

STOKE-ON-TRENT CITY COUNCIL



City of
Stoke-on-Trent

Tenancy Management Policy

HOUSING MANAGEMENT

REGULATORY AND STRATEGIC SERVICES TEAM

Approved by: Corporate Director of Housing, Regeneration and Operations

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1. Purpose

The aim of the tenancy management service is to support the tenant to live in their home and meet the conditions of their Tenancy Agreement.

To support this aim the purpose of this policy is to:

- Clarify the approach that Stoke-on-Trent City Council (SoTCC) will take in key areas that tenants are likely to encounter when living in their home and managing their tenancy.
- To ensure consistency across the tenancy management service.

2. Scope

Tenancy management covers a broad range of activities in respect of general needs housing and sheltered housing accommodation. This policy sets out the application of the tenancy terms and conditions as detailed within the Tenancy Agreement, with some areas being addressed in more detail within other policy documents.

In this Policy the reference to “tenants/tenant” means persons who occupy their property under the provisions of the council’s periodic weekly tenancy agreement provided under the provisions of Part VI of the Housing Act 1985 and Part V of the Housing Act 1996.

The reference to “leaseholders” means persons who occupy their property under a registered leasehold estate and who acquired the property under the provisions of Part V of the Housing Act 1995 (Right to Buy provisions).

The reference to “residents and or community” in this Policy shall mean SoTCC tenants and leaseholders.

3. Key Principles

The key principles of Tenancy Management which are also aligned to SoTCC’s corporate vision and strategic plans are:

- To provide tenancy advice and assistance to help tenants maintain their tenancy.
- Work towards ensuring communities are sustainable and safe.
- Manage tenancies in a way that is transparent and provide a decision-making process that is consistent, clear and fair.
- To provide services that follow the principles and deliver on the commitments set out in our Tenants Charter.
- Ensure tenants understand their rights and responsibilities.
- Ensure the statutory and regulatory responsibilities set out by the Regulator of Social Housing are met.

The policy is aligned to the terms and conditions of the Tenancy Agreement and aims to ensure that there is a clear understanding of the obligations of both tenants and SoTCC as the Landlord.

4. Legal and Regulatory Framework

The Tenancy Management Policy complies with the following legislation:

- Anti-social Behaviour, Crime and Policing Act 2014
- Building Safety Act 2022
- Care Act 2014
- Data Protection Act 1998
- Equalities Act 2010
- Housing Act 1985
- Housing and Regeneration Act 2008
- Environmental Protection Act 1990
- Fraud Act 2006
- Localism Act 2011
- Local Government (Miscellaneous Provisions) Act 1982
- Prevention of Social Housing Fraud Act 2013
- Social Housing (Regulation) Act 2023

The Regulator of Social Housing has published a new set of Consumer Standards.¹ The Consumer Standards are a set of requirements all social landlords have to meet. This policy addresses the key areas in relation to the Tenancy Standard, Transparency, Influence and Accountability Standard and the Neighbourhood and Community Standard.

It does so by covering the following areas:

- Tenancy sustainment support
- Housing options advice
- Application of the Tenancy Agreement terms and conditions
- Mutual exchange
- Tenancy fraud
- Information about landlord services, how to access them and what to expect from the landlord
- Standard of tenancy management service
- Responsibilities of the landlord and tenant
- Communication with tenants
- The promotion of social, environmental and economic wellbeing

¹ [Regulatory standards for landlords - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/regulatory-standards-for-landlords)

5. Impact Assessments

Impact Assessments have been considered and applied when consulting and developing the policy, with particular considerations applied to the areas described below:

Equality impact

SoTCC recognises that it provides housing for communities which include wide social diversity and is committed to providing equal access to services.

This policy aims to treat all customers fairly, with respect and professionalism. In line with the duty placed on the local authority under the Equalities Act 2010 specific consideration of the impact of this policy has been given to people with protected characteristics, including gender, race, age, disability, religion, sexual orientation, pregnancy and maternity and marital status. The approach adopted within this policy focuses on understanding individual circumstances in order to provide appropriate advice and support; this includes understanding the needs of tenants who have protected characteristics. Consideration will therefore be given to language barriers, accessibility and cultural issues which may affect a tenant's ability to manage their tenancy or seek advice on problems, and resolutions which take account of the individual's beliefs and abilities.

SoTCC will enable all its tenants to have clear information and equal access to available services and information in a range of appropriate languages and formats will be provided when requested. This policy has been designed to be fully inclusive regardless of the ethnicity, gender, sexuality, religious belief, or disability of service users or residents. The Equality Impact Assessment will be reviewed as part of reviewing the policy document in order to inform any changes that may be required.

From time to time SoTCC may ask tenants to provide details of their gender, age, religion, disability, ethnicity and sexual orientation in line with the protected characteristics identified within the Equalities Act 2010 to help SoTCC to deliver more effective, appropriate and inclusive policies and practices. All data collected is kept securely, used only for monitoring purposes and is de-personalised at the point of analysis to protect the individual's privacy, in accordance with SoTCC's Data Protection Policy and Privacy Policy and all domestic Data Protection legislation.

