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1. INTRODUCTION

Coastal Housing Group's, ("CHG's") vision is to provide homes and services that enable our residents to thrive and the communities we serve to prosper.

Whilst this policy is intended to provide an accessible insight into how CHG manage some of the many and varied situations that can arise when managing tenancies, we are proud to be a flexible and empowered organisation. To this end, CHG will continue to place a great importance on the expertise and sound judgment of its community housing officers and managers. In each case it will be the responsibility of the relevant officer and / or manager to determine how best to address a given situation. All decisions will be taken in the interests of furthering CHG's values and community objectives.

This policy is owned by the Head of Community Housing. The effectiveness of the policy and provision of training will be reviewed annually. This exercise will ensure that the policy is up to date and remains relevant to our needs.

Throughout this policy the term 'tenant' and 'resident' are both used as in the main, the content refers to rights and responsibilities under the tenancy agreement.

2. PURPOSE

The purpose of this policy is to demonstrate how CHG operates in specific areas of housing management.

3. PRINCIPLES

- To listen and understand what the issue is
- To keep people informed and up to date throughout
- To manage expectations by providing realistic information
- To support people to take ownership/responsibility of the issues
- To be keep up to date with changing legislation.

4. LEGISLATION

- Anti-Social Behaviour Crime and Policing Act 2014
- Equality Act 2010
- Housing Act(s) 1985, 1988, 1996 and 2004.
- Housing (Wales) Act 2014

5. EQUALITY AND DIVERSITY

CHG is committed to equal opportunities and this policy will be operated fairly and equally. CHG will not discriminate, harass or victimise any complainant, witness, or other interested or involved party on the grounds of any protected characteristic(s).

The protected characteristics under the Equality Act are:

Age	Pregnancy and Maternity	Sex
Disability	Race	Sexual Orientation
Gender reassignment	Religion of Belief	Marriage / Civil Partnership

CHG must, in the exercise of its housing management functions, have due regard to the need to:

- (a)** eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under this Act;
- (b)** advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;

This includes the need to:

- (i) remove or minimise disadvantages suffered by persons who share a relevant protected characteristic that are connected to that characteristic;*
- (ii) take steps to meet the needs of persons who share a relevant protected characteristic that are different from the needs of persons who do not share it;*
- (iii) encourage persons who share a relevant protected characteristic to participate in public life or in any other activity in which participation by such persons is disproportionately low.*

- (c)** foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

This includes the need to:

- (i) tackle prejudice, and*
- (ii) promote understanding.*

We are not a public authority but we do exercise public functions when we allocate and manage social housing. This means that we have to have regard to the matters mentioned above.

Compliance with the duties in this section may involve treating some persons more favourably than others; but that is not to be taken as permitting conduct that would otherwise be prohibited by or under this Act.

6. DATA PROTECTION

CHG operates a specific Data Protection Policy which governs how the organisation will manage the collection, retention, processing, management and disposal of individual's personal data and special category data. The policy is designed to incorporate all of the legal requirements contained in Data Protection Act 2018, the GDPR and all guidance and best practice issued by the Information Commissioners Office from time to time.

In addition, when dealing with information relating to anti-social behaviour CHG will be careful to differentiate between what information they are able to use and share in investigations and that which they are not.

7. WELSH LANGUAGE

CHG appreciates that members of the public can express their opinions and needs better in their chosen language. Therefore we will ensure that services are available through the medium of Welsh if requested, are of a high quality and provided in a timely manner.

8. POLICY STATEMENTS

Abandonment

CHG understand that residents and / or members of their household will sometimes leave properties for extended periods of time for a variety of reasons. CHG also respect the fact that an extended absence from a property by the resident and / or their family is not in itself categorical proof of abandonment. The law requires CHG to establish reasonable grounds to presume a property has been abandoned before we are entitled to treat it as such.

