

### 1. INTRODUCTION

- 1.1 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.
- 1.2 Whilst this policy is intended to provide an accessible insight into how CHG manages some of the many and varied situations that can arise when managing occupation contracts, 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.
- 1.3 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.

### 2. PURPOSE

- 2.1 The purpose of this policy is to demonstrate how Coastal 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. POLICY STATEMENTS

#### Abandonment

- 4.1 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 respects 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.
- 4.2 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).

- 4.3 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.
- 4.4 If a property is believed to be abandoned it follows that all belongings and personal effects left at the property will be deemed likewise and disposed of after 4 weeks of the end of contract.
- 4.5 Residents have up to six months to challenge CHG's decision to end an occupation contract due to abandonment.

#### **Access to a Dwelling**

- 4.6 Once a property is let, save for the reserved rights of re-entry contained in the occupation contract, 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.
- 4.7 CHG will expect residents to comply with reasonable requests for access. In the event that they do not, contract 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**

- 4.8 Please refer to our specialist Anti-Social Behaviour Policy.

#### **Assignment (See also section on Transfer)**

- 4.9 People will only be able to become a legal joint contract-holder with written consent from CHG.
- 4.10 The section on joint contracts details how contract-holders may be properly removed from the occupation contract, if required.

#### **Business Use (unauthorised)**

- 4.11 Terms relating to the use of residential accommodation for business purposes are contained within the occupation contract.
- 4.12 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.
- 4.13 If resident(s) do operate commercial activities from their home either without permission or outside of the terms of the occupation contract, enforcement action 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**

- 4.14 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.
- 4.15 In addition, many of CHG's buildings / communal areas are accessed using 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 Contract-Holder's Name**

- 4.16 A request to change a name of a party to an occupation contract 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 Contract-Holder**

- 4.17 CHG recognises that death does not always end occupancy and that occupation contract rights can be passed on either by way of succession, (see below), or by will / intestacy.
- 4.18 If a joint contract-holder dies, their interest in the occupancy may pass to the surviving joint contract-holder. No new occupation contract will be issued in these circumstances but the matter will be recorded on the file. This will count as a succession of the occupation-contract.
- 4.19 If a resident dies and leaves the occupancy to another person under a will, or it is inherited via intestacy, CHG reserve the right to review the situation and may not agree that the named person is able to succeed to the occupation contract.
- 4.20 If a resident dies, there is no will and there are no rights to succeed the occupation contract, occupancy will cease.
- 4.21 Special rules may apply to certain schemes such as, but not limited to, those specifically allocated to residents over a specified age.

### **Decanting**

- 4.22 A decant will be required when it becomes necessary to move a resident(s) and their household from a property temporarily to facilitate works being done to the property and / or the surrounding area. Residents will not be permitted to return to this principal home until such time as the works are completed and they are authorised to do so by CHG.
- 4.23 If a resident wishes to transfer their occupancy to the temporary decant address, this will be dealt with as an application to transfer. (See section on Transfers)
- 4.24 Reasonable costs associated with a decant will be met by CHG. Any issues of dispute in this respect will be determined by the relevant Community Housing Manager or nominated Senior Housing Officer.

## **Declarations of Interest**

- 4.25 All board members, employees, 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, 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.)

## **Disrepair /Fitness for Human Habitation**

- 4.26 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 and Part 4 of the Renting Homes (Wales) Act 2016. CHG is committed to keeping all properties in a good state of repair and responding to maintenance calls efficiently and effectively.
- 4.27 If any letters before action / claims for disrepair are served upon CHG, they will be reviewed by the Head of Maintenance and responded to accordingly.

## **Domestic Abuse / Safeguarding**

- 4.28 CHG recognises that abuse in the home can take many forms, including but not limited to; psychological, financial, physical, sexual, and emotional. CHG will not tolerate such abuse and where evidence of this is established, CHG will always look to intervene positively by firstly raising such issues with Community Housing Managers and where necessary the Head of Community Housing.
- 4.29 Any intervention by CHG, (which may include referrals to the Local Authority and to the Police), in such matters will always be subject lead and proportionate. It may however involve action for injunctive relief and / or possession proceedings, depending on the severity. No disclosures or contacts will be made outside of the organisation without the approval of the Executive Director of Operations.
- 4.30 Consideration will be given to industry guidance and best practice when determining how to best manage these situations.
- 4.31 Please also refer to our separate Domestic Abuse and Safeguarding Policies.

