

# Tenancy Management Policy

## Document Control

<b>Organisation</b>	Gravesham Borough Council
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<b>Responsible Department</b>	Neighbourhood Services
<b>Authors</b>	Director (Housing)
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## 1. Purpose and Scope of Policy

The Tenancy Management Policy sets out our approach to providing an efficient and effective tenancy management service. The policy and underlying procedures, which are set out, are in place to ensure we provide a service which reflects our responsibilities and good practice. By providing robust and consistent tenancy management, we are doing everything reasonably possible to build safe and cohesive communities whilst delivering high-quality customer service.

This policy applies to all introductory and secure tenants residing in homes managed by Gravesham Borough Council. This policy does not apply to properties or assets such as garages, leasehold accommodation, and temporary accommodation.

The Tenancy Management Policy focuses on managing a tenancy, in terms of tenant rights and ensuring that tenants are aware of their responsibilities and adhere to them. This policy is designed to provide information to staff and customers and ensure a fair and consistent service is provided.

This policy has been written to:

- provide clarity on what circumstance we will issue each type of tenancy.
- offer tenancies that are appropriate for each type of accommodation.
- offer tenancies that make the best use of our housing stock to increase the number of people we can house.
- support tenants to sustain their tenancies.
- demonstrate compliance with regulatory requirements.

## 2. Policy Statement

Gravesham Borough Council (“the Council”) will let most of its properties on either an introductory or secure tenancy.

All prospective tenants will be subjected to standard Right to Rent Checks which will include the necessary validation of their entitlement to rent a property in the United Kingdom. These checks must be completed to the satisfaction of the Council for all persons who are to be named on a tenancy agreement as a tenant or joint tenant.

The Council will only issue tenancies to persons entitled to access public funds and who have a right to remain in the United Kingdom.

The Council expect tenants to honour their tenancy obligations, pay their rent, look after their property and be respectful of their neighbours. Introductory tenancies are used for new tenants as a trial tenancy to ensure that a tenant can adhere to the terms of their tenancy.

## 3. Legislation and Guidance

There is a range of legislation and guidance relevant to tenancy management, such as:

- The Housing Act 1985 & 1988.
- The Housing Act 1996
- The Social Housing Regulation Act 2023.
- Housing and Regeneration Act 2008.
- Immigration Act 2014.
- Right to Rent Guidance.



- Anti-social Behaviour, Crime and Policing Act 2014.
- Matrimonial Causes Act 1973.
- Matrimonial and Family Proceedings Act 1984.
- Civil Partnership Act 2004.
- Prevention of Social Housing Fraud Act 2013.
- Localism Act 2011.
- Domestic Abuse Act 2021.
- Equality Act 2010.
- Anti-Social Behaviour Act 2003

#### 4. Supporting Policies and Procedures

This policy should be read in conjunction with other housing policies such as:

- Housing Allocations Scheme
- Housing ASB Policy
- Prevention and Recovery of Arrears Policy
- Housing Rent Setting Policy
- Domestic Abuse Policy
- Housing Under Occupation Policy
- Mutual Exchange Policy
- Rechargeable Repairs Policy
- Corporate Complaint Policy Procedure
- Leaseholder Policy
- Temporary Accommodation Policy

#### 5. Corporate Priorities

This policy supports the council's corporate priorities which are set out in 'Together – Proud to be Gravesham – Corporate Plan 2023 – 2027, specifically the following.

- **Safer Gravesham** – *deliver stronger neighbourhoods and a more secure living environment through a portfolio of initiatives, delivered with Kent Police and key partner agencies.*
- **Progressive landlord** – *an effective housing service, providing comprehensive tenant choice and protection, defined by positive, efficient, and supportive management and engagement.*
- **Safeguarded residents:** *provide for our most vulnerable residents with a package of timely housing measures and supportive safeguarding interventions that deliver healthy, independent living.*
- **Customer excellence:** *put Gravesham residents first by implementing a suite of quality, high performing and valued frontline services.*

#### 6. Rent Setting

Rental income is the main source of revenue for the Councils Housing Revenue Account (HRA) and it funds the management, maintenance and improvement of all council-owned residential properties. All information relating to rent levels is set out in the Councils Rent Setting Policy.



