a Housing Officer during the life of the tenancy.

Pre-transfer visits will be undertaken prior to a tenant being allowed to transfer to a new property through the housing waiting list. At this visit, an inspection will take place to determine the condition of the property. If the property fails the property inspection (as it does not meet the expected standard to transfer), the tenant will be given a short period of time to bring the property up to a required standard. Transfers will not be approved unless an inspection has taken place. In exceptional circumstances the Council will take into consideration vulnerabilities that the tenant may be experiencing such as a disability which is the reason for moving. This is considered on a case-by-case basis.

Pre-termination inspections may be undertaken prior to a tenant ending their tenancy. This inspection will determine the condition of the property and highlight any repairs which are required to be undertaken before the tenant leaves the property or before the property can be re-let. If works identified as the tenant's responsibility are not completed as requested and specified, the tenant may be recharged for any outstanding works. If the tenant fails to pay for these works, they will be pursued for the costs. This may affect future housing applications if the charges are not paid.

Other visits will also be undertaken as and when required. These include:

- Inspections
- Surveys
- To carry out repairs, major works, servicing, and safety inspections
- Gas and electrical checks
- To check compliance with the tenancy conditions.

10 INFESTATIONS AND PEST CONTROL

Infestation or pests in a tenant's home and garden are the responsibility of the tenant and treatment should be arranged and paid for by the tenant as per the Tenancy Agreement.

Tenants reporting infestations should be advised to contact the Council's pest control service who will be able to advise about the appropriate local services and cost to tackle the infestation. The Council's Environmental Health team may provide advice and treatments and will prioritise pests of a public health significance such as rats, mice, wasps, fleas and other insects.

The Council will treat infestations or pests found in communal areas e.g., in blocks of flats to prevent the spread of the infestation to tenanted properties.

In all cases of pest infestation, the Council will seal any access routes into the structure of the property, for example which may be allowing rodent infestations.

In some instances, infestations can be caused because of the actions of the tenant. Tenants must ensure their property is kept free from pests and vermin and not do anything which will encourage their presence including feeding wild pigeons, squirrels, etc., or failing to dispose of household waste. Enforcement action may be taken if this is the reason for the infestation.

For more information please see the Council website: Pest control.

11 TENANCY RIGHTS AND RESPONSIBILITIES

11.1 Pets and Livestock

The Council accepts that keeping pets offers significant benefits to their owners and therefore encourages it within reason. The Tenancy Agreement terms and conditions state tenants may be permitted to keep pets and livestock. Tenants are required to obtain the Council's written permission if they want to keep any pet or livestock, which will not be unreasonably withheld.

Tenants are not permitted to keep any animal which has been classed as dangerous under the Dangerous Wild Animals Act 1976 or the Dangerous Dogs Act 1991 at any property owned by the Council (consideration will be given to existing dogs where the government allows persons to keep these with a certificate of exemption and other conditions).

Tenants will not be given permission to use the property for the purposes of breeding or selling animals, operating a pet sitting or a grooming service.

Pets must be always kept under proper control, in a safe and hygienic manner, and must not cause a nuisance, annoyance or harm to anyone in the community.

Pets should not cause damage to any parts of the property owned by the Council.

Fouling or mess created by a pet(s) must be cleared up immediately and in a hygienic manner.

Where the Council is satisfied that pets are causing a nuisance to neighbours or damaging the property, the Council has the right to withdraw at any time permission implied by the tenancy agreement or expressly given. Permission can be withdrawn for any reason and the Council may enforce its decision by taking appropriate legal action or by instructing the tenant (s) to rehome the pet.

Where staff or contractors visit the property, tenants are expected to secure their pets in another room of the property.

The Council will apply the Pet Policy in all cases.

11.2 Abandoned Dogs

Where a dog is abandoned in a property, the Council does not have a duty to care for the dog as it does not meet the definition of a stray. The tenant must make arrangements for rehoming the dog via a charity e.g. RSPCA or via family members.

If a dog is abandoned and the RSPCA and/or a family member do not take the dog(s) in, and the Council must make arrangements to kennel the dog(s), the Council will seek to recover all costs accrued.

11.3 Property Condition

Where the property is in a poor condition, tenants will be asked to bring their property to an acceptable standard as set out by the Council. Support may be offered by the Council to assist the tenant in making improvements with the condition of their home or we may signpost/refer to external agencies, where this is more appropriate.

Failure to bring the property up to an acceptable standard will result in enforcement action being taken and places the tenant's home at risk.

11.4 Hoarding

Tenants have a common law responsibility to ensure their own health and safety. Once the Council becomes aware of any hoarding, it will make every effort to work with the tenant, however, this cannot take precedence over the Council's Health and Safety responsibilities.

