



# Tenancy and Neighbourhood Management Policy – **DRAFT**

# Contents

|                                              |    |
|----------------------------------------------|----|
| <b>1.0 Introduction</b>                      | 3  |
| <b>2.0 Definitions</b>                       | 3  |
| <b>3.0 Legislation and regulations</b>       | 3  |
| <b>4.0 Policy aims and scope</b>             | 3  |
| <b>5.0 Tenancy Types</b>                     | 4  |
| 5.1 Issuing a tenancy                        | 4  |
| 5.2 Types of tenancy the Council grants      | 5  |
| 5.3 Flexible tenancies                       | 6  |
| 5.4 Demoted tenancies                        | 6  |
| 5.5 Sole and joint tenancies                 | 6  |
| Converting a sole tenancy to a joint tenancy | 7  |
| Converting a joint tenancy to a sole tenancy | 8  |
| <b>6.0 Policy statements</b>                 | 8  |
| 6.1 General                                  | 8  |
| 6.2 Ending a tenancy                         | 9  |
| When the tenant(s) ends the tenancy          | 9  |
| When the Council ends the tenancy            | 10 |
| Abandonment                                  | 10 |
| Belongings                                   | 11 |
| 6.3 Monitoring and reviewing tenancies       | 11 |
| 6.4 Tenancy sustainment                      | 11 |
| 6.5 Succession                               | 12 |
| 6.6 Assignment                               | 13 |
| 6.7 Mutual exchange                          | 14 |
| Tenant incentive scheme                      | 15 |
| 6.8 Tenancy fraud                            | 15 |
| 6.9 Mobility aids and electric vehicles      | 17 |
| 6.10 Maintenance of shared areas             | 17 |
| 6.11 Right of access                         | 17 |
| 6.12 Rents and debt management               | 18 |
| 6.13 Temporary moves                         | 19 |

|                                                              |           |
|--------------------------------------------------------------|-----------|
| 6.14 Overcrowding and under-occupation .....                 | 19        |
| 6.15 Subletting and lodgers .....                            | 20        |
| 6.16 Unauthorised occupants and squatters.....               | 20        |
| 6.17 Crime and anti-social behaviour (ASB) .....             | 21        |
| Vandalism and graffiti .....                                 | 21        |
| Environmental crime.....                                     | 21        |
| 6.18 Household waste and recycling .....                     | 21        |
| 6.19 Domestic abuse .....                                    | 22        |
| 6.20 Unacceptable behaviour.....                             | 23        |
| 6.21 Pets and animals .....                                  | 23        |
| 6.22 Gardens .....                                           | 25        |
| Tenant gardens .....                                         | 25        |
| Communal gardens.....                                        | 26        |
| 6.23 Parking and abandoned vehicles.....                     | 26        |
| 6.24 Supporting vulnerable tenants.....                      | 27        |
| 6.25 Disabled adaptations.....                               | 27        |
| 6.26 CCTV and surveillance equipment .....                   | 27        |
| 6.27 Right to Buy.....                                       | 28        |
| 6.28 Tenant insight and engagement.....                      | 28        |
| <b>7. Our approach to interventions and enforcement.....</b> | <b>28</b> |
| 7.1 Types of enforcement action .....                        | 28        |
| <b>8. Implementation, monitoring and review.....</b>         | <b>29</b> |
| <b>9. Complaints .....</b>                                   | <b>29</b> |
| <b>10. Equality, diversity and inclusion.....</b>            | <b>30</b> |
| <b>11. Data privacy and confidentiality .....</b>            | <b>30</b> |
| <b>12. Version control .....</b>                             | <b>31</b> |

## 1.0 Introduction

- 1.1 This Tenancy and Neighbourhood Management Policy (“the Policy”) sets out Dover District Council’s (“the Council”) approach to managing tenancies and supporting vibrant, safe and sustainable communities. All social landlords are required to publish a tenancy and neighbourhood management policies, setting out the types of tenancy they offer, and key aspects of how these tenancies will be managed.
- 1.2 This Policy has been developed in accordance with Dover District Tenancy Strategy, as well as our legal requirements and the Consumer Standards, in particular, the Tenancy Standard and the Neighbourhood and Community Standard.

## 2.0 Definitions

- 2.1 For the purposes of this Policy:
  - ‘We’, ‘ours’ and ‘us’ refers to Dover District Council
  - ‘Contractor operatives’ refers to third party organisations who provide housing-related services on our behalf.
  - ‘Tenant’ or ‘tenants’ refers to a person or persons who holds a legal right to occupy a Council-owned property under a Tenancy Agreement and is responsible for adhering to its terms and conditions.
  - ‘The Household’ refers to all individuals who reside in a Council property as their main home, including any family members, dependents or other occupants living with the tenant.
  - ‘Visitor’ or ‘visitors’ refers to a person or persons who is not part of the household but temporarily stays at the property with the tenant’s consent, without holding any rights to the tenancy.
  - ‘Neighbourhoods’ refer to areas where we own properties and manage and maintain them, including shared areas.
  - ‘Shared areas’ refer to internal and external communal areas managed by the Council which are shared and accessed by residents.
  - ‘The Policy’ refers to this Tenancy and Neighbourhood Management Policy.

## 3.0 Legislation and regulations

- 3.1 This Policy is informed by a range of housing legislation, regulations, statutory guidance and best practice standards. We are committed to complying with all relevant housing legislation, statutory guidance and regulatory standards in the management of our tenancies and neighbourhoods. This includes adhering to legal obligations relating to housing, equality, data protection, health and safety, and community wellbeing, ensuring that our practices are lawful, fair and accountable always.

## 4.0 Policy aims and scope

- 4.1 Our aim is to ensure that all tenants have a secure, well-maintained home and that neighbourhoods are places where people feel safe, respected and proud to live. We

are committed to delivering fair and consistent services that reflect the diverse needs of our residents, uphold tenancy rights and responsibilities and encourage community cohesion.

4.2 The tenancy management provisions within this Policy apply specifically to Council tenancies. Neighbourhood management provisions, however, apply more broadly across our communities and may include leaseholders, shared owners and other residents living within Council-managed neighbourhoods.

- The types and lengths of tenancies we offer.
- Rents and service charges
- The circumstances governing which type of tenancy will be offered.
- How we support tenants through the lifecycle of their tenancy, including interventions to sustain tenancies and prevent unnecessary evictions
- How we respond to issues such as anti-social behaviour, domestic abuse, property misuse, and tenancy breaches
- Our approach to responsible pet ownership, household composition and property care
- How tenancies are reviewed, extended and ended and who can end them
- Our approach to supporting tenants with advice and assistance, for example finance and benefits.
- Our approach to managing the mutual exchange process.
- Our approach to handling and deterring tenancy fraud.
- Our approach to supporting vulnerable tenants access our services.
- Our approach to managing unacceptable behaviour.
- How we promote engagement, accountability and mutual respect within our communities.
- Our approach to managing our neighbourhoods and communal areas.
- Circumstances where we may exercise discretion.

4.3 The Policy aligns with and compliments our Tenancy Strategy, which outlines our expectations of all social housing landlords within the Dover District when managing their tenancies and neighbourhoods.

## 5.0 Tenancy Types

### 5.1 Issuing a tenancy

5.1.1 Tenancies will be granted in the name(s) of the nominee(s) or transferee(s) listed on the housing application.

- If the application is made jointly, a joint tenancy will be issued.
- If the application is made by a sole applicant, a sole tenancy will be issued.

5.1.2 For properties with age restrictions, the tenancy must be held by the individual who meets the specified age criteria. In cases where the applicant's partner does not meet the age requirement, the tenancy will be issued as a sole tenancy.

5.1.3 All tenancies will commence on a Monday. An exception to this is that Flexible Tenancies which expire and automatically move over to Secure Tenancies may not start on a Monday, the Council no longer issue Flexible Tenancies, see section 5.3 for more information.