## 7. Tenancy Types

The Council will usually offer one of two types of tenancy; these are known as introductory or secure tenancies and will form the basis of the contractual relationship between the Council and our tenant(s).

### a) Introductory Tenancy

An introductory tenancy is given to all new council tenants and lasts for up to 12 months. An introductory tenancy has similar rights as a secure tenancy, but during the introductory period, a tenant cannot:

- Buy their home.
- Make alterations to their home.
- Exchange their home with another tenant via mutual exchange.

An introductory tenancy runs for 12 months from the date it was entered into or the date on which the tenant had the right to move in (whichever is earlier). Throughout the 12 months, the tenancy will be monitored, and home visits will be attempted. Assuming there are no tenancy breaches, the introductory tenancy will automatically become a secure tenancy.

However, if there have been breaches of the tenancy during the 12 months, the Council can extend the introductory tenancy for a further period of six months. The tenant will be given notice of any intention to extend the tenancy and will have the opportunity to request a review of the decision.

Should this occur, a notice that the Council intend to extend the introductory tenancy must be served at least eight weeks before the expiry of the introductory period, setting out the Council's reasons for the extension, that the tenant has a right to request a review within 14 days of the date of service of the notice. See section 17 for review information.

If an evidenced tenancy breach is serious, the Council may decide that the tenancy should be terminated, and the tenant will be informed. If a decision is taken to terminate the tenancy, the Council must serve on the tenant a notice stating that:

- The Court will be asked to make a possession order for the property.
- The Council's reasons for applying for the possession order.
- The date after which possession proceedings may begin (being at least four weeks and ending on a rent day or the day before a rent day)
- The tenant has the right to request a review of the decision and that the request for review must be made within 14 days of the date of service of the notice.
- The landlord must give the tenant at least 10 clear days' notice of the date of the review, and the time and place of any oral hearing. The review should be carried out by a person who was not involved in the decision to extend the trial period.
- Any written representations from the tenant must be received by the landlord at least two clear days before the date of the review.
- If the tenant has requested an oral hearing, they have the right to be heard and to be accompanied or to be represented by another person and to call any person to give evidence and ask them any questions.
- If the tenant and/or their representative fails to attend an oral hearing, the review may proceed. If a postponement of the review is requested, the landlord may grant or refuse the request as they see fit. The landlord must give reasonable notice of the details of a reconvened hearing.

- If the tenant requires assistance, that they should request this directly to the CAB, a housing aid centre, law centre or solicitor.
- Any request for review must be completed and the tenant notified of the outcome before the date of expiry of the introductory tenancy.
- Once the review has been concluded, the landlord should inform the tenant of the decision. If the decision is to extend the trial period, it should give reasons for the decision.
- Any court action to request a possession order for the property must be started prior to the expiry of the introductory tenancy (or if extended, extended introductory period).

If a tenancy is terminated, the tenant will be supported to seek help and advice on securing alternative accommodation.

Any introductory tenancy either not extended, or where no possession proceedings have been issued within the initial introductory period will automatically become a secure tenancy.

Introductory tenancies will not be issued where the tenant is already a secure tenant of Gravesham Borough Council or any another social housing provider.

### b) Secure Tenancy

A secure tenancy gives tenants' rights to:

- Mutual Exchange – exchange their home with another tenant.
- Succession - pass their tenancy on when they die (in applicable circumstances).
- Right to Buy – apply to buy their home (in applicable circumstances)..
- Have lodgers or sublet part of their home (subject to gaining relevant permission and not applicable in Independent Living).

Whilst the tenancy remains secure, the Council can only terminate the tenancy if the tenant has breached their tenancy conditions.

### c) Demoted Tenancies

The Anti-social Behaviour Act 2003 introduced a power for local authorities and private registered providers of social housing to apply to demote a tenancy where a tenant, resident or visitor to a property is guilty of evidenced antisocial behaviour.

