



POLICY DOCUMENT

Housing Management

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DOCUMENT CONTROL

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Housing Management

1. Introduction

- 1.1 St Leger Homes of Doncaster (SLHD) aspire to deliver first class, efficient and effective housing management with a mission of 'creating successful, thriving, and sustainable tenancies' within safe and clean estates and communities. The Support to Sustain model is designed to identify tenants support needs and provide the right level of support to provide confidence, skills, and capacity to manage and sustain tenancies.

We also aim to deliver fairness and equality across all the services we deliver, and a full and comprehensive Equality Impact Assessment has been undertaken of this policy.

The Secure Tenancy Agreement sets out the rights and responsibilities of both the landlord and tenant and ensures services are delivered within the Housing Act 1985.

2. Purpose

- 2.1 The purpose of this policy is to ensure that SLHD carries out a robust, effective, and inclusive housing management function and set down details of how we will deliver our housing management responsibilities, adhere to the legal framework, and deliver our vision.

3. Scope

- 3.1 The policy applies to all council tenancies managed by SLHD and impacts on the wider communities including private residents on our estates who may be affected.
- 3.2 The policy applies to all leaseholders within buildings managed by SLHD.
- 3.3 The policy relates and delivers against the following:
- Secure & Introductory Tenancy Agreements
 - City of Doncaster Council (CDC) Tenancy Strategy

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3.4 The policy covers the following housing management functions and responsibilities:

- Tenancy Types
- Ending Tenancies
- The circumstances in which SLHD will grant a fixed term tenancy and the circumstances in which the tenancy will be reviewed and extended or ended
- Tenancy Changes
- Tenancy and Estate Management
- Garage Management
- Anti-Social Behaviour and Tenancy Breaches
- Safeguarding and Vulnerability
- Rent Collection & Arrears Recovery

4. Responsibilities

4.1 SLHD employees must adhere to the principles set out in this policy. Detailed procedures sit underneath this policy to ensure our workforce deliver services aligned with this policy and in an effective and consistent way.

Overall responsibility for the effective delivery of this policy is with the Director for Housing and Customer Services and Head of Housing Management.

5. Tenancy Types

5.1 The CDC Tenancy Strategy 2018 sets out the types of tenancy that the Council will offer:

- Secure 'lifetime' tenancies
- Introductory tenancies
- Secure 'fixed term' tenancies
- Licences

SLHD will offer tenancies as per the circumstances set down in the Tenancy Strategy and Council's Allocations Policy.

5.2 SLHD manage private rented properties on behalf of private landlords via St Leger Lettings (SLL). These properties are let as Assured Shorthold Tenancies (ASTs) and processes are delivered in accordance with legislation. SLL do not hold agreements with private tenants and manage these on behalf of the landlords via a management agreement between SLL and each private landlord.

5.3 *Introductory Tenancies*

All new tenancies will be introductory tenancies unless the applicant is an existing secure tenant of: -

- City of Doncaster Council (CDC)
- Any other Council; or is
- A tenant of a private registered provider of social housing such as a Housing Association and is on an assured tenancy with them.

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A minor (person under 18) who cannot hold a secure tenancy will be granted a licence agreement and, in most cases, will have a suitable person to act as a guarantor until they reach the age of 18 years. At the age of 18 years, he or she will be required to sign an introductory tenancy agreement, this will usually last for 12 months and automatically transfer to a secure tenancy if there have been no tenancy related issues.

Minors who succeed tenancies following the death of a tenant will be allocated a tenancy on trust until they reach the age of 18 years. The identified trustee will also be asked to act as guarantor.

All introductory tenancies will last for 12 months unless they are extended. The tenancy can be extended for up to a maximum of 6 months, making the introductory period 18 months. All extensions to introductory tenancies will comply with the law and the tenant will be given the right of appeal against the extension.

5.4 *Joint Tenancies*

Where possible SLHD will offer joint tenancies when the tenancy is first signed, unless not appropriate to do so. A joint tenancy is when two or more persons are named on a tenancy as the tenants of the property. All persons named on the tenancy have equal security of tenure and are joint and severally liable for adhering to the terms of the Tenancy Agreement. In law, up to four people can be joint tenants of a property.

Joint tenancies can be granted to: -

- Married couples or those living in civil partnerships
- Applicants living together as a couple
- Two people who have originally joined the housing register together and both applicants are moving into the property

SLHD will normally allow only two persons to be on a joint tenancy but will consider more in extenuating circumstances up to a maximum of four persons.

A joint tenancy can be changed into a single tenancy in the following circumstances: -

- By a court order (property adjustment order / transfer order Matrimonial Clauses Act 1973 & 1983).
- Where one tenant dies, the right of survivorship takes effect, passing the deceased tenant's interest in the property to the other joint tenant. This uses up the one legal right of succession, therefore nobody has the right to succeed to the tenancy in future.

Either joint tenant has the right to terminate the tenancy and should give vacant possession of the property. If a joint tenant wishes to remain in the property after the termination of the tenancy, SLHD would need to grant a new tenancy. The decision as to whether a new tenancy should be granted is based on the circumstances of the case taking into consideration the Doncaster Council Allocations Policy. The decision will be made by the area housing team and escalated to Housing Assessment Panel (HAP) for

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complex cases or those outside the allocations policy. All circumstances will be considered including vulnerability and affordability with the objectives of the best use of housing stock and prevention of homelessness.

An existing sole tenant can apply to change the tenancy to a joint one. All applicants must be living in the property for a period of twelve months or more as their only and principal home and the rent account must be clear.

SLHD will not unreasonably refuse such requests but will assess the circumstances and will refuse in the following circumstances: -

- If there are existing current rent arrears.
- If there are any former tenants' arrears or other housing related debt.
- If the applicant is a homeowner.
- If the property has been adapted, then consideration must be given as to whether a joint tenancy can be granted.
- Consideration must be given to the size and suitability of the property.
- Age designated accommodation where the applicant does not meet the age criteria for the property.
- If a tenancy has been created by way of a succession or assignment, then a joint tenancy will not be granted at any point during the tenancy period as this would give a second right to succession or assignment which is not permitted by law under Section 91 of the Housing Act 1985.
- If by granting a joint tenancy and the current tenant dies that the property would either be under-occupied or is age designated.
- Where the property is under-occupied.
- The applicant is named on any other tenancy.
- There is a demotion order in place.
- A Possession Order is in place.
- A Suspended Possession Order is in place.
- There are breaches of tenancy for which action is ongoing.
- On Introductory or Licence tenancies unless in exceptional circumstances

5.5 *Secure 'Fixed Term' Tenancies*

The Localism Act 2011 introduced a new duty on local authorities to publish a tenancy strategy setting out how the Council will make best use of flexibilities with tenancy types and terms. Doncaster's tenancy strategy was reviewed in 2018 following the Localism Act 2011, which placed a greater duty on local authorities to consider fixed term tenancies.

The objectives of the strategy are to:

- Enable the best use of stock.
- Enable access to suitable accommodation.
- Help maintain stable and vibrant communities.
- Ensure that the fundamental principle of having a secure home in a balanced and stable community is at the heart of all housing providers 'tenancy policies across Doncaster; and
- Inform residents what they might expect when they move into or between

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social housing properties.

The strategy sets out that secure 'lifetime' tenancies are the default tenancy the Council will offer except in certain circumstances, which are:

- 4, 5, 6-bedroom properties
- Properties with significant adaptations and allocated via the Council's accessible housing register

The length of fixed term tenancies will be:

- 4, 5, 6 bedrooms – until the youngest child in the household reaches 19 years
- Adapted – minimum term of 5 years

We will carry out a review of all fixed term tenancies 6-9 months before the end of the fixed term. SLHD will seek to renew the tenancy where possible unless there are specific grounds not to do so. SLHD will consider the following circumstances when deciding whether to renew a fixed term tenancy:

- The household makeup and the occupancy levels and whether they still require the size of property as per the current allocations policy.
- Relevant vulnerabilities and health needs of household members particularly where a tenant or household member is seriously or terminally ill.
- Any caring responsibilities of the tenant to a member of the household and/or relatives/neighbours within proximity.
- Whether the property was allocated as an adapted tenancy and whether that person still resides in the property and needs the adaptations.
- The support needs of the household and whether this could be jeopardised by a decision to end the tenancy.
- The conduct of the tenancy and whether there are ongoing breaches of tenancy.
- Affordability – this will not be considered as a primary reason to end a tenancy and will be considered alongside other factors. An appropriate affordability assessment will be carried out and support offered to assist with affordability.

SLHD will always look to provide suitable alternative accommodation when ending a fixed term tenancy.

5.6 *Licence Agreements*

SLHD will issue licence agreements to 16/17-year-olds with a guarantor. The joint protocol for care leavers with CDC Children's Services enables care leavers to be granted a licence with the trust acting as guarantor. All licences will be transferred into introductory secure tenancies at the eighteenth birthday of the licensee, unless grounds exist to refuse or defer this.

6. Ending Tenancies

6.1 *Ending a sole tenancy*

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On termination of a tenancy, all tenants must provide a minimum of four weeks' notice and hand the keys in to any housing office. If a tenant hands the keys in without giving the correct notice SLHD will continue to charge rent until the property is re-let up to the maximum four-week notice period from the date the keys were returned.

The notice period will be waived for tenants going into residential care once a permanent residence has been agreed.