## 5.2 Types of tenancy the Council grants

5.2.1 A tenancy determination is undertaken during the allocation of a property. We grant the following tenancies:

| Tenure               | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Introductory tenancy | <p>We grant Introductory Tenancies to new tenants, for a period of 12 months. At the end of the 12 months and provided the tenant(s) has abided by their Tenancy Agreement, the tenancy will convert to a Secure Tenancy.</p> <p>We can decide to extend the Introductory Tenancy by a further 6 months if we have concerns about the conduct of the tenant(s) during the initial 12-month period, or we can end the Introductory Tenancy with a court order.</p> <p>The rights of an Introductory Tenancy are broadly the same a Secure Tenancy with some key exceptions. Introductory Tenancies do not include:</p> <ul style="list-style-type: none"><li>• The Right to Buy</li><li>• The right to a Mutual Exchange</li><li>• The right to carry out alterations or improvements.</li><li>• The right to take in a lodger or sublet.</li></ul> |
| Secure tenancy       | <p>We will grant a Secure Tenancy if (immediately before the tenancy began) the applicant(s) was:</p> <ul style="list-style-type: none"><li>• A secure tenant(s).</li><li>• An assured tenant(s) of a Private Registered Provider of Social Housing.</li><li>• An introductory tenant(s) who has successfully completed an introductory tenancy.</li><li>• Existing secure tenant who needs to move or has recently moved from their social home to escape domestic abuse.</li></ul>                                                                                                                                                                                                                                                                                                                                                               |
| Non-secure tenancy   | <p>These usually are granted as follows:</p> <ul style="list-style-type: none"><li>• For temporary accommodation.</li><li>• For some government housing schemes.</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

## 5.3 Flexible tenancies

- 5.3.1 From 2021, the Council ceased issuing new Flexible Tenancies and will not offer them in the future. All existing Flexible Tenancies will be subject to a formal review at the end of their fixed term. Following this review, the Council will decide whether to:
- End the tenancy, or
  - Offer a secure tenancy.
- 5.3.2 We will also write to tenants offering them to end their Flexible Tenancy earlier to transition onto a Secure Tenancy. Tenants may also request to convert to a Secure Tenancy before the end of their current term. Any transition, whether offered by us or requested by the tenant, to a Secure Tenancy will be subject to a satisfactory tenancy review, including confirmation that there have been no breaches of the Tenancy Agreement.
- 5.3.3 If the Council decides not to offer a further tenancy, tenants have the right to request a review of this decision. A review a decision is not the same as a complaint and will be processed in accordance with our internal processes for reviewing a decision.
- 5.3.4 Apart from the fixed term, tenants with Flexible Tenancies have the same status and rights as tenants with Secure Tenancies.

## 5.4 Demoted tenancies

- 5.4.1 A Demoted Tenancy is a Flexible or Secure Tenancy that has been demoted by a Demotion Order obtained by a court. We may seek to demote a tenancy where a tenant, member of their household or visitor has engaged in anti-social behaviour or used the property for unlawful purposes. Demotion provides a period which the tenant's security of tenure is reduced, enabling the Council to monitor and support improvements in behaviour while retaining the option of further enforcement action where necessary.
- 5.4.2 Demoted Tenancies remain in force for 12 months. During this period, we will closely monitor the tenancy and the tenant's (including their household and visitors') conduct. Where they have complied with the conditions of the demotion and there are no further breaches of tenancy, the tenancy will revert to its former status at the end of the demotion period.
- 5.4.3 Where there is evidence of further antisocial behaviour, unlawful conduct or other breaches of tenancy during the demotion period, we may consider possession proceedings. Any decision to seek possess will be made in accordance with the relevant legal requirements and the circumstances of the case.

## 5.5 Sole and joint tenancies

- 5.5.1 The Council offers both sole and joint tenancies to new households, subject to eligibility.

- 5.5.2 A sole tenancy is where a single individual signs the Tenancy Agreement and is responsible for ensuring other household members and visitors abide by the Tenancy Agreement. Where there is a breach of the tenancy, the sole tenant is accountable, even if a member of their household or a visitor is responsible.
- 5.5.3 A joint tenancy is where more than one person signs the Tenancy Agreement and have joint responsibility for ensuring they, their household members and visitors abide by the Tenancy Agreement. In most cases where there is a breach of the tenancy, both joint tenants are held accountable. An exception to this is in cases of domestic abuse.
- 5.5.4 Each joint tenant has equal rights to the tenancy and are entitled to stay in the property until the tenancy is ended.
- 5.5.5 We will offer joint tenancies to a maximum of 2 people, and will be granted based on the following circumstances where the proposed joint tenants:
- Are eligible for housing as defined by legislation; and
  - Are married or civil partners; or
  - Live together and the relationship is an 'established' one i.e., evidence is produced showing they have lived together for at least 12 months prior to the joint application.

### Converting a sole tenancy to a joint tenancy

- 5.5.6 Requests from existing sole tenants that a joint tenancy be granted to them and another person, are considered on a case-by-case basis at our discretion. These requests are granted very rarely to minimise the risk of tenancy fraud.
- 5.5.7 Any applications for a sole tenancy to be converted to a joint tenancy will be refused under the following circumstances:
- The household cannot provide proof of marriage or civil partnership, or of joint residency for at least 12 months prior to the application.
  - There is outstanding action against the household for a breach of tenancy.
  - There are outstanding rent arrears.
  - There is a history of tenancy breaches.
  - The tenancy has been demoted.
  - The applicant is already named on another tenancy.
  - The tenancy has already been assigned to the sole tenant.
  - The tenancy has been succeeded to by the sole tenant.
- 5.5.8 Applications to create a joint tenancy from a sole tenancy may also be refused where:
- the property exceeds the household's assessed housing need; and
  - the Council considers that granting a joint tenancy would not support the efficient use and management of its housing stock.

In reaching our decision, we will consider the individual circumstances of the household, any relevant medical or welfare factors, equality considerations, and the length of residence of the proposed joint tenant.

## Converting a joint tenancy to a sole tenancy

- 5.5.8 In some situations a joint tenancy can be converted to a sole tenancy. We will check whether this is lawfully possible under Section 91 of the Housing Act 1985.
- 5.5.9 If a request to convert a joint tenancy to a sole tenancy is agreed by us, the tenant who wishes to remove themselves from the tenancy will be required to complete a Deed of Assignment. Where an Assignment cannot be agreed between joint tenants, those who are married or in a civil partnership can apply to the Family Court to transfer the tenancy.
- 5.5.10 We must be notified if one of the joint tenants moves out of the home. If after 24 months both joint tenants have not resolved their tenancy situation, or the absent tenant has not made contact, the remaining tenant can apply to the Council for a new replacement sole tenancy. This will be granted provided there are no tenancy breaches.
- 5.5.11 Converting a joint tenancy to a sole tenancy is subject to the following:
- No applications have been made to transfer the tenancy via Assignment or a Court Order.
  - There are no outstanding breaches against the tenancy.
  - There are not outstanding rent arrears.
  - The home being specifically adapted for the withdrawing / absent tenant (in this case an alternative home may be offered).
  - The home being of a suitable size to meet the needs of the remaining tenant (in this case an alternative smaller property may be offered).
- 5.5.12 If we agree to the request and it cannot be achieved through assignment of the tenancy (see section 6.6) the remaining tenant will be asked to serve a termination notice. We will then issue a replacement tenancy. Prior to issuing a replacement tenancy, we will write to the absent tenant giving 14 days' notice to object and provide evidence as to why the tenancy should not be replaced.

## 6.0 Policy statements

### 6.1 General

- 6.1.1 Tenants must abide by the Tenancy Agreement. Tenancy Agreements are legally binding contracts between us and tenants. Breaches of the Tenancy Agreement may result in enforcement action, which could ultimately end in the termination of the tenancy and repossession of the home. Tenants are responsible for any breaches of the Tenancy Agreement by members of their household, including children, and visitors to the property.
- 6.1.2 We may occasionally make amendments to the terms and conditions. When this occurs, we will consult with tenants and ensure that any changes are clearly communicated.