A demoted tenancy is a form of tenancy that reduces a tenant's security of tenure and other rights for 12 to 18 months. When a tenancy is demoted, the rights to succeed to or assign that tenancy and the right to buy may be altered for the duration of demotion.

The Council can apply to demote a tenancy where the tenant, or someone living with or visiting the tenant, has either:

- engaged or threatened to engage in antisocial behaviour, or
- used or threatened to use the property for an unlawful purpose.

The Council will give notice on the tenant of its intention to apply for a demotion order and the Council might seek other legal remedies along with its demotion claim application.

### d) Use and Occupation

There are circumstances where the council may set up a use and occupation account to collect payment from someone who is using or living in a Council property without permission. The Council is not creating a new tenancy by accepting payments for use and occupation.

## 8. Changes to Tenancies

Sole tenancy – is one where one member of the household signs the tenancy and is responsible for ensuring that the household fulfils the responsibilities set out within the tenancy agreement. This includes paying the rent and ensuring no one in the household, including visitors, is responsible for causing anti-social behaviour. Where there is a breach of tenancy, the sole tenant is accountable, even if a member of their household or guest is responsible for the tenancy breach.

Joint tenancy – is where two people have the responsibility for meeting the requirements of the tenancy agreement. Both joint tenants will be responsible for all the rent. The Council will offer this type of tenancy to a maximum of two people and recognises applications for joint tenancies where two people can provide proof of marriage, civil partnership, or that they have cohabited as a couple for a minimum of 12 months. Joint tenancies will not be offered to anyone else who may be living in your home.

Joint tenants will have equal rights to the tenancy and an opportunity to have their say in any consultation undertaken by the Council. (This excludes the government's 'Tenant Satisfaction Measures', which permit only one response per household in any 12-month period.)

### a) Sole to joint tenancy

In some circumstances existing tenants may be able to convert their current sole tenancy to a joint tenancy. Both parties must agree for the respective partner to be added to the tenancy.

Any applications for a sole tenancy to be converted to a joint tenancy will be at the sole discretion of GBC and circumstances in which we may refuse include (but are not limited to)

- The household cannot provide sufficient proof of marriage or civil partnership, or of being a cohabiting couple for at least 12 months prior to the application.
- There are outstanding rent arrears.
- There is a history of tenancy breaches and/or the Council has concerns about the conduct of the parties.
- The tenancy has been demoted.
- Whether the property is suitable
- The applicant is already named on another tenancy.

The tenant will be advised to seek independent legal advice and will be required to complete a Deed of Assignment to proceed.

For some types of statutory assignment, it is not necessary to sign a new joint tenancy agreement; this will instead be recorded on the Council's system and both tenants will receive written confirmation of their joint tenancy.

In the case of independent living, only those that meet the relevant criteria will be able to become joint tenants. However, civil and married partners may be able to live with their partners in independent living and may be eligible to succeed.

### b) Joint to sole tenancies

In some situations, such as relationship breakdown, a household may wish to convert their joint tenancy to a sole tenancy. This again can be managed by a Deed of Assignment. The Council recommends seeking independent legal advice.

Gravesham may provide permission for a tenant who wishes to remove themselves from a tenancy and to complete this they would 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.

If one of the joint tenants moves out of the home permanently, one of the joint tenants are responsible to notify the Council. A deed of assignment will only be agreed if:

- Both parties agree
- There are no outstanding breaches against the tenancy (this will not apply where the absent tenant was the sole cause of antisocial behaviour).
- There are no outstanding rent arrears.
- The home has not been specifically adapted for the absent tenant or is larger than the household's housing needs (in which case an alternative home may be offered).

There may be circumstances where a property would be much more suitable for other individuals rather than a proposed sole tenant, for example if the tenant is significantly under-occupying or the property is adapted for a disabled person.

In such circumstances the council may look to rehouse the remaining tenant into a more suitable property.

### c) Succession

Succession allows the tenancy to be passed on to certain qualifying people when the tenant dies. The tenancy agreement sets out the statutory rights to succession.