Support will be offered to tenants, but if they choose not to engage with the Council or any external agencies or fail to take sufficient action to reduce health and safety risks to an agreed acceptable level, then legal action will be sought to bring the matter to conclusion.

In exceptional circumstances the Council may undertake to remove hoarded items and make property safe and recharge the tenant for the costs incurred.

11.5 Running a Business

Tenants wishing to run a business from their home will require written permission from the Council. Whilst permission will not be unreasonably refused, an application may be rejected if is it deemed that the business is likely to cause a nuisance to neighbours or the local community. Examples of businesses which may be considered to be unreasonable include those business which may lead to a significant level of noise and any business requiring a significant number of visitors to the property or business which requires work to be undertaken or stock to be stored outside.

If permission is granted to run a business, then the tenant must have the necessary insurance and legal permissions e.g. planning permission and an appropriate level of public liability insurance.

11.6 Home Contents Insurance

The Council does not provide home contents insurance; however, it does expect tenants to take out appropriate home contents insurance to protect their belongings in the event of a fire, flood, theft, accidental damage, or natural disaster etc. Details of the Council's partner insurance provider can be found on the Council's website: Home contents insurance

11.7 Abandonments and Non-occupation

It is a requirement within the tenancy conditions that the property is occupied as the main and principal home. We recognise that tenants may not be at home for a period of time, for a variety of reasons.

The Tenancy Agreement states that tenants must notify the Council if they intend to be away from home for a period of longer than 28 days, as a result of holiday, admission into hospital, custodial sentence, or employment. Tenants are advised to leave a key to the property with a relative or another trusted person and provide the Council with the contact details to ensure that access can be gained to the property in an event of an emergency.

Where we believe that the tenant(s) may have abandoned the property, we will take enforcement action in line with legislative requirements and follow our procedures to regain possession of the property.

We will ensure that all appropriate checks have been made to establish, as far as reasonable, that the property has been abandoned, before issuing a Notice to Quit and making an application to the Court to recover possession of the property.

The Council will act in accordance with legislation and within the General Data Protection Regulations in relation to the handling and disposal of possessions and information which is sensitive and/or personal data remaining in a property at the end of a tenancy.

11.8 Tenancy Changes – Assignment and Succession

Secure tenants do not have a statutory right to add people to their tenancy agreement. Secure tenants have a right to assign and to succession. Introductory and non-secure tenants cannot assign their tenancy.

11.8.1 Assignment

There are a number of ways a tenant may assign their Secure tenancy:

- The Court can order a tenant to transfer their tenancy to a spouse or civil partner.
- With the Council's written permission, a tenant may assign their tenancy to a person qualified to succeed to their tenancy
- Tenants may assign their tenancy by way of mutual exchange. Tenants must have the Council's written permission before they can assign their tenancy or move home in relation to a mutual exchange.

The Council will only permit one assignment of each tenancy. Any additional purported assignments will be a breach of the tenancy agreement, and the Council may commence legal proceedings for possession.

All tenants living in Independent Living accommodation may have limited or restricted rights to assign their tenancy due to the nature of such accommodation and the need to carefully control those who occupy it. The Council reserves the right to refuse consent to assign an Independent Living tenancy where the proposed assignment would be to a person who does not qualify for such accommodation.

Before the Council grants written permission, an assessment of the existing tenancy will be undertaken by the Housing Officer taking into consideration the tenant's behaviour, tenancy fraud, and any breaches or notices served.

11.8.2 Succession (when a tenant dies)

Only one succession throughout the life of a tenancy will be considered.

A joint tenant will automatically succeed to the tenancy as a sole tenant.

Where a tenancy commenced prior to 1st April 2012 and the tenant dies, a person may succeed to the tenancy. A person may qualify to succeed to the tenancy if they:

- Are the former tenant's spouse or partner and occupied the property as their only or principal home at the time of their death and throughout the 12-month period preceding the former tenant's death; or

- In the absence of such a person, are a member of the former tenant's family, and resided with them in the property as their only or principal home throughout the 12-month period preceding the former tenant's death.

If the tenancy commenced on or after 1st April 2012, and the sole tenant dies, their spouse or partner may succeed to the tenancy as long as they have occupied the property as their only or principal home at the time of the former tenant's death.

Any person who qualifies as a successor to a tenancy is entitled to take on the tenancy but not necessarily the property. The Council may ask a qualifying successor to

transfer to a property more suitable to their needs in line with the Homeseeker Plus guidelines.

