



Housing Services

B&NES Residential Tenancy Policy

Bath & North East Somerset Council's Social Housing

2022



Tenancies
Repairs & Maintenance
Anti-Social Behaviour
Evictions

Housing Services

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1. The Policy

- 1.1 This policy sets out how Bath & North East Somerset Council operates and manages its social housing. This document relates exclusively to residential accommodation, where the Council is the landlord of any properties let to social housing tenants through the Homeseach scheme. Any social housing tenancies where the Council is not defined as the landlord, within the relevant tenancy agreements, fall outside the scope of this document.
- 1.2 This policy does not apply to supported housing, shared ownership properties or leased, residential homes, where the freehold is held by Bath & North East Somerset Council. Any tenancies created to provide Temporary Accommodation for homeless households, in accordance with the Council's statutory duties under Part VII of the Housing Act (1996), are also outside of the scope of this policy.
- 1.3 This document should be read in conjunction with individual, legally binding tenancy agreements.
- 1.4 Subject to the above, the responsibilities and expectations for Council residents set out in this document will apply to all social housing tenants – including those who become tenants through assignment, survivorship or succession.
- 1.5 This policy operates alongside the Council's Homeseach Allocation Scheme Policy, which sets out the way social housing is assigned within Bath & North East Somerset and how priorities for those registered with the scheme are determined. This document also works with Housing Services' Enforcement and Licensing Policy, which deals with the repair and improvement of rented homes to remedy serious housing health and safety hazards.
- 1.6 For the purposes of this document, a serious health and safety hazard means a hazard falling into Bands A-D under the Housing Act 2004 Housing Health and Safety Rating System. The Decent Homes Standard refers to the definition set out in the document –

“A Decent Home: Definition and Guidance for implementation. June 2006 – update”
Department for Communities and Local Government, or any subsequent update.

- 1.7 The policy will be subject to periodic review particularly if there are substantial changes to funding and resources.

2. Policy Context: B&NES Homes

- 2.1 Social housing is in very high demand within Bath & North East Somerset. The Council has therefore embarked on a Council House Building Programme to complement the ongoing delivery of social housing, through established enabling activities. These properties will form a part of the Council’s new B&NES Homes programme.
- 2.2 B&NES Homes is the name of Bath & North East Somerset Council’s direct housing delivery operations. The programme is responsible for delivering new shared ownership homes, social rented housing and supported accommodation.
- 2.3 By setting out the individual policies and procedures in place for the Council’s residential tenants, this overarching policy will help Bath & North East Somerset Council to fulfil its strategic aim of **improving people’s lives**. This document will also address the Council’s core policy of tackling the climate emergency by creating the frameworks with which to preserve the Council’s energy-efficient, safe and affordable social housing.

3. Equalities

- 3.1 The Policy will be implemented by Housing Services and its delivery partners. The schemes will be available to all Bath & North East Somerset residents eligible under the terms of the policy including people with protected characteristics in accordance with the Equality Act 2010.

4. Tenancy: Tenure, Selection and Tenancy Fraud

- 4.1 Bath & North East Somerset Council respects its tenants' rights to the peaceful enjoyment of their property.
- 4.2 Housing Services will ensure that a property is affordable, in an appropriate condition and safe from serious health and safety hazards before a tenant moves in.
- 4.3 The Council will allocate appropriate resources to ensure that tenancies remain sustainable, wherever possible.

Tenure

- 4.4 All new residential, Council tenants will start on an introductory tenancy.
- 4.5 New tenants will, however, be exempt from the provision set out in 4.4 if they were
 - a secure tenant or
 - the assured tenant of a private registered providerimmediately before commencing their Council tenancy. These individuals will instead move into their accommodation as secure tenants.
- 4.6 Introductory tenancies will last for twelve months.
- 4.7 If the Council wish to extend an introductory tenancy to eighteen months, Housing Services will write to the tenant at least eight weeks before the end of the original twelve month period and
 - explain why it is going to extend the period
 - advise them that they can ask the Council to review this decision and provide the deadline for any appeal.

- 4.8 If a tenant – or a member of their household – breaks any of the rules set out in their tenancy agreement during an Introductory Tenancy, then the Council reserves the right to commence eviction proceedings.
- 4.9 The Council may apply to the courts to demote the tenancy of a resident it has found to be acting anti-socially.
- 4.10 Housing Services may separately introduce family intervention tenancies. These legal agreements would replace a household's secure tenancy when a tenant, a member of their household or their visitors have been involved in anti-social behaviour.
- 4.11 If the Council believes that a tenancy has been conducted in a satisfactory manner, after twelve months a resident's introductory tenancy will automatically become a secure tenancy. Housing Services will always write to a resident to confirm if this transition will be taking place.
- 4.12 Housing Services will provide all tenants with a written contract for the occupation of their property. The Council will comply with its legal agreements and expects its tenants to honour their contracts. Housing Services will end tenancies when residents breach the terms of their tenancy agreement in a significant way.