## **Fraud**

- 4.32 Fraud can be broadly defined as deception created by person / group of persons for the purposes of obtaining financial or personal gain. 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:
- Inaccurate / false information provided to facilitate Housing Benefit / Universal Credit claims
  - Inaccurate / false claims in applications / lettings process.
  - Unlawful / unauthorised sub-letting

- Running a business from a residential property without permission.
- 4.33 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, the 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.

#### **Garden / External Area Maintenance**

- 4.34 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 contract holder(s) / wider community generally.
- 4.35 It will be at CHG's discretion as to whether or not remedial work is undertaken and recharged to the resident or insist, whether through court action or otherwise, that the contract holder rectifies the situation themselves.
- 4.36 In serious cases, residents should be aware that this could form a ground for injunction proceedings / enforcement action, including possession proceedings.

#### **Gas and Solid Fuel Servicing**

- 4.37 CHG recognises the fundamental importance of carrying out annual gas and solid fuel safety installation checks in all relevant properties. CHG is committed to achieving 100% compliance with its legal responsibilities in this respect.
- 4.38 CHG will expect residents to comply with reasonable requests for access. If they do not, injunction proceedings / 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 suspended to a property pending completion of a full gas service.
- 4.39 If resident's wish for any works to be undertaken at their property which involve the connection, disconnection or any other interference with gas or solid fuel 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.

#### **Improvements / Alterations**

- 4.40 Residents should refer to the specific clauses of their occupation contracts for more information in this respect.
- 4.41 In general, a request to undertake an alteration / improvement to a property must be made in writing to CHG. A decision will be made within 6 weeks of the request and where permission

is granted, 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.

- 4.42 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.
- 4.43 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 defense to any enforcement / possession proceedings which may be issued by CHG.

#### **Joint Contracts**

- 4.44 Where an occupation contract is a joint contract, each resident will be jointly and severally liable for all responsibilities and obligations under the contract. This means that in respect of any breach of terms of the contract, CHG is at liberty to enforce against one and / or all residents named.
- 4.45 Until such time as a resident(s) named on the contract is/are properly released from their obligations under the contract, even if they have moved away from the property / been absent for some time, they will remain liable under the terms of the contract 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.
- 4.46 If a resident wants to be removed from a joint occupation contract, they must do so by writing to CHG and the other joint contract holder informing both parties of the date that they would like to be withdrawn from the joint contract. CHG will also write to the remaining joint contract holder confirming the other party's intention to withdraw from the joint contract and the date that this will happen.

#### **Lodgers / Subletting**

- 4.47 CHG defines a lodger as a person with 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 contract in place). A sub-let arrangement is different and may, but not always, incorporate a written sub-occupation contract. A sub-holder will normally have full rights over a certain part of the accommodation (e.g. a bedroom) which they are entitled to lock and exclude the principal resident from.
- 4.48 Most residents(s) are permitted to take in lodgers and sub-holders in accordance with the terms of their occupation contracts. Written permission must be sought from CHG in the case of sub-letting. If any conditions have been attached to consent granted by CHG, it is the resident's responsibility to make the sub-holder aware. The contract holder will be responsible for the behaviour and conduct of any lodgers and / or sub-holders whilst they are at, or in the vicinity of, the property.
- 4.49 Where consent for a sub-holder is refused, but a resident continues to allow that person(s) to sub-let the property, CHG will consider this a breach of contract. Should the resident refuse to

rectify the breach, after being given appropriate time to do so, CHG may take injunction proceedings / enforcement action.