11.9 Subletting

Secure tenants have the right to take in lodgers or sub-let part of their home with written permission from their Housing Officer. No property may be wholly sublet. Introductory and non-secure tenants do not have the right to sub-let their home.

11.10 Right to Buy

Introductory and non-secure tenants do not have the Right to Buy their home.

Secure tenants do have a Right to Buy, and this right is governed by the Government legislation in operation at that time.

Tenants are not able to buy Independent Living properties which are exempt from Right to Buy provision.

Tenants do not qualify to buy their home if they have a court order against them, such as for rent arrears or other breaches of tenancy. To find out more about who is eligible to buy their Council home and the Right to Buy process visit the Council's website Right to Buy.

12 DEALING WITH TENANCIES

12.1 Tenancy Audits and Fraud

Please be advised that the Council will not tolerate deliberate manipulation and fraud.

Tenants and prospective tenants must tell the truth when they apply for, or are granted a Council tenancy, when they seek to assign the tenancy or otherwise seek to make changes to it. Any failure to include relevant information, to hide material facts or to attempt to obtain housing through false information will be treated as fraud. For details see the Council's Housing and Tenancy Fraud Policy.

We will periodically undertake tenancy audits to verify the identity, circumstances and details of tenants. This will also enable our records to be kept up to date. We may share data with other departments or other organisations as the law allows. Privacy Notices can be found on the Councils website.

Tenancy audits may be carried out by Officers in person or by postal or email enquiries.

The Council will take the appropriate action against any tenant found to be committing a tenancy fraud and will always consider taking legal action against this activity.

12.2 Crime and Anti-Social Behaviour

The Council is committed to utilising the full range of tools and powers at its disposal and working with partner agencies wherever possible to deal robustly and proportionately with all forms of nuisance, Anti-Social Behaviour (ASB) and hate crime.

The Council accepts that from time-to-time neighbour disputes may arise as a result of differing lifestyles and values. In such cases, tenants will in the first instance be encouraged to resolve difficulties with their neighbours on an amicable basis. Each individual complaint of ASB will be handled in accordance with the ASB Policy and relevant procedures, ensuring that risk and vulnerability is continuously and dynamically assessed throughout the management of the case. Where enforcement is deemed necessary, this will always follow a

consistent approach and proportionate process of escalation with all parties to the case treated with dignity and respect and with due regard to the Equality Act.

12.3 Issuing Tenancies

Properties will be let to residents and families in housing need and registered on the Council's Housing Register. Housing is allocated based on need using criteria set out in the Council's Housing Allocation Scheme. A copy of our current Housing Allocation Scheme can be found on the housing section of the Council's website: I want to apply to the Housing Register

12.4 Ending Tenancies

A tenant may end their tenancy with the Council by providing four weeks written notice, starting on a Monday and ending on a Sunday. This applies to any tenant who chooses to leave their home to relocate either to another social landlord or private landlord or if they are buying a property on the open market.

Joint tenants can end their tenancy jointly or solely. Once a notice for ending a joint tenancy has been accepted, the tenancy ends for both tenants.

If a tenant has vacated their property for more than 28 days without giving the required notification, the Council may issue a Notice to Quit and commence legal proceedings for possession of the property.

If a tenant dies and there is no succession, contact will either be made with the Next of Kin or the Executor/ Administrator of the Estate to clarify the payment of any rent or outstanding housing debt. Whilst the Estate is being resolved, rent will be charged until the keys have been returned to the Council.

If the tenant fails to return keys for the property by the termination of tenancy date, the Council will charge them a Use and Occupation charge until the keys are returned or until the Council is able to secure possession and change the locks, for which the tenant will also be charged.

If the tenant has breached the terms of their tenancy, the Council may end the tenancy by giving the tenant the appropriate statutory notice as long as one of the grounds specified in the Housing Act 1985 has been met. This means that the Council will write to the tenant to say that the tenancy is being ended and explain the reasons for this. If the tenancy is no longer a secure tenancy the Council may end it by serving a notice to quit to the tenant. It may be necessary for the Council to go to court to gain a Court Order to end a tenancy and evict a tenant.

12.5 Tenancy Support

Tenants requiring support to sustain their tenancy, including housing, welfare rights and money advice, will in the first instance be supported by their Housing Officer (or Enabling Officer in the case of Independent Living). Those requiring additional support will be referred and/or signposted to specialist agencies including our preferred housing support provider.

Financial support including in the form of the Tenant Support Fund may be provided in exceptional circumstances, subject to tenants meeting the assessment criteria as set out in the Council's Tenant Support Fund Procedure.

We will apply the Vulnerability and Inclusive Services Policy to ensure vulnerable tenants are identified and provided with appropriate, inclusive support where required.