An NTQ must expire on either the first or last day of the period of the tenancy/licence. SLHD tenancy periods run from Monday to Sunday and therefore notice periods are calculated 28 days from the following Sunday after the valid NTQ is received. The tenancy will end on the date the tenant returns the keys, unless this is before the notice expires, in which case the tenancy will continue until the end of the notice period.

The tenant must hand the property back in good condition with all items and rubbish removed. The garden should be cleared, and all unauthorised external structures removed.

Vacant possession must be provided to allow the tenancy to be ended.

Any alterations or improvements made by the tenant should have had permission granted from SLHD. If alterations are found with no permission, SLHD will ask these to be restored to the original condition or may charge for this work to be carried out.

SLHD will reasonably recharge for costs associated with rectifying properties to re-let in accordance with our Rechargeable Repairs Policy.

If a tenant wishes to retract their notice they are not legally permitted to do so. In these circumstances SLHD will consider all the relevant circumstances before deciding whether it is appropriate for the tenant to remain in the property and if so, issue a new tenancy.

6.2 *Ending a joint tenancy*

Where there is a joint tenancy, any person named on the Tenancy Agreement can terminate the tenancy without the consent of the other joint tenant/s. If one tenant terminated the joint tenancy, the remaining tenant/s would no longer hold a tenancy. In this situation SLHD will consider the circumstances and whether the remaining tenant qualifies for a sole tenancy under the terms of the Allocations Policy. There would be no automatic right for the tenant to remain in the property.

Joint tenants are required to give a minimum of four weeks' notice as in sole tenancies and tenancies will end on a Sunday after the 28 days notice.

If the above scenario takes place and there are rent arrears, SLHD will handle the arrears in the following way: -

- The level of rent arrears will be considered as part of the decision to award a sole tenancy. The expectation is that all arrears will be paid prior to the

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commencement of a new sole tenancy and all joint tenants are liable for this.

- Should the decision be made to award a sole tenancy where rent arrears exist, the whole debt will be transferred to the remaining sole tenant as part of their new tenancy.
- The debt will be enforceable against the new tenancy via repossession, however any existing Notice of Seeking Possession or court order will be void and would require reissuing against the new sole tenancy

6.3 *Storage of contents*

Tenants must remove all contents from a vacated property. If a tenant leaves contents in a property after vacating either through termination, abandonment or eviction, an inventory will be undertaken, and an estimated value placed on the belongings. Items deemed to have low or zero value will be disposed of. Other items will be stored for a period of 28 days. We will serve a notice under the provisions of Section 41 of the Local Government (Miscellaneous Provisions) Act 1982 and will send this to the last known address or forwarding address if one has been provided.

If the items are not collected, we will donate to charities or our own Garage 32 recycling scheme. The removal and disposal of items and rubbish left within the property or garden following a tenancy ending, including disinfestations, and washing down of dirty walls or fixtures and fittings will be carried out by SLHD. SLHD Rechargeable Repairs Policy sets out the circumstances in which we will recharge costs to tenants.

6.4 *Abandoned Tenancies*

If a tenant ceases to occupy a property as their only or principal home and they have not given notice or handed in the keys, SLHD will, if after thorough investigation conclude they have no intention to return, deem the tenancy abandoned and accept this as implied surrender of the tenancy, following all reasonable attempts to locate the tenant.

Wherever possible we will serve a notice to quit and apply to court for possession and will take all reasonable steps to locate the tenants' whereabouts to do this. If we are unable to locate the tenant, we will serve a Notice to Quite (NTQ) at the property as their last known address.

If all reasonable enquiries have been made and it is obvious that the tenant has left the property, the tenancy will be treated as surrendered and the locks will be changed as a matter of urgency. Evidence can include, for example, the contents having been removed, the tenant not being seen by neighbours, and the dustbin being empty. In this situation the final decision must be made by a Service Manager.

Four weeks rent will be added to the rent account in these circumstances from the date the NTQ is served. SLHD will change the locks for security purposes but may provide them back to the tenant should they return within the notice period.

Under such circumstances, we will undertake a detailed inventory of any

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belongings left in the property and keep photographic evidence where possible. We will store the tenant's belongings, where appropriate to do so. If we are aware of the tenant's whereabouts, we will write to the tenant advising of the need to recover their belongings within 28 days.

If we are unaware of the tenant's whereabouts, we will store for a minimum period of 28 days. After this period the belongings will be dealt with as per paragraph 6.3.

We will recharge to the tenant any costs associated with the storage and disposal of tenant's belongings at their last known address.

6.5 *Deceased Tenants*

In the event of a sole tenants' death where no one is entitled to succeed to the tenancy, the tenancy will need to be terminated. That can be done either by a person who the tenant has chosen to be the executor of their estate or a person who has applied to administer the estate and has been given the power to end the tenancy. In the absence of either an executor or an administrator St Leger Homes will take the necessary legal steps to serve a notice to quit and end the tenancy that way. Rent continues to be payable after the death and until the keys are returned to St. Leger Homes of Doncaster.

SLHD will provide a period of grace for relatives to clear the property and appreciate the time immediately after a relative's death is a difficult time. We will allow up to two weeks rent-free following the death.

SLHD will seek proof of the death by way of the deceased residents list from the coroner. Should the tenant have passed away out of the area, they will not be included in this list and SLHD will request a copy of the death certificate from the next of kin before the tenancy is ended.

7. Tenancy Changes

7.1 *Successions*

The rights of tenants to succeed to a tenancy is legislative and outlined in the Housing Act 1985. The Localism Act 2011 Act reduced succession rights to a spouse or civil partner (or persons living together as if they were a spouse or civil partner) only but gave landlords the discretion to expand this to other relatives by making this an express term in the tenancy agreement.

As per the CDC Tenancy Strategy, the right of succession will extend beyond spouse and partner to other immediate family, brother, sister, child and adult grandchild. Only one succession is permitted in law and SLHD will only allow this.

If a relative is left in occupation and does not qualify to succeed, then SLHD will undertake a full assessment of the circumstances and refer to the Area Housing Service Manager for a decision as to whether the occupant can be granted the tenancy or refer to our Housing Assessment Panel for an alternative property. We do reserve the right to refuse applications to remain in the current property to make best use of housing stock and will provide all necessary help, advice, and support to secure alternative accommodation in these circumstances.

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If an occupant succeeds to a tenancy but the property is deemed unsuitable either due to under occupation, age-designation, or adaptations which the successor does not require, SLHD will consider using Grounds 13, or 15A of the Housing Act 1985 to repossess the property and make every attempt to help the tenant relocate to reasonable alternative accommodation. Legal enforcement action will be taken as a last resort and circumstances and vulnerability will be considered. As a last resort a Notice of Seeking Possession will be served after alternative accommodation has been offered and 6 months after the death of the previous tenant and within 12 months. If the successor was either a joint tenant, spouse or common law partner this does not apply, and the successor will be able to remain in the property.

7.2 *Assignments*

The rights of tenants to assign or exchange their tenancy is legislative and outlined in the Housing Act 1985, amended 1996. SLHD will only approve assignments in the following circumstances:

- The assignee is a qualifying individual i.e., ‘would be successor’;
- The tenant is residing in the property as their only and principal home.
- The assignee is residing in the property as their only and principal home – if they aren’t a spouse or civil partner the assignee must have been living in the property for 12 months at the time of application.
- The rent account is clear.

The property is suitable for the assignee in relation to size and type and is not adapted or age designated

7.3 *Mutual Exchanges*

The correct legal term for a mutual exchange is assignment by way of exchange. We will process applications within the statutory timescale of 42 calendar days from the date of the application. Failure to decide within the maximum period of 42 days will result in approval of the exchange by default.

Exchange requests will be refused for any of the grounds set out in Schedule 3 of the Housing Act 1985, the main grounds are: -

- Where there is a valid Possession Order (legal action for eviction) against one of the tenants or a Notice Seeking Possession has been served and is still in force
- The exchange would result in either under occupation or overcrowding of one or both properties
- One of the properties has been designed or adapted for special housing needs and these facilities would not be required by the incoming tenant.
- The premises were let in consequence of employment and form part of, or are in the grounds of a non-housing building
- Ground 2a – S191 Housing Act 2004 also allows a landlord to withhold consent for a mutual exchange if one of the tenants has an injunction, demotion order, ASBO or possession order granted on the grounds of anti-social behaviour in force or court action is pending.
- Where the rent lawfully due from the tenant has not been paid or an

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obligation of the tenancy has been broken or not performed (section 92(5)). In this case consent can be given subject to a condition.

If there are no grounds to refuse the exchange outright conditional consent will be given. This means that the exchange can be agreed in principle but delayed until certain conditions are complete. In this case, we will notify the tenant in writing before the end of 42 days from receiving the application. Our letter will specify the actual breaches of the Tenancy Agreement, the action required to remedy those breaches and a timescale to remedy the breaches.

Where conditional consent is given, the exchange will only be allowed to take place when all the conditions have been satisfied.

7.4 *Mutual Exchanges between flexible tenants and secure tenants*

The Localism Act 2011 provides that if a secure or assured tenant whose tenancy commenced before 1 April 2012 wishes to exchange their property with a tenant holding a flexible or fixed term tenancy, the exchange will be achieved by surrender and re-grant of new tenancies.