In managing such properties CHG will be mindful of rent loss, whilst also ensuring that we act in a manner which cannot be held to be in violation of the interests of the residents(s). No property will be treated as abandoned until the relevant Community Housing Officer has presented a case to satisfy the Community Housing Manager or nominated Senior Housing Officer that the property is so. In cases where the situation is not clear a Notice to Quit and possession order will be sought rather than sole reliance on any abandonment notice which may have been served.

If a property is deemed abandoned, it follows that all belongings and personal effects left at the property will be deemed likewise, and disposed of.

Access to Tenanted Dwelling

Once a property is let on an assured tenancy or similar, save for the reserved rights of re-entry contained in the tenancy agreement, or where the resident has given permission, it will not be permissible for CHG staff, agents and / or contractors to enter a resident's home.

CHG will expect residents to comply with reasonable requests for access. In the event that they do

not, tenancy enforcement action / injunction proceedings may be taken in response to refusal(s) for access so long as it is reasonable and proportionate to do so in all the circumstances of the case.

Anti-Social Behaviour

Please refer to our specialist Anti-Social Behaviour Policy.

Assignment (See also section on Mutual Exchange/Transfer)

People will only be able to join a tenancy as a legal tenant if they would otherwise satisfy the succession criteria contained within the tenancy agreement.

The section on Joint Tenancies details how tenants may be properly removed from the tenancy agreement, if required.

Business Use (Unauthorised)

Terms relating to the use of residential accommodation for business purposes are contained within the tenancy agreement.

These may be relaxed or extended at the discretion of the Community Housing Managers or nominated Senior Housing Officer so long as in doing so, the result is consistent with CHG's values and community objectives.

In the event that resident(s) do operate commercial activities from their home either without permission or outside of the terms of agreement, tenancy enforcement action / injunction proceedings may be taken to address the issue so long as it is reasonable and proportionate to do so in all the circumstances of the case.

CCTV/Fob Access Data

CHG operates a network of CCTV installations across its offices and residential properties. Access to footage captured by CCTV may be viewed in accordance with CHG's data protection policy and associated guidance.

In addition, many of CHG's buildings / communal areas are accessed by the use of a fob. CHG retain data on fob use to access buildings and communal areas and this may be reviewed by CHG in accordance with CHG's data protection policy and associated guidance.

Change of Tenant's Name

A request to change a name of a party to a tenancy agreement will only be considered where proof of change of name is provided via documentation such as: valid marriage certificate or Deed Poll etc.

Death of Tenant

CHG recognises that death does not end a tenancy and that tenancy rights can be passed on either by way of succession, (see below), or by will / intestacy.

If a joint tenant dies, their interest in the tenancy may pass to the surviving joint tenants. No new tenancy will be issued in these circumstances but the matter will be recorded on the file. This will count as a succession of the tenancy and so may prohibit future successions.

If a resident dies and leaves the tenancy to another person under a will or it is inherited via intestacy, CHG reserve the right to review the situation and may serve legal notice to recover possession of the property.

If a resident dies and it is not clear whether there is any will or anyone entitled to inherit the tenancy, and there are no rights to succeed the tenancy, notice to quit will normally be served on the personal representatives of the deceased at the tenancy address in order to legally recover possession of the property.

Special rules may apply to certain schemes such as, but not limited to those specifically allocated to residents over a specified age.

Decanting

A decant will be required when it becomes necessary to move a resident(s) and their household from the tenancy address temporarily so as to facilitate required works being done to the property and / or the surrounding area. Before the resident(s) is / are permitted to reside at the alternate address they will be issued with a decant licence agreement for the temporary property. They will not then be permitted to return to the principal home, until such time as the works are completed and they are authorised to do so by CHG.

If a resident wishes to transfer their tenancy to the temporary decant address this will be dealt with as an application to transfer. See Transfers below.

Reasonable costs associated with a decant will be met by CHG. Any issues in dispute in this respect will be determined by the relevant Community Housing Manager or nominated Senior Housing Officer.