The completed Equality Impact Assessment is available on request.

6. Policy Detail

Tenancy management relates to the interaction between SoTCC as a landlord and individual tenants regarding the management of their home and adherence to the terms and conditions of their Tenancy Agreement.

Tenants are advised to retain all correspondence giving permission or advice in relation to their tenancy for future reference.

6.1. Tenants Improvements

Secure tenants have the right to undertake improvements to their property, subject to appropriate approval from SoTCC. Tenants are responsible for the on-going maintenance of any such improvements.

In all cases, tenant improvements must comply with the following conditions in that works must be:

- Carried out without cost to SoTCC.
- Carried out in accordance with the manufacturer's specification by a competent or qualified tradesperson.
- Be compliant with all relevant Building Regulations and/or Planning Permission and the tenant must obtain any such consents/permissions.
- Removed by the tenant and the property returned to its original condition when ending the tenancy, unless permission is granted by SoTCC for the improvements to remain. If the property is not returned to its original condition, the outgoing tenant is liable for all the costs of rectifying any direct or indirect damage caused by them removing the improvement.

Tenants are advised to contact SoTCC to discuss their plans prior to undertaking any works. Advice will be given on the requirements of the work, including the need to have works undertaken by a suitably qualified technician. Approval for tenants' improvements will not be unreasonably withheld; however, approval may not be given for tenants' improvements where there is rent outstanding (arrears).

If approval is not given prior to the tenant carrying out any works, they may be asked to remove or undo any work done. Alternatively, SoTCC may remove or undo the work and recharge the tenant for the full cost.

Internal decorating and laying floor coverings are not considered to be a tenant improvement and therefore do not require permission from SoTCC with the exception of tenants who live in flats and maisonettes above ground floor level who wish to install hard flooring such as wooden/timber, laminates, sanded floorboards and ceramic tiles. This is due to the transfer of noise to homes located below potentially causing noise disturbances to neighbours.

Tenants are advised to seek guidance from SoTCC when considering minor works such as fitting lights, coving and plastering.

For a variety of health and safety, legal and environmental reasons the following tenant improvements (including but not limited to) are not permitted:

- Bi-fold or concertina doors
- Wall mounted televisions on the chimney breast over a gas or electric fire.
- Installation of solar panels.
- Utilisation of the loft space
- Structural alterations, satellite dishes and windows to high rise apartments.
- Fixings to external cladding.
- Fitting or reinstating liquid fuel, solid fuel, multi fuel appliances - please see below for more information.
- Fitting wooden/timber, laminates, sanded floorboards and ceramic tiles floor coverings in flats above ground floor level. Where there is already wooden/timber, laminates, sanded floorboards and ceramic tile floor coverings in flats/maisonettes above the ground level fitted prior to this policy, it may remain in the property, as long as it is and continues to be safe and well-maintained. If you install such flooring without the appropriate permission you may be asked to remove it and re-install carpets at your expense.

Where it is confirmed that a tenant improvement that is not permitted has been completed without SoTCC's permission, the tenant will be asked to undo the work. The tenant may request SoTCC to remove the tenant improvement and the tenant will be recharged for the cost. Where they are not removed on request, SoTCC will take legal action in order to remove the item and any costs for this will be recovered from the tenant.

Solid Fuel Appliances

SoTCC is committed to ensuring the safety of all residents and to implementing policies that protect the environment. Therefore, solid fuel appliances/wood burning stoves, as well as appliances fuelled by methanol or liquid fuel are no longer permitted as a tenant improvement. This includes appliances of all sizes, even those that are portable.

Approved Solid Fuel Appliances Before 2025

Where a solid fuel appliance has already received approval as a tenant improvement, it may remain in the property, as long as it is and continues to be safe and is properly maintained.

To properly maintain an appliance the tenant must have their solid fuel appliance inspected and serviced annually. An annual service will include, but is not limited to, regular inspections, flue/chimney sweeps, cleaning and any potential repairs. For more details on SoTCC's requirements to properly maintain a solid fuel appliance, please contact the Repairs and Maintenance Team.

It is not SoTCC's responsibility to maintain solid fuel appliances that have been installed by tenants. However, SOTCC will offer to carry out the required servicing and any associated remedial repair work for these appliances and the cost of this work will be recharged to the tenant. In the event that the tenant chooses not to take advantage of this service, then the tenant must arrange and carry out the required service and any remedial work.

If the tenant decides to arrange their own service then such service must be carried out by a suitably qualified and competent third party. SoTCC requires that the third party must be HETAS (Heating, Equipment, Testing and Approvals Scheme) accredited. Following the service, the tenant must then provide SoTCC with the safety certificate and evidence to show that any mandatory requirements arising from the service have also been completed. If the tenant fails to provide this information or if the solid fuel appliance has not been maintained correctly, then SOTCC via its engineers will issue a warning notice and, where necessary, will take any measures to prevent unsafe appliances being used.