The law allows only one statutory succession to each tenancy. Consequently, on the death of the tenant there can be no further right of succession where the deceased tenant is classed as a successor. The deceased tenant is classed as a successor where:

- They became the tenant by succession.
- The tenancy was assigned to them as a potential successor.
- They previously exchanged from another property and had been a successor there.
- They became the tenant under a court order and the previous tenant was a successor.

When a joint tenant dies, the tenancy passes to the surviving joint tenant/s automatically, regardless of the relationship between the joint tenants. This is called survivorship and counts as one succession. There can then be no further statutory succession.

If a deceased tenant is not classed as a successor, an occupant will qualify to succeed to the tenancy if they were occupying the property as their main home at the date of the death and either:

- They are the tenant's wife, husband, civil partner, or partner (this includes same sex couples) provided he or she lived with the tenant in the home as their principal home prior to the death of the tenant.
- If there is no spouse, civil partner or cohabiting partner in occupation and the tenancy began on or before the 01 April 2012, the tenancy could pass to another family member, provided that person had been occupying the property as their only or main home with the tenant throughout the 12-month period before the tenant died.

Statutory succession overrides any other claims to the tenancy (e.g. under the deceased tenant's Will). If more than one person would be entitled to succeed, the tenant's spouse or civil partner is to have priority.



If there are two or more family members entitled to succeed, then they must agree between them which one is to be the successor because only one person can succeed. If they cannot agree, a management decision will be made as to whom the tenancy should pass to.

A person who succeeds to a tenancy is granted a continuation of the existing tenancy, not a new one.

There may be circumstances where a property would be much more suitable for other individuals rather than a successor, for example if the successor is significantly under-occupying or the property is adapted for a disabled person. In such circumstances, the Council will seek to rehouse the household into a more suitable property. The successor would be considered for a direct let.

If the successor refuses to move voluntarily then the Council may serve a notice of seeking possession for the property on the successor between 6 and 12 months after the previous tenant's death. In accordance with legislation, the Council would not look to seek possession of a property for under occupation if the successor was the spouse or civil partner of the deceased tenant. In such circumstances the council will make one reasonable and suitable offer of alternative accommodation.

For those that do not have succession rights following the death of a tenant, the housing service will consider all relevant circumstances and provide housing options to the household to ensure they are supported in finding a suitable home.

#### d) Mutual Exchange

A mutual exchange is a home swap between two social housing tenants. This is a right available to most secure council tenants and most assured tenants of other registered providers of social housing who are no longer in the introductory part of their tenancy and who meet the qualifying criteria in addition to obtaining the approval of their landlord before any exchange taking place.

Mutual exchanges can occur for several reasons, although they are generally used when a tenant or household needs more or fewer bedrooms, or when there is a need to move – for example when moving closer to family members. If a family is adequately housed, it can often be the most effective way to secure a move and the Council where possible will encourage and support the use of the mutual exchange process as an alternative to using the housing register.

There are formal grounds on which the Council can prevent a mutual exchange taking place. The council will usually prevent an exchange from taking place if the any of the grounds for refusing an exchange, as set out within Schedule 3 of the Housing Act 1985, apply. The Council may also refuse the application if the intended assignee has breached the conditions of their tenancy in any way.

The council will usually only permit tenants to exchange if, at the time of their application, they are compliant with all terms of their tenancy agreement; there is no housing-related debt and there is no history of ASB or failing to comply with the terms of the tenancy agreement.

Where there has been a history of rent debt, issues with property condition or incidents of anti-social behaviour and a notice seeking possession has been served, we will not usually approve a request to exchange. The condition of tenancy must be complied with, and breaches remedied before the council will approve an application for a mutual exchange.

All applications will be processed and assessed with a decision, either giving consent or refusing permission for the mutual exchange, being provided within 42 days of the mutual exchange application being received.

To comply with regulatory standards the Council maintains an electronic system which is available to its tenants and can be used to advertise and search for suitable mutual exchange properties. For details of the system and to register for access, please contact Neighbourhood's Team.

### **e) Assignment**

Assignment is the legal way in which a tenancy can be passed from the tenant to someone else.