### **Lone Working**

- 4.50 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.
- 4.51 CHG operates a Red Flag Policy which is attached as Appendix 2 to the Housing Management Policy. This policy is designed to highlight potential risks to staff in a way that is fair and proportionate to all parties. The 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.
- 4.52 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.
- 4.53 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 always with them, charged and fit for use.
- 4.54 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 being under the influence of alcohol and/or drugs
  - The property being extremely disorderly and it being deemed unsafe to enter alone.
  - The resident appearing angry or aggressive
  - Demands being made of the employee which they are not happy to agree to.
- 4.55 If any incidents occur whilst on site, staff will use their Lone Working Device and / or call the Police as is necessary.
- 4.56 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 Installations Policy**

- 4.57 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 will not be unreasonably refused, although reasons will be provided should this be the case. 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**

- 4.58 CHG will, where possible, provide designated parking spaces for residents' motor vehicles. Where such spaces are provided, residents should park their vehicles in these areas and not on any other land owned by CHG. CHG expects residents to make use of designated off-street car parking where it is available rather than parking on the street.
- 4.59 CHG will not permit the use / storage 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.
- 4.60 No business / commercial activity associated in any way with any motor vehicle(s) is permitted without written prior consent from CHG.
- 4.61 Residents should not carry out maintenance to any road vehicle on land owned by the CHG other than casual work of a minor nature to their own vehicle.
- 4.62 CHG will not permit the storage of large trailers, caravans, motorhomes, boats or similar such objects or items on its land without permission having been granted ahead of such objects being brought onto the land.

### **Overcrowding / over occupation**

- 4.63 CHG will ensure that every occupation contract contains terms relating to how many people are permitted to occupy a given property.
- 4.64 If this number is exceeded, meaning that the property becomes overcrowded, CHG will take action to either restrict persons from living at the property or move a household to a more suitable property.

### **Pets**

- 4.65 CHG promotes responsible pet ownership and recognises the benefits that pet ownership can bring to residents and communities in terms of companionship and positively effecting people's health and wellbeing.
- 4.66 Pets are generally permitted except where the Community Housing Manager or nominated Senior Housing Officer believes that the situation is unreasonable. Such situations will be made clear to applicants ahead of any allocation being approved or transfer being completed.
- 4.67 If during occupancy, residents wish to acquire a pet which will live in the property, permission must be sought and obtained first. Where permission is refused, reasons will be given to explain this decision.
- 4.68 If the animals in question cause, or significantly contribute to, nuisance being caused to neighbours / other residents, then the issue will be dealt with as nuisance under the relevant terms of the occupation contract and with regard to the anti-social behaviour policy.



### **Property Condition / Hoarding**

- 4.69 Residents who fail to properly maintain the condition of their dwelling will breach their occupation contract and leave themselves liable to being subject to injunction proceedings / enforcement action. This relates to the interior and exterior of the property.
- 4.70 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 matter 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 / enforcement proceedings against the resident(s) to either address the behaviour complained of or to recover possession of the property in question.

### **Public Sector Equality Duty / Equality Act 2010**

- 4.71 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.

### **Succession**

- 4.72 All rights relating to and regarding succession are explained in CHG occupation contracts will be administered in accordance with these contractual rights and the statutory provisions as contained in Renting Homes (Wales) Act 2016. Where an application for succession is approved, the new contract holder will be written to by CHG to acknowledge the succession. No new occupation contract will be issued and all records held by CHG will be updated to evidence the new resident's interest.
- 4.73 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.
- 4.74 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.

### **Transfer (assignment mutual exchange)**

- 4.75 Residents who are subject to a Prohibited Conduct Standard Contract, have no legal right to transfer their occupation contract and so these transactions will only be permitted in exceptional circumstances to be determined by the relevant Community Housing Manager or nominated Senior Housing Officer.
- 4.76 Other residents have the right to transfer in accordance with the rights granted in their occupation contract. A request to transfer will need to be made in writing. CHG will not

unreasonably withhold consent and takes into consideration factors such as size and suitability of property, as well as any previous contract breaches.

- 4.77 Unauthorised transfers 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 so as long as this is within 2 months of the unauthorised transfer.

#### **Transfer (Coastal to Coastal move)**

- 4.78 Transfers will only be permitted in exceptional circumstances as stipulated in the occupation contract or where there is some other significant reason to justify the transfer. These could include but are not limited to; overcrowding, affordability, 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.

#### **Unauthorised / Illegal Occupation**

- 4.79 Unlawful occupation can occur in many and varied ways. If vacant accommodation owned by CHG is occupied unlawfully, 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.
- 4.80 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.
- 4.81 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 occupation contract. 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 their principal home, appropriate legal action shall be taken against the resident(s) to recover possession of the property. If CHG concludes 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**

- 4.82 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.