Failure by the tenant to satisfy these conditions that have been imposed by SoTCC will be treated as a breach of a tenancy condition and may result in SoTCC taking legal action for breach of the tenancy agreement and ultimately SoTCC may seek to obtain possession of the property.

If SoTCC consider that a solid fuel appliance is beyond repair it must be removed from the property and the room returned to its original condition. The replacement of a new solid fuel appliance will not be permitted.

Tenants will be recharged for work associated with remediating or removing the appliances – including works required to make good any openings or rooms spaces that may have been damaged or otherwise impaired.

6.2. Handy Person

SoTCC will endeavour to provide a handy person service to undertake minor jobs and repairs (providing there are no health and safety issues) for tenants that are considered vulnerable in line with the Vulnerability and Reasonable Adjustment Policy. This is a chargeable service.

Examples of work this may include (but not exclusive to):

- Replace battery powered smoke alarms (not hardwired)
- Re-pressurising boilers and changing boiler timers
- Basic joinery and plumbing
- Fit or replace door chains (not to composite doors)
- Change bulbs on low level security lights (tenant would need to supply the bulb)
- Changing batteries in thermostats (tenant would need to supply the batteries)
- Replace toilet seats
- Replace or re-fix curtain batons

6.3. Successions and Assignments

Succession is a legal right, and under certain circumstances enables someone who is living at the property to continue the tenancy following the death of the original tenant. It should also be noted that only one succession is allowed per tenancy.

For tenancies that started before 1st April 2012, there is a right of one succession where the tenancy can be passed on to a spouse, civil partner or partner (as defined within the Tenancy Agreement) who lived at the property as their only or principal home at the time of the tenant's death in accordance with the Housing Act 1985. Another relative may be able to take over the tenancy instead, where they lived at the property for a continuous period of 12 months immediately before the tenant's death and are able to evidence this. Relatives² include; children, grandchildren, siblings, parents, uncle/aunt, nephew/niece, in-laws, step-relatives and adopted children.

For tenancies which started after 1st April 2012, in accordance with the Housing Act 1985 as amended by the Localism Act 2011, there is a right of one succession that is limited to a spouse, civil partner or partner (as defined within the Tenancy Agreement) only. They must have occupied the property as their only or principal home at the time of the tenant's death. In order to make the best use of the housing stock, following the death of a secure tenant, there is no statutory right of succession to other family members.

² Defined by the Housing Act 1985

Where a tenant passes away leaving other household members in the property who have no right to succession, a management let may be considered in line with the Allocations Policy. .

An assignment differs from a succession as it occurs if the tenant chooses to pass their tenancy to someone else during their lifetime. A tenancy can only be assigned to someone who would be eligible to succeed to the tenancy on the tenant's death, in line with the Allocations Policy. Assignment can only occur once, therefore if a tenancy has already been passed on previously it cannot happen again. This includes where the tenancy has been passed on through succession.

6.4. Mutual Exchange

Secure tenants and tenants on flexible tenancies have the right to exchange their property with another secure or assured tenant in social housing, known as a 'mutual exchange.' A property can be exchanged with another secure local authority tenant or with a tenant from another social housing provider, anywhere within the United Kingdom. A mutual exchange may only take place with written consent from all landlords involved. Exchanges can take place between more than two tenants as long as they all have their respective landlords' consent.

Interest in mutual exchange is registered on the national Home-swapper system. Tenants are advised to contact SoTCC to discuss the mutual exchange process. SoTCC can only refuse consent on one or more of the grounds set out in Schedule 3 to the Housing Act 1985.

For Sheltered Housing accommodation, the new in-coming tenant's suitability will be assessed in order to consider the needs of the individual as well as the impact on the scheme as a whole.

Tenants that owe rent may only be given consent to mutually exchange on the condition that the arrears are paid off first.

6.5. Managing Abandonments and Non-Occupation

It is a requirement within the tenancy conditions that the property is occupied as the principal residence for the tenant. If a report is made that a tenant is not occupying their property SoTCC will investigate. Suspected incidents of fraudulent activity will be investigated accordingly (See section 6.24 of the policy regarding Tenancy Fraud). If it is proven that the tenant is not living at the property as their main and principle home, SoTCC will seek to obtain possession of the property. In order to ascertain whether the tenant is living at the property, an officer of SoTCC will try a variety of means to make contact together with wider enquiries.

When the notice period has ended or the tenant has been evicted and the personal effects continue to remain in the property, a written Notice pursuant to Section 41 Notice (Local Government (Miscellaneous Provisions) Act 1982) will be served. This gives SoTCC certain rights to dispose of any personal effects left on SoTCC

premises after carrying out the appropriate procedures. The Section 41 Notice gives 28 days for the personal effects to be collected. If at the end of the 28-day notice period the owner does not collect, SoTCC becomes the legal owner of the items and can dispose of them as it thinks appropriate.