14 COMMUNICATION AND CONSULTATION

We are open and transparent and will communicate effectively with our tenants with the right information in the way that meets their needs. We will actively consult and involve tenants in services that have an impact on their homes and estates. The Council takes into consideration a range of vulnerabilities that tenants may be experiencing to ensure that consultation is accessible to all.

Housing Services produce an annual report, published on the Council's website, detailing key tenancy and estate management performance outcomes.

We work with our tenants to agree the standards of the services provided and assist the Council in monitoring compliance. There are a range of mechanisms used to engage with tenants such as estate inspections/walkabouts, surveys, and complaints.

The Council has established formal scrutiny and governance mechanisms for involvement in shaping and influencing service delivery. In addition to the tenant scrutiny group, nominated tenant representatives sit on the Housing Committee to provide influence at a Council wide level.

We have consulted with our tenants in the development and review of our Tenant Engagement and Communications Strategy, as well as in the development and review of all key Housing Services policies.

14.1 Neighbourhood Inspections and Walkabouts

The Council regularly conduct inspections of the neighbourhoods and communal areas to ensure they are clean, tidy, and safe places to live, that our services standards are being met and services are being delivered to agreed specifications by our contractors and partners.

These inspections (where applicable) will also include a range of checks for health and safety reasons including but not limited to:

- fire alarm testing
- emergency lighting
- asbestos management
- passenger lift safety
- Legionella testing (water hygiene)
- management of internal communal and external areas
- abandoned property including fire/evacuation hazards.

Housing Officers may undertake scheduled inspections, or walkabouts, with tenants and partner agencies in some areas, on occasion, to proactively identify and action neighbourhood issues such as graffiti, fly-tipping, dog fouling and nuisance parking. Housing Officers will note any issues and ensure these are followed up. This will include contacting tenants to remind them of their responsibilities under the tenancy agreement, referring issues with non-council owned properties to the relevant internal department and contacting other agencies and organisations, where issues lie outside the responsibility and remit of the Council.

The planned estate inspection schedules will be posted on the Council's website and on social media annually, sent to relevant internal departments, shared with elected Members and Gloucestershire Police. This will encourage tenants, stakeholders, and partner agencies to attend and be able to feedback on any issues to their designated Housing Officer.

All inspections will be recorded on inspection reporting forms and results may be published on the Council's website in the form of *'You Said, We Did'* feedback.

14.3 Housing Services Contact Details

Tenants can report any issues of concern in relation to their neighbourhood or tenancy via the following methods:

- Our website at: www.stroud.gov.uk
- By email to: housing.management@stroud.gov.uk
- By telephone on 01453 766 321
- In writing to: Housing Services, Stroud District Council, Ebley Mill, Westward Road, Ebley, Stroud, GL5 4UB
- In person at the above address or with a member of staff conducting their duties on the district

15 COMPLAINTS AND FEEDBACK

The Council welcomes and values tenant feedback on services.

When tenants are dissatisfied with the service they have received, they can make a complaint to the Council, and this will be responded to in line with the Council's Complaints and Feedback Policy and Housing Ombudsman's complaint handling code. Complaints can be submitted in the following ways:

- By completing our online form at www.stroud.gov.uk
- By telephoning us on 01453 766 321
  By writing to us at: Stroud District Council, Ebley Mill, Westward Road,Ebley, Stroud, GL5 4UB
- In person at our Council offices (at the address above)
- In person to a Council Officer conducting Council business on the district.

Due to the nature and volume of contact received via the Council's social media channels it is not always possible to review and action all comments/posts, therefore, the Council will not accept complaints received via social media.

Further information regarding the Council's Complaints and Feedback Policy can be found at Complaints and Feedback Policy.

Tenants and Leaseholders can seek advice from the Housing Ombudsman at any stage of the complaints process. The Ombudsman service is independent of all government bodies, they can provide complainants with advice, information, and support around making a complaint / the complaints process of the Council and can also independently investigate their complaint.

The Housing Ombudsman Service details are:

- Housing Ombudsman Service, PO Box 1484, Unit D, Preston, PR2 0ET
- Telephone - 0300 111 3000
- Email: info@housingombudsman.org.uk
- Website: www.housingombudsman.org.uk

16 EQUALITIES STATEMENT

The Council recognises that it provides housing for communities which include wide social diversity and is committed to providing equal access to services. Discrimination and harassment of any kind is not tolerated.

If residents have difficulty reading this information or require further assistance to understand the policy we can reproduce the document in a variety of formats on request.