- 6.1.3 Tenants, their household and visitors must also comply with any permissions we have approved, in addition to the clauses within their Tenancy Agreement. If a tenant, their household or visitors have breached the permissions, we can revoke and refuse to grant future permissions or take enforcement action if we deem it appropriate. Each case will be assessed and dealt with on a case-by-case basis.
- 6.1.4 Tenants are advised to have appropriate contents insurance in place to cover damage or loss of their furniture or personal belongings, in the event of accidental damage, fire, flood or theft.
- 6.1.5 Tenancy management is overseen by the Housing Services department. The Council also views good neighbourhood management as a key part of managing and sustaining tenancies and local communities. Therefore, the Housing Service department will work and collaborate proactively with wider Council departments, other statutory agencies and local stakeholders to ensure that our residents live in clean and safe environments.
- 6.1.6 All tenants will have access to the Tenant Handbook, which outlines essential information about their rights and responsibilities, property standards, rent payments and how to access support services. The handbook serves as a practical guide to help tenants understand key aspects of tenancy management and who to contact for various issues, or where permissions apply. It complements the Tenancy Agreement and reflects current policies and procedures to ensure clarity and consistency.
- 6.1.7 Please refer to specific policies in addition to the Tenant Handbook for repairs, maintenance and Health and Safety.

## 6.2 Ending a tenancy

### When the tenant(s) ends the tenancy

- 6.2.1 Tenants may decide to end their tenancy at any time. Tenants must give the Council at least 4 full weeks' written notice of the intention to terminate their tenancy. With effect from a Monday. The termination date must be a Sunday. Receipt of the fully completed and written notice triggers the 4-week notice period.
- 6.2.2 During the notice period, tenants remain responsible for paying their rent, service charges (if applicable) and complying with their Tenancy Agreement. If tenants need to vacate the property before the full 4 weeks' notice period, they must inform us. However, they will still be charged rent and service charges for the full 4 weeks.
- 6.2.3 In exceptional cases, tenants may be permitted to surrender their tenancy with less than 4 weeks' notice, but this must be agreed in writing by the Council.
- 6.2.4 At the end of the tenancy notice period, whether after 4 weeks or earlier, the tenant(s) will no longer be permitted to enter the property unless they have our written permission to do so and accompanied by a Council Officer.
- 6.2.5 Tenants must give 'vacant possession' of the property, which means that they must:
- Leave the property in a clean condition and in a good state of repair and decoration.

- Clear all their belongings, furniture and stored items from all rooms, lofts, cellars, gardens and outbuildings and all rubbish (including recycling).
- Leave with no people, pets or animals still inhabiting the property.

6.2.6 If the tenant(s) does not leave the property in a clean well-maintained, and in a good state of repair and decoration, or they leave behind furniture, personal items, pets, or other belongings, they will be charged for the costs of cleaning, redecoration, repairs, maintenance, and the removal and disposal of any remaining belongings.

## When the Council ends the tenancy

6.2.7 We are committed to supporting tenants sustain their tenancies wherever possible. However, in some circumstances we may decide to end the tenancy where:

- The tenant has breached their Tenancy Agreement.
- The tenancy is for a property which the Council needs possession of so that a redevelopment or regeneration scheme can proceed.
- The tenancy has been obtained fraudulently.
- The property has been abandoned (see 6.2.12 and 6.2.13).

Where we have decided to end the tenancy due to a breach in the Tenancy Agreement, the tenant(s) can be referred to our Housing advice service.

6.2.8 If we end a tenancy because of a tenancy breach, the tenant will be referred to the Housing Options team for advice and support.

### ***Council termination of an Introductory Tenancy***

6.2.9 Where a tenant fails to satisfactorily complete their 12-month introductory tenancy, or any subsequent extension period, the Council may seek possession by serving notice under Section 128 of the Housing Act 1996. If the tenant does not vacate the property when the notice expires, the Council may apply to the court for a possession order.

### ***Council termination of a Secure Tenancy***

6.2.10 We may seek possession of a secure tenancy on one or more of the grounds set out in Schedule 2 of the Housing Act 1985, including the absolute ground for possession for anti-social behaviour under Section 84A. If the tenant does not vacate the property following service and expiry of the relevant notice, the Council may apply to the court for a possession order.

## Abandonment

6.2.14 If a tenant intends to be absent for 28 days or more, they must notify us in writing beforehand. In cases where the tenant is unable to do so – such as, due to a medical incapacity – we request that a family member or next of kin inform us on their behalf. Failure to provide notification may prompt us to investigate whether the property has been abandoned. If abandonment is confirmed, this could result in the termination of the tenancy and repossession of the property.

6.2.15 We will carry out all reasonable and necessary checks to establish whether the property has been abandoned, in compliance with legislation and our own internal

processes, before initiating any repossession proceedings. The tenant will be responsible for rental charges until possession is obtained.

## Belongings

- 6.2.14 When a tenancy ends, tenants must remove all personal belongings, furniture, rubbish and any other items from the property and leave it clear and vacant when returning the keys.
- 6.2.15 Any belongings left behind will be removed, stored or disposed of at the Council's discretion and applicable legislation. The Council is under no obligation to store items, and former tenants will be recharged for all costs incurred, including removal, transport, storage, administration and disposal costs.
- 6.2.16 Failure to clear the property will result in recharges and may be taken into account when assessing future housing applications or outstanding tenancy-related debts.

## 6.3 Monitoring and reviewing tenancies

- 6.3.1 A tenancy may be reviewed when necessary, including the following situations:
- The tenant(s) requires support to sustain their tenancy, whether in the short term or over an extended period, particularly if they are vulnerable.
  - Tenancy enforcement is required due to breaches of agreement or other concerns.
  - Formal reviews are required under the statutory process for Introductory Tenancies and Flexible Tenancies.

## 6.4 Tenancy sustainment

- 6.4.1 We are committed to helping tenants maintain their tenancy. We offer a variety support mechanisms for tenants to achieve this, including:
- A range of targeted visits during the lifespan of a tenancy.
  - Regular tenancy audits to ensure properties are being maintained and to update our tenant profile.
  - A housing support service, covering a range of advice and assistance and sign posting to external services where appropriate.
  - Developing constructive partnerships with agencies that can assist with the provision of, support and services to tenants.
  - Update a regularly review web pages so that information and advice is clear, concise and easily accessible.
  - Using our powers to tackle anti-social behaviour
  - Provide training for our staff that equips them with knowledge and skills to support tenants.
  - Supporting vulnerable tenants by making reasonable adjustments to the service we provide to ensure they have equal access.

## 6.5 Succession

6.5.1 When a secure (lifetime) tenant dies, only one statutory succession is permitted. No further succession is allowed, including where the tenancy has previously been assigned (see section 6.6).

6.5.2 Only one statutory succession is allowed by law. If the deceased tenant had already succeeded to the tenancy, further succession will not be permitted.

### Tenancies that began before 1 April 2012

6.5.3 Under Section 86A of the Housing Act 1985, the following family members may succeed, provided they lived with the tenant for at least 12 months before their death:

- Spouse or civil partner.
- Cohabiting partner
- Parent of grandparent
- Child, stepchild, adopted child, or grandchild.
- Sibling
- Uncle / aunt
- Nephew / Niece

6.5.4 Where the successor is under 18, a trustee must be appointed to hold the tenancy in trust until they reach adulthood.

### Tenancies that began on or after 1 April 2012

6.5.5 Under Section 86A of the Housing Act 1985 (as amended by Section 162 of the Localism Act 2011), statutory succession is limited to the following individuals:

- Spouse
- Civil partner
- Cohabiting partner

Other family members have no statutory right to succeed to a tenancy.

### Eligibility

6.5.6 To succeed a tenancy we will also verify:

- The date the tenancy started.
- If the individual is one of the eligible persons to succeed to the tenancy.
- Whether the individual was occupying the property as their only or principal home at the time of death and have resided with the deceased for 12 months before their death.