### **5. LEGISLATION / REGULATION**

- 5.1 This policy takes into account the requirements of:

- Anti-Social Behaviour Crime and Policing Act 2014

- Equality Act 2010
- Housing Act(s) 1985, 1988, 1996 and 2004.
- Housing (Wales) Act 2014
- Renting Homes (Wales) Act 2016

5.2 and the requirements of the Welsh Government’s Regulatory Framework: -

RS3 - high quality services are delivered to tenants. The social landlord keeps tenants safe in their homes, delivers services which meet the diverse needs of tenants and achieves and maintains high levels of tenant satisfaction with services.

## 6. EQUALITY AND DIVERSITY

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

6.2 The protected characteristics under the quality Act are:

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

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

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

This includes the need to:

- remove or minimise disadvantages suffered by persons who share a relevant protected characteristic that are connected to that characteristic;
- 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;
- 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.

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

This includes the need to:

- tackle prejudice, and
- promote understanding.

6.4 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.

- 6.5 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.

## **7. DATA PROTECTION**

- 7.1 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 the legal requirements contained in Data Protection Act 2018, the GDPR, and guidance and best practice issued by the Information Commissioners Office.
- 7.2 When dealing with information relating to ASB, CHG will be careful to differentiate between what information it is able to use and share in investigations and that which it is not.

## **8. WELSH LANGUAGE**

- 8.1 CHG appreciates that residents can express their opinions and needs better in their chosen language. 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.

## **9. MEASURES, LEARNING AND IMPROVEMENT**

- 9.1 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.
- 9.2 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**

- 10.1 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.

**1. Introduction**

- 1.1 Welsh Government Circular 005/10 sets out guidance on permitted payments and benefits to staff and Board members of housing associations registered in Wales. Included within the circular are very specific rules which Coastal must comply with when staff or Board members, or any of their close relatives, apply for housing with the Group.
- 1.2 The rules also cover how Coastal must manage these occupation contracts as and when they are permitted.
- 1.3 It is very important that these rules are applied to our business without exception. Any queries relating to this policy should be referred to the Group's Head of Community Housing, ("HoCH").

**2. Procedure**

- 2.1 It will be the responsibility of the member of staff dealing with the application for accommodation with the Group to establish, insofar as possible, whether an applicant is an employee, (or has been an employee within the last 12 months), a board member, (or has been a board member within the last 12 months) or a close relative of either, at the earliest possible opportunity. If the member of staff receiving the application for accommodation, mutual exchange or transfer is satisfied that the applicant is an employee, (or has been an employee within the last 12 months) board member, (or has been a board member within the last 12 months) or close relative thereof, they must immediately and in any event no later than 5 working days of taking the application, notify the HoCH.
- 2.2 The HoCH will then supervise the management of the application process, from the outset to conclusion. This will be to ensure that the process is fair, transparent and managed in strict accordance with the Welsh Government rules. It will also enable the group to effectively monitor and audit performance in this area of allocation.
- 2.3 If it transpires that an employee / board member didn't realise a member of their family is already housed by Coastal, upon becoming aware, they must notify the HoCH immediately and in any event no later than 5 working days from becoming aware of the situation.
- 2.4 The application for accommodation with the Group will then be dealt with and managed in exactly the same way as it would be with any non-related applicant save for the HoCH will review the applications on a regular basis, including the status of the application and all notes on the communication between the Group and the applicant.
- 2.5 Before an applicant can be identified as the preferred applicant for accommodation with the Group, the matter will be referred to the Group's board of management for a decision on whether or not an offer of accommodation can be made. The Board's discretion in these matters will be limited to scrutinising the adequacy and legality of the process. It follows that this discretion cannot be unreasonably exercised.

- 2.6 If the application is approved, the applicant will be made aware of the Board's decision which itself will be properly recorded in the board meeting minutes. The allocation and lettings process will then be followed in the usual way.
- 2.7 If the application is declined, the applicant will be made aware of the decision and the reasons for the decision.
- 2.8 A register of these cases will be kept and retained by the Board. This register will include the name of the person concerned, their connection with Coastal, the address of the property in question, their job title and details of the board minute regarding the decision.
- 2.9 When the applicant is identified as the preferred applicant for an allocation, the Housing Officer will notify the HoCH and the application will be checked before a formal offer is made to the applicant to ensure that the correct procedures have been followed.