Gravesham Council does not permit the assignment of tenancies (except as outlined above), and other than as required by law in the following circumstances:

- By way of Mutual Exchange (not Introductory Tenancies).
- Following a Court order under obtained under matrimonial proceedings or civil partnership proceedings under the Matrimonial Causes Act 1973, Matrimonial and Family Proceedings Act 1984 or the Civil Partnership Act 2004.
- To a person qualified to succeed to the tenancy if the tenant died immediately before the assignment.
- Following a Court order obtained under the Children Act 1989

Assignment can usually only take place when there are no arrears on the rent account.

## **9. Tenancy Sustainment**

Neighbourhood Officers will provide help and assistance to all households that require it. The aim of the support provided is to assist and enable the tenant to get to a level of confidence and independence to manage housing related issues as they arise and to reduce the risk of eviction.

## **10. Ending a Tenancy**

If a tenant wishes to end their tenancy, they should complete a tenancy termination form, giving four weeks' notice in writing for Gravesham to consider. The four-week written notice must end at the end of rent charging period and the keys returned on the Monday immediately following the rent period, or the next working day if Monday is a bank holiday. Gravesham has the right not to accept the surrender if there are appropriate reasons to do so.

In certain circumstances set out by law, such as a serious offence committed in the vicinity of the property by a tenant or occupant, in the event of a closure order and other anti-social behaviour-related grounds, the Council will, usually following service of the appropriate notice, apply for a mandatory possession to be sought through the courts. This means the court does not have discretion regarding whether the possession order should be made. If such a notice is served the Council will offer the tenant a request for a review of this decision.

When tenants move out of their property, they are expected to leave it in good condition. The Council will try to carry out a pre-void inspection and identify any issues that need to be rectified before moving out or any rechargeable repairs. Any additional repairs or the cost of clearing and cleaning properties and gardens will be recharged to the outgoing tenant. Please refer to the Rechargeable Repairs Policy for full details.

Tenants leaving with any arrears, whether for rent, service charges or any other debt will be written to by the Council, in accordance with the current policies and the debt may be enforced. Appropriate resources (e.g. tracing agents) will be used to locate tenants who have either abandoned their homes or who have been evicted with no forwarding address.



### a) On the death of a tenant

The Council recognises that the death of a loved one or relative is a difficult time. In so far as is possible, whilst maintaining an effective management approach to managing the tenancy and carrying out our legal obligations, all Council employees are expected to approach the death of a tenancy in a sympathetic and tactful way. We will try to keep contact to the minimum level necessary to effectively manage the situation and it should be done in as tactful and supportive way as possible while maintaining operational effectiveness.

The death of a tenant does not automatically end a tenancy and the only officials that can end it are:

- An executor – this is the person, named in the will, who will deal with the possessions of the person who has died.
- An administrator – this person has applied to the Probate Registry and obtained letters of administration (or the grant of probate)
- The Council.

The executor for the tenant who has died can end the tenancy by completing the Notice to Quit or tenancy termination form. The council will require a copy of the death certificate and proof that the person reporting the change in circumstances is the nominated executor before acting on their instructions.

If there is no executor or administrator, by law the Council must serve a 'notice to quit' on the public trustee. The tenancy will end four weeks after this is served. Rent will be charged during this time.

If the executor, administrator or any other individual already has keys, the Council will not provide access to the property. However, if no-one has keys to the property, the council can only give keys to the person who is the executor or administrator. Once a disclaimer form is signed and keys returned, the Council will dispose of any goods not required. The Council reserve the right to charge this back to the estate.

## 11. Monitoring Tenancies

Effective tenancy management is essential for ensuring that our tenants live in safe and welcoming neighbourhoods. We will ensure that all tenants are provided with a written tenancy agreement and information regarding the terms of their tenancy including the consequences of not keeping to those terms.

We expect all tenants to adhere to the conditions of their tenancy agreement and the tenant's handbook. We will monitor tenancies, to ensure that all tenants adhere to their tenancy agreement and will act in a range of ways against any tenant breaching the conditions of their tenancy agreement.