Section 158 Localism Act 2011 provides that surrender and re-grant will take place where:

- at least one of the tenants who wishes to transfer has a secure or assured tenancy which commenced before 1 April 2012
- at least one of the tenants has a flexible tenancy or fixed term assured short hold tenancy

All existing tenants retain the security of tenure enjoyed under their original tenancy before exchange. However, they will only be able to retain this security once because should they ever exchange again, they will fall outside the requirements of s158 in that the tenancy would have commenced after 1 April 2012.

Surrender and re-grant do not apply where a secure or assured tenant exchanges with:

- tenant with a fixed term tenancy of less than two years
- affordable rent tenant (the landlord can charge up to 80% of what it would cost if you were renting the property privately),
- intermediate rent tenant (tenants who pay rent levels below the normal market rent level in that area, although rents are higher than what a tenant would normally expect to pay in social housing),
- mortgage rescue tenant (typically where a housing association buys their property and rents it back to them as assured short hold tenants).

Secure or assured tenancies granted after 1 April 2012 will not retain security of tenure (not protected by s158) if they exchange and mutual exchange will take place by deed of assignment which means, if a secure or assured tenant wants to exchange with a fixed term tenant, they lose their security of tenure.

7.5 *Transfers*

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Applicants who are existing tenants, who have lived in their property for over 12 months and are not eligible to be included in any category of the Housing Register will be placed onto the transfer list after a satisfactory inspection of their home and confirmation of satisfactory tenancy conduct. We will carry out a pretransfer inspection of the property prior to transfer applicants being allowed to bid and will not allow applicants to bid if their property is not up to an acceptable standard.

We will also carry out a technical inspection of the property at the time of an offer of a transfer and will not allow transfers to proceed if the property is not up to an acceptable standard. Exceptions to this will be considered on an individual basis and normally only medical grounds will be considered.

Applicants with rent arrears or other housing related debt equivalent to eight weeks rent arrears will not qualify to join the register until their arrears reduce. This includes current or former tenant arrears.

If a customer is registered with housing related debt, it is expected that they will clear the arrears in full before any offer of accommodation is made. If a tenant is moved due to extenuating circumstances such as fleeing violence and has rent arrears, we will transfer the arrears from the former tenancy to the new tenancy. We will continue to actively recover this debt and expect the tenant to make and keep to an arrangement to clear the debt.

Current tenants affected by under-occupation restrictions to housing benefit under Welfare Reform will be assessed separately by the Tenancy Sustainability team and can be rehoused with rent arrears and/or housing related debt where there are issues of affordability and sustainability. We will transfer and manage arrears in the same way as the paragraph above.

8. Tenancy and Estate Management

8.1 *Enforcement of tenancy conditions*

SLHD adopts a zero-tolerance approach to breach of tenancy conditions and will take all necessary steps to ensure tenants are able to live in quiet enjoyment of their property. We have robust processes and procedures in place to take quick and effective enforcement action and will, utilise all tools and powers available to us. Cases are categorised as follows: -

- Anti-Social Behaviour
- Tenancy Breach
- Safeguarding

We respond to different types of problem based on the level of priority, as follows:

High Priority Category – within 1 working day (usually same day) – e.g., cases involving threats of physical assault, hate crime, safeguarding, serious intimidation or harassment, racial incidents, criminal activity and domestic violence. Serious damage to St Leger Homes of Doncaster property or insecure premises.

Medium Priority Category – within 3 working days – e.g., allegations of verbal abuse, youth nuisance, noise nuisance, harassment.

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Low Priority Category – within 5 working days – e.g., Minor neighbour disputes, minor breaches of tenancy, access/boundary disputes, garden nuisance.

SLHD will carry out a thorough investigation into all complaints received to ensure the most appropriate action is taken to resolve the issues.

SLHD see eviction as a last resort and will make every effort to work with perpetrators of anti-social behaviour and obtain the necessary support to improve their behaviour. However, if such efforts fail, we will take the necessary legal steps to repossess a tenancy should the tenant continue to breach their agreement.

We will liaise with mental health services where vulnerability and mental health exist and will work with partners to try and resolve issues prior to any enforcement action being undertaken – see section 11.8 on mental health and equalities assessments.

8.2 *Tenants fleeing non-domestic violence*

Tenants fleeing violence is dealt with differently and is set out in section 9.7.

Tenants fleeing non-domestic violence are dealt with in two ways. A tenant has the choice which route they wish to progress:

A – make a homeless application under the Homeless Reduction Act and placed in temporary accommodation if found to be in priority need and unable to return. With this option we will encourage termination of the secure tenancy if there is no intention to return and we may discharge the homeless duty into the private sector.

B – do not make a homeless application and not placed in temporary accommodation. We will investigate fully and request a direct match transfer if the household qualify for this and source one offer of alternative council accommodation in an area of the borough that is deemed safe by the Police.

8.3 *No Access – health, safety, and compliance*

SLHD puts the health and safety of its tenants before anything else and has a zero-tolerance approach to tenants who prevent or hinder access for the purposes of carrying out essential health and safety checks and maintenance work.

The tenant is responsible for granting access for SLHD to carry out all regulatory standard work and emergency repairs and must comply with allowing access for their own safety and the safety of other tenants.

Attempts will be made to gain access without the need for legal enforcement action but if attempts fail, depending on the specific circumstances we will obtain a warrant, or a legal injunction will be obtained to gain access without further delay. Costs associated with any legal action will be recharged to the tenant.

Where tenants repeatedly prevent access, we will use demotion and/or possession proceedings as appropriate considering equality and proportionality.

8.4 *Fire Safety*

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Fire safety is paramount to the safety of our tenants and communities, and we will ensure we comply fully with the Building Safety Act 2022. We will carry out fire safety checks as per our Fire Safety Management Plan. We will take legal action to gain entry if access is denied.

We liaise and work closely with South Yorkshire Fire and Rescue and will request fire safety visits and checks as required.

We ask that any tenant who has an oxygen tank fitted to let us know and this is in the tenancy agreement. We will advise South Yorkshire Fire and Rescue when properties are fitted with an oxygen tank and when they are removed. Tenants/other residents must ensure that they only use oxygen tanks in strict compliance with any safety instructions or could themselves and others at risk. As a last resort, SLHD will take enforcement action if safety instructions are not being adhered to and the actions are putting themselves or others at risk of significant harm.

8.5 *Parking / Vehicles*

Section 2.4 of the Secure Tenancy Agreement clearly states where tenants are permitted to park and not permitted to park on and around the property and estate. We will take appropriate enforcement action on anyone breaching these tenancy conditions after taking all circumstances into consideration.

Tenants are not permitted to park any vehicle on the property except where there is a hard standing, driveway or paved area intended for parking and tenants must not park any vehicle on a shared driveway.

Additionally, tenants must not park on, or cross any footpath, open plan or communal area without obtaining consent for and installation of an approved vehicular access which includes a dropped kerb, hard standing and double gates, where appropriate.

8.6 *Gardens and Trees*

Tenants are responsible for the upkeep of their garden. Section 2.6 of the Secure Tenancy Agreement states the tenant obligations with regards maintenance of the garden, boundaries, and encroachment.

SLHD will take enforcement action against the tenant if the garden is not maintained to an acceptable standard. We will always try to support and assist and assess the most appropriate action which could include:

- Carry out the remedial work by default by our in-house team and recharge the cost to the tenant
- Seek an injunction through the court
- In serious cases apply for demotion or possession of the tenancy
- Work with Environmental Health in cases where the condition is prejudicial to health

Tenants must not prune or plant their own trees in enclosed gardens due to this work requiring an arboricultural specialist.

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Tenants of new build properties where shrubbery has been installed to discharge planning regulations must not remove this. If tenants do remove it SLHD will reinstate and recharge the tenant for the cost.

8.7 *Pets and Animals*

Section 2.7 of the Secure Tenancy Agreement outlines the obligations for tenants with regards pets and animals kept on the premises. These obligations include the type of animals permitted and the behaviour and any nuisance caused by animals. Tenants are wholly responsible for animals kept on their premises.

SLHD will only allow dogs in high-rise accommodation where it is a requirement to address a disability (which could be physical or mental). SLHD must provide permission in these circumstances and will request medical proof of requirement.

SLHD will require all dog owners in flats to sign a Responsible Dog Owner contract and abide by the requirements. We will take enforcement action against the tenant for nuisance caused by animals in or around the property.

8.8 *Communal Areas*

Section 2.8 of the Secure Tenancy Agreement outlines the obligations for tenants with regards communal areas.

Tenants must not store items in communal areas and areas are to be kept clean, sterile, and safe always. Communal area doors must not be propped open and must be always closed.

SLHD will ensure communal areas are cleaned on a regular basis. High rise buildings will be cleaned and checked daily Monday to Friday by our in-house caretaker team.

SLHD officers will inspect every communal area every quarter as a minimum standard. Some areas which are deemed higher risk will be inspected more regularly. Items stored or left in areas which are causing an obstruction or fire risk will be removed without notice.