Tenancy Selection

- 4.13 The Council will shortlist and interview applicants for its social housing in accordance with its Homesearch Allocation Scheme Policy.
- 4.14 The Council will carry out a credit check of all shortlisted candidates and may also undertake other relevant and appropriate checks and risk and support assessments, as required.
- 4.15 Housing Services reserves the right to introduce compulsory tenancy preparation schemes, which prospective residents must complete before they can start their tenancy.

4.16 Housing Services will maintain their exclusive discretion to select residential tenants.

Tenancy Fraud

4.17 The Council is actively committed to maximising the use of its housing stock and preventing tenancy fraud.

4.18 Tenancy Fraud is unlawful and in some cases is also a criminal offence. Under section 171 of part 6 of the Housing Act 1996, it is an offence to provide false information or withhold information relevant to a housing application; this could result in a fine of up to £5,000. Tenancy Fraud may include:

- giving false information or withholding information to obtain housing
- a tenant not living in a Council property as their main residence
- sub-letting a property to another person without the Council's consent
- unauthorised assignment
- unauthorised or fraudulent succession
- continuing to live in a Council property when a tenant has left or died
- key selling – where a tenant receives a one off payment to give the keys of a Council property to someone who is not entitled to live there.

4.19 When fraud is identified, Housing Services' primary objective will be recovering possession of the property. The Council will co-operate with any criminal investigations or actions taken that relate to the fraud.

4.20 Housing Services will take a photograph of every new tenant. The Council may also take copies of its residents' photographic identification, including their passports or driving licences.

4.21 On occasion, the Council may undertake an 'illegal sub-letting tenancy audit'. This could include a series of in-depth visits to a number of properties, where officers or their contractors would inspect the occupant's identification and verify that they are the Council's tenant.

4.22 The Council reserves the right to:

- investigate any reports of sub-letting or unoccupied properties
- carry out tenancy checks when visiting its properties
- participate in initiatives which could support Housing Services to identify and/or take action against tenancy fraud.
- take appropriate action when an abuse is discovered. This could involve commencing criminal proceedings.

4.23 The Council expects its staff, contractors and tenants to report any suspected incidents of tenancy fraud.

5. Payments & Arrears

Tenancy Payments

5.1 The Council will charge the full weekly rent until a tenancy is formally ended.

5.2 The Council expects its tenants to pay their rent, service charges and recharges, promptly.

5.3 Tenants are required to pay their rent one month in advance.

5.4 If a resident has their accommodation funded by Housing Benefit or the housing component of Universal Credit, then the tenant will be exempt from the provision set out in 5.3. Any further exemptions from this policy will be determined on a case by case basis by Housing Services.

5.5 Tenants must always quote their reference on any payments they make to the Council. If tenants do not make their payments on time and quote the appropriate reference, their account could accrue interest and go into arrears.

5.6 Housing Services intends for all residential Council tenants to pay their rent via direct debit.

5.7 Tenants will be expected to independently source contents insurance for their home.

Service Charges

5.8 Service charges are payments made by tenants for the costs of providing services in shared areas. Services provided can differ depending on the type of property. Examples of shared service costs could include:

- Cleaning of common parts
- Electricity used in common parts
- Door entry systems
- Fire alarms
- Grounds maintenance
- Charging points

5.9 The costs of these services are apportioned to tenants depending on the number of homes that share the services and the size of the property. At the end of each financial year (running from April - March) Housing Services will compare what we estimated it would cost to provide services against the actual cost. We then make a charge or credit to the property to cover any difference. This adjustment applies to the property rather than to the resident.

5.10 Tenants are required to pay their service charges on a monthly basis, in advance..

Rent & Service Charge Increases

5.11 Housing Services will ensure that all communication with its tenants about any alterations to their rent and service charges are timely and clear.

5.12 The Council is unable to consult with its tenants on any potential annual increases in social rent. Social rent is determined by a formula, which is applied to all social housing at a national level. Further information on tenant consultations can be found in Section 16.

Recharges

5.13 The Council want to ensure that its resources are allocated fairly. As far as reasonably practicable, the Council is committed to ensuring that any remedial costs caused by neglect do not fall upon the majority of tenants who look after their homes.

5.14 Recharges will be made if a tenant, a member of their household, their visitor or their pet have:

- caused damage to a property that would not be considered 'fair wear and tear'.
- neglected their property or completed unauthorised works – this includes alterations carried out by a contractor or another person on a tenant's behalf.
- damaged part of a property that the Council is responsible for – such as electrics, gas, water or plumbing – while decorating or carrying out DIY.
- soiled or damaged the communal areas of a property.
- caused damage to a residence or a neighbouring home through any items that have been brought onto the property, such as a leaking washing machine
- not taken reasonable precautions to safeguard their property against any damage from fire, frost, blocked drains/sinks or bursting pipes.
- failed to carry out any repairs that are a tenant's responsibility, during a tenancy.
- locked themselves out of their property and require the services of a Locksmith.
- not provided access to a property for a pre-arranged repairs or maintenance inspection or appointment.
- not ensured that a responsible adult is available to provide access to a property for a pre-arranged inspection, repairs or maintenance appointment.

- 5.15 Rechargeable repairs charge should be paid before any non-emergency remedial works are carried out.