Declarations of Interest

All employees, (including board members) and contractors of CHG are reminded of the importance of being fully aware of and fully complying with the Group's declarations of interest policy. Any failure to declare an interest / relationship which results in an applicant, resident, leaseholder, operative and / or member of staff or any member of their family receiving a benefit or being placed in a position whereby they are more likely to receive a benefit may be treated as a disciplinary matter.

See also *Appendix 1* in respect of securing housing with the Group and the separate Schedule One Policy.

Disrepair

CHG recognises that it is legally responsible for the maintenance of many aspects of let properties.

Principally these obligations are contained within s.11 Landlord and Tenant Act 1985. CHG is committed to keeping all properties in a good state of repair and responding to maintenance calls efficiently and effectively.

If any letters before action / claims for disrepair are served upon CHG, they will at once be forwarded to the in house solicitor who will assess them and respond accordingly.

Domestic Abuse (in housing)/Safeguarding

Please refer to our specialist Domestic Abuse and Safeguarding policies.

Equality Act 2010/Public Sector Equality Duty material considerations.

See below: Public Sector Equality Duty / Equality Act 2010 material considerations.

Mutual Exchange /Transfer

Demoted tenants have no legal right to exchange or transfer so these transactions will only be permitted in exceptional circumstances to be determined by the relevant Community Housing Manager or nominated Senior Housing Officer.

All other residents of CHG will have the right to exchange homes in accordance with the rights granted in their tenancy agreement. An exchange will only be refused by CHG for one or more of the reasons stipulated below:

- a) The tenant or proposed assignee has any rent arrears on their rent account.
- b) The tenant or proposed assignee has unpaid recharges / other such debts outstanding to their landlord
- c) The condition of the property is deemed unsatisfactory by the relevant Community Housing officer.
- d) The tenant or the proposed assignee is subject to an order of the court for the possession of the dwelling-house of which he is the secure [or assured] tenant.
- e) Proceedings have been begun for possession of the dwelling-house of which the tenant or the proposed assignee resides or there has been served on the tenant or the proposed assignee a notice of proceedings for possession which is still in force.
- f) Proceedings have been begun for possession of the dwelling-house of which the tenant or the proposed assignee is the secure or assured tenant or there has been served on the tenant or the proposed assignee a notice of proceedings for possession which is still in force.
- g) Proceedings have been begun for possession of the dwelling-house of which the tenant or the proposed assignee is the secure or assured tenant or there has been served on the tenant or the proposed assignee a notice of proceedings for possession which is still in force.
- h) Proceedings have been begun for possession of the dwelling-house, of which the tenant or the proposed assignee is the secure or assured tenant, which include the absolute ground for possession for anti-social behaviour, or there has been served on the tenant or the

proposed assignee a notice of proceedings for possession on absolute ground for anti-social behaviour which is still in force.

- i) The dwelling-house is subject to a closure notice or closure order under Chapter 3 of Part 4 of the Anti-social Behaviour, Crime and Policing Act 2014.
- j) The accommodation afforded by the dwelling-house is substantially more extensive than is reasonably required by the proposed assignee.
- k) The extent of the accommodation afforded by the dwelling-house is not reasonably suitable to the needs of the proposed assignee and his family.
- l) One of the properties in question relates to a form of service occupancy agreement.
- m) One of the properties in question forms part of or is within the curtilage of a building which, or so much of it as is held by the landlord, is held mainly for purposes other than housing purposes and consists mainly of accommodation other than housing accommodation, or is situated in a cemetery, and was let to the tenant or a predecessor in title of his in consequence of the tenant or predecessor being in the employment of— The landlord; a local authority; a [development] 1 corporation; a housing action trust; a Mayoral development corporation; an urban development corporation; or the governors of an aided school.
- n) The landlord is a charity and the proposed assignee's occupation of the dwelling-house would conflict with the objects of the charity.
- o) The dwelling-house has features which are substantially different from those of ordinary dwelling-houses and which are designed to make it suitable for occupation by a physically disabled person who requires accommodation of the kind provided by the dwelling-house and if the assignment were made there would no longer be such a person residing in the dwelling-house.
- p) The landlord is a housing association or housing trust which lets dwelling-houses only for occupation (alone or with others) by persons whose circumstances (other than merely financial circumstances) make it especially difficult for them to satisfy their need for housing and if the assignment were made there would no longer be such a person residing in the dwelling-house.
- q) The dwelling-house is one of a group of dwelling-houses which it is the practice of the landlord to let for occupation by persons with special needs and a social service or special facility is provided in close proximity to the group of dwelling-houses in order to assist persons with those special needs and if the assignment were made there would no longer be a person with those special needs residing in the dwelling-house.
- r) The dwelling-house is the subject of a management agreement under which the manager is a housing association of which at least half the members are tenants of dwelling-houses subject to the agreement, at least half the tenants of the dwelling-houses are members of the association and the proposed assignee is not, and is not willing to become, a member of the association.