8.9 *Grounds Maintenance & Arboriculture*

SLHD manage Housing Revenue Account (HRA) land on behalf of City of Doncaster Council (CDC) as part of the delegated responsibilities in the management agreement. This includes open plan land, hedges, footpaths, unadopted roads and play areas. The land is detailed in a schedule agreed and reviewed between SLHD and CDC on an annual basis. The maintenance of these areas is undertaken by CDC via a Service Level Agreement (SLA). Maintenance standards are contained within the SLA and provide a minimum standard of thirteen visits per year. Each visit includes litter picking and blowing grass cuttings off the paths onto the grassed area. Standards are monitored by SLHD via

- Tenant reality checks
- Estate Inspections
- Complaints

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SLHD are responsible for and will maintain all trees on HRA open plan land and those in tenant's enclosed gardens. SLHD have adopted the Council's policy with regards the management of trees and will only prune, remove or treat trees if they are dangerous and/or a health and safety risk. Exception to this is conifers, which can be removed if they are causing a nuisance.

8.10 *Estate Inspections*

SLHD carry out estate inspections on every estate in the borough at least once a year. Estates are categorised and inspected as follows as a minimum:

- Low – once a year
- Medium – once every 3 or 6 months
- High/Hot Spot – to be agreed following assessment but will be monthly as a minimum and normally weekly or fortnightly
- Ad Hoc – these will be carried out by the Customer Involvement team as engagement opportunities

Additional estate inspections can be undertaken as ad-hoc or in response to an issue or incident.

The estate inspection programme is published on the website, in Houseproud and via Tenant and Resident Associations (TARAs). Tenant representatives, ward members and partners are encouraged to attend.

The results of estate inspections are summarised in a report and all issues identified are actioned accordingly.

8.11 *Mobility Scooters / Electrical Charging Appliances*

This section sets out how SLHD will consider requests from tenants and leaseholders to use, store and charge mobility scooters on land managed by SLHD.

SLHD is committed to maximising choice and independence and recognise the value of mobility aids such as mobility scooters to tenants in maintaining their independence.

However, at the same time, SLHD has a duty to ensure high standards of health and safety within all properties at all times, for tenants, leaseholders, staff and visitors. SLHD has limited storage facilities for mobility scooters, which are becoming more common, especially in age-designated properties and high-rise accommodation and have no obligation to provide this.

In addition to causing an obstruction, the storage of mobility scooters within communal areas and pathways creates an additional safety risk within designated escape routes.

Section 2.8(c) of the Secure Tenancy Agreement states that communal areas must be kept free from the storage of any items including mobility scooters. Tenants were consulted on this addition to the tenancy agreement as part of the review along with the fire service.

Tenants and leaseholders who wish to use, store, and charge a mobility scooter

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on land managed by St Leger Homes of Doncaster must apply to SLHD and a risk assessment will be carried out and help and support be provided to seek alternative solutions.

Permission to store mobility scooters in communal areas will not be granted for the reasons stated above and SLHD will take the appropriate enforcement action against tenants and leaseholders who breach this either via injunction and/or enforcement of the tenancy agreement. SLHD reserve the right to take steps to remove the mobility scooter and may recharge any costs associated with the enforcement action and removal costs.

SLHD also recognise that other electrical charging equipment and appliances such as lithium battery scooters can be stored and charged in tenant's homes. We fully expect tenants to ensure such items are charged in a safe and responsible way, considering fire safety risks.

9. Anti-Social Behaviour (ASB)

9.1 *Our approach to ASB*

This part of the policy sets out our approach to anti-social behaviour (ASB). It specifically aims to deal with ASB where SLHD tenants or leaseholders are involved in a dispute either as a victim or perpetrator. It is based upon principles set out in the Doncaster Community Safety Strategy 2022 – 2025 and seeks to adopt a joint approach with the partnership in dealing with ASB. This policy applies to all customers of SLHD regardless of tenure or property type.

The purpose of this policy is to inform our customers, staff, and key partners of our approach towards ASB. It also ensures SLHD has a fair, transparent, and consistent approach to how we react to, tackle and prevent reports of ASB. The policy sets out the standards we expect from ourselves and outlines what we expect from our partners and customers. Preparation and publication of this policy is a requirement of the Anti-Social Behaviour Act 2003. The policy and associated procedures draw on good practice developed from a range of sources.

- RESOLVE (formerly the Social Landlords Crime and Nuisance Group)
- Department for Levelling Up Housing and Communities (DLUHC)
- Housemark
- Shelter
- Chartered Institute of Housing (CIH)
- Office for the Information Commissioner (OIC)
- Northern Housing ConsortiumSB Help (registered charity)
- www.asbtools.co.uk

SLHD will do all within its power as an Arms Length Management Organisation (ALMO) to create and sustain communities, by preventing ASB from occurring in the first instance. When ASB does occur, it will deal with it in a timely, fair, firm and consistent manner, ensuring a victim centred approach and that enforcement and rehabilitation is pursued where necessary and appropriate.

Our objective is to create neighbourhoods where our tenants and their families can enjoy a quality of life free from crime and ASB. To achieve this objective, we

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need to work closely with partners and tenants and the wider community. We participate and actively contribute to partnership operations and measures to tackle serious ASB. In the main:

- Locality Model
- Neighbourhood Action Groups (NAGs)
- ASB Theme Group

Our approach to ASB is a balanced one:

- Early intervention; investment and prevention.
- Support.
- Enforce.
- Rehabilitate.

The Secure Tenancy Agreement is clear on tackling ASB and the following section specifies the tenant's obligations: -

Section 2. The Tenant's Obligations.

Part 2.3 - Nuisance Harassment, Anti-social Behaviour, Hate Crime, Domestic, Violence and Unlawful Activities

It is your responsibility to make sure that every person living in or visiting your property does not do anything which is likely to cause nuisance to, harass, annoy, or distress any person who either lives in or has lawful business in the neighbourhood for any reason.

(a) "You, your friends, relatives and any other person living in or visiting the property must not act in any way which causes or is likely to cause nuisance, alarm or distress to any person, or act in any way, which is anti-social.

9.2 *Definition of ASB*

We have adopted the definition of ASB from the Anti-Social Behaviour, Crime and Policing Act 2014 as:

- a) conduct that has caused, or is likely to cause, harassment, alarm or distress to any person,
- b) conduct capable of causing nuisance or annoyance to a person in relation to that person's occupation of residential premises, or
- c) conduct capable of causing housing-related nuisance or annoyance to any person.

ASB is a key priority for the Safer Doncaster Partnership and the Community Safety Strategy and is a key priority for SLHD.

9.3 *Priority Based Approach*

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SLHD aims to achieve a level of consistency in dealing with ASB. This means having consistency in the way ASB is reported and recorded through the use of categories, priorities and definitions to enable effective benchmarking and sharing of best practice. A priority is applied to each reported case of ASB. This rating denotes the urgency of the case and determines how quickly an initial visit or contact should be carried out by a Housing Officer.

These targets are a minimum standard and we will always seek to achieve a higher standard.

PRIORITY/RESPONSE TIME	TYPE OF NUISANCE	RESPONSIBILITY
LOW Priority cases (within 5 working days)	Minor issues such as low-level noise nuisance	Housing Officer – area management team
MEDIUM Priority Cases (within 3 working days)	Verbal abuse, youth nuisance, noise nuisance	Housing Officer – area management team
HIGH Priority Cases (within 1 working day)	Threats of physical assault, serious intimidation, or harassment, hate motivated incidents (due to race, religion/belief, sexual orientation, gender, gender identity, disability, age or any other factor, perceived or otherwise, by the offender), domestic violence, serious damage to St Leger Homes property, insecure or abandoned premises.	ASB / Safeguarding Officer Safeguarding and ASB team

9.4 ASB Categories

SLHD have adopted Housemark’s definitions and categories of ASB and will record cases under 14 primary categories

Housemark is a joint venture by the Chartered Institute of Housing and the National Housing Federation. It is a non-profit making organisation which is dedicated to improving performance and efficiency in social housing and works in partnership with Government Office and regulators.

9.5 Legal Framework

The following acts contain legislation and guidance upon which this policy is based: -

Anti-Social Behaviour, Crime and Policing Act 2014
 Environmental Protection Act 1990
 Civil Evidence Act 1995
 Housing Acts 1985, 1988, 1996, 2004
 Confiscation of Alcohol (Young Persons) Act 1997
 Sexual Offences Act 2003
 Crime and Disorder Act 1998

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Protection from Harassment Act 1997
 Human Rights Act 1998
 General Data Protection Regulations 2018
 Police and Crime Act 2017
 Anti-social Behaviour Act 2003
 Serious Organised Crime and Police Act 2015
 Homeless Reduction Act 2018
 Equality Act 2010
 Localism Act 2011
 Deregulation Act 2015
 Housing and Planning Act 2016
 Landlord and Tenant Act 1985
 Prevention of Social Housing Fraud Act 2013
 Police and Justice Act 2006

9.6 *ASB Tools & Powers*

SLHD will utilise all tools and powers available to us and work with partners to utilise tools and powers available to them. We will always undertake a proportionality assessment before commencing legal action, this is a careful consideration of the circumstances of the case to ensure the action is appropriate and necessary. We will always take into consideration of any vulnerabilities and/or mental health of the perpetrator/s and victim/s and where appropriate will hold a case conference involving partners and agencies. Tools and Powers available are: -

Tenancy Breach warning letters
 Repossession
 Demoted Tenancies
 Civil Injunction
 Criminal Behaviour Order
 Community Protection Notice
 Public Space Protection Order
 Closure Powers
 Dispersal Powers
 ASB case review
 Community Remedy

9.7 *Domestic Violence & Abuse*

SLHD class all types of domestic abuse as ASB and will investigate and take appropriate action. We are a member of Doncaster's Domestic and Sexual Abuse Partnership and work closely with partners and agencies to support victims and deal with perpetrators appropriately.