Arrears & Debt

- 5.16 If a tenant is experiencing financial difficulties – which impacts their ability to pay their rent, service charges or recharges – then they must immediately contact Housing Services. Tenants are expected to be open and honest about their finances so that a realistic plan for repaying any debts in regular and manageable amounts can be agreed.
- 5.17 Housing Services reserve the right to carry out an income and expenditure analysis of a tenant's finances before they agree to any repayment plans. This will ensure that agreements give due consideration to tenant's personal situations and are only made when they are appropriate.
- 5.18 If a tenant is in – or is at risk of falling into – arrears and they have agreed a payment plan to repay their debts to the Council, then no further enforcement action will be taken by Housing Services while the payment plan is adhered to.
- 5.19 Where a repayment plan has not been agreed, or where agreed and not followed, then the Council may seek recovery of unpaid debt through the Courts and/or consider other appropriate actions, potentially including eviction.

6. **Tenancy Alterations**

Assignment

- 6.1 Assignment is where a tenant passes their tenancy to someone else. The process does not create a new tenancy, instead it reallocates the existing tenancy – with its rights, benefits and liabilities – to the assignee. Tenants cannot pass on their tenancy to

whoever they wish. The right to assign is limited by statute and the specific terms of their tenancy agreement.

- 6.2 Unless a tenancy is assigned under a court order, tenants must apply to the Council to assign their tenancy. Any assignment will require the Council's written consent in advance. If an unauthorised assignment takes place, the Council could commence eviction proceedings.
- 6.3 The individual assigning a tenancy remains legally liable for adhering to the terms of the tenancy until it is assigned.
- 6.4 Joint tenancies cannot be assigned.
- 6.5 The Council will view an assignment as a succession (see below). An assigned tenancy will have no further rights to succession.
- 6.6 Ultimately it is a tenant who carries out an assignment, not the landlord. A tenant must pass on their tenancy by signing a Deed of Assignment. All residents are required to provide Housing Services with copies of any valid Deeds of Assignments that relate to Council owned properties.

Succession

- 6.7 Succession is the process by which a tenancy is passed to another person on the death of a tenant. An individual can legally only succeed a tenancy if they were occupying a property as their only or principal home at the time of a tenant's death.
- 6.8 Applicants wishing to succeed to a tenancy must apply to the Council. Housing Services will approve requests for succession in accordance with its statutory obligations and the terms of its tenancy agreement, however, it is the responsibility of a potential successor of a tenancy to prove to the Council that they meet the relevant legal criteria for succession

- 6.9 The Council will not allow more than one succession for any of its residential, introductory or secure tenancies.
- 6.10 There can be no joint succession.
- 6.11 When there is a joint tenancy that is held by two people and one of these individuals dies, then the tenancy will pass automatically to the remaining tenant. This will happen under the common law concept of survivorship. The living tenant cannot ‘succeed’ to the tenancy because they are already a tenant. Survivorship will be considered as a succession and a tenancy will have no further rights to succession.
- 6.12 There may be more than one eligible successor who has a statutory right to succeed. If an agreement cannot be reached between the parties about who should succeed a tenancy, then the Council will select a successor. Housing Services may consider individuals’ length of occupation, their capacity to sustain a tenancy and their relationship to the original tenant in their decision.
- 6.13 If an occupier’s succession of a tenancy results in under occupation, the Council may seek to move the tenant into another suitable property. The notice of possession could be served six months after the death of the previous tenant but no later than twelve months after the original tenant’s death.
- 6.14 Upon the death of a secure tenant, an occupier may succeed to the tenancy of a property that has unique adaptations, which are designed to make it a suitable home for someone with a physical disability. If the occupant does not require these adaptations, the Council may seek to move the tenant into another suitable property.
- 6.15 If an application for succession is refused, Housing Services will look to respond sympathetically to the situation and give the applicant a reasonable amount of time to find alternative accommodation.
- 6.16 If an application for succession is refused, the Council will view the occupation of its residential accommodation as unauthorised. In these circumstances Housing Services may commence eviction proceedings.

Other Changes to a Tenancy

- 6.17 In very specific circumstances, the Council will allow a sole tenancy to become a joint tenancy. Housing Services will normally only allow a husband, wife or partner to join a tenancy.
- 6.18 A sole tenancy can become a joint tenancy in certain situations:
- Housing Services must have received a complete application form, which is signed by both parties
 - Housing Services must have spoken to both applicants and made sure that they understand they will be jointly responsible for the whole tenancy – this includes paying the rent and ensuring no anti-social behaviour is perpetrated.
 - Make clear that there must be no breaches of the tenancy – including rent arrears, anti-social behaviour or issues with the condition of the property
 - The Council can refuse an application for someone to join the tenancy if they have been previously evicted from any accommodation or have a proven history of relevant criminal activity, anti-social behaviour or outstanding housing related debts – such as rent arrears or repair recharges – with any landlord.
- 6.19 Housing Services ultimately maintains the right to determine if a sole tenancy can become a joint tenancy.
- 6.20 The Council may allow a joint tenancy to become a sole tenancy. A joint tenant can end a tenancy by providing the Council with 28 days' notice. Housing Services will then decide whether it will grant a new tenancy to the remaining occupant, if they have asked to become the sole tenant of the property in question. If one joint tenant has abandoned the tenancy without notifying the Council, Housing Services will ask the remaining tenant to make every effort to contact them and to confirm if they wish to become a sole tenant. If Housing Services are satisfied with the efforts made and the joint tenant cannot be located or contacted, then the Council may allow a joint tenancy to become a sole tenancy.