If it has been necessary to store goods, while waiting for them to be collected, SoTCC reserves the right to make a charge to cover the cost of storage. The charge will be at the rate of the weekly rent for the property per week or part thereof.

Tenants are required to inform SoTCC if they are unlikely to be at the property for a period of 28 days or more, as a result of holiday, admission into hospital, custodial sentence or employment.

6.6. Garden Management

Some properties, such as blocks of apartments, have communal outside areas. These are maintained by SoTCC and as such the tenancy includes a 'grounds maintenance' service charge to cover the cost. Generally, bungalows are let to older people or people with disabilities. Some bungalow properties have gardens that are open plan at the front. For these reasons, these tenancies also come with a grounds maintenance service and as such are charged a grounds maintenance / garden service charge to cover the cost. Open plan garden areas falling under this scheme should not be partitioned by tenants in order to allow continuity of access for the grounds maintenance team.

One of the conditions of the Tenancy Agreement is that the tenant must maintain their garden/yard, including keeping it tidy and free from rubbish. This includes tenancies that are charged a grounds maintenance service charge. For those tenancies that do not receive the grounds maintenance service, keeping grass short and ensuring that hedges are kept tidy and to a reasonable height are part of the requirements of looking after the property. Removal or planting of trees/hedges requires permission from SoTCC. It is expected that the tenant will consult with their neighbours if this has an impact on them. If works are undertaken without permission the tenant may be asked to reinstate the garden to the original state or to pay damages for the costs incurred by SoTCC for having to undertake the work themselves when the tenancy has ended.

The tenant, or any member of their household, must not place rubbish, old furniture or domestic or commercial appliances within the garden or any area within or surrounding the property, unless the items are waiting collection for disposal within 24 hours.

Tenants should not cause a nuisance to neighbours by lighting garden fires or setting fire to unsuitable or hazardous materials within the garden or any area within the property or any other outside area in the neighbourhood. Under the

Environmental Protection Act 1990, SoTCC can investigate complaints about residents who cause a smoke nuisance to other residents by having regular bonfires. Tenants are expected to be considerate to their neighbours if having a garden bonfire and take basic safety precautions by having water to hand and not-leaving the fire unattended.

SoTCC staff will routinely check gardens whilst out on the estate and they will also respond to complaints from neighbours. If a garden is deemed to be in a poor or untidy condition the tenant will be contacted and provided with a reasonable timeframe to undertake corrective works.

SoTCC may undertake gardening works and the removal of rubbish on behalf of the tenant and charge the tenant for the works as part of enforcement action. If the garden continues to remain in a poor and untidy condition, SoTCC may take legal action to resolve the issue.

6.7. Routine Inspections

In order to support effective tenancy management, SoTCC will seek to undertake routine inspections of the exterior and interior of SoTCC properties. There may be occasions where SoTCC will visit unannounced. Where this is not convenient to the tenant, the tenant retains the right to request a future visit to be made at time suitable for both the tenant and SoTCC. This arrangement will be communicated in writing. Where SoTCC needs to gain access to the property for the purpose of the visit, the tenant will be given written notice within a minimum of 24 hours unless this is to carry out necessary emergency work.

All tenants can expect the following visits to be completed:

- **New Tenancy Visit** – A visit will normally be undertaken within the first few weeks of a tenant signing for a property, by the Housing Officer for the local area. The purpose of the visit is to introduce the tenant to their Housing Officer and to ensure that the new tenant is settling into their property. For tenants with an Introductory Tenancy, a further visit may be completed within the first six months of the tenancy as part of reviewing the tenancy. For those tenants living in supported Sheltered Housing, this visit will be undertaken by the Scheme Co-ordinator.
- **Tenancy Audits** – A SoTCC officer will visit apartment blocks with communal areas at least once a year, and all other properties periodically in order to:
 - Check that the legal tenant is living at the property and is occupying the property as their principal home.
 - Check if there has been any change to the household composition.

- Check the property type, including the number and type of rooms.
 - Check that the tenant is complying with the terms and conditions of their Tenancy Agreement.
 - Provide information and advice about services SoTCC offers.
 - Provide information and advice about how tenants may become involved, for example, in tenant groups or in giving customer feedback.
 - Alert tenants of any relevant changes in legislation that may affect their household.
 - Identify any safety risks, hazards or repairs and provide advice and support, as well as reporting issues as required.
 - Provide fire safety advice and work with the tenant to develop an individual evacuation plan where required. Tenants' may be signposted to services such as Staffordshire Fire and Rescue for further advice.
 - Identify any hoarding issues and provide support where needed.
 - Provide referrals to other services as required.
- **Pre-Transfer Visit** – A SoTCC officer will need to visit the home before a move to another SoTCC property (a transfer) is agreed. The purpose of this visit is to determine the condition of the property prior to the move. If the property fails to meet the expected standard the transfer may be refused. Alternatively, the tenant will be given a reasonable period to bring the property up to the required standard. Transfers will not be allowed until this visit has been completed and SoTCC are satisfied with the property condition.
 - **Pre-Termination Visit** – The Tenancy Agreement requires tenants to give four weeks' notice prior to ending their tenancy. During the notice period, a visit will be made to determine the condition of the property and highlight any repairs which the tenant will be required to undertake before leaving the property. If these works are not carried out as specified, the tenant may be charged for the outstanding works. If the tenant fails to pay the charge, they may be pursued through the courts for damages for the costs to SoTCC in re-instating the property to a suitable condition. This may affect future housing applications if the charges are not paid.