All decisions surrounding applications to exchange must be dealt with and communicated to the applicant(s) within 42 days of receipt.

Unauthorised exchanges will not be permitted or recognised by CHG. Any such activity will be treated as unlawful occupation and as such proceedings for possession will be commenced upon CHG becoming aware of the situation.

Transfers

Transfers will only be permitted in exceptional circumstances as stipulated in the tenancy agreement or where there is some other significant reason to justify the transfer. These could include but are not limited to; overcrowding, affordability issues, risk of violence etc. Even where a transfer is approved, CHG reserves the right to impose reasonable conditions upon the applicant before the transfer is actioned. Each application will be dealt with on a case by case basis.

Garden/External Area Maintenance

CHG recognises that the appearance of our housing stock has a huge impact on our reputation as a landlord of choice. Further, we appreciate that if areas are tidy and well maintained; people are more likely to treat the areas with respect and want to live there. The opposite is also true. CHG will not tolerate the appearance of external areas of properties / areas we own or manage deteriorating to an unacceptable level. If, in the opinion of any CHG employee any such areas become eyesores and / or health hazards, CHG will address the issue with the tenant(s) / wider community generally. It will then be at CHG's discretion as to whether or not they undertake remedial work and recharge the resident or insist, whether through court action or otherwise, that the tenant rectifies the situation themselves.

In serious cases, residents should be aware that this could form a ground for injunction proceedings / tenancy enforcement action, including possession proceedings.

Gas Servicing

CHG recognises the fundamental importance of carrying out annual gas safety installation checks in all relevant properties. CHG is committed to achieving 100% compliance with its legal responsibilities in this respect.

CHG will expect residents to comply with reasonable requests for access. In the event that they do not injunction proceedings / tenancy enforcement action may be taken in response to continued refusals for access so long as it is reasonable and proportionate to do so in all the circumstances of the case. Equally where it is deemed necessary to do so, gas supplies may be temporarily suspended to a property pending completion of a full gas service.

If resident's wish for any works to be undertaken at their property which involve the connection, disconnection or any other interference with gas installations, these can only be done by an appropriately qualified engineer. CHG will intervene and take action where it identifies any breach of this requirement.

Property Condition/Hoarding

Residents who fail to properly maintain the condition of their dwelling will breach their tenancy agreement and leave themselves liable to being subject to injunction proceedings / tenancy enforcement action. This relates to the interior and exterior of the property.

If the condition of a property falls to an unacceptable level due to the amount of things kept within it or outside / around it, CHG will investigate the situation. If it transpires that mental or physical health issues of the resident / household have contributed to the situation then CHG will take a holistic approach to addressing the situation whilst paying proper and full regard to its obligations under the Equality Act 2010. Notwithstanding this, in the most severe cases and where it is proportionate and legitimate to do so, CHG may commence injunction proceedings / tenancy enforcement proceedings against the resident(s) to either address the behaviour complained of or to recover possession of the property in question.