The council will use tenancy inspections and other contacts with tenants as a means of ensuring that the council deliver an effective, efficient and high-quality service including:

- To update tenant profile information, used to identify vulnerable tenants and refer tenants to appropriate support where required.
- To enforce tenancy conditions and that the property has not been damaged, neglected, hoarded/cluttered or used unlawfully.
- To check the property is occupied by the tenant and has not been sub-let or abandoned.
- Signpost tenants wishing to move to access clear and relevant advice about their housing options, including mutual exchange.

- Identify and signpost tenants to support where they need support to access the internet to access services and information.

The Council takes a firm view of evidenced breaches of tenancy and the Council will try to intervene at an early stage when we become aware of a breach, seeking to ensure that tenants receive the appropriate support and guidance to help them sustain their tenancy.

The Neighbourhood Team work closely with the Council's Community Safety Team, Police and other agencies to ensure that anti-social behaviour is addressed quickly and effectively; investigating cases and taking the appropriate action in line with our Housing ASB Policy to protect other tenants and residents.

Ending a tenancy is not taken lightly by the housing service and relevant departments will offer support to tenants to rectify evidenced behaviours that breach the tenancy conditions, failing which possession proceedings may be pursued. Once possession proceedings have commenced, we will continue to offer support, ensuring that tenants are advised of the seriousness of the situation, potential outcome and informed of their legal rights.

It is recognised that possession action may be an appropriate resolution should the evidenced behaviours be having a detrimental impact on the community. An application to seek possession of a property as the first course of action (by using a mandatory or discretionary grounds for possession), will only be instigated with the approval of Head of Neighbourhoods.

## **12. Tenancy Fraud**

The Council will take action to tackle any potential social housing tenancy fraud. This includes but is not limited to issues such as:

- Non-occupation by the tenant.
- Unauthorised sub-letting.
- Fraudulently obtained social housing tenancy.
- Key-selling (where a tenant passes on the keys to their property in return for payment)

If the Council suspects that social housing fraud is taking place, it will be investigated and referred to the Fraud Team.

## **13. Lodgers and Subletting**

Introductory tenants are not permitted to take in a lodger under the terms of the tenancy agreement. Any such action will be considered a breach of the tenancy agreement and could result in the Council seeking possession of the property.

Secure tenants have a right to sub-let part of their home by taking in a lodger; however, written permission from the council must be obtained first. Permission will not be refused unless there is a good reason. Tenants are not allowed to allow their property to become overcrowded by taking in a lodger. This will be considered a breach of the tenancy agreement and could result in the Council seeking possession of the property.

Reasons that could be considered 'good reason' to refuse permission to have a lodger would include, for example, a history of tenancy breaches, ongoing or recent anti-social behaviour or non-payment of rent, except where there is an agreement that any income related a lodger will be used for payment of arrears. This list is not exhaustive. Secure tenants are responsible for the lodger's behaviour and must declare any earnings to housing benefit and HMRC.

Subletting of the whole property is not permitted within the terms of the tenancy agreement nor is a tenant authorised to advertise the home on Air B&B for any council tenant. If the council suspect that a property is being sublet, then we will investigate and as appropriate instigate proceedings related to social housing fraud in line with this policy.

Taking in a lodger or sub-tenant is not allowed in supported living.

#### **14. Abandoned Properties**

We recognise that on occasion tenants will need to spend time away from their homes for many reasons. If a tenant needs to spend an extended amount of time away from their property, they are expected to notify the council, this includes prison.

If we believe that a tenant has abandoned their home, the council will legally seek to take back possession of the property.

For the purposes of this policy an extended period is any length of time which exceeds 28 calendar days. However, nothing in this policy is intended to prevent a property being considered as abandoned if unoccupied for shorter periods of time but only when such a determination is supported by other forms of relevant evidence, for example if the council is made aware of information from neighbours or our staff discover a property which is obviously insecure and enquiries show there is no obvious intent to return on the part of the tenant.

Our priorities in these circumstances will be to physically secure the property and establish whether there is an intention to return or not.

#### **15. Under-occupying and Overcrowding**

We recognise that in some circumstances a home may become too small or too big for the households needs.