6.5.7 We will require proof that the individual can succeed to the tenancy. This includes, but is not limited to, the following documents:

- Marriage or civil partnership certificate
- Utility bills or council tax statements
- Proof of residence for the required period
- Death certificate of the tenant

6.5.8 Succession will not be granted if the applicant cannot prove their relationship or residence, or if the tenancy has already been succeeded once (which includes assignment).

#### Type of tenancy granted.

6.5.9 A successor will generally be granted the same tenancy type as that held by the deceased tenant. The tenancy will continue until the end of the relevant period (if applicable) unless it is brought to an end earlier by the successor, the Council or through another lawful means.

#### Under-occupation

6.5.10 Where a property is under-occupied following succession, the Council will require the successor to move to more suitably sized accommodation in order to make best use of its housing stock. In such cases, we will work with the successor and offer suitable alternative accommodation that meets the needs of their household.

#### Taking possession where no succession is possible.

6.5.11 If no eligible individual qualifies to succeed, the Council will serve a Notice to Quit to end the tenancy. The property will then be recovered in accordance with legal requirements. Remaining occupants who are not entitled to succeed have no legal right to remain and must vacate the property. The Council will provide appropriate housing advice and signpost alternative accommodation options where applicable.

#### Council discretion for post-2012 cases

6.5.12 The Localism Act 2011 limits statutory succession rights for post-2012 tenancies to a spouse, civil partner or qualifying partner. Where no statutory right of succession exists, the Council may exercise its discretion to grant an introductory tenancy, taking account of the individual circumstances of the case. The exercise of this discretion does not create an entitlement to a tenancy, and each application will be considered on a case-by-case basis.

#### Persons under the age of 18

6.5.13 A person under the age of 18 years cannot hold a legal tenancy. In cases of minors succeeding to a tenancy, the Council will require a trustee to be agreed to hold the tenancy in trust for them until their 18<sup>th</sup> birthday.

## 6.6 Assignment

6.6.1 Assignment is the legal process by which a tenant transfers their tenancy to another eligible person. This may be permitted in limited circumstances. Unless there is a court order, tenants must obtain our written permission and must not proceed until our written consent is granted.

6.6.2 Assignment may be permitted:

- Through succession (see section 6.4)
- As part of a mutual exchange with another social housing tenant.

- Following a court order

#### 6.6.3 Assignment is not permitted in the following cases:

- Introductory tenancies are not eligible for assignment except by court order and succession.
- As a method of succession beyond what is allowed by statute.
- Assignments to individuals who do not meet the eligibility criteria or housing needs.

#### 6.6.4 Tenancy assignments use up the right of succession, and a tenancy can only be succeeded once, someone who has granted their tenancy as a succession cannot carry out an assignment.

## 6.7 Mutual exchange

#### 6.7.1 A mutual exchange takes place when two or more secure and assured tenants of social landlords swap their homes, and all parties take an assignment of the existing tenancies. Eligibility to carry out a mutual exchange is determined and governed by Section 92 and Schedule 3 of the Housing Act 1985.

#### 6.7.2 Council tenants wanting to mutually exchange must have our written permission.

#### 6.7.3 To qualify for a mutual exchange, both tenants must:

- Hold a secure or assured tenancy of a social landlord (introductory tenants are not eligible)
- Have no ongoing rent arrears or breaches of their tenancy.
- Have obtained written consent to mutually exchange with another tenant.

#### 6.7.4 Mutual exchanges may be approved if:

- The incoming tenant meets the housing needs criteria for the property.
- The exchange does not result in overcrowding or under-occupation beyond acceptable thresholds.
- There are no legal proceedings in progress against either party.

#### 6.7.5 A local authority can refuse the mutual exchange on the grounds set out in Schedule 3 of the Housing Act 1985. When rent has not been paid by the tenant or an obligation of the tenancy has been broken or not performed, a local authority can give consent subject to a condition requiring the tenant to pay the outstanding rent and/or to remedy the tenancy breach or perform the obligation (s.92(5) of the Housing Act 1985).

We may also refuse to allow a mutual exchange to take place if:

- The property has been adapted significantly to make it suitable for occupation by a physically disabled person and if the exchange were to take place those adaptations would no longer be required.
- The property is sheltered or supported accommodation.

These lists are not exhaustive and all circumstances relevant to the case will be considered.

6.7.6 Tenants eligible for a mutual exchange will be informed of the Council's decision no later than 42 days after the date of the tenant's application. During that time, we will have:

- Undertaken an inspection of the condition of the property and carried out the necessary safety checks.
- Provided a reference for our tenant to their new landlord.
- Received a reference for the incoming tenant.

6.7.7 Tenants will be made aware of the implications to their tenancy, such as:

- Any changes to their tenancy (i.e., loss of Right to Buy)
- Any change in rent levels between social rent and affordable rent
- Rights and responsibilities under the new Tenancy Agreement (if granted)

## Tenant incentive scheme

6.7.8 To encourage Dover District Council tenants who are under-occupying family homes to move to smaller non-family housing, or if a tenant is occupying fully adapted, wheelchair accessible accommodation and no longer requires the use of these facilities, the Council operates an incentive scheme. To assist with removal costs and other expenses, an initial grant of £500 is paid upfront as soon as the tenancy to the new address has been signed. The balance of £500 plus a payment of £1000 per room given up is paid following the move.

6.7.9 This grant will only be payable to tenants who are occupying fully adapted homes or who are over the age of 55, and where the move is as a result of a successful bid to alternative Council or Housing Association property through the choice-based lettings scheme.

6.7.10 Any debt owed to Dover Council will be recovered from this grant.

## 6.8 Tenancy fraud

6.8.1 The Council recognises that tenancy fraud is not a victimless offence. It undermines the fair allocation of social housing, creates financial loss, and reduces the number of homes available to those in genuine housing need. As a result, eligible households may face longer waiting times for accommodation and extended stays in temporary housing. Preventing and detecting tenancy fraud is therefore essential to protecting public resources and ensuring that social housing is available to those who are entitled to it.

6.8.2 We are committed to preventing, detecting and addressing tenancy fraud, a criminal offence under the Fraud Act 2006 and the Prevention of Social Housing Fraud Act 2013. Tenants found to have committed tenancy fraud will be investigated, which can lead to prosecution and the loss of their tenancy and home. Examples of tenancy fraud include, but are not limited to:

### Under the Fraud Act 2006

- Providing false or incomplete information when applying to join the Council's Housing Waiting List.
- Providing misleading or false information in a Right to Buy application.

#### **Under the Prevention of Social Housing Fraud Act 2013**

- Unlawfully subletting or renting the property to another person without our knowledge or permission.
- Carrying out a mutual exchange without our knowledge or permission.
- Selling the keys to the property.
- Falsely claiming that a property is their principal home while living at another address and visiting infrequently or not at all.

6.8.3 We have several measures in place to help us detect and prevent tenancy fraud, including:

- Verifying applicant details and information at the point of registration.
- Cross-checking information against other internal records.
- Conducting random checks to verify the identities of occupants.
- Carrying out tenancy reviews throughout the duration of the tenancy.
- Performing unannounced tenancy visits when access has been consistently denied.
- Requiring photographic and right to work records for all new tenants and verifying identities at viewings and sign-ups.
- Encouraging tenants to report suspected tenancy fraud through accessible online reporting tools, ensuring confidentiality: [Report Tenancy Fraud \(dover.gov.uk\)](https://www.dover.gov.uk/report-tenancy-fraud).
- Participating in national and regional anti-fraud initiatives.
- Publicising successful criminal or civil actions to deter further tenancy fraud.