Improvements/Alterations

Residents should refer to the specific clauses of their tenancy agreements for more information in this respect.

It follows that permission for certain improvements / alterations will be given, but others will not. Housing and maintenance teams may liaise with each other before decisions are made in this respect before decisions and reasons for those decisions are communicated to the resident(s). Further where such permission is given it will often be conditional on the resident(s) securing the appropriate permissions / approvals and work being carried out to an acceptable standard. Failure to adhere to these conditions may lead to permission being withdrawn and enforcement action being taken.

If improvements lead to a substantive change in the fabric of the dwelling, CHG may increase the rent and service charges in respect of the property.

In any event CHG will not pay any resident / departing resident compensation for any such improvements undertaken at any property. Nor will the fact that improvements / alterations have been carried out at the property be a defence to any enforcement / possession proceedings which may be issued by CHG.

Joint Tenancies

Where a tenancy is a joint tenancy, each resident will be jointly and severally liable for all responsibilities and obligations under the agreement. This means that in respect of any breach of terms of the tenancy, CHG is at liberty to enforce against one and / or all residents named on the agreement.

Until such time as a resident(s) named on the agreement is/are properly released from their obligations under the agreement, even if they have moved away from the property / been absent

for some time, they will remain liable under the terms of the agreement for any breach of terms and resulting loss. As such, they may be a party to any legal proceedings which may be issued by CHG.

Hence it is vital that all tenants / residents understand that if they want to be removed from the tenancy, they must do so formally by applying to the organisation in writing. CHG's permission is required before anyone can be removed from any agreement.

Knowledge of Fraud

Fraud can be broadly defined as deception created by person / group of persons for the purposes of obtaining financial or personal gain. In any event it is an illegal act and as such can never be tolerated or ignored by CHG. In a housing context fraud can take many forms, including but not limited to:

- a) Inaccurate / false information provided to facilitate Housing Benefit / Universal Credit claims
- b) Inaccurate / false claims in applications / lettings process.
- c) Unlawful / unauthorised sub-letting
- d) Running a business from a residential property without permission.

Information around concerns of fraud should be gathered by the relevant Community Housing Officer(s) and referred to the Community Housing Manager or nominated Senior Housing Officer if deemed necessary. Where action is deemed criminal, all matter will be referred to the relevant Local Authority Tenancy Fraud Team and / or the Police. Other matters will be dealt with by CHG in a strict yet proportionate manner.

Lodgers/Subletting

It can be difficult to establish a difference between these two practices. CHG defines the difference is that a lodger will have the rights you would associate with a house guest e.g. they will be permitted to stay in a room at the property and share facilities with no formal agreement in place. A sub-tenant arrangement is different and may, but not always, incorporate a written sub-tenancy agreement. A sub-tenant will normally have full rights over a certain part of the accommodation – i.e. a bedroom, which they are entitled to lock and exclude the principal tenant / resident from.

Residents(s) who are not demoted tenants are permitted to take in lodgers and sub-tenants in strict accordance with the terms of their tenancy agreements. Any action taken in this respect outside the provisions of the tenancy agreement will be treated as a breach of tenancy and should the resident refuse to rectify the breach after being given appropriate time to do so, CHG may intervene and take injunction proceedings / tenancy enforcement action.

The resident will be responsible for the behaviour and conduct of any lodgers and / or sub-tenants whilst they are at the property and in the vicinity of the property.

Lone Working

CHG recognises its responsibility to assess, manage and mitigate risks posed to staff, especially the housing and maintenance teams in working alone during the course of their employment, especially when outside of CHG's offices.

CHG operates a Red Flag Policy which is attached as *Appendix 2* to this policy. This policy is designed to highlight potential risks to staff in a way that is fair and proportionate to all parties. This policy also helps to ensure that the key principles of Data Protection are adhered to. All employees and contractors of CHG are reminded of the importance of being fully aware of and fully complying with this policy.