We sit on the Doncaster Multi Agency Risk Assessment Conference (MARAC) and liaise with the Domestic Abuse Hub along with other partners and agencies such as Womens Aid and South Yorkshire Police.

In 2022 we achieved the Domestic Abuse Housing Accreditation (DAHA) and will continue to prioritise our development work in this area to deliver the Domestic Abuse Act 2021.

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We abide fully by the Domestic Abuse Act 2022 when dealing with tenants fleeing domestic abuse. We will refer tenants to our Home Options team to undertake a homeless application and source emergency temporary accommodation. We will always offer alternative council accommodation in an area suitable and safe for the tenant and their family.

9.8 *Hate Crime & Harassment*

Hate Crime

St Leger Homes will use a robust approach to deal with discrimination on the grounds of: -

- race, colour, ethnic origin, nationality, or national origins
- religion or belief
- gender
- gender identity
- sexual orientation
- disability
- age

A hate crime is a prejudice-motivated crime, which occurs when a perpetrator targets a victim because of their membership in a certain social group or race. It is recognised that a victim of hate crime does not necessarily have to belong to any of the above strands but is perceived to be by the perpetrator. It is further recognised that unacceptable behaviour, motivated by hatred in respect of any of the above equality strands, may not always be a criminal offence. SLHD takes hate crime very seriously and works closely with partners to report, respond to and prevent hate crime.

Harassment

SLHD will not tolerate any form of harassment on its estates. We are committed to tackling swiftly and efficiently those individuals or groups who are involved in harassment and will work closely with partners to support victims and take appropriate enforcement action.

Harassment is defined as any unwanted behaviour directed at an individual or group which is offensive or objectionable to the recipient. It is behaviour or conduct which will interfere with the peace and comfort of individuals or groups which has the effect of hurting, intimidating, humiliating, ridiculing and/or undermining confidence. We consider that the main types of harassment are:

- Racial Harassment
- Sexual Harassment
- Disability Harassment
- Age Harassment
- Harassment due to sexuality
- Gender Harassment
- Religious Harassment
- Physical Harassment

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- Verbal Harassment
- Gender Identify Harassment

SLHD also has clear prohibitions under section 2.3 of the Tenancy Agreement which states:

The Tenants Obligations

Part 2.3(b) Nuisance, Harassment and Anti-Social Behaviour

“You, your friends, relatives, and any other person visiting the property must not harass or discriminate against anyone because of their gender, gender identity, race, religion, sexuality, disability, or age. You must not threaten to harass, use, or threaten to use violence to anyone in the neighbourhood, or incite others to do so. Examples of harassment include but are not limited to: Racist behaviour or language, using or threatening to use violence; using abusive or insulting words or behaviour; damaging or threatening to damage another person’s home or possessions; writing threatening, abusive or insulting graffiti, letters or emails; doing anything that interferes with the peace, comfort, convenience and enjoyment of others”.

9.9 *Violence & Aggression towards staff*

SLHD operates a zero-tolerance policy towards any form of violence, aggression or abusive or offensive language towards our employees, Council employees, ward members or contractors working on our behalf. We will take swift action and use the most appropriate tools and powers. Where necessary and appropriate we will share information on potentially violent persons with partners and register on our potentially violent persons database.

9.10 *ASB Case Reviews (formerly community trigger)*

An ASB case review is the process where a member of the community can request a review of their case to ensure that a group of agencies have provided an appropriate response to the reported anti-social behaviour. The review is designed to ensure that agencies work together to investigate how the case was dealt with. It is important to note that this does not replace the complaints procedure within SLHD. City of Doncaster Council is the nominated body for receiving and managing ASB case reviews in Doncaster.

9.11 *Approach to Witnesses and Complainants*

SLHD understands the crucial role which complainants and witnesses play in coming forward to report ASB and appreciates how difficult this can be. We build an environment in our communities where witnesses and complainants feel safe in coming forward and will utilise tools and powers to protect witnesses from harm and intimidation. We will work closely with partners to protect witnesses and undertake a Vulnerable Victim Risk Assessment and agree a contact contract with complainants.

Sometimes complainants and witnesses are not SLHD tenants, in these cases we will still liaise and update the complainant and will work with partners via

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the Neighbourhood Action Group (NAG) and Locality Meeting process to ensure complainants are sufficiently supported.

We will often refer complainants, victims and witnesses to support agencies where appropriate in agreement with the individual such as; Victim Support, Creative Support, Early Help.

We will produce a Contact Contract for every complainant at the beginning of the ASB case, which will agree with each complainant how often we will contact them regarding the ongoing case.

9.12 *Persistent or Multiple Complaints*

SLHD reserves the right to refuse to deal with complaints that are pursued in an unreasonable manner or can be categorized as habitual or vexatious. Our complaints policy sets out how we deal with such complainants. With regards ASB complainants we will trigger this in the following circumstances: -

- The complainant persists in pursuing an ASB or neighbour nuisance complaint when the investigation procedure has been fully and properly implemented and there is insufficient evidence to pursue the matter.
- The complainant focuses on a trivial matter which cannot be classed as anti-social behaviour or nuisance to an extent that it is out of proportion to its significance.
- The complainant has made an excessive number of contacts whilst pursuing a complaint and has placed unreasonable demands on officer time and resources.
- The complainant has harassed or been personally abusive or verbally aggressive towards staff dealing with their complaint on more than one occasion.
- The complainant has threatened or used actual physical violence towards staff investigating their complaint
- In all cases housing management officers will pass the case to a senior officer who will liaise with SLHD Customer Care team before commencing the persistent complainant procedure.

9.13 *Rehabilitation of Perpetrators*

We appreciate that some perpetrators will need help and support to enable them to sustain their tenancy and reduce the risk of losing their home. SLHD deliver a tenancy support service where tenants who are considered high risk of not sustaining their tenancy are supported. We will also work with partners and agencies to support and rehabilitate perpetrators.

9.14 *Suspension from the Housing Register due to ASB*

The Allocation of Accommodation: Guidance for Local Authorities 2012 states authorities may frame their allocations policy to consider factors determining relative priorities between applicants in the reasonable preference categories. The Council's Allocations Policy outlines the criteria and circumstances in which an applicant will be excluded from the housing register due to ASB.

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9.15 Closure of Cases

SLHD understands that to retain the confidence of its customers in its approach to ASB, no case should be closed unless it has been thoroughly investigated and resolved. Before closing a case, a team leader will carry out a case review and the complainant will be contacted to agree for the case to be closed. We currently have the following case closure reasons: -

Complainant satisfied – case investigated, and complainant satisfied that the nuisance/problem has been resolved. **(resolved)**

No complaints for 3 months – the case has been closed because the nuisance has ceased, and no further complaints have been received for 3 months **(resolved)**

Case resolved to landlord satisfaction – the case has been resolved to the satisfaction of the landlord but not necessarily to the satisfaction of the complainant (e.g., no further action can be taken, all reasonable actions exhausted) **(resolved)**

Case withdrawn by the complainant – the complainant no longer wishes to pursue the complaint **(closed)**

Unsubstantiated complaint – the complaint has been investigated but no evidence can be found to substantiate the complaint **(closed)**

Property Terminated – the perpetrator gives up their tenancy, so the nuisance ceases, or the complainant is relocated via the Housing Assessment Panel (HAP) **(closed)**

Property Abandoned – the perpetrator abandons their tenancy so the nuisance ceases **(closed)**

Eviction for ASB – the perpetrator is evicted from their tenancy so the nuisance ceases **(resolved)**

Other (please specify) Resolved – the case has been successfully resolved to landlord satisfaction when the ASB has ended for any other reason than those listed above (e.g., intervention by another agency).

Other (please specify) Closed – the case has been closed for any other reason other than those listed above. (e.g., information requested by the landlord has not been provided)

When closing a case, we will always let the complainant know in writing giving 7 days' notice of the intention to close the case. This gives them the opportunity to make a further complaint if they disagree with the case being closed. We will carry out satisfaction testing on our ASB service to ensure our tenants are happy with how they are handled.

10. Garage Management

10.1 The allocations and estate management function, including enforcement and rent recovery, is performed by the Housing Management Area Teams. Repairs, maintenance, and site improvement are carried out by Property Services or its approved contractors. The Asset Management Team is responsible for the management of future investment in the sites and sale of sites deemed surplus to requirements. Decisions over the future investment or sale of a site are made by the Executive Management Team (EMT) and CDC.