### **3. Conduct (including contractors)**

- 3.1 As an applicant or a contract holder, a close relative of an applicant or contract holder, an employee or board member must only contact staff in relation to housing issues in the same way that other applicants and contract holders would be able to. This includes checking on progress for applications, reporting repairs / anti-social behaviour and paying rent.
- 3.2 Whilst it might seem convenient, it is not appropriate to approach colleagues in the workplace to discuss housing issues without an appointment. You can of course use the telephone or e-mail to reach the people you need to speak to, or to arrange a time to meet with them in person to discuss issues.
- 3.3 Under no circumstances will it be acceptable for staff or board members or their close relatives to approach colleagues directly to discuss any issues relating to the possibility of them or their family being allocated a home with the Group or to discuss any ongoing issues should an occupation contract be in operation.
- 3.4 Further, if employees, contractors or board members have access to any information or housing management systems they must not use these to look at information relating to a relevant application, including internal systems which might indicate property availability.
- 3.5 Likewise if staff or board members are contract holders of Coastal, they must not look up information on any internal systems in relation to their / their families occupancy or any neighbouring / related occupancy.
- 3.6 If a situation arose whereby an employee would essentially be responsible for administering aspects of their own housing management service, conduct of such matters will be referred to the relative Community Housing Manager to facilitate. There are no permitted exceptions to this rule.

### **4. Declaration of interests**

- 4.1 It is the responsibility of the person administering the application for accommodation with the group to enquire as to whether or not a prospective contract holder, is an employee, (or has been an employee within the last 12 months) board member, (or has been a board member within the last 12 months) or close relative to any of these people. Whilst the Declaration of Interests register will be updated once a year, staff, contractors and board

members must notify the HoCH Manager of any relevant situations upon becoming aware of them. If you are unsure, it is better to include details of a potential connection rather than to not declare it, as soon as possible, so that the details can be included on the schedule 1 register.

## **5. Code of conduct**

- 5.1 These guidelines are not exhaustive and further details of appropriate interactions can be found in the Group's published Code of Conduct. Please exercise careful judgement when thinking about how you interact with services as an applicant or contract holder or close relative of an applicant or contract holder. Any compromise to our commitment to offer fair and equal services could be considered a breach of the Code of Conduct by bringing the organisation into disrepute. It may also lead to disciplinary action being taken against the employees, contractors or board members involved.

## **6. Governance and record keeping**

- 6.1 The Group must maintain a register of all applications and decisions made in this process. The register details should include: the name of the person concerned, their connection with the landlord, the address of the property concerned and the date and board meeting minute number of the meeting at which the decision was made relating to the allocation.
- 6.2 The Group is also required to notify the number of these cases within its overall schedule 1 reporting obligations to Welsh Government for the relative financial period.

## 1. Introduction

- 1.1 This policy aims to fulfil the group's health and safety responsibilities by identifying people, properties and / or other circumstances that cause staff concern for their safety / welfare or which may otherwise pose a risk to members of staff, relevant contractors and relevant partner agencies.
- 1.2 To this end, any contract holders or properties identified will have their Housing Management System record marked with a red flag. This is so that this critical information is available and obvious to all staff and agents to enable them to make informed decisions about their own personal safety when dealing with these matters going forward.
- 1.3 This policy also aims to ensure that CHG acts fairly, openly and consistently when identifying people to be red flagged and that any information which is created, stored and shared in respect of red flagged persons is dealt with strict accordance with the requirements of GDPR and the Data Protection Act 2018.

## 2. Management of information

- 2.1 CHG recognises that the creation, storage, processing and disposal of all information under this Policy must be done so fairly and lawfully. This means that any red flags, the reasons for them being put in place and the evidence used to determine that the red flag need to be put in place must be communicated with the relevant person when the red flag is put in place.
- 2.2 It follows that red flags will be put in place when there is evidence of a genuine risk posed to staff and agents and this evidence has been tested and it has been deemed necessary for the red flag to be put into place by the relevant Senior Housing Officer.
- 2.3 When red flags are placed on housing files, only the fact that a red flag is in place and a list of preventative measures / acts to mitigate risk will be recorded. The individual circumstances and specifics of the case, especially those relating to personal data and special category data will not be shared openly. This will help manage risk associated with unauthorised and unlawful processing of information or data loss.
- 2.4 Information pertaining to red flags on properties shall not be shared with any third-party agencies except when in strict accordance with the relevant provisions of the data protection legislation.
- 2.5 A register of red flags will also be kept and reviewed at **least every 6 months**. Any information that is deemed out of date or no longer relevant, will be removed from the records.