- 6.21 Housing Services may allow a joint tenancy to become a sole tenancy if both tenants agree to and are prepared to pass the tenancy to one of the parties. In situations where this is agreeable to the Council, Housing Services will accept the termination of an existing tenancy and will create a new, sole tenancy. The Council will not allow this to take place if there is a history of tenancy breaches, rent arrears or anti-social behaviour.
- 6.22 If a joint tenant provides the Council with notice on a tenancy, with arrears outstanding, then Housing Services may refuse to grant either tenant a new sole tenancy.
- 6.23 Housing Services reserves the right to refuse to offer a new tenancy to the remaining occupant of a residential Council property if this would cause the home to be under-occupied. In this situation, Housing Services would seek appropriate, alternative accommodation for its tenant.
- 6.24 All tenancy transfers will be conducted in accordance with the Homesearch Allocation Scheme Policy.
- 6.25 Tenancy exchanges will be conducted in accordance with the Homesearch Allocation Scheme Policy.

Right to Buy

- 6.26 The Council will comply with its legal obligations under the Right to Buy scheme.
- 6.27 Housing Services will provide all new residential secure tenants with a Right to Buy information document at the start of their tenancies. This document will also be provided to all secure tenants at least once every five years.

Lodgers & Sub-Letting

- 6.28 Residents do not have the right to take in a lodger or sublet their homes if they are on introductory tenancy.

- 6.29 Secure tenants have a right to rent out rooms in their Council house to lodgers, through a licence, but they must advise the Council of their plans.
- 6.30 Secure tenants cannot sub-let their Council property without the written consent of Housing Services. A secure tenant cannot move out of Council accommodation and sub-let the entirety of their property as this will invalidate their secure tenancy.
- 6.31 Secure tenants must formalise any licences or permitted sub-tenancies that they enter into, in writing.
- 6.32 Any secure tenant who takes in a lodger or sublets their property, with the written consent of Housing Services, will be responsible for giving written notice and legally evicting their sub-tenant or lodger, if it becomes appropriate to do so.
- 6.33 If a secure tenant sublets their property without the Council's written consent, they will be in breach of their tenancy agreement and the Council may commence possession proceedings.
- 6.34 The Council is actively committed to minimising the number of under-occupied properties within its housing stock. Council Tenants living in 'under-occupied' properties must also make themselves aware of any 'bedroom tax' liabilities that they could incur.

Running a Business From A Council Home

- 6.35 If a tenant wishes to run a business from their Council home, they must apply to Housing Services for their permission.
- 6.36 Housing Services will only allow businesses to be run from its residential properties when:
 - any required Planning consent has been obtained

- it is confident that the business will not cause a nuisance to neighbouring properties or have a detrimental impact on the local community.

Ending a Tenancy

- 6.37 In order to end their tenancy, a tenant must write to Housing Services and provide 4 weeks' notice. All tenancies must end on a Monday. A tenant is responsible for paying their rent and service charge payments until the end of their tenancy. All keys for a property must be returned by 10:00am, on the final Monday of the tenancy.
- 6.38 Before the end of a tenant's notice period Housing Services will:
- Inspect their property
 - Confirm to the tenant what type of repairs the latter is responsible for
 - Evaluate any alterations that have been made to a property that could qualify for compensation
 - Confirm how much rent is owed.
- 6.39 The Council will try to re-let a property as soon as possible. Tenants are expected to allow viewings of their property during their notice period.
- 6.40 It is a tenant's responsibility to ensure that when they move out they have:
- contacted Royal Mail and set up a redirection service, which will deliver their post to their new home address
 - informed their telephone, network and utilities providers that they will be moving out of the property.
- 6.41 At the end of their tenancy, tenants must remove all rubbish and personal belongings from their property. They must leave the garden and any exterior buildings in a clear and tidy condition. Tenants are responsible for repairing any damage that they, a member of their household, their guests or their pets have caused.

- 6.42 If a tenant does not provide the Council with 4 weeks' notice, they will be charged 4 weeks' worth of rent and service charges. Transfers, direct exchanges and circumstances where a tenant have died are all exempt from this provision.
- 6.43 If a sole tenant has died, their tenancy will end on the next Monday after their keys are returned. Any rent arrears will be sought from the deceased's Estate – they will not be sought from the deceased's relatives.