Employees must assess risk before any meeting with applicants / residents or other third parties. If any risk at all is identified then the meeting must take place at the office or as a joint visit in a safe environment.

Any employee going out of the office on any type of CHG business will enter the appropriate times and destinations in their Outlook calendar. They must also ensure that their work mobile phone and lone working device are with them at all times and are charged and fit for use.

If upon attending a meeting, employees have any cause for concern, they will leave the area immediately and when safe do so, report matters back to their line manager. Causes for concern will include but are not limited to:

- Numerous people / visitors in and around the property
- The resident / other persons in the property are drunk / under the influence of drugs
- The property appears extremely disorderly and it is deemed unsafe to enter alone.
- The resident appears angry or aggressive
- Demands are made of the employee which they are not happy to agree to.

If any incidents occur whilst on site, staff will use their Lone Working Device and / or call the Police as is necessary.

Employees must ensure that detailed contemporaneous notes are filed on the relevant system as soon as possible where any lone visit has been undertaken.

Media, Press and Social Media

All employees and contractors of CHG are reminded of the importance of being fully aware of and fully complying with the Group's social media and other media communications policies.

For the avoidance of doubt no staff are to communicate on social media or speak to journalists regarding matters relating to the Group's business unless specifically authorised to do so by their Head Of Service or Executive Director, in advance.

Media Installations Policy

If the fabric of a building is to be affected by any installation, the permission of the Maintenance Officer is required before any installations are undertaken. Such permission is not to be unreasonably refused and where refused reasons will be provided for such. CHG reserves the right to approve all installations and ensure that works do not affect the overall appearance of its property. Wayleave Agreements can only be signed by the Head of or Director of Development, or any officer designated by them from time to time.

Motor Vehicles/Parking

CHG will where possible, provide designated parking spaces for residents' motor vehicles. Where such spaces are provided residents should park their vehicles in this area, and not on any other land owned by the CHG. CHG expects residents to make use of designated off-street car parking where it is available rather than parking on the street.

CHG will not permit the use / storing of untaxed / un-roadworthy vehicles on any of its land at any time or for any purpose. Enforcement action may be taken against owners of these vehicles if they can be identified. If owners cannot be identified and / or if vehicles are deemed abandoned then they may be removed and destroyed with the assistance of the Local Authority.

No business / commercial activity associated in any way with any motor vehicle(s) is permitted without express written prior consent from CHG.

Residents should not carry out maintenance to any road vehicle on land owned by the Association other than casual work of a minor nature to the resident's own vehicle.

Further, CHG will not permit the storage of trailers, caravans, motorhomes, boats or similar such objects or items on our land without express permission having been granted ahead of such objects being brought onto our land.

Overcrowding/Over Occupation

CHG will ensure that every tenancy agreement contains terms relating to how many people are permitted to occupy a given property.

If this number is exceeded meaning that the property becomes overcrowded, CHG will take action, and if necessary legal action to either restrict persons from living at the property or move a family to a more suitable property.

Pets

CHG promotes responsible pet ownership and recognises the benefits that pet ownership can bring to our residents and communities in terms of companionship and positively effecting people's health and wellbeing.

Pets are generally permitted save for situations where the Community Housing Manager or nominated Senior Housing Officer believes that the situation is absolutely unreasonable. Such

situations will be made clear to applicants ahead of any allocation being approved or exchange / transfer being completed.

If during a tenancy, residents wish to acquire a pet which will live in our property; our permission must be sought and obtained first. Where permission is refused, reasons will be given to explain this decision.

If the animals in question cause / significantly contribute to nuisance being caused to neighbours / other local residents, then the issue will be dealt with as nuisance under the relevant terms of the tenancy with regard to the anti-social behaviour policy.

Public Sector Equality Duty / Equality Act 2010 Material Considerations.