This policy aims to treat all residents fairly, with respect and professionalism. In line with the duty placed on the local authority under the Equalities Act 2010, specific consideration of the impact of this policy has been given to people with protected characteristics, including gender, race, age, disability, religion, sexual orientation, and marital status.

From time to time the Council may ask tenants to provide details of their gender, age, religion, disability, ethnicity, and sexual orientation in line with the protected characteristics identified within the Equalities Act 2010, to help the Council to deliver more effective, appropriate, and inclusive policies and practices. All data collected is used only for monitoring purposes and kept securely.

An equality impact assessment has been undertaken when developing the policy with particular consideration applied to the areas described above. The completed equality impact assessment can be provided upon request.

17 MONITORING AND REVIEW

Tenancy and Estate Management processes are reviewed and monitored on a regular basis.

We will monitor customer satisfaction of service delivery through periodic surveys including the annual Tenant Satisfaction Measures survey, thematic transactional surveys and by analysing trends in complaints, comments, and compliments.

This policy will be reviewed every 4 years unless there are legislative changes or policy/procedural changes which require an earlier review. An equality impact assessment will be conducted after each review.

18 LEGAL AND REGULATORY FRAMEWORK

The Tenancy and Estate Management Policy complies with the following legislation:

- Social Housing (Regulation) Act 2023 including the Consumer Standards
- Homes (Fitness for Human Habitation) Act 2018
- Data Protection Act 2018
- Anti-Social Behaviour, Crime and Policing Act 2014
- Care Act 2014
- Prevention of Social Housing Fraud Act 2013
- Localism Act 2011
- Equality Act 2010
- Housing and Regeneration Act 2008
- Mental Capacity Act 2005
- Human Rights Act 1998
- Dangerous Dogs Act 1991 (as amended)
- Housing Act 1985 and Housing Act 1996 (as amended)
- Environmental Protection Act 1990
- Local Government (Miscellaneous Provisions) Act 1982

19 LINKS TO DOCUMENTS AND POLICIES

The Tenancy and Estate Management Policy is linked to several policies, procedures and documents including:

- Tenancy Agreements
- Housing Strategy
- Asset Management Strategy
- Cleaner Estates Strategy
- Complaints and Feedback Policy
- Repairs and Planned Maintenance Policy
- Gaining Access Policy
- Landlord's Anti-Social Behaviour Policy
- Domestic Abuse Policy
- Safeguarding Policy
- Fire Safety Policy
- Vulnerability & Inclusive Services Policy [in development]
- Decant Policy
- Leasehold Management Policy
- Mobility Scooter Policy

APPENDIX 1 – TYPES OF TENANCY USED BY THE COUNCIL

TYPES OF TENANCY USED BY THE COUNCIL FOR COUNCIL TENANTS

Sole Tenancy

A sole tenancy is where only one person is named on the tenancy agreement. They are the only legal tenant even though other people may live in the property with them. A sole tenant is responsible for all aspects of the tenancy including the payment of rent.

Joint Tenancy

A joint tenancy is where two people are named on the tenancy agreement. They are 'jointly and severally liable', meaning both tenants are responsible for all aspects of the tenancy including the rent. For example, if rent arrears arise because one joint tenant does not contribute towards the rent, the other joint tenant is still responsible for those arrears.

Introductory Tenancy

Introductory tenancies provide a 12 month trial period during which the tenant must demonstrate the responsibility to maintain a council tenancy, for example by paying rent on time, looking after the home and not engaging in anti-social behaviour, harassment or nuisance. Introductory tenancies made be sole or joint. Introductory tenants have fewer legal rights than lifetime secure tenants. During the introductory period, tenants cannot:

- take in lodgers
- sub-let part of their home
- swap their home (called an 'exchange') or transfer to another landlord
- buy their council home
- make improvements to their home other than decorating and minor improvements.

Periodic or lifetime Secure Tenancy

A periodic or `lifetime' secure tenancy is the main type of legal tenancy used by the Council following the implementation of this Tenancy Policy. A tenant with a lifetime tenancy has a variety of legal rights which include the following:

- to live in the home permanently as long as the terms of the tenancy are not breached
- to buy the home at a discount, after a qualifying period (the `right to buy')
- to pass on the home to someone in the family living in the property when the tenant dies, subject to certain conditions (`the statutory right to succeed')

- to take in lodgers and sub-let part of the home (the tenant should inform the Council when this happens)
- to have the home repaired and maintained
- to carry out improvements to the home
- to exchange the home for another social housing property
- to be consulted on housing management matters

Lifetime secure tenants also have a number of responsibilities which include the following:

- to keep to the rules in the tenancy agreement
- to pay the rent
- to be a good neighbour and not harass or annoy other tenants and residents