7. Communal Areas & Shared Spaces

- 7.1 The Council is committed to ensuring its communal areas are safe and secure areas that enable its residents to peacefully cohabitiate.
- 7.2 Housing Services will work with external agencies and partner organisations to try and resolve any issues that affect the neighbourhoods around Council owned residential properties.
- 7.3 Housing Services and its contractors reserve the right to inspect the communal parts of its properties to ensure that they are maintained and free from serious health and safety hazards.
- 7.4 The Council will strive for value for money services for all residential properties that it manages. Housing Services recognises the issues of affordability and will give due regard to this in determining the arrangements for any services that residents directly pay for. See also section 16 below, for further detail on resident consultation.
- 7.5 The Council will aim to carry out modernisation, essential repairs and improvement works in an organised fashion, which will meet residents' needs and consider their ambitions. Housing Services will plan for the costs of carrying out anticipated works and may relay these onto residents.

- 7.6 The Council can provide additional services or shared facilities – such as door/gate access systems – when they are requested by tenants. The cost of any agreed additional facilities could be recovered through service charges.
- 7.7 The processes and schedules for maintaining the communal areas and shared spaces of a Council property will be determined on an individual, case by case, basis.
- 7.8 The Council will strive to make its properties and communal areas accessible when it is possible to do so. There will however be situations where alterations are not possible because of:
- the physical limitations of a building or its surrounding landscape
 - restrictions that relate to the appropriate use of shared areas
 - the reasonableness of any necessary adjustments
- 7.9 Residents are not allowed to store items in shared areas that are not appropriate.

8. Repairs & Maintenance

- 8.1 Individual tenancy agreements will specify what repair and maintenance works the Council's residential tenants are responsible for. The Council will look after and maintain:
- the structure and exterior of a tenant's home
 - any items that it provided at the start of a tenancy, unless formally "gifted" to the tenant.
 - any items that it has provided since a tenant moved into their home
 - all electrical and gas safety certificates
 - any communal areas or common parts
 - any communal alarm and heat detection systems

- 8.2 Tenants must keep their home in a reasonable condition. It is their responsibility to:
- take reasonable precautions to prevent any damage to their home by fire, frost, blocked drains or sinks or bursting pipes.
 - repair or replace any items that are accidentally or deliberately damaged by them, their household, their pets or any visitors to their home.
 - limit condensation in the property to prevent mould.
 - maintain and service domestic appliances, including cookers, washing machines and fridge freezers.
 - carry out any DIY within their home. This includes installing shelving, filling in small cracks and fixing or tightening any internal cupboard or door handles
 - replace any damaged toilet seats, shower pull cords and (bath or sink) waste plugs and chains.
 - Vent or 'bleed' their radiators regularly
 - reset any trip switches if their electrical fuse box is within their home
 - clean their home. This includes: clearing blockages in baths, basins or sinks and clearing and descaling shower heads.
 - decorate the inside of their home.
 - lay carpets or vinyl flooring.
 - change light bulbs.
- 8.3 Any eligible repairs or maintenance requests should be reported to Housing Services promptly, using the appropriate office hours or emergency line of communication.
- 8.4 The Council will separately create a procedure for repairs and maintenance. This will include the appropriate contact numbers and ways residents can report emergency and non-emergency repairs.
- 8.5 Tenants must report any criminal damage or vandalism immediately to the police. A record of the relevant crime reference number must be kept and subsequently provided to Housing Services when the issue is reported.
- 8.6 The Council will look to remove graffiti, fly tipping and any vehicles abandoned on its property quickly or within a reasonable amount of time.

- 8.7 The Council will investigate any potential symptoms of disrepair, such as mould, and inform residents of the progress it makes and any relevant outcomes.
- 8.8 Housing Services will seek value for money in its repairs and maintenance works and will aim to complete works within budget.
- 8.9 Tenants are responsible for repairing or replacing any items that are accidentally or deliberately damaged by them, a member or their household, their pets or their guests. If Housing Services determines that any of these parties were responsible for accidental or deliberate damage, which necessitated a repair by Council contractors, then the tenants will be liable for the full cost of any remedial works.
- 8.10 In situations where the Council are asked to repair or replace any (criminally) damaged items, without being provided with a unique crime reference number, Housing Services reserves the right to charge its tenants for the full cost of any remedial works.
- 8.11 It is a tenant's responsibility to remove their personal items from an area where a repair, safety check or inspection is taking place. Residents are also responsible for clearing surfaces, moving furniture and lifting carpets (or laminated flooring) to enable a repair to be completed. When this is not done and Housing Services officers or their contractors have to lift carpets or move furniture, the Council cannot be held responsible for any damages.
- 8.12 Further information on making alterations to Council Houses can be found in Section 10.
- 8.13 Before the Council carry out any planned maintenance, major repairs or improvements to its residential properties, Housing Services will call or write to its tenants and confirm:
- What works are going to be completed and when
 - The name of any contractors involved
 - Any special arrangements that will put in place while the works are being carried out.