10.2 Use of Garages

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- Garages are for the use of housing a private motor vehicle, motorbike or mobility scooter, or storage of appropriate personal belongings
- Garages must not be used to keep livestock
- Vehicles and motorbikes must be taxed and insured, or the owner should have made a Statutory Off-Road Notification (SORN).
- SLHD will on occasions use a garage for its own purposes such as the storage of equipment & other contents.
- SLHD will not take responsibility for any loss or damage to the contents of a garage because of any criminal action and tenants are advised to take out the appropriate insurance cover.
- Tenants must not cause a nuisance to surrounding tenants or residents on the garage premises, access road or forecourt. This includes causing an obstruction on the garage site access or in front of neighbouring garages.
- Tenants must not keep flammable materials on the garage premises including petrol, diesel, or oil except for those liquids within the vehicle.
- Tenants must not sublet the garage or allow anyone else to use the garage.
- Tenants must not make any structural alterations or additions to the garage without the prior written consent of SLHD. This includes the fitting of additional security locks and shelves. SLHD will always take into consideration the risk posed by asbestos.
- Garages cannot be used for business premises or for any sort of trading or vehicle repairs
- Tenants must not use the garage to display any sort of advertising, billboard, or nameplate.
- The tenant of a garage must allow access for repairs and periodic inspections of the garage by SLHD. This is to ensure that the garage is safe and maintained to a satisfactory standard, and any potential breaches of the Garage Tenancy Agreement and Plot Agreement are investigated and dealt with accordingly.
- The tenant will be charged for the cost of repairing any willful damage to the garage and the cost of replacing garage door locks due to lost or stolen keys.
- If the tenant moves to another residential property more than one mile from the rented garage, they may be asked to vacate the garage. The final decision on this matter will be made by the Area Housing Manager or Team Leader considering demand for garages on the site and any other relevant factor. If the tenant refuses to give up possession when requested, a 7-day Notice to Quit (NTQ) will be served.
- On termination of the garage the premises must be left clean and tidy and completely cleared of all belongings. Any items left in the garage will be disposed of by SLHD and the costs will be recharged to the tenant. All keys for the garage must be returned to an Area Housing Office.
- Upon termination of a garage plot the garage and all its contents must be removed from the plot, failure to do this will result in the tenants being recharged for the cost of any clearance. Tenants do not have the right to pass the keys onto another person for their use without the prior written permission of SLHD. Any items left in the garage will be disposed of by SLHD and the costs charged to the tenant.

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10.3 *Use of Garage Plots*

- The rules regarding the use of SLHD purpose-built garages also apply to garages constructed privately on plot sites.
- Before building a garage on a plot site the tenant must firstly obtain written permission from SLHD to ensure that the garage to be constructed is of a professional standard. If required, the tenant should also obtain any necessary planning permission from DMBC.
- The tenant of a garage plot must allow SLHD access to the premises for the purpose of inspecting its condition and contents.
- If the tenant of the plot moves to another residential property more than one mile from the garage, they may be required to either remove the garage from site or transfer it / sell it to another resident nearby. If the tenant wishes to transfer or sell the garage to another resident, they should first obtain written permission from SLHD. The final decision on this matter will be made by the Area Housing Manager or Team Leader.
- Tenants of garage plots are responsible for keeping their plot & garage in a good state of repair, failure to do so could result in SLHD carrying out the work in default. This work can include demolition and removal of the garage. The tenant will be recharged the full cost of the work.

10.4 *Allocation of Garages*

Relevant checks will be undertaken to ensure an applicant is eligible to join the register. Applicants considered not to be eligible will be notified in writing of the reason. Applicants are not limited in the number of sites they can choose.

Applicants are not allowed to join the register if: -

- They do not reside in the locality of the garage site; locality refers to within 1 mile of the site, however this rule can be relaxed if it is a low demand site.
- The applicant has a housing related debt, for example, rent arrears, sundry debt or former tenant arrears.
- The applicant has a history of anti-social behaviour or other tenancy breaches to be determined by the Area Housing Manager or Team Leader

10.5 *Allocating Garages*

Garage sites are managed by the Area Housing Offices, therefore all enquiries regarding a site or application should be made to the local office.

Allocation Priority

Tenants and residents of Doncaster are eligible to join the waiting list for a garage site or garage plot site. However, their residential address must be in the locality of their chosen sites. Garages will be let in the following priority order:

1. A tenant of a garage / plot included in a redevelopment / demolition scheme.

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2. Tenants registered on the waiting list who have a substantial mobility dependency (including a family/member or carer who transports them by car), if they live in the locality of the garage. They must provide proof that they are in receipt of a mobility related benefit and/or have a blue badge.
3. Tenants who wish to rent a garage for the storage of a mobility scooter. They must have a mobility dependency and must provide proof that they are in receipt of a mobility related benefit.
4. Tenants of flats and maisonettes with garages that are integral to the block or built on the same site.
5. Tenants at the top of the waiting list because of waiting the longest time, and who reside within 1 mile of the garage (and do not already have a garage in the locality).
6. Residents (non- tenants) registered on the waiting list that have a mobility dependency (including a family/member or carer who transports them by car) and live within 1 mile of the garage. They must provide proof that they are in receipt of a mobility related benefit, or a copy of their blue badge drivers pass.
7. Residents (non- tenants) who wish to rent a garage for the storage of a mobility scooter and have a mobility dependency. They must provide proof that they are in receipt of a mobility related benefit.
8. Residents of flats and maisonettes with garages that are integral to the block or built on the same site.
9. Residents who are top of the list with regards to waiting time and live in the locality of the garage and do not already have a garage.
10. Tenants who are top of the list with regards to waiting time and reside in the locality of the garage and already have a garage.
11. Residents who are top of the list with regards to waiting time, who reside in the locality of the garage and already have a garage.
12. Eligible tenants & residents who require the garage for an approved use and reside any distance from the garage

10.6 *Garage Commencement and Terminations*

All garage agreements commence on a Monday and rent will be charged on a weekly basis.

SLHD will serve a 7-day Notice to Quit (NTQ) if it wishes to terminate a garage tenancy. If the tenant wishes to terminate their garage tenancy, they must also give 7 days in writing or complete a form at their local area housing office. Notice can be given to a tenant for several reasons including rent arrears, site redevelopment or misuse including anti-social behaviour.

SLHD will serve a 28 days' NTQ if it wishes to terminate a garage plot. If the tenant wishes to terminate their garage plot, they must also give 28 days' notice in writing or complete a form at their local area housing office. Notice can be given to a tenant for several reasons including rent arrears, demolition of the site or misuse of the site.

On demolition sites, the same notice periods apply as stated above.

10.7 *Encroachment / Rights of Way*

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Tenants are not entitled to encroach on any land owned by the Council and managed by St. Leger Homes of Doncaster. This includes altering the boundaries to their garden or installing exit and entrance points directly on to land owned by the Council and managed by SLHD, thus creating rights of way.

SLHD will request these situations to be rectified at the cost of the tenant in a timely manner and may either rectify us and recharge the cost to the tenant or take legal enforcement action.

10.8 *Maintenance & Inspection*

SLHD will inspect every site on a quarterly basis and will prioritise each site based on need. SLHD will ensure sites are clean, tidy, free from rubbish and undertake work to cut grass, hedges, sweep areas and remove any graffiti and fly tipping

10.9 *Investment, Options Appraisals, Demolitions*

As part of the Housing Revenue Account (HRA) Land and Asset Review all garage sites are reviewed to identify any re-development potential and note any constraints, for example any encroachments and unauthorised use. This will help to inform the future utilisation of sites.

Investment is an ongoing process that involves consultation with SLHD staff, CDC, elected members and customers and forms the basis for decisions over the future investment of the sites. A plan identifies future investment requirements for garage sites across the borough; this helps to make decisions about retaining and investing, demolition and the provision of new parking sites.

Demolitions are circumstances where for the health and safety of the public dictates the emergency demolition of a garage, for example, anti-social behaviour and storm damage. All demolitions whether emergency or planned will be undertaken by the SLHD Asset Management Team.

11. Safeguarding and Vulnerability

11.1 This section sets out our approach to promoting the wellbeing of children, young people, and adults at risk by safeguarding them from risk and abuse.

The objectives of this section are to:

- Outline what constitutes abuse, neglect and harm
- Ensure we fulfil our legal obligations to report safeguarding concerns to the relevant authority
- Support the local authority with their statutory duties relating to safeguarding
- Ensure we recognise and consider vulnerabilities in our housing management functions

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This section should be read in conjunction with the Safeguarding and Anti-Social Behaviour procedures.

11.2 Definitions

Safeguarding means protecting a person's right to live safely, free from abuse and neglect. Working with other organisations, we safeguard customers by aiming to prevent and stop both the risk and experience of abuse and neglect. Safeguarding applies to children, young people and adults at risk.

- A **child** is anyone under the age of eighteen
- A **young person** is a care leaver, a person who is 18 and over but still receiving children services. For example, a person who is a care leaver with complex needs might be supported by children services until the age of 25.
- An **adult at risk** (sometimes called vulnerable adult) is someone aged 18 or over who has needs for care and support. Safeguarding applies to adults at risk who are unable to protect themselves from experiencing, or at risk of experiencing, abuse as a result of their care and support needs.

Abuse is the violation of a person's human and/or civil rights by any other person or persons. The Care & Support Statutory Guidance identifies eight main categories of abuse: Physical, Sexual, Psychological, Financial or material, Discriminatory, Organisational, Modern-Day Slavery, Domestic Violence, Neglect and Self Neglect. The Children Act includes definitions for Emotional, Physical, Sexual abuse and Neglect specific to child abuse. *More information on the forms of abuse, possible signs and behavioural changes is detailed in the safeguarding procedure.*

Neglect is the failure to meet a child, young person, or adult at risks basic needs. The Care & Support Statutory Guidance identifies two categories of neglect, neglect and acts of omission and self-neglect. The Children Act includes definitions specific to child neglect.