6.8.4 We will thoroughly investigate all reports of tenancy fraud. If there is strong evidence suggesting that fraud may be taking place, we will refer the case to the qualified fraud team to initiate an investigation. This process may involve:

- Comprehensive background checks (including credit referencing and address verification).
- Requesting information from third parties to investigate suspected fraud.
- Conducting additional property visits to assess circumstances.
- Holding interviews, conducted under caution where appropriate.
- Surveillance.

6.8.5 The Council has the power to prosecute for offences under the Prevention of Social Housing Fraud Act 2013. Where appropriate, we may pursue legal action to seek repossession of the property, criminal prosecution, and recovery of any profits gained through fraudulent activity. At our discretion, we may choose not to proceed with criminal prosecution if the keys to the property are returned and vacant possession is surrendered.

6.8.6 Tenants who are convicted for tenancy fraud will lose their secure tenancy status permanently and may be denied future access to DDC social housing. This also includes disqualification from the Housing Register.

## 6.9 Mobility aids and electric vehicles

- 6.9.1 Tenants must obtain our written permission before storing or charging mobility aids, including mobility scooters and e-scooters, either in their home or in designated shared areas, both internal and external.
- 6.9.2 Tenants are not permitted to charge electric vehicles (EVs) using the home's electrical mains. Instead, EVs must be charged at publicly available designated charging points. Written permission from the Council is required if the tenant wants to install an EV charging point at their home.

## 6.10 Maintenance of shared areas

- 6.10.1 We will take reasonable steps to maintain the condition of shared areas, both internal and external, in our neighbourhoods. Any repairs and maintenance required are likely to be carried out by our designated repairs contractor.
- 6.10.2 We are committed to the following standards:
- Facilities (e.g., storage sheds, bike sheds) will be conveniently located, subject to regular inspections, and kept in a clean, well-maintained, adequately service and well-lit condition.
  - Repairs to door entry systems, lighting and fencing (where we hold responsibility) will be completed within specified timescales.
  - Shared areas across our neighbourhoods will be maintained to promote cleanliness and safety for all residents.
  - Play area equipment we are responsible for, will undergo routine inspection, appropriate maintenance, and will be kept in a safe condition for use.

## 6.11 Right of access

- 6.11.1 The Council has a legal responsibility to access tenants' homes when required to carry out essential safety checks, inspections, repair and tenancy related visits. Most tenants fully cooperate with us and provide our staff, operatives and contractors access to their homes when requested, and we rely on this cooperation to keep homes safe, decent and compliant.
- 6.11.2 Tenants must allow reasonable access in line with their tenancy agreement. This includes attending agreed appointments, notifying us if an appointment needs to be rearranged, and ensuring that a responsible adult is present to provide entry. Failure to provide access, such as repeated missed appointments or refusal to engage with us, may be recorded as 'no access' and could lead to legal action.
- 6.11.3 We will give at least 24 hours' notice for non-emergency visits and will explain why access is required and how the tenant can rearrange the appointment if needed. We will make reasonable adjustments for tenants with vulnerabilities wherever possible, while still ensuring we meet our legal and safety obligations.

- 6.11.4 In emergencies, such as fire, flood or gas leaks, we may need to enter the home immediately through forced entry and without notice. Our Housing Access Policy notes that emergencies include situations posing an immediate or significant threat to health, safety or property.
- 6.11.5 Any damage caused by forced entry will be repaired accordingly. However, where the issue results from the tenant's carelessness or negligence, the Council will recharge the full cost of repairs, contractor attendance or any associated works.

## 6.12 Rents and debt management

- 6.12.1 The Council charges social rent (also referred to as 'formula rent') and affordable rent (rent charged at 80% of the market value of the property and is inclusive of a service charge) on its tenancies. Rents and services charges are set annually, and in accordance with the Rent Standard, and national rent policies. Our [HRA Rent Setting Policy](#) sets out our approach to calculating rents and service charges.
- 6.12.2 Tenants are responsible for paying rent and any applicable service charges in full and on time, as outlined in their Tenancy Agreement. We are committed to supporting tenants in maintaining their tenancies and preventing rent arrears through early intervention and clear communication.
- 6.12.3 Rent payment expectations are:
- Rent is due every week from the date of the beginning of the Tenancy Agreement and must be paid every Monday in advance. If you prefer to pay fortnightly or monthly, you must still make sure that you pay your rent in advance.
  - Tenants must ensure payments are made regularly via approved methods (e.g., direct debit, standing order, or at designated payment points)
- 6.12.4 We will contact tenants promptly if payments are missed to offer advice and support. Tenants experiencing financial difficulties are encouraged to engage with our Income Team and may be referred to welfare support services or independent debt advice agencies.
- 6.12.5 Where arrears persist, we will take proportionate recovery action, which may include:
- Formal repayment agreements
  - Legal action, including possession proceedings.
  - Deduction from benefits (where applicable)
- 6.12.6 Debts from previous tenancies will be pursued and recorded. Outstanding debts may affect eligibility for future social housing offers.
- 6.12.7 Where there are arrears or debts owed to us, we will act in accordance with our HRA Income and Debt Management Policy.

## 6.13 Temporary moves

6.13.1 Temporary moves, also known as ‘decanting’, occur when tenants and their households relocate while essential work is carried out on their home. Types of temporary moves include:

- **Urgent move** – required when an unexpected event renders a property uninhabitable, necessitating urgent arrangements for alternative accommodation. Options may include another Council property, a hotel, or bed and breakfast accommodation.
- **Non-urgent move** – Necessary when major repairs cause severe disruption, prevent tenants from remaining in their home, or pose a health and safety concern. Alternative accommodation options are like those for an emergency move.
- **Permanent move** – Applicable when a property is scheduled for demolition as part of a redevelopment or is deemed unsafe for continued occupancy. Tenants who are permanently relocated may be eligible for a Statutory Home Loss Payment, with amounts set by law in the Land Compensation Act 1973 and the relevant Home Loss Payment (Prescribed Amounts) (England) Regulations 2023 (SI 2023/803).

6.13.2 Tenants will be granted a license agreement for the duration of the temporary move. Once the work is complete, they will receive notice to end their license agreement and return to their permanent Council home. Tenants remain responsible for rent payments and must continue to comply with their Tenancy Agreement throughout the process.

6.13.3 We will make every effort to find a suitable property that meets the needs of the tenant(s) and their household. While the accommodation may not be an exact match to the current home, we will take accessibility, the number of bedrooms, and location into careful consideration.

6.13.4 The Council reserves the right to offer a permanent move, but this would be based on individual circumstances and in cases where the household is unable to move back to the property, this will be considered a management move. Tenants might be entitled to a Home Loss Payment if they are unable to move back to the for reasons listed within the Land Compensation Act 1973.

## 6.14 Overcrowding and under-occupation

6.14.1 We have a general duty to enforce overcrowding provisions, ensuring that none of its properties meet statutory overcrowding criteria. There are 2 statutory definitions of overcrowding:

- **The room standard** – this is based on the number and sex of individuals required to share a single room.
- **The space standard** – this is based on the maximum number of occupants who can sleep in a dwelling of a particular size.

A home is considered statutorily overcrowded when the number of persons sleeping in the dwelling is such as to contravene the room standard or the space standard.

- 6.14.2 We may seek possession of a property occupied by a tenant under ground 9 (Schedule 2 of the Housing Act 1985) if the property is statutorily overcrowded.
- 6.14.3 We recognise that, due to changing family circumstances, accommodation may become too large or small for a household's needs. When such situations arise, we will support tenants who wish to be rehoused by helping them find the most suitable housing option available through the Council's housing allocation scheme. Also see para 6.7.2 for information regarding the tenant incentive scheme where homes are under occupied.
- 6.14.4 We will also inform prospective tenants of the potential impact on their benefits if they under occupy according to the statutory definition.