## 3. Procedure for implementing a red flag

### Definition of risk ratings and criteria

- 3.1 These definitions are intended only as a guide and not as a conclusive list. The actual assessment of risk ratings should be based on the individual circumstances and proper scrutiny of all of the available evidence.



### 3.2 Behaviour or circumstances which pose

#### **Some Risk:**

- Angry behaviours and or making aggressive personal comments about staff members or where behaviour that causes staff concern for their safety/welfare.
- Known substance misuse where there is evidence the substance can result in negative changes to the individual's behaviour which may pose a risk to staff.
- A known risk of used needles in property; this reflects the risk of needles being disposed of incorrectly even where the use of needles may be for a legitimate medical purpose.
- Contract holders, members of household or visitors making; false, vexatious, malicious complainants or allegations against staff or contractors. For the purposes of this procedure, a malicious or vexatious complainant is a person who makes 'unfounded, exaggerated or dishonest complaints'. These may in certain circumstances constitute a high risk. Please see below.
- Pets where they have or are perceived to be likely to cause a danger to people.

#### **High risk:**

- History of / evidence to show the likelihood of violence or threats of violence being directed towards CHG staff, agents and contractors.
- Unspent convictions for violent and / or sexual offences.
- Unspent convictions for offences relating to possession of weapons.
- Unspent convictions and / or known association with organised crime / street gangs.
- Serious, false, vexatious and malicious complaints/allegations against members of staff, agents, and / or contractors.

**This is not an exhaustive list and further risks could be considered for inclusion at the discretion of a Community Housing Manager (or similar).**

3.3 Cases involving persons subject to MAPPA or MARAC should be immediately referred to the Safeguarding Lead and Senior Housing Officer to consider whether a red flag should be attached to their housing file.

## **4. Procedure Detail**

4.1 Consideration must always be given to the full circumstances around a particular incident, including the alleged perpetrators own personal circumstances before any red flags are brought into action.

**Where information is provided by external sources:**

- 4.2 Information may be provided by an external source during or prior to the commencement of tenancy. This will be considered by the nominated Community Housing Officer and Senior Housing Officer who will decide if the information meets the red flag criteria.
- 4.3 It will then be the responsibility of the Community Housing Officer to ensure colleagues in maintenance and other departments are made aware of the situation.

**Where staff, agents and / or contractors report a violent or aggressive or otherwise concerning incident:**

- 4.4 When a member of staff, an agent or a contractor experiences a concerning incident, or is made aware of such an incident or situation by any other person, that person must complete a Red Flag Risk Assessment. This should include exact details of what has occurred including dates, times and, for example, any foul or abusive language used. Incidents can include face to face contacts, phone or written communication.
- 4.5 The completed assessment should be signed and passed to the Community Housing Officer for the appropriate area within one working day. If by necessity there is a delay in completing the Red Flag Risk Assessment, a verbal report should be submitted as soon as possible. Details of the verbal report should be recorded by the appropriate Community Housing Officer / Senior Housing Officer if the Community Housing Officer is not available.

**Reporting incidents from Maintenance staff / Contractors:**

- 4.6 All incidents involving maintenance staff or contractors should be recorded on the housing management system and a risk assessment should be completed. The responsible Maintenance Officer should also ensure that any contractors involved in incidents provide a detailed written report. The report should be forwarded to the Community Housing Officer to be recorded on the housing management system. The Maintenance Team Leader(s) should liaise closely with the member of staff or contractor involved and the relevant Senior Housing Officer before making a decision about the level of risk posed and appropriate action that should be taken.
- 4.7 Where needle stick incidents / risks have been reported in a property, this can be reported directly to the Community Housing Officer who will create the red flag marker on the system. It will be the responsibility of Community Housing Officer / Senior Housing Officer if the Community Housing Officer is not in work, to remove the red flag from the housing management system when appropriate.