Harm is physical and/or psychological injury

11.3 Prevention

We work to minimise the potential for abuse and neglect to occur by raising awareness of abuse and its effects and inform our customers on how to keep themselves and others safe by giving appropriate advice and accessing appropriate support. We also publish articles about safeguarding for our residents across our customer media channels.

We highlight the role that local people play in safeguarding and encourage and support members of the community to report suspected abuse either to us or to a relevant agency.

We have a single point of contact telephone number, which allows all staff and customers to report safeguarding concerns.

All staff undertake training, and we regularly raise awareness across SLHD to ensure that staff remain vigilant to indicators of abuse and neglect.

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SLHD are committed to working in partnership to deliver the Doncaster safeguarding agenda. We are a key member of the Doncaster Safeguarding Board and related subgroups. The Boards ensure that there are effective arrangements in place in Doncaster to safeguard children, young people and adults from abuse. We are also members of various statutory panels and groups established to risk manage safeguarding cases, e.g., Multi Agency Risk Assessment Conference, MARAC and the Multi Agency Public Protection Arrangements Panel, MAPPA.

11.4 *Safeguarding Concerns*

All staff are required to report any safeguarding concerns they have as soon as they arise. We report concerns on our internal reporting systems and to partners via their referral process. If we consider a criminal offence has occurred, or the customer faces an imminent risk we notify the police immediately. If we have concerns about the immediate health and wellbeing of a customer in relation to a safeguarding matter, we notify the emergency services and local authority as soon as possible using established referral pathways.

In addition to the abuse types defined by statutory guidance and the Children Act, we respond to any concerns around radicalisation under our safeguarding process. We have due regard to our responsibilities under PREVENT and work with our partners to counter the risk of terrorism.

We seek to offer customers the safest and most supportive environment in which they can report abuse. Any report or allegation of abuse will be listened to and investigated. As a responsible provider we are committed to working in partnership with agencies that have a statutory responsibility and a non-statutory involvement with children, young people and adults at risk and have embedded management tools in our safeguarding procedure to reflect this.

We support and cooperate with partners where there are concerns that relate to one of our customers. We respond to all local authority requests regarding safeguarding (Sometimes referred to for adults, Section 42 or for children, Section 17 or 47) in a timely manner.

11.5 *Making Safeguarding Personal*

We support customers through the investigation process. We ensure that an adult's wellbeing is promoted when reporting and responding to safeguarding concerns. We have regard to their views, wishes, feelings and beliefs in deciding on any action and support them to share their views with other agencies. We recognise that adults at risk can sometimes have complex interpersonal relationships and may be ambivalent, unclear or unrealistic about their personal circumstances.

In child safeguarding cases we will work with the family and other agencies as appropriate to produce a holistic solution that best meets the child and/or families' needs.

11.6 *Partnership Working*

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Responsibility for safeguarding children, young people and adults at risk is shared amongst several agencies. We work with other organisations to achieve our aims and recognise our legal requirements.

Local authorities have specific duties to organise and plan services to safeguard and promote the welfare of children, young people, and adults at risk. They also have expertise in handling cases of abuse, providing support and counselling to victims of abuse, and in assisting the police with any criminal investigations. It is the responsibility of local authorities to arrange advocates for any adults who would be deemed in need of this. We do not usually perform this function. We recognise the importance of cooperating with the police to help them protect, investigate, and deter abuse. We are a member of the Safeguarding Children & Adults Boards and inform them of any serious concerns.

We work with our partners to safeguard vulnerable people who are at risk of radicalisation, in all its forms. If we suspect that a person is being drawn into terrorism, we make a referral to Channel, an early intervention multi-agency panel designed to assess the risk to individuals and decide whether intervention is necessary.

11.7 *Consent and Capacity*

We always assume that an adult has the mental capacity to make decisions about their personal safety, unless we have been formally advised otherwise by an appropriate health and/or social care professional or have seen relevant documentation e.g., power of attorney. If we suspect that an adult does not have mental capacity, we refer them to the appropriate agency for an assessment and this may lead to a mental capacity being undertaken.

We only accept consent to share information with other agencies if it is freely given, informed, and not inferred or provided under duress. If consent is refused, information is only shared in the following circumstances: -

- There is a need to safeguard a person/people at risk
- There is a significant risk of harm to self or others
- The person lacks the mental capacity to make an informed decision about sharing the information
- We suspect the person has the mental capacity to make that decision, but they may be under duress or coerced
- We suspect a criminal offence has been or will be committed
- St Leger Homes are implicated in the allegation
- Some other legal provision requires it, e.g., under a Court Order.
- Where the issue relates to a child, we do not need to seek consent to make a referral

11.8 *Mental Health*

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SLHD will always take mental health into consideration when taking any action against a tenant or when communicating with a tenant. Every attempt will be made to liaise with mental health professionals and/or support workers or refer for support if none is in existence. Where appropriate, a multi-agency case conference will be held to determine the best course of action.

SLHD will refer individuals to the Council's Vulnerable Persons Panel for more complex cases.

In all cases of enforcement involving individuals affected by mental health an Equalities Assessment and/or Proportionality Assessment will be undertaken to ensure any action is fair and proportionate and complies with the Equalities Act 2010.

11.9 *Doncaster Multi-Agency Self-Neglect and/or Hoarding Policy*

This policy and procedure have been developed alongside the safeguarding boards and Safer, Stronger Doncaster Partnership and includes agencies across Doncaster who encounter adults at risk on a daily basis. The procedure includes a practical assessment tool called the Self-neglect and risk management (SNARM) tool, which provides a template for a multi-agency response across all agencies. SLHD officers will complete this assessment and template and refer to the appropriate agency when dealing with vulnerable adults.

For hoarding cases along with liaising with support workers, SLHD will involve the fire service to assess the property for fire risk.

12. **Rent Collection and Arrears Recovery**

12.1 This section describes the activities and responsibilities involved where tenant rent accounts of both current and former tenants are in arrears. This policy will help to ensure Performance targets are met, that we are customer focused and that the financial capability of customers is met.

The term "rent collection" applies to rent on dwellings, garages, garage plots and service charges.

12.2 *Objectives*

- Maximise income collected from rent, rent arrears and service charges whilst providing cost-effective rent collection methods. Fair and effective means of recovering arrears are in place.
- Minimise the level of arrears, by early intervention and appropriate money and tenancy management advice.
- Minimise evictions and bad debts, making use of all appropriate remedies and only using possession and eviction when these have been exhausted.
- Apply firm, fair, efficient, and consistent approaches to arrears work, taking a staged approach to recovery action and ensuring that tenants are aware of the consequences of not meeting their obligations.
- Establish a sense of responsibility among tenants for paying their rent

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and service charges.

- Help tenants to sustain their tenancies and maximise their income through tenancy support, advice and assistance, debt counselling and money advice, using referrals to external financial and debt advice providers where appropriate.
- Assist those tenants affected by welfare reform, cost of living crisis or other financial pressures with financial and tenancy support and access to financial assistance.
- Provide services to all of our tenants taking into account the needs of the most vulnerable and least advantaged sections of the community.
- Reduce poverty and increase financial inclusion amongst our tenants
- Utilise latest/current methods in optimising income collection and communication with customers
- Share and utilize best practice within the sector

12.3 *Tenant Responsibilities*

The term 'tenant' includes sole and any joint tenants.

If two or more people have signed the Tenancy Agreement, they are jointly and severally liable for the payment of rent. This means that each person is fully responsible for the payment of rent and any arrears of rent.

Tenants have an obligation under the Terms and Conditions of their Tenancy Agreement to pay rent due every week, in advance of, on or before the first day of each rental period.

Tenants have a responsibility to notify St Leger Homes of Doncaster of any change that may affect their ability to pay their rent.

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12.4 *SLHD Responsibilities*

We will provide tenants with the necessary information in the most appropriate format and a range of options and facilities to pay their rent and service charges when they are due.

Rent is charged in accordance with the Government's Rent Standard 2020 and any successor to this framework.

We will charge rent over 52 weeks per year (53 weeks where there are 53 Mondays within the year). All tenants will receive an annual rent (and/or service charge) statement or more regularly by request. Tenants can also view their account(s) at any time via their online account. When a tenant does fall into arrears, we will consider all available options such as but not limited to; manageable payment agreements, third party payments, referrals to debt advice agencies, suspended possession orders, postponed possession orders, attachment of earnings, garnishee orders, money judgement orders, small claims court, distraint of goods orders and ultimately outright possession.

SLHD will take all measures possible to prevent arrears accruing initially including early and personal contact with tenants. This will include an assessment of affordability, an assessment to housing benefit/Universal Credit entitlement, assistance in completing a housing benefit application form within the sign-up process along with emphasis on the payment of rent.

SLHD will ensure that there is early intervention when an account falls into rent arrears before a debt escalates. Accounts are monitored on a weekly basis and action will be taken as appropriate.

SLHD recognises that many of its tenants are on low incomes and may have trouble in paying their rent and other charges. We acknowledge that personal circumstances can change potentially causing difficulty with benefit claims and income. SLHD will therefore assist tenants as much as possible in ensuring they maximise their income, providing advice where possible and will signpost to appropriate independent agencies where the relevant knowledge does not exist in-house.

Where arrears do occur, we will always seek to recover the debt in full. Where appropriate we will offer payment of arrears in instalments following a financial assessment of circumstances with a view to making realistic and sustainable arrangements to pay off the arrears.