Other visits will be made as required. As such, the tenant should allow SoTCC access to the property, having been given a minimum of 24 hours' prior written notice, to allow the following;

- To carry out repairs, servicing and safety inspections.
- Gas and electrical safety checks.
- Inspection or survey the property.

It is a requirement of the Tenancy Agreement that the tenant provides access to the property, repeated failure to allow access will be deemed as a serious breach of tenancy and legal action may be taken to gain possession of the property.

To further support effective tenancy management, SoTCC also seeks to undertake telephone calls, known as 'proactive calls,' to all tenants. This programme runs as supplementary to the physical inspection regime. The calls will ensure the records SoTCC holds for tenants and their household are up to date and accurate, and provide an opportunity for tenants to discuss any concerns or queries they have in relation to their tenancy and for tenants to provide feedback in respect of their satisfaction with the service provided.

6.8 Managing your Tenancy

Where a tenant breaches the terms and conditions of their Tenancy Agreement, relevant legal action may be taken. Evictions will only be considered as a last resort where all other alternatives have failed. Support and advice will be made available by SoTCC to try to prevent someone losing their home, or to appropriately put support in place and signpost to relevant services and information where eviction is likely to have to be considered. When an eviction is likely, SoTCC will offer advice on housing options and the implications of becoming homeless.

6.9 Damp, Mould and Condensation

SoTCC has a zero-tolerance approach to damp and mould, and recognises the impact that it can have on the health and wellbeing of tenants. Tenants are encouraged to report any issues of damp, mould and condensation to us, and we will investigate and carry out relevant repairs along with providing any necessary advice. Where we are notified that the tenant has additional support needs or a vulnerability, a SoTCC officer will provide extra support whilst the issue is resolved.

For more information on SoTCC's approach to damp, mould and condensation, please see the Damp and Mould Policy.

6.10 Living in Sheltered Housing

Sheltered housing is specifically for older people and offers a shared and secure environment in which to live independently. Whilst personal care is not delivered from within or as a condition of occupying the scheme, care services can be brought in to maintain a level of independence. Sheltered housing refers to groups of bungalows or apartments, with their own kitchen, bathroom and front door with housing related support provided on site. The facilities will vary between schemes and levels of support will vary dependent on resident's needs. Tenants within sheltered housing will be expected to maintain the comfort and safety of other residents and visitors through appropriate use of communal areas.

6.11. Managing Neighbourhood Disputes

The boundary between two SoTCC properties is determined by SoTCC. At the time of signing for a tenancy the tenant is informed of the boundary of their property. In the event of any dispute around boundaries or an encroachment by a tenant onto adjoining HRA land, SoTCC's decision around where divisions lie will be final.

The rest of this section relates to low level neighbourhood disputes that do not necessarily constitute a breach in tenancy, where as a result of the behaviour of tenants, members of their household or visitors to the property matters will be considered in line with the Anti-Social Behaviour Cross Tenure Policy. SoTCC strongly prohibits any instance of Domestic Abuse or Hate Crime, and is committed to supporting victims. For information on these specific areas, please see the Domestic Abuse Policy and the Hate Crime (Housing) Policy.

Under SoTCC's Tenancy Agreement, tenants are responsible for the behaviour of all members of their household and visitors to the property and should therefore ensure that these individuals do not cause a nuisance to neighbours or the wider community. For example, they should keep noise to a minimum, keep off neighbouring gardens and refrain from using offensive or abusive language, harassment or verbal abuse towards neighbours or anyone in the area.

Living in communal buildings such as Sheltered Housing schemes or within blocks of apartments with communal areas and shared spaces, it is expected that tenants' (members of their household and their visitors) conduct shows consideration, respect and courtesy to others. In most instances, where there are disputes between residents of a scheme or neighbours, it is considered their responsibility to resolve such differences in the first instance in a private and civil manner. Again, under the terms of SoTCC's Tenancy Agreement, all tenants must not do anything which interferes with peace, comfort, safety or convenience of their neighbours or anyone within their community.

SoTCC will aim to resolve low level neighbourhood disputes as quickly as possible in order to avoid them escalating into more serious anti-social behaviour complaints. Tenants are encouraged to resolve their issues themselves in the first instance in an amicable and conciliatory manner wherever possible. Resolution of neighbourhood complaints to SoTCC can include mediating between two parties to seek an amicable resolution, writing to both parties highlighting details of the complaint and the action required to resolve the issue or by undertaking routine inspections to the property. Mediation will primarily be offered to address low level anti-social behaviour issues and instances where counter allegations are made.