- 8.14 In accordance with their tenancy agreements, the Council's residential tenants must provide Housing Services and its contractors with access to their home to carry out any planned – or emergency – repairs, maintenance, inspections or safety checks.
- 8.15 Each year, the Council are legally required to test that their properties are gas safe. To comply with this, Council tenants are expected to provide Housing Services and its contractors access to:
- Any gas pipes that run from the gas meter into their home
 - Any gas appliances owned by the Council
 - Any appliances owned by the tenant
- 8.16 The Council are required to test its residential properties' electric circuits every five to ten years to confirm that they pass an electrical safety check. The Council will also carry out routine, annual, heat and smoke detector tests to uphold the fire safety of its buildings. Residents are required to provide Housing Services and its contractors with access to their homes to enable this.
- 8.17 Housing Services will look to carry out repairs and inspections at a time that is convenient for residents, however, this may not always be possible.
- 8.18 If a tenant is given advanced warning of a planned inspection or upcoming works and fails to notify the Council that a responsible adult will not be able to provide access to the property, the Council will charge its tenants the full amount of any costs incurred.
- 8.19 Housing Services will look to complete any required maintenance and repairs to a property before a new tenant moves in. If this is not possible, alternative arrangements will be agreed directly with the new tenant.

9. Disabled & Vulnerable Residents

- 9.1 If a tenant is disabled and having difficulties accessing their facilities, they may be eligible for a grant to undertake essential alterations. Tenants can contact Housing Services for more information.
- 9.2 If a disabled or otherwise vulnerable tenant is unable to undertake basic DIY tasks, such as changing a lightbulb or repairing a leaking tap they may be eligible to use the Handyperson Service. This is a low-cost paid for service. More details are available by contacting Housing Services.
- 9.3 If a disability prevents a tenant leaving their apartment in the event of fire, for example being unable to use communal stairs, they should notify Housing Services.

10. Making Alterations to Your Property

- 10.1 Council House tenants are responsible for decorating and carrying out any DIY inside their home.
- 10.2 Tenants must request Bath & North East Somerset Council's permission before they make any major alterations or adaptations their Council home.
- 10.3 It is a tenant's responsibility to ensure that they obtain Planning Permission, Listed Building Consent or Building Control approval – where appropriate – before any works are carried out.

Permitted Alterations

- 10.4 Tenants do not need to ask for permission before they make minor alterations to their homes, such as:
 - internal decorations or painting their front door

- installing carpets or vinyl flooring
- installing shelves or curtain rails
- hanging wall cabinets

Adaptations That Require Housing Services' Consent

- 10.5 Tenants will need to request Housing Services' permission if they wish to make any major alterations or adaptations their Council home. This includes:
- installing a new bathroom, bath or shower.
 - installing a new kitchen.
 - installing a new driveway.
 - removing any walls (internal or external).
 - making any changes to the property's electrical wiring or gas pipes
 - making any adaptations that affect communal spaces, external doors, window, stairs or floors.
 - making any large-scale alterations.
- 10.6 A Bath & North East Somerset Council surveyor may have to visit a property to assess the proposed works before any decision on permission can be made.
- 10.7 The Council will always write to their tenants to confirm whether they will allow the requested works.
- 10.8 Works can only start on site once a tenant has received Housing Services' written consent. Any significant or structural works carried out without Housing Services' permission could result in the Council commencing eviction proceedings. Tenants will be liable for the total cost of 'making good' any unauthorised works.

Residents Who Are Not Allowed to Make Major Adaptations to Their Home

- 10.9 The Council will not allow its residents to make significant alterations to their homes – that they would otherwise need permission for – if a tenant:

- is on an introductory tenancy
- lives in a new build property, which is less than 12 months old
- is in rent or service charge arrears
- asks to make structural changes to a property that is less than 10 years old.

Unpermitted Alterations

10.10 The Council will not allow adaptations that could reduce the safety or value of their properties. This includes:

- removing internal walls in flats
- removing staircase bannisters
- replacing fire doors with conventional doors
- installing satellite dishes on flats
- removing kitchens, heating sources or bathrooms without installing replacements
- creating open fires, wood or ethanol burning stoves.

10.11 Housing Services may also be able to complete minor adaptions to a Council property to increase its accessibility.

11. Anti-Social Behaviour

11.1 Under the *Anti-social Behaviour, Crime and Policing Act 2014*, anti-social behaviour is defined as:

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

- conduct capable of causing housing-related nuisance or annoyance to any person.
- 11.2 Council tenants must take all reasonable steps to prevent anyone who lives in or visits their property from carrying out any nuisance, annoyance, harassment or any other form of anti-social behaviour.
- 11.3 Bath & North East Somerset Council will not tolerate anti-social behaviour. As a value based organisation, the Council hopes to empower its residents and build supportive and trusting relationships between its tenants and staff, with a commitment to focus on preventing anti-social behaviour. We will aim to stop anti-social behaviour by prioritising our communities and adopting a witness centred approach.
- 11.4 Housing Services are committed to working with all existing frameworks and services set up by the Council to address and deal with anti-social behaviour, within Council owned residential premises. The Council will always work with other agencies – such as the police, social services, support agencies and neighbourhood enforcement officers – to try and resolve any reports of anti-social behaviour.
- 11.5 Any actions taken by the Council will depend on the type of anti-social behaviour and its perceived level of seriousness. The Council can use the full scope of its powers to take action against proven perpetrators.
- 11.6 The Council expects complainants and witnesses to cooperate fully to resolve any reported anti-social behaviour and to work in partnership with other organisations to resolve the situation.
- 11.7 The Council is committed to safeguarding and promoting the welfare of its residents. Where safeguarding concerns are raised, Council staff will follow the organisation's safeguarding procedures.