Under-occupying and overcrowding are assessed by comparing the number of bedrooms in the home against your household's needs. When these situations occur, and a tenant wishes to be rehoused, we will work with the tenant to support them to find more suitable housing via our Housing Allocations Scheme and Housing Under Occupation Policy.

We will also provide advice regarding a mutual exchange, and this is usually the quickest way to be suitably re-housed.

#### **16. Exceptional Circumstances**

The Council recognises that this policy cannot provide definitive answers to all circumstances and situations which arise in the management of tenancies. If a senior officer of the Council, determines that exceptional circumstances exist in relation to any matter falling under the scope of this policy, they can decide that is necessary and/or appropriate to exercise discretion in relation to the application of any part of this Policy.

For the purpose of this policy, a senior officer is considered to be an Assistant Director and above. An officer who is not considered to be a senior officer, is not permitted to deviate from this policy.

It is not possible to provide an exhaustive list of the circumstances which could be classified as 'exceptional', each case will be different. All cases will be assessed on their merits and if the Council considers that a case has exceptional circumstances, any decision we make will be based on the evidence available and will be made in a way that is as transparent as possible.

Our decision-making in exceptional circumstances and outside of the usual scope of this policy where possible will take account of:

- What is the legal position of the situation, including any legal obligations incumbent upon the Council; and/or
- What makes best use of the limited supply of Council owned or managed housing stock [or other resources]; and/or
- What is in the best interests of the parties involved – this includes customers, the wider community, and the Council; and/or
- What is the likely or probable impact of the decision on all parties involved.

A decision reached in exceptional circumstances will be communicated to the parties involved in writing and will provide a rationale for the decision reached.

This decision is the final decision of the Council and there is no appeal process.

## **17. Review Panel**

Existing tenants have the right to review in the following areas:

- Introductory extension
- Demoted tenancy

Should there be areas that tenants wish to request a review on the Council can use their discretion to review the decision reached on a case-by-case basis.

When requested, the review panel will comprise of a group of three or more officers with at least one representative from the Neighbourhood Team, a manager, and an independent senior manager from within the organisation that is not connected to Housing Services. They will meet on a regular basis to make and review decisions.

The panel may also invite other relevant partners to attend, including but not limited to the Community Safety Team. The outcome of the review will be communicated to the parties, in writing and within 14 days of a review being requested.

## **18. Complaints**

The Council's Corporate Complaints Policy sets out the circumstances in which the Council will consider a complaint.

The Council will not accept a complaint in circumstances where the complaint is being raised because a party disagrees with a decision which is based on legal or policy requirements, or where the council is exercising a statutory power. For example, if a tenant thinks we have reached the wrong decision about someone's ineligibility to succeed a tenancy, there is a route for this be challenged and you should request a review of the decision by a review panel as outlined at section 17 of this policy.

## **19. Accessibility**

The Council's aim is to make our services easy to use and accessible for everyone and we will take steps to make any reasonable adjustments needed for you to contact us, access our policies, or any requests to provide responses in other formats.

Depending on the individual's needs, these might include:

- Using larger print, or a specific colour contrast





- Giving more time than usual to provide information or comments on a complaint.
- Using the telephone rather than written communication
- Communicating with a person through their representative or advocate
- Arranging a single point of contact
- Having an 'easy read' version of the document

If you would like to contact us about reasonable adjustments or alternative formats, please email [neighbourhoods@gravesham.gov.uk](mailto:neighbourhoods@gravesham.gov.uk) or call us on 01474 337000.

If you prefer to write to us, send your letter to: Gravesham Borough Council, Neighbourhood Services, Civic Centre, Windmill Street, Gravesend, Kent, DA12 1AU.

## **20. Equality and Diversity**

The Council is committed to promoting equality of opportunity. The Council has procedures in place to ensure that all individuals are treated fairly and without unlawful discrimination.

A full Equality Impact Assessment (EIA) has been conducted for this policy in accordance with the Council's Public sector Equality Duty (PSED) when carrying out our duties (S149 of the Equality Act 2010) and mitigations put into place where potential negative impacts to individuals with protected characteristics were identified.

## **21. Policy Reviews**

This policy will be reviewed every three years or in line with legislative or regulatory changes.