**Reporting incidents from Extra-Care:**

- 4.8 All incidents involving either internal staff or staff from other organisations that meet the criteria as set out, should be recorded on the housing management system and a risk assessment should be carried out. The risk assessment should be forwarded to the Community Housing Officer where the incident concerns an existing contract holder, property owned or managed by CHG or where the incident involves an applicant to Coastal Housing.
- 4.9 The Community Housing Officer should liaise closely with the member of staff involved and the Senior Housing Officer before making a decision about the level of risk posed and appropriate action that should be taken.

**Decision Making and Risk Assessment:**

- 4.10 The Community Housing Officer should discuss the incident with relevant members of staff and a Senior Housing Officer. A risk assessment should be completed and if appropriate a red flag placed on the system. The risk assessment should consider both the severity of Incident and the future risk that the contract holder, member of their household or visitor a particular situation at a property, poses. The risk should be categorized as Some Risk or High Risk (see above).
- 4.11 The Community Housing Officer must always record: (i) reasons for their decision(s) and (ii) recommendations for future contact with the individual concerned. This may also include a record of any legal action that we may be looking to take for breach of occupation contract in relation to the incident/s.
- 4.12 The risk assessment should identify how staff should approach the contract holder, a member of their household or visitor, or property in the future. This may include, but is not limited to the following:
- No home visit
  - Visit in pairs
  - Only specified officers / staff to attend
  - Member of staff to be accompanied by an appropriate colleague
  - No face-to-face contact / meeting in a neutral, safe place
  - Contact only in writing
- 4.13 Members of staff should at all times adhere to the Lone Working section of the Housing Management Policy.
- 4.14 A copy of the Risk Assessment will go onto the contract holder's file and the level of risk, with reasons and actions should also be recorded on the Housing Management system.

**Strict adherence with the Data Protection legislation is essential in this regard and staff must always ensure that no personal data or special category data is processed, recorded or shared further than is absolutely necessary.**

**Review of Decision to create Red Flag Marker:**

- 4.15 The decision to impose a red flag marker must be regularly reviewed, (not less than 6 monthly), following the creation of a red flag marker. Information should be provided by the Community Housing Officer or other members of staff about the conduct of the contract holder / certain situation in the period since the last review and where necessary, the risk assessment updated.
- 4.16 The review should be undertaken by the appropriate Community Housing Officer, (with input from the Senior Housing Officer), for existing general needs contract holders or the Extra-Care Scheme Managers for contract holders receiving support. They must then consider

whether the risk posed by the contract holder, members of their household or visitors to their property has decreased.

- 4.17 The Community Housing Officer should undertake a further risk assessment taking into account the seriousness of the original incidents, any further incidents or the absence of further incidents / improvements in the situation. The Community Housing Officer should also take into account the support provided to the individual and whether this has reduced the risk of further incidents.
- 4.18 If there is considered to be a reduced level of risk to members of staff, the Community Housing Officer should consider whether it is appropriate to reduce the Level of Risk stated, or whether to remove the red flag marker, completely. The Community Housing Officer should also review the recommended risk management measures and contact measures to confirm whether these are still proportionate to the risk posed by the individual, members of their household or visitors to their property.

**Those affected by the decision must be informed without delay of the outcome of the review.**

**Advising members of staff and partner agencies:**

- 4.19 All members of staff who regularly visit or come into contact with contract holders or who attend their homes should always check the housing management system / check in with colleagues to ascertain the risk of the individual(s) they are visiting.
- 4.20 Where the contract holders is known to have contact with or receive services from other partner agencies, an email should also be sent to a relevant staff in the organisations concerned detailing the risk level CHG have identified and what steps have been taken to mitigate the risk.

**Personal data must not be disclosed as part of this process without first obtaining legal advice.**

- 4.21 Staff are reminded that the sharing of personal information with a third party, can only take place in accordance with the Group's Data Protection Policy. Where necessary, approval should be given by the Community Housing Manager, other Senior Manager, or the Data Protection Officer.

**Sign posting support for contract holders:**

- 4.22 Contract holders who have either posed a threat to staff or shown signs of aggressive behaviour could need further support to enable them to sustain their occupancy. Consideration must always be given to whether to CHG can assist in this respect as part of the overall review and consideration process.
- 4.23 **Removal of the Red Flag Marker at the end of an occupation contract:**  
Current red flag Markers should be regularly reviewed as referred to above. In any event, they must always be removed when an occupation contract is terminated.

**Date: June 2022**