6.12. Vehicles and Parking

As a landlord SoTCC does not provide dedicated parking for all properties. Where there is dedicated parking within the boundary of the property, the car or other vehicle must be parked on a properly constructed and appropriately sized hard-standing, driveway, paved parking area or in a garage. Tenants wishing to build a

garage, or have a parking space, drive or dropped kerb installed must only do so with written permission from SoTCC and with the appropriate planning permission (and at their own cost).

Tenants must not keep any vehicle, for example motorbikes, road scooters, quadbikes or any other similar fuel powered motorised devices, inside the property or inside any communal areas within a block of apartments or maisonettes.

In some instances, the only parking available is on the public highway. Tenants are reminded of the need to park with consideration, in line with the highway restrictions and ensure that there is safe access to the street for emergency vehicles. Tenants must not park on grassed areas in or around properties managed by SoTCC.

As a landlord SoTCC is not able to resolve local parking issues through the Tenancy Agreement, however dangerous or illegal parking will be reported to the Highways Team or the Police.

Tenants who own caravans, boats or trailers must ensure that these are parked considerately within the boundary of their property, and have any gas supply disconnected. Tenants must not allow any person to live in a vehicle at their property, in any communal area or on HRA land.

Failure to comply with these requirements which results in a nuisance to neighbours and the local community may result in action being taken to have the vehicle removed, or in serious cases, to seek possession of the property. In cases where the vehicle is not taxed or insured SoTCC may use alternative statutory powers to seek removal of the vehicle.

Vehicle repairs should not be undertaken at the property where this is likely to result in nuisance or annoyance to neighbours, pollution to the area or damage to interior or exterior of the property. The undertaking of repairs in return for payment is strictly prohibited.

6.13. Hoarding

SoTCC understands that hoarding is often a symptom of deeper support needs and will therefore seek to support tenants with hoarding problems by way of sign-posting to relevant available services such as SoTCC's Adult Social Care team or by contacting mental health services at North Staffordshire Combined Healthcare.

However, where hoarding becomes a significant issue to neighbours (e.g. fire safety in high rise blocks) or begins to pose a substantial health and safety risk to the tenant or members of their household SoTCC may decide to take enforcement action to require the tenant to clear the property or to obtain possession of the property.

6.14 Pets

Tenants are generally welcome to keep an appropriate number of dogs and / or cats in their property if they have access to a private entrance and exclusive use of garden space. Where tenants do not have private access and sole use of a garden, permission may be given to keep dogs and/or cats subject to the views of other residents in the block, the type of pet, the suitability of the pet and the tenancy history. Tenants living in Sheltered Housing Schemes may only be allowed to keep assistance dogs. Approval for assistance dogs will be provided subject to evidence of a medical need. Permission should be sought for animals that will be in the property for over 48 hours if the property does not have access to a private entrance and garden. Permission will not be unreasonably refused although consideration will be given towards where the pet is kept and the ability of the tenant to care for the pet properly.

All tenants are able to keep a reasonable number of small caged animals or fish at the property, although the permission to do so may be subsequently revoked if SoTCC considers this to be inappropriate. The construction of aviaries and external fish ponds is subject to the criteria for Tenant Improvements.

Tenants are not permitted to keep or allow into the property or any shared area any animal which SoTCC considers to be unsuitable for the property. This will include;

- dog breeds banned under the Dangerous Dogs (Designated Types) Order 1991/1743*
- endangered species (for example listed on the Endangered Species (Import and Export) Act 1976)
- any venomous (poisonous) insects and spiders
- all venomous and / or large constrictor snakes or lizards
- any animal which is classed as dangerous under the Dangerous Wild Animals Act 1976 (as amended).
- Livestock (for example; pigs, goats, sheep, geese, ducks, chickens and horses) as these are not considered pets
- or any other animal deemed inappropriate for a domestic dwelling.

Tenants will not be given permission to use their property for the purposes of breeding or selling animals, operating a pet sitting or a grooming service as this is considered to be a commercial enterprise and is not in keeping with the purpose of the dwelling.

Pigeons may only be kept at the property and / or in the communal areas with prior written permission by SoTCC. Permission may be withdrawn if at any stage the pigeons cause a nuisance or annoyance.

It is the tenant's responsibility to ensure that their pets do not cause a nuisance in the local area; this includes ensuring a secure garden for dogs, clearing up after pets (including within the boundary of the property) and taking steps to limit the noise caused by pets. Tenants who own a dog which strays and is then collected are responsible for any fine payment to reclaim their animal.

When staff or contractors visit the property, tenants will be asked to secure their pets in another room of the property. In some cases, if it is deemed necessary, failure to do so could be considered as a failure to allow SoTCC to undertake their responsibilities as a landlord and a breach of the tenancy conditions.