We will aim to establish personal contact with tenants and members of their household over 18 years of age throughout the debt recovery process to prevent eviction

12.5 *Payment Methods*

We will ensure that a wide choice of payment methods are available and transaction costs are not passed on to tenants. Tenants can choose to pay their rent and any other amounts due using any of the methods available, however, we do list these methods in order of our preference: -

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1. Direct Debit
2. Credit Union account
3. Standing Order
4. On line at www.stlegerhomes.co.uk or via our tenant portal
5. By debit card over the phone using our automated payment line
6. By debit card over the phone to our Customer Access Team
7. Any outlet displaying the Pay point sign
8. Any post office in the country
9. Credit Card over the phone or online

We actively encourage payment methods which are reliable, cost effective and deter from the tenant incurring debt and interest charges. If a tenant is regularly using payment methods 5 to 9 from the list above, we will have a discussion around moving them on to preferred payment methods.

12.6 *Payment Priorities*

To ensure that monies received are treated with a degree of importance dependant on both the impact on the organisation and potential impact on the tenant, we will always prioritise dwelling rent as a priority debt before any other housing related debt when accepting payments from customers.

12.7 *Rent Setting*

CDC set the rents in line with the Governments Rent Standard 2020 and its successor to this framework. Rent will be reviewed on an annual basis and any new charge will commence on the first Monday in April. We will ensure that all customers are informed in writing at least four weeks in advance of the new rent charges. New tenancies which are not mutual exchange or successions will be charged at the target rent.

12.8 *Housing Benefit / Universal Credit*

We liaise with CDC Housing Benefit department and the Department for Work & Pensions (DWP) to maximise the receipt of benefits due to our tenants and to minimise the delay in receiving these payments. Housing Benefit and Universal Credit advice will be available by SLHD officers and via the SLHD Moneywise Website. Where a tenant in receipt of UC falls into arrears and fits the criteria laid down by the DWP we will diligently apply for an Alternative Payment Arrangement (APA).

12.9 *Legal Action / Eviction*

SLHD does not wish to evict any of its tenants. Any tenant falling into arrears will therefore be given adequate opportunities to pay off the arrears, and every attempt will be made to reach payment agreements with tenants before Court action commences. Legal action will not be pursued against tenants who adhere to repayment agreements. Eviction action will be pursued only as a last resort. No eviction will go ahead without an independent review of the case by the Tenancy Sustainability Service Manager and the SLHD Eviction's Panel.

All legal costs incurred will be charged to the tenant (s) in addition to their arrears.

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12.10 *Arrears left when tenancies are ended*

When notice to terminate a tenancy is received and there are any outstanding arrears, we will always seek to recover the debt in full. Where appropriate we will offer repayment of arrears in instalments following a financial assessment of circumstances with a view to making a realistic and sustainable arrangement to pay off the arrears. A financial assessment will look at what the former tenant can afford and how long the debt will take to clear based on the proposed repayment plan.

We will always ask for a forwarding address at the time a tenant terminates their tenancy.

12.11 *Former Tenancy Arrears*

Former tenants are tenants who have ended a tenancy and have outstanding rent arrears related to the dwelling, garage or garage plot they have vacated.

If a forwarding address was not provided when the tenancy ended and there are arrears owing, we will attempt to trace the former tenant.

Where our detailed FTA procedures have failed to recover arrears, the debt may be referred to a Debt Collection Agency.

Legal action to recover the arrears will be taken in cases where, an assessment of the former tenant's financial circumstances, indicate that such action would be appropriate.

Where a debt is uneconomic to pursue or there is no prospect of recovery, the debt will be written off in accordance with the City of Doncaster Council's policy on irrecoverable debt. However, we reserve the right to reinstate the debt where appropriate.

Where the arrears are in respect of a deceased tenant action will be limited to contacting the next of kin or an executor to claim against the estate. However, we may contact other agencies to establish if there are any monies left in the estate.

If the debt is six years old or more and specific procedures have not been followed or certain conditions not met, the debt is classed as 'statute barred'. This means that recovery of the debt can no longer be pursued through the courts. However, the debt still exists and will still be pursued by SLHD.

FTAs will be reviewed on a regular basis and will be written off as not recoverable as considered appropriate, providing all recovery options have been considered.

The write offs and reinstatements in respect of Former Tenants Arrears will be authorised as follows:

- Up to £1,000 - Prepared by FTA Officer and authorised by Head of Finance and Business Assurance
- £1,000 - £2,499 – Prepared by FTA Officer and authorised by Director of Corporate Services

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- Over £2,500 - Prepared by FTA Officer, authorised by DC

FTAs will be reinstated if the former tenant applies for housing.

Any person owing Current or Former Tenants Arrears seeking rehousing will be dealt with in line with CDC allocations policy.

12.12 *Rental Exchange*

SLHD participates in the rental exchange project to provide good rent paying tenants with a credit rating to increase financial inclusion. Tenants who fall into arrears will incur a negative impact on their credit rating. Tenants are only affected after eight weeks rent arrears. Tenants are provided with full information on this scheme and are given the option to 'opt out'.

13. Tenancy Sustainability

- 13.1 To achieve our objective of sustaining tenancies we have implemented a Tenancy Sustainability Model which is designed to identify those tenants at risk of losing their tenancies or posing a high risk of not sustaining their tenancy. We will undertake a RAG rating assessment of tenants as we come into contact with them and deliver support based on each category:

Red – Intensive Category – intensive tenancy support for up to three months
 Amber – Housing Plus Category – medium level support with no time limit
 Green – Sustainable Tenancy Ready Category – universal services

Intensive support will be provided for a period of 3-6 months until the tenant is either ready to be stepped down, referred to accommodation support for longer term support or, as a last resort, subject to enforcement action.

14. Information Sharing and Data Protection

- 14.1 SLHD is committed to respecting and protecting tenants' privacy by complying with UK General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

We have a number of privacy notices and these are published on our website at [Privacy Notices](#).

These documents explain how we look after and protect customer's personal information. The documents also outline under what circumstances we will share information without consent. Alongside this we have a number of data sharing protocols with partners outlining the information we will share and the legitimate reasons for doing so: -

- Safer Doncaster Partnership Information Sharing Protocol
- Stronger Families Information Sharing Protocol
- Welfare & Housing Benefit Information Sharing Protocol

15. Workforce Development

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15.1 SLHD will ensure all employees delivering housing management services are sufficiently skilled and knowledgeable to deliver a high-quality service and meet the Government's Professionalism Agenda, as a minimum we will deliver the following training to our staff: -

- Housing Professional Qualification appropriate to the role to meet the professionalism agenda
- Housing Law and legal tools and powers
- Procedures
- Welfare Reform / Benefits / Financial Inclusion
- Supporting tenants
- Effective case handling including investigation, witness statements, preparing for court
- Building resilience
- Handling aggression and violence
- Health and Safety
- Customer Experience

16. Partnership Framework

16.1 Partnership working is key to delivering our objectives and priorities within our communities. Team Doncaster is the umbrella for four strategic theme boards with various multi-agency subgroups and boards below, which SLHD play an integral part: -

- Safer & Stronger Partnership Board
- Health & Wellbeing Board
- Children & Families Strategic Board
- ASB Theme Group
- Substance Misuse Theme Group
- Crime & Reoffending Theme Group
- PREVENT
- Neighbourhood Action Groups
- Case Identification Meetings
- Children & Adults Safeguarding Boards
- Early Help Strategy Group
- Stronger Families
- MARAC (Multi Agency Risk Assessment Conference)
- MAPPA (Multi Agency Public Protection Arrangements)

17. Links to other policies

17.1 This policy is closely linked to the following other SLHD/CDC policies:

- CDC Tenancy Strategy
- CDC Allocations Policy
- SLHD Rechargeable Repairs Policy
- SLHD Fencing Policy
- CDC Sustainable Tenancies Fund Policy
- SLHD Equality & Diversity Policy
- Secure Tenancy Agreement

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18. Customer Involvement and Consultation

18.1 SLHD consult and involve tenants in all aspects of our services. Tenants are consulted on policy changes and can be involved in the housing management service through a variety of activities: -

- Reality Checking
- Focus Groups
- TARAs
- High Rise Forum
- Estate Inspections
- Tenant and Residents Involvement Panel
- One Voice Forum

19. Performance Management

19.1 SLHD have an overarching performance management framework with a suite of Key Performance Indicators (KPIs), service standards and relevant Tenant Satisfaction Measures (TSMs). Underneath this there are several local indicators and measures using a balanced scorecard approach for housing management. These indicators are reviewed annually to ensure they remain relevant.

19.2 *Performance Indicators*

KPIs

- % of current rent arrears against annual debit
- % of tenancies sustained 6 months post intensive support
- Number of ASB cases opened per 1,000 properties in management

Further to this we monitor and measure performance across the following service areas:

- Rent Arrears Recovery
- Anti- Social Behaviour / Tenancy Breach case management
- Estate Inspections
- Safeguarding

19.3 *Monitoring & Review*

Performance and compliance are monitored through supervision and case reviews on a regular basis.

20. Feedback

20.1 SLHD welcomes feedback from our staff, customers and partners and will use comments and suggestions to help us improve services. If you have any feedback for SLHD please contact our Customer Access Team on 01302 862862 or online at www.stlegerhomes.co.uk.