Anti-Social Behaviour and the Limits to What the Council Will Investigate

11.8 Anti-social behaviour can include:

- violence or threats of violence to another person
- harassment¹
- hate crime and hate incidents²
- verbal abuse and offensive behaviour
- unreasonable and persistent noise
- graffiti and criminal damage
- drug or alcohol use leading to a person or group of people causing alarm, harassment and distress to others.

11.9 In any situation where anti-social behaviour involves a criminal activity, violence or the threat of violence, residents should immediately contact the police. Call 999 in an emergency or 101 in a non-emergency. You must then report the matter to Bath & North East Somerset Council.

11.10 Conduct that may cause a nuisance to or distress one person may not be seen as disruptive by someone else. The Council will not investigate reports associated with:

- normal daily noises, for example residents flushing toilets, closing doors or using the stairs
- noise from babies crying or children playing
- minor personal or family disputes
- one off parties
- people being rude, unreasonable or disagreeable

¹ Harassment is where an individual is targeted repeatedly with behaviour that could be expected to cause distress or fear, in a reasonable person. This could involve intimidating phone calls, name calling or abuse. Harassment can occur through technology (including social media) or in person.

² A hate crime is any criminal offence, which is perceived by the victim - or any other person - to have been motivated by hatred, bias or prejudice against another person because of their actual or perceived: race, religion, sexual orientation, disability or gender.

- name calling/disputes on social media, unless it is part of a wider harassment case.
- 11.11 The Council will not investigate anonymous reports of anti-social behaviour.
- 11.12 The Council will treat all information you give us in confidence and in accordance with legal requirements.

Animals

- 11.13 Pets that are reasonable and appropriate to tenant's accommodation may be kept, such as a small-medium dog, a cat, tank-based pets etc.
- 11.14 All dogs must be kept on a lead in any communal, residential areas owned by the Council. Working service animals are exempt from this provision.
- 11.15 It is a pet owner's responsibility to remove any defecation created by animals on Council property.

12. Domestic Abuse

- 12.1 Under the *Domestic Abuse Act 2021*, domestic abuse occurs when: (1) one individual acts in a way that is abusive to another person, (2) the individuals are personally connected and (3) both parties are 16 years old or over. The legislation defines abusive behaviour as:
- physical or sexual abuse
 - violent or threatening behaviour
 - controlling or coercive behaviour
 - economic abuse
 - psychological, emotional or other abuse.

It does not matter whether an individual's behaviour is a single incident or a part of course of conduct, when it meets the above criteria, it qualifies as domestic abuse.

- 12.2 Bath & North East Somerset Council will not tolerate domestic abuse.
- 12.3 No one should live in fear of abuse or violence. The Council recognises that domestic abuse can affect every group within society and it will investigate incidents where the perpetrator or victim is a Council tenant (or a member of their household), with rigour.
- 12.4 The Council will adopt a victim centred approach to its investigations into domestic abuse. Victims' personal safety will remain a priority throughout.
- 12.5 The Council will actively look to empower victims with informed choices. The local authority will respect the actions that victims of domestic abuse wish to take.
- 12.6 If Council residents have to leave their home because of domestic abuse, Housing Services will seek to evict the perpetrator wherever possible.
- 12.7 Housing Services will respect and maintain resident's confidentiality.
- 12.8 The Council recognises the importance of working collaboratively to prevent and respond to domestic abuse.

13. Eviction Policy

- 13.1 If a tenant breaks the terms of their tenancy agreement the Council expects its residents to rectify the situation within an agreed time. In situations where a tenant is in rent arrears, they must repay their debt promptly or agree a realistic plan to repay any monies owed in regular and manageable amounts. If a resident's anti-social behaviour has affected their neighbours then the former will be required to improve their conduct. If a tenant does not rectify the situation within the agreed time frame, or if any serious problems – such as violent or illegal behaviour – arise, the Council will start legal action to end the tenancy.

14. Complaints Policy & Feedback

- 14.1 We want to provide good quality services but sometimes things can go wrong. If this happens, we need to know so that we can put it right and learn from the experience. We welcome comments or suggestions that help us to improve the service.
- 14.2 Complaints will be dealt with according to the Council's Complaints procedure. You can make a formal complaint online by visiting: <https://beta.bathnes.gov.uk/make-complaint>
- 14.3 If a tenant is not satisfied with the outcome of their complaint, they can then directly contact the Housing Ombudsman.