## 6.15 Subletting and lodgers

- 6.15.1 Introductory tenants cannot take in lodgers or sublet any part of their home. However, under Section 93 of the Housing Act 1985, secure tenants may allow any person to reside as lodgers in the home, but cannot, without our written permission, sublet or part with possession of part of the home.
- 6.15.2 Only part of a secure tenant's home can be sublet, not the entire home. If the whole home is sublet, then the tenancy ceases to be a Secure Tenancy, and we will seek to repossess the property. We will never give consent for a whole home to be sublet.
- 6.15.3 Where our permission is given, the tenant(s) must abide by the terms and conditions of that permission and their tenancy agreement. In reaching a decision on whether to grant consent to sublet part of the Home, the Council will not unreasonably withhold its consent. However, under our legal duty (s94 of 1985 Act), we will not give our consent if subletting will cause overcrowding.
- 6.15.4 The tenant remains responsible for the conduct and behaviours of any lodgers or sub-tenants. We reserve the right to withdraw our permission and will take enforcement action against the tenant(s) for breach of tenancy caused by a lodger or sub-tenant, and the tenant(s) will be liable for any legal cost incurred.

## 6.16 Unauthorised occupants and squatters

- 6.16.1 We take the presence of unauthorised occupants and squatters seriously, as it undermines housing allocations processes, impacts on our availability of homes and poses potential safety and legal risks. Unauthorised occupation includes any individual residing in the property without our formal consent or legal entitlement and includes squatting.
- 6.16.2 Occupants without legal entitlement or our permission to live in the property are subject to eviction proceedings under relevant housing legislation. Where we identify that the occupants are squatting, we will seek to recover possession of the property. Each case will be assessed on individual circumstances to ensure fair and proportionate action.

- 6.16.3 Where a person occupies a council property without a legal tenancy, the Council may apply use and occupation charges for the relevant period.
- 6.16.4 If the occupants have housing needs, we can put them in touch with our housing options team, who can provide housing advice, or signpost them to external support services.

## 6.17 Crime and anti-social behaviour (ASB)

- 6.17.1 We are committed to using the full range of tools and powers available to us and working with partner agencies wherever possible to address all forms of anti-social behaviour (ASB) that affect our residents and communities in a robust yet proportionate manner.
- 6.17.2 ASB complaints will be handled in accordance with our Anti-Social Behaviour Policy and relevant procedures, ensuring that risk, vulnerability and impact to complainants and the community are carefully considered.

### Vandalism and graffiti

- 6.17.3 Vandalism refers to the intentional or reckless damage or destruction of public or private property. It is an illegal, anti-social act that can negatively impact communities and pose risks to public safety. Graffiti, a common form of vandalism, involves painting or writing on, or the soiling, marking or other defacing of, any property by whatever means.
- 6.17.4 We take both acts seriously and can take enforcement action against the perpetrator(s) or as appropriate, refer such offences to the Police and support a Police investigation. Tenants can report acts and incidents of vandalism and graffiti via our website.

### Environmental crime

- 6.17.5 We are committed to maintaining clean and safe neighbourhoods and take a proportionate and robust approach to tackling environmental crime. Tenants are encouraged to report incidents to the Council online. Environmental crimes include:
- Littering (including littering from vehicles)
  - Dog fouling
  - Fly-tipping (illegal dumping of waste)
- 6.17.6 To combat environmental crime across the neighbourhoods we manage, we collaborate with the Environmental Crime team and other agencies, including the Police. We investigate the root causes of such offences and take necessary action, including legal measures against offenders.

## 6.18 Household waste and recycling

- 6.18.1 Tenants, household members and visitors are responsible for:

- Putting household waste and recycling out correctly using the Council's approved containers and following the Council's waste and recycling collection rules [Waste and recycling - Dover District Council](#).
  - Reporting a missed collection within 24 hours of the collection day. If the missed collection is not reported within 24 hours the collection contractors do not have to return.
  - Any waste presented outside of the Council's approved refuse containers will not be collected.
  - Disposing of household waste (e.g., furniture, DIY waste, electricals) appropriately. They must not be placed in the Council provided waste or recycling bins. The Council offers a chargeable bulky waste collection service, or the items can be taken to your local household waste recycling centre (tip).
  - The cost of replacing damaged, lost or stolen containers. If a container is damaged or lost as a result of collection operations it must be reported within 24 hours of the collection day.
  - Not leaving or disposing of waste (including household waste, rubbish, or recycling) in shared areas, their garden, or anywhere else in the neighbourhood.
  - For flats or maisonettes: use the bins provided in the designated bin area and do not leave rubbish anywhere else in shared internal or external areas.
  - Correctly sorting their dry mixed recycling, paper/card and food waste into the correct containers as required by the Council [Recycling collection - Dover District Council](#). The waste collection contractors will not empty incorrect recycling content into the collection vehicle. Any contamination will have to be removed before the bin can be emptied, if you live in a block of flats and the communal bins are contaminated, report this directly to the Housing team.
- 6.18.2 Tenants may be recharged for any costs the Council incurs clearing waste that you failed to dispose of properly.
- 6.18.3 The Council is responsible for:
- Collecting normal refuse and recycling once every fortnight, between 7am and 4pm, on alternate weeks.
  - Collecting food waste every week (but in a separate vehicle so it might be collected at a different time).
  - Managing missed bin collections and waste related issues.
  - Assisted waste collections where this has been arranged. Tenants can apply for an assisted waste collection where nobody at the property is able to take the bins to the normal collection point (e.g. due to a disability).
  - Collecting garden waste for those who pay an annual subscription.
  - Collecting clinical waste at the request of a district nurse, health visitor or doctor.

## 6.19 Domestic abuse

- 6.19.1 We take incidents of domestic abuse seriously and will ensure that those affected are provided with the appropriate information, signposting and housing options. Our Domestic Abuse Policy (Housing) sets out our approach to recognising and responding to domestic abuse.

- 6.19.2 The housing options available to tenants include rehousing (inside or outside the district, retaining their secure tenancy) or securing their current home.
- 6.19.3 Local housing authorities also may not apply a local connection test to domestic abuse victims who are moving for reasons connected to that abuse, including from accommodation initially occupied as a result of that abuse on a temporary basis.
- 6.19.4 We may take appropriate enforcement action against tenants responsible for acts considered to be domestic abuse. Perpetrating domestic abuse constitutes a breach of the tenancy agreement. We will consult with specialist agencies such as Respect and social services, before taking punitive action against the perpetrator to minimise any additional risk to the victim(s) and survivor(s), which includes children. We will work with the victim/survivor being led by their wishes and ensuring safety.

## 6.20 Unacceptable behaviour

- 6.20.1 Tenants, household members and visitors must not harass, intimidate, abuse or cause a nuisance, annoyance or disturbance to neighbours, residents, visitors to the area, Council staff, contractor operatives or agents acting on our behalf, or any other person living in, visiting or engaging in a lawful activity in the property, neighbourhood and shared areas (internal and external).
- 6.20.2 We will take action to manage and mitigate unacceptable behaviour, which can include restricted or limited contact with us, and adjustments to protect the safety and wellbeing of our staff, contractor operatives and agents. Failure to abide by the tenancy agreement can result in enforcement action being taken against the tenant(s), household members, and visitors and ultimately can result in the loss of a tenancy if taken to court. Our Managing Unacceptable Behaviour Policy sets out in detail how we will manage and deal with such cases.

## 6.21 Pets and animals

- 6.21.1 Tenants must have our written permission to keep a pet or animal in their home. The permission is specific to the individual pet or animal and will automatically expire if the pet sadly dies or is permanently removed from the property. Tenants must submit a new request for written approval before introducing any additional or replacement pets or animals into the home.
- 6.21.2 Tenants must not keep or bring the following pets or animals into their home:
- Any dog under the Dangerous Dogs Act 1991 (unless they are exempt)
  - Any animal under the Dangerous Wild Animals Act 1976
  - Any dangerous animal
  - Any animal which causes a health and safety risk in the area
  - Any animal which is not bred to be a domestic pet
  - Cockerels

6.21.3 Requests for written permission to keep a pet or animal in your home will be considered on a case-by-case basis and will not be unreasonably refused. If your request is refused, we will provide you with the reasons for the refusal. When assessing a request, we will consider the following factors:

- Animal welfare.
- The type, breed and size of the animal
- The type and size of the home
- The number of people living in the home.
- The number and type of pets already present.
- Proximity and access to roads, green spaces and outdoor areas
- Whether your home is a sheltered housing scheme
- Any relevant licensing requirements or regulatory obligations
- Any prior history of anti-social behaviour, unacceptable behaviour, rent arrears or any other tenancy breaches.