Tenants who are found to have an animal in the property which is considered to be inappropriate, or where the property is being used for the running of a business without SoTCC's prior consent, or where any animal is causing nuisance to neighbours and the local community, will be considered to be in breach of their Tenancy Agreement and an injunction sought which requires the animal to be removed or action may be taken to end the tenancy.

Any damage to the property which results from the keeping of animals could mean that the tenant is in breach of the Tenancy Agreement. Consequently, tenants will be required to repair any damage to the property caused by their pets, or animals belonging to other members of the household or visitors to the property. If any damage has not been rectified at the end of the tenancy SoTCC may pursue the tenant via the courts for the costs of putting the property back into a suitable condition.

6.15. Infestations and Pest Control

SoTCC will deal with all infestations which are likely to damage the fabric of the building (for example wood worm) or which occur in the first 4 weeks of the tenancy free of charge. Treatment of infestations arising from issues in communal areas will also be free of charge. Tenants may be charged for the removal/treatment of other pests and infestations.

Tenants must ensure that their property is kept free from pests and vermin and must not do anything which will encourage their presence, including feeding wild pigeons, squirrels or foxes or failing to appropriately dispose of household waste. Tenants will be charged if an infestation arises from the tenant's own actions.

6.16. Mobility Aids

In this section mobility aids refers to all motorised mobility aids, including mobility scooters and electric wheelchairs, where SOTCC recognise that the use of such aids can have a significant impact on an individual's ability to maintain an independent life.

Tenants owning a mobility aid must obtain written permission from SoTCC to use it within any communal areas within SoTCC owned properties. Permission would not normally be refused unless SoTCC considers that there is an overall justification in all the circumstances for doing so.

All mobility aids stored or charged within any SoTCC owned property must have appropriate insurance, inclusive of;

- liability insurance;
- personal injury; and
- property damage.

Larger mobility aids intended for use on the roads (Class 3 vehicles) are not suitable for use inside of buildings and therefore will not be allowed to be used indoors.

Storage of mobility aids within the communal areas of buildings is not permitted, unless this is in designated areas specifically provided for this purpose. Where suitable designated areas are not provided, mobility aids must be stored within a tenant's property or in a garden which they have exclusive access to.

Tenants may apply to store mobility aids in small personal outdoor buildings or garages-within their own garden or within communal garden areas.

All visitors who use a mobility aid must park or leave them outside the Sheltered Housing Scheme or apartment block, unless they are a permanent user unable to walk without such an aid internally. SoTCC do not accept any liability in visitors parking mobility aids, e-bikes, e-scooters or similar items outside any Sheltered Housing Scheme or apartment block.

The tenant is responsible for the cost of charging electric mobility aids from the mains within their own property. Where not already in place, SoTCC reserves the right to review the use of the mains supply of electricity within communal spaces and consider installing pre-payment meters or introducing a rental charge for storage and / or battery charging.

Any damage to a SoTCC owned property caused by a mobility aid will be recovered from the owner's insurance. If the owner does not have adequate insurance they will have to meet the full cost of all repairs. The owner must provide a copy of the insurance policy to SoTCC and subsequent copies of the annual renewal certificate.

SoTCC may withdraw permission at any time should the conditions of permission be broken.

6.17. Running a Business from a SoTCC Property

Tenants wishing to run a business from their home will require permission from SoTCC. While permission will not be unreasonably refused, an application may be rejected if it is deemed that the business is likely to cause a nuisance to neighbours or the local community.

If permission is granted to run a business then the tenant must have the necessary insurance, legal permissions and an appropriate level of public liability insurance.

6.18. Lodgers and Sub-letting

Secure tenants have the right to take in a lodger or sub-let part of their home, such as a bedroom. Tenants are advised that prior written permission to do so is required from SoTCC. Permission will not be granted if the arrangement leads to overcrowding, for example, insufficient bedrooms for the number of occupants (as per the legal definition).³

The tenant is responsible for ensuring that an appropriate agreement is in place to set out the terms and conditions of the lodging or sub-let arrangement. The tenant is still responsible for the payment of their rent, the behaviour of anyone sharing their home and managing requests to end the agreement.

Any lodgers and sub-tenants are required to comply with the terms of the SoTCC's Tenancy Agreement.

It is essential that tenants who are intending to share their property inform the Department for Work and Pensions (DWP) if they are in receipt of any welfare benefits and / or the Revenues department if they are claiming a single person occupancy discount to their Council Tax charge.

6.19. Health and Safety in the home

Tenants are required to act responsibly to ensure the health and safety of all members of the household and visitors to their property. Specifically, tenants should **not**:

- Use portable oil, paraffin or gas cylinder heaters within the property or store these items in the property.
- Store flammable materials or gas at the property, in any communal area, sheds, or storage area in the blocks of apartments, including storing large quantities of paper and cardboard boxes.
- Store or repair petrol or diesel-powered appliances at the property (excluding lawn mowers, garden strimmers and battery powered wheelchairs).