CHG is committed to eradicating prejudice, discrimination, harassment and victimisation in all forms. As such, if action is to be taken against a resident and / or members of their household / visitors etc, a thorough appraisal of each resident's situation and circumstances will be carried out.

Right to Buy/Right to Acquire

Following the implementation of the Abolition of the Right to Buy and Associated Rights (Wales) Act 2018, this is no longer an option in Wales.

Section 8 Notices

Before any s.8 Notice Seeking Possession is issued, CHG must adhere to the relevant pre-action protocol. It follows that within the notice, detailed reasons must be provided as to why it is being served so that the tenant(s) has sufficient information to understand the situation and to take meaningful legal advice thereon.

Section 21 Notices

Before any s.21 Notice is issued, CHG, must adhere to the relevant pre-action protocol for social landlords using mandatory grounds for possession. It follows that with the notice detailed reasons must be provided as to why it is being served so that the tenant(s) has / have sufficient information to understand the situation and to take meaningful legal advice thereon. The cover letter for the s.21 notice must also offer a review of a decision to end the tenancy.

We will also ask anyone being served with a notice whether they have any personal circumstances or issues which may be relevant to the decision of whether or not CHG continue to seek to recover possession of their home.

Succession

All rights relating to and regarding succession are explained in CHG tenancy agreements and will be administered in accordance with these contractual rights and those statutory provisions as contained in Housing Act 1988. Where an application for succession is approved, the new tenant will be written to by CHG to acknowledge the succession. No new tenancy agreement needs to be issued and all records held by CHG will be updated to evidence the new resident's interest.

If a party has applied to succeed and the application is refused, CHG will write to the party concerned stating the reasons why the application was unsuccessful. Competing claims for succession will be determined by the Community Housing Manager or nominated Senior Housing Officer with reasons given to all applicants as to why their application was successful/refused.

Transfers

See Mutual Exchanges/Transfers above.

Unauthorised/Illegal Occupation

Unlawful occupation can occur in many and varied ways. If the occupation involves person(s) occupying residential accommodation owned by CHG, then the Police may be called to exercise their powers to secure vacant possession. In this instance CHG will endeavour to identify the parties who unlawfully occupied the property and action will be taken to recover damages for any loss resulting from their conduct.

If the unauthorised occupation relates to a let property, for example where a resident is unable to remove an unwanted visitor / intruder from their home, the Police will always be contacted in the first instance. CHG may then consider applying for an injunction to restrain the unwanted visitors from returning to the property.

If the occupant claims to have been let into the property by the resident, the matter may be dealt with as a breach of the tenancy by the resident. If the unauthorised occupant refuses to vacate the property in a reasonable period, or the resident does not return to the property and live there as his or her principal home / in the event that they have moved out, appropriate legal action shall be taken against the resident(s) to recover possession of the property and if CHG conclude that the resident(s) is / are responsible for the situation which leads to CHG needing to intervene, CHG will look to recover the costs of any court action from the resident(s).

Void Control

CHG recognises the need to ensure that void properties are adequately managed and secured whilst uninhabited. The Head of Maintenance will be responsible for devising and implementing a system to ensure that properties are adequately secured, and checked to guard against vandalism, unauthorised occupation and use.

9. MEASURES, LEARNING AND IMPROVEMENT

The basis of all learning and study is quality data and CHG commits to keeping proportionate, purposeful, person-centred tenancy management records. We strive to produce leading measures that study how we are performing to purpose and lagging measures.

Measures are captured to understand specific details relating to housing management performance and these are regularly reviewed both in teams and at management level.

10. COMPLAINTS

Complaints regarding any aspect of how CHG make decisions and implement this policy can be made through the company's complaints process by contacting Coastal by telephone, email, live chat, visit or by letter. A copy of the complaints leaflet can be found [here](#).

APPENDICES

- 1 Guidelines for when employees, or board members apply for housing with the Group or when close relatives of employees or board members apply for housing with the Group (Schedule 1, Housing Act 1996).
- 2 Red Flag policy