15. Compensation Policy

- 15.1 At times, the service provided by the Council to its tenants could fall short of the standard expected. Wherever possible, Housing Services will explore a variety of remedies and it will consider whether a practical action could – either fully or partially – resolve a situation. The Council will work to resolve any issues that are identified quickly.
- 15.2 Housing Services will always apologise for service disruptions or instances where we have failed to meet our standards.
- 15.3 In certain situations where there has been a service disruption, Housing Services may determine that compensation is appropriate. Compensation is something that is given to indemnify an individual (or a group) for loss, suffering or injury.
- 15.4 Compensation, in either a financial or non-financial form, will only ever be used to restore a tenant to the position they would have been in if a service failure had not occurred.
- 15.5 This compensation policy is intended to constructively resolve small claims for compensation from the Council, in connection with its residential accommodation. The Council has liability insurance that, separately, provides cover for all significant claims for damages. Under the terms of this compensation policy, compensation will not be considered for:

- significant claims for personal injury
 - claims for damage caused by circumstances outside of the Council's control – for example, through storms or flooding
 - cases that are subject to an ongoing insurance claim for liability against the Council or a Council employee
 - problems caused by a third party not working for the Council
 - instances where damages are covered by a resident's contents insurance.
- 15.6 Each case will be considered on its own merit. Housing Services may consider the actions taken by complainants, residents and third parties, working on behalf of the Council, to determine whether compensation or other remedial actions are appropriate. Any compensation, gestures of goodwill or other remedial actions will be appropriate, fair and proportionate.
- 15.7 The Council will comply with its statutory and regulatory obligations to compensate residents, in appropriate and qualifying situations. Mandatory payments could, for example, be made when a resident experiences home loss or when they have improved a Council property, with Housing Services' consent, prior to the end of their tenancy.
- 15.8 Housing Services will look to anticipate service disruptions, failures or withdrawals that will affect its residents – for example, in connection with carrying out planned works. If the Council are unable to do so, Housing Services may consider offering discretionary compensation.
- 15.9 When it is appropriate, it may be appropriate for Housing Services to consider the length of any service disruption; the frequency of the situation; the severity of it; the impact on residents and any other relevant information before agreeing to a quantifiable loss payment. Any quantifiable costs must be reasonably incurred and residents are required to provide evidence of any loss they have suffered.
- 15.10 Housing Services will separately create a procedure for determining and calculating compensation relating to its residential accommodation. This will ensure that this policy is applied fairly and consistently.
- 15.11 Housing Services may consider compensation in the following situations:
- where services that are normally provided are not
 - where a resident suffers loss because of the Council's failure to carry out adequate repairs and/or improvements

- where a resident suffers a loss due to the failure of a service
- when a planned, service disruption or withdrawal occurs – this could include when major works or improvements to a property are carried out
- where a service failure causes a resident distress or inconvenience

The above is not an exhaustive list.

- 15.12 If a third party acting on the Council's behalf is accountable for a service failure, Housing Services will look to resolve the situation directly with the residential tenant in question. The Council may then subsequently look to recover any payments made from the third party.
- 15.13 Any compensation awarded will be considered an ex-gratia payment – i.e. when there is no obligation or liability on behalf of the Council to pay it – that was provided in full and final settlement of a complaint.

16. Residents Consultation

- 16.1 Whenever possible, Housing Services will consult the Council's residential tenants on matters of housing management. Housing management includes the maintenance, improvement or demolition of properties, which are let by the Council through secure tenancies and any services provided to secure tenants – it does not include rent or service charges.
- 16.2 The Council will consult with its residential tenants in accordance with the organisation's Community Engagement Charter.³ We want to ensure that we provide an extensive and meaningful programme of engagement and, when we consult on decisions, that we do this in a timely, clear and transparent way.
- 16.3 Not all Council decisions can be determined solely by responses from public discussion. Some are governed by statutory requirements, some are limited by financial

³ <https://beta.bathnes.gov.uk/bnes-council-corporate-strategy-2020-2024/community-engagement-charter>

constraints and some involve a range of other factors that require detailed consideration.

17. Advice & Assistance

- 17.1 For any general tenancy or housing advice queries, please contact the Housing Options & Advice Team on 01225 396296 or email HousingOptions_AdviceTeam@BATHNES.GOV.UK
- 17.2 Housing Services may signpost individuals to external agencies who can support tenants with their finances or provide income maximisation, debt and benefit advice or alternative forms of support.
- 17.3 If you are a low income household and able to provide evidence that you are experiencing financial hardship, you may also qualify for additional help from the Council's Welfare Support Team. This service is unable to provide cash or loans and there are limited funds available. However, the team may be able to issue food vouchers, support you with buying furniture or household items or refer you on to charities who could help. You can find more information about Welfare Support on our website <https://beta.bathnes.gov.uk/apply-welfare-support> or by calling 01225 477277.

18. Data Protection

- 18.1 The Council will collect and maintain its tenants' personal data for the purposes of housing management.
- 18.2 Social housing applicants' personal data will be held in accordance with the B&NES Residential Tenancy Privacy Notice.

- 18.3 The Council will consider the requirements of General Data Protection Regulation (GDPR), the Data Protection Acts (1998 and 2018) and other legislation, as necessary, in respect to personal data.

- 18.4 The Council may share personal information with other agencies including registered providers, private landlords, local authorities, the Home Office, Immigration and Nationality Directorate and other government departments and agencies. Privacy notices are available on the Council's website www.Bathnes.gov.uk