³ Housing Act 1985 Part X

- Keep within the property any firearm, shotgun, or air-powered weapon (for example, an air rifle) unless they have the appropriate firearms or shotgun certification required by law.
- Discharge any firearm, shotgun, rifle or air weapon in the property, and/or in any communal areas or in the neighbourhood.
- Throw items from windows or balconies.
- Use communal facilities for their own gain, for example, taking hot water from a communal bathroom for use in their own home.
- Interfere with any service distribution network within the home e.g. electrics, gas or water supply.

SoTCC staff will provide advice to tenants on the safe storage of potentially hazardous items within the home. The use of oxygen cylinders for prescribed medical conditions is allowed, but tenants must advise SoTCC and this information may be shared with Staffordshire Fire and Rescue Service, and other partner agencies.

Tenants must not tamper with any gas or electric meters or supplies attached to the property. Tampering with meters is a criminal offence and SoTCC will provide tenancy details to utility companies and the Police if there is evidence that a meter has been damaged. Action will also be taken by SoTCC as this is considered to be a breach of the tenancy conditions.

It is the tenant's responsibility to ensure that all appliances within the property are properly maintained and safe to use. Tenants may be asked to remove appliances that are not considered safe or suitable for the property. Electrical sockets should not be overloaded as this presents a significant fire risk.

It is recommended that tenants should not use any rooms within the property which has an open flue gas fire or boiler for the purposes of a bedroom. All gas appliances, flues and gas pipe work installed in homes owned by SoTCC are serviced annually in accordance with legal requirements. Tenants are fully responsible for the safety and servicing of all gas appliances and solid fuel appliances that they own. However, if SoTCC comes across any unsafe gas appliances in a tenant's home they will be disconnected and labelled as dangerous, and gas supply to the appliance will be capped-off. The tenant will be required to ensure that the necessary work is completed by a competent person (Gas Safe) before the gas supply is uncapped.

Tenants who do not have regard to health and safety issues may be considered to be in breach of their tenancy conditions, in line with the Tenancy Agreement and will be given a reasonable period to rectify the issues before legal action is progressed.

SoTCC is committed to keeping its tenants safe in terms of fire safety. Following a Fire Risk Assessment, an individual Fire Safety Management Plan is developed for each relevant scheme or block and all high-rise blocks. The approach to fire safety

will be communicated to tenants so that they are clear about what to do in the event of a fire. SoTCC will ensure that tenants know what fire safety policy applies to them by providing this information in a variety of formats, such as different languages and larger print to ensure this message is communicated effectively.

All tenants must comply with the fire safety procedures in their block and respond to all activations in accordance with these procedures and / or test scenarios. Where a tenant fails to respond and / or causes an obstruction or nuisance during this process, they may be considered in breach of their tenancy and appropriate action will be taken.

Where a tenant or household member are unable to leave the building safely by themselves in the event of a fire, SoTCC will work with them to design their own evacuation plan. Where necessary SoTCC will work with other services, such as Staffordshire Fire and Rescue Service. The plan will be reviewed at regular intervals and updated where necessary. In some exceptional circumstances, if the tenant or household member is not able to leave their flat or the building un-aided, it will be discussed whether the current property they occupy is suitable for their needs.

Tenants should be mindful of the fire risks associated with charging devices such as mobile phones, e-cigarettes, e-bikes, e-scooters and any similar electrical items that require charging. **Under no circumstances should items be left, stored or charged in communal areas. This includes e-bikes, e-scooters or any similar items.** Tenants and leaseholders will be requested to remove any items in communal areas and in the case of repeated failure to do so, items may be removed and disposed of by SoTCC.

Damaged caused to neighbouring properties through tenant neglect or negligence will be sought from the tenant themselves or their insurer.

6.21. Smoking and the use of Electronic Cigarettes

When staff or contractors visit the property, tenants will be asked to refrain from smoking or using an electronic cigarette (e-cigarette) within the property, before and during the visit. In some cases, if it is deemed necessary, failure to do so could be considered as a failure to allow SoTCC to undertake their responsibilities as a landlord and a breach of the tenancy conditions.

For information on SoTCC's policy in relation to smoking in communal areas, please see the Estate Management Policy.

6.22. Right-to-Buy

Secure tenants have the right, in law, to buy their home at a discounted rate, based on the length of their tenancy. This is subject to the exceptions set out within the Housing Act 1985.

A sale cannot be completed while there are rent arrears on the account. Completion will only proceed once all arrears have been cleared. Tenants, who are subject to a Notice Seeking Possession or Court Order as a result anti-social behaviour, or allowing household members or visitors to cause a nuisance to neighbours, will have their application denied.

If you apply to buy your home, SoTCC still has landlord obligations to carry out maintenance repairs to your home, including servicing repairs, health and safety repairs and Right to Repair. Any improvements to your home will not be carried out and the property will be removed from any proposed capital works programmes

Application details are checked against information held by the Housing and Housing Benefit departments. Information may be shared with other departments to assist with potential fraud