6.21.4 Tenants must comply with the terms and conditions of the permission, and the provisions of their tenancy agreement. Separate permission may be required for any structure used to house a pet or animal, including but not limited to kennels, hutches, cages, fish tanks, and cat or dog flaps.

6.21.5 We will investigate complaints related to anti-social behaviour, nuisance and annoyance caused by pets in accordance with our Anti-Social Behaviour Policy.

6.21.6 Our permission is not indefinite and may be revoked if:

- The pet or animal causes a nuisance, annoyance or poses a danger.
- The tenant(s) fails to properly control or care for the pet or animal.
- The tenant fails to abide by the terms and conditions of the permission, and/or the clauses within the Tenancy Agreement

6.21.7 We can ask tenants to remove any pet or animal kept without our permission or any pet or animal deemed unsuitable or causing a nuisance, annoyance, or danger. Tenants will have 28 days to find a new home for the pet or animal. However, if we have health and safety concerns, we can ask the tenant(s) to remove the pet or animal immediately. We may decide to involve other agencies such as the RSPCA and the Police. If the tenant(s) refuses, we will consider legal action.

6.21.8 Registered guide dogs and other assistance dogs must be registered with an accredited member organisation such as the [Assistance Dogs International](#) (ADI) or the [International Guide Dog Federation](#) (IGDF), or any other organisation where the dog can be registered. Tenants do not need to request permission for assistance dogs however tenants must inform us and provide proof of registration.

6.21.9 Emotional support animals do not have the same legal protections as registered guide dogs or assistance dogs. Tenants wishing to keep an emotional support animal must apply for permission, and their request will be evaluated like any other application.

6.21.10 If we have grounds to believe that a pet or animal at the property is subject to neglect, mistreatment or is a danger to others, we may consult with the RSPCA or another

appropriate welfare authority, and/or the Police. This will be done in good faith and with the intention of ensuring the animal's safety and wellbeing, as well as the public's.

- 6.21.11 Tenants must ensure that any pet or animal kept at the home does not prevent an employee, contractor, or any other lawful visitor from gaining access to the home, and that all animals are kept under control to allow such access. If requested, tenants must remove the animal from the work area to a secure room or outside the property, for example in the garden.
- 6.21.12 Tenants must not leave any pet or animal in the home without proper arrangements for its care or welfare when they are away from the home, and they must not leave any animal in the home when they move out of the property.
- 6.21.13 Tenants must not breed pets or animals for commercial purposes within their home or on Council-owned land.

## 6.22 Gardens

### Tenant gardens

- 6.22.1 Tenants are responsible for keeping their garden in a good, tidy and safe condition and free from household waste, rubbish and weeds and for abiding by the clauses within the Tenancy Agreement.
- 6.22.2 If the tenant(s) is unable to maintain their garden, they must notify us as soon as is practicable, so we can:
- Assess the risk of property or boundary damage.
  - Sign-post tenants to external maintenance or landscapers who can assist them.
  - Identify whether the tenant has any disabilities or vulnerabilities that prevents them from maintaining the garden to the standard as set out in the Tenancy Agreement, and where appropriate, make referrals to support agencies.
- 6.22.3 If a tenant cannot maintain their garden, we can ask them to move to a property without a garden. If the tenant fails or refuses to maintain their garden, we can ask the court to end the tenancy and recharge the tenant the cost of clearing the garden.
- 6.22.4 Tenants must obtain our written permission if they want to plant or remove any tree, hedge, fence or wall.
- 6.22.5 Tenants are responsible for the upkeep of trees within their garden, including maintaining them, preventing and reporting any damage done to buildings. We will assist tenants who want to move because they are unable to look after their garden.
- 6.22.6 We will tell tenants if a tree has a Tree Preservation Order (TPO). A TPO is a legal protection placed on specified trees by the Council. This means that tenants:
- Must not cut down, prune, damage or remove any tree with a TPO, even if it's in their garden, without written permission from our Planning department.

- Must contact their housing officer if they believe a tree needs attention (e.g., it's diseased or causing damage, or is a health & safety concern), and we can arrange for a qualified inspection and any necessary work.

Unauthorised work on or damage to protected trees can lead to fines or legal action taken by our Planning department, which the tenant may ultimately be responsible for.

6.22.7 Similar rules also apply to trees in Conservation Areas; we will inform tenants if their property is in a Conservation Area. Tenants must contact the Council before commencing any tree works and make a section 211 application. Information on works to trees with a TPO or in a conservation area can be found on our website.

### Communal gardens

6.22.7 We will endeavour to make sure that our communal gardens and areas within our neighbourhoods are maintained to a safe, clean and accessible standard. You must not alter any communal gardens unless you have our written permission.

6.22.8 We manage trees in our neighbourhoods through inspections, adhering to sector best practices and all relevant legislation. We endeavour to maintain the trees we are responsible for in a safe and healthy condition, ensuring they do not pose an unreasonable risk to residents and property. We advise tenants to report any concerns they have about trees in communal areas at the earliest opportunity.

6.22.9 Tree management will be limited to essential works only. The nature of these works will be determined by the tree's location species and overall condition.

## 6.23 Parking and abandoned vehicles

6.23.1 Tenants must park their vehicles in accordance with the clauses within their Tenancy Agreement.

6.23.2 We provide designated car parking facilities in some of our neighbourhoods for the exclusive use of tenants, household members, and visitors. Occasionally Council staff may access these parking areas while carrying out their duties.

6.23.3 The Council does not typically intervene in civil parking disputes. However, tenants, must adhere to the Tenancy Agreement and park considerately, ensuring they do not cause nuisance, obstruction or inconvenience to others. Parking must not impede individuals, services, or statutory agencies conducting lawful business in the neighbourhood, nor should it result in damage to any property, paths or roads.

6.23.4 The Council only has authority to remove abandoned vehicles from the public highway or Council-owned land. When a vehicle is reported to the Council, an inspection will be carried out to determine whether we consider the vehicle to be abandoned or not. If the vehicle is untaxed, we will refer it to the DVLA so that they can take enforcement action to remove it.

6.23.5 If a vehicle is deemed to be abandoned a 7-day or 15-day removal notice will be applied to it depending on the circumstances. However, if the vehicle has been burnt out, the notice period will be reduced to 24 hours. If the vehicle remains unclaimed or

unmoved after the notice expires, we will arrange to have it removed. Once removed, the vehicle will fall under the jurisdiction of Kent County Council, which will determine whether any further action is required.

6.23.6 The Council also has the power to remove any property on our land including vehicles under section 41 of the Local Government Miscellaneous Provisions Act 1982. We can serve a notice on the vehicle and if it is not removed, the vehicle becomes our property to dispose of or sell after a set notice period has expired.

6.23.7 If a vehicle is causing danger or an obstruction it will be referred to the Police who have the legal power to remove it.

## 6.24 Supporting vulnerable tenants

6.24.1 We recognise that some tenants may be vulnerable due to age, disability, mental or physical health conditions, or other personal circumstances. Supporting vulnerable tenants is a key part of our tenancy management approach, ensuring that all individuals can sustain their tenancy, access our services, and live safely and independently. We can:

- Identify and assess vulnerability at the point of tenancy allocation and throughout the tenancy.
- Work in partnership with social services, health professionals and support agencies to coordinate appropriate interventions.
- Offer support, including referrals or signposting to specialist service, tenancy sustainment assistance, and reasonable adjustments where required.
- Ensure safeguarding concerns are address promptly and in line with statutory guidance.

6.24.2 Our dedicated Vulnerable Tenants Policy outlines how we identify and support vulnerable tenants.

6.24.3 We will also comply with our safeguarding responsibilities and work with partner agencies where there are concerns regarding the welfare of children or adults at risk.

## 6.25 Disabled adaptations

6.25.1 Tenants or household members with disabilities may require adaptations to their home. We operate a service that offers suitable, practical, cost-effective and long-term solutions that best meet residents assessed needs.

6.25.2 Our Disabled Adaptations Policy outlines how tenants can request an adaptation to their property, our responsibilities, the range of eligible works and expected timescales.

## 6.26 CCTV and surveillance equipment

6.26.1 We operate CCTV in some of our neighbourhoods to monitor and reduce anti-social behaviour and criminal activity, ensuring the safety of residents and communities.

Where CCTV is in use, clear signage will be displayed, and measures will be taken to safeguard residents' privacy.

- 6.26.2 Tenants must have our written permission to install CCTV or other surveillance equipment if it alters the property. Tenants are responsible for ensuring they are not breaking the law and if they are convicted of an offence in relation to CCTV, may be considered as part of any tenancy enforcement action.

## 6.27 Right to Buy

- 6.27.1 Only Secure and Secure Flexible tenants have the Right to Buy their home, provided they meet the eligibility and qualifying criteria. Eligibility is determined by Government legislation in operation at the time. More information about the Right to Buy can be found in the Tenant's Handbook and our website.

## 6.28 Tenant insight and engagement

- 6.28.1 We are committed to engaging and involving tenants on matters around tenancy and neighbourhood management. The Council's Tenant Engagement Strategy outlines how we engage and involve tenants and how their opinions and concerns of our services are acknowledged and addressed. In general, our approach to engaging with tenants on tenancy and neighbourhood management matters includes:

- Working with tenants and the Dover District Tenants Consultative Group (DDTCG) to define standards, support the monitoring and management of contractor performance, and drive future neighbourhoods through regular neighbourhood inspections.
- Involving and seeking tenant opinions of planned works to communal areas of neighbourhoods intended to enhance the community and local areas.
- Conducting an annual tenant survey, to assess perceptions of our services and satisfaction levels. The results are reported to senior management, used to improve our strategies, policies, procedures and services, and submitted to the Regulator of Social Housing.
- Utilising transactional surveys to evaluate tenant experience with specific interactions and apply the feedback to improve our services.

## 7. Our approach to interventions and enforcement

### 7.1 Types of enforcement action

- 7.1.1 After considering all relevant information, we can take one or more of the following courses of action:

| Type of action | Description |
|----------------|-------------|
|----------------|-------------|

|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| No action                              | Where no problems are witnessed and there is insufficient evidence to proceed with enforcement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Informal action                        | <p>Includes:</p> <ul style="list-style-type: none"> <li>• Verbal advice. To be given where the offender shows an understanding and willingness to remedy contraventions of a minor nature.</li> <li>• Written advice. To be used where there is no imminent risk to health and we believe the offender will co-operate in remedying the offence. Written advice may also be given where it is felt necessary for the offender to consider their liabilities under law.</li> <li>• Mediation may be used to address neighbour disputes or early anti-social behaviour issues.</li> </ul> <p>Informal action is appropriate where:</p> <ul style="list-style-type: none"> <li>• The act of omission is of a trivial nature, and it can be simply remedied.</li> <li>• Confidence in the individual / business management is high.</li> <li>• Consequences of non-compliance will not pose a significant risk to health.</li> <li>• There is insufficient evidence for formal action at the time (although formal action may follow at a later date).</li> </ul> |
| Injunction                             | On rare occasions action under the relevant legislation may be considered ineffective (e.g., where previous prosecution has not resulted in improvement or continued wilful breaches of legislation). We will discuss any cases where we feel an injunction is warranted with our legal team.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Proceedings for possession of property | Where there are statutory grounds for possession, including but not limited to tenancy breaches and serious anti-social behaviour, we may take possession action in accordance with the relevant housing legislation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

## 8. Implementation, monitoring and review

- 8.1 This Policy will be reviewed every 3 years from the date it is adopted, or earlier if required due to changes in legislation, regulation or emerging best practice. Regular reviews ensure the Policy remains compliant, relevant and effective.
- 8.2 Significant changes to the Policy will be subject to approval by the Council's Cabinet. Minor updates, such as clarifications or procedural adjustments, may be made and approved by designated Officers.

## 9. Complaints

- 9.1 The Council's definition of a complaint is:

*“An expression of dissatisfaction, however made, about the standards of service, actions or lack of action by the landlord (‘the Council’), its own staff, or those acting on its behalf, affecting a resident or a group of residents.”*

- 9.2 The Council takes complaints made about any service it provides, officers who work for the Council or contractors who provide our services, seriously. If a resident wishes to make a complaint about the service, they have received or a Council officer they can be made:
- Using the online complaint form
  - In writing (letter or email)
  - Using the Council's Complaint Leaflets (these are available at the Whitfield reception, or they can be posted to the resident)
  - Via the telephone
  - In person to officers of the Council or at the Council Offices by appointment
- 9.3 All complaints received will be dealt with in accordance with the Council's Complaints Policy and Procedure. More information about how to make a complaint can be found on our website: [If you are unhappy \(dover.gov.uk\)](https://www.dover.gov.uk/if-you-are-unhappy).

## 10. Equality, diversity and inclusion

- 10.1 The Council is committed to promoting equality of opportunity and to eliminating unlawful discrimination on grounds of race, age, disability, gender, sexual orientation, religion or belief, financial status and any other factors that could result in discrimination or unfair treatment. Our commitment aligns with the principles set out in the Equality Act 2010. Please see our Equality Policy for more details.
- 10.2 An Equality Impact Assessment (EIA) was conducted for this Policy in line with our Public Sector Equality Duty (PSED) under s149 of the Equality Act 2010. Mitigations have been identified to address where there are potential negative impacts to individuals with protected characteristics resulting in the implementation of this Policy.

## 11. Data privacy and confidentiality

- 11.1 We are committed to protecting the personal data of our tenants in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Personal information will be processed lawfully, fairly and transparently in accordance with our Data Protection Policy.
- 11.2 We collect and use personal data only where necessary, and for legitimate purposes relating to tenancy and neighbourhood management. These purposes include, but are not limited to:
- Managing tenancy agreements
  - Delivering housing and neighbourhood services
  - Assessing eligibility for housing-related support
  - Investigating complaints or breaches of tenancy
  - Ensuring safety and wellbeing of tenants and the wider community

11.3 Personal data will only be shared with relevant internal teams and external organisations where necessary and proportionate where there is a lawful basis to do so. This may include sharing to carry out our public tasks, for safeguarding purposes, legal obligations, fraud prevention, or the delivery of services. Appropriate data sharing agreements and safeguards will be in place where required.

11.4 We will ensure that personal data is accurate, kept up to date, and retained only for as long as necessary. Appropriate technical and organisational measures will be in place to protect personal data.

11.5 Tenants have rights under data protection legislation, including the right to request access to their personal data, request rectification of inaccurate data, and object to certain types of processing. Full details of how we handle personal data, and how these rights can be exercised are outlined in our [Privacy Notices](#).

## 12. Version control

|                         |                                                                 |
|-------------------------|-----------------------------------------------------------------|
| <b>Approval date</b>    | <i>&lt;date that cabinet approved the policy&gt;</i>            |
| <b>Approved by</b>      | Cabinet                                                         |
| <b>Policy owner</b>     | Housing Services<br>Property Assets (Housing)                   |
| <b>Scheduled review</b> | <i>&lt;the month and year the policy should be reviewed&gt;</i> |

| Policy controls sheet |                   |                                           |
|-----------------------|-------------------|-------------------------------------------|
| Date                  | Summary of change | Author and approver                       |
|                       |                   | <b>Author:</b><br><br><b>Approver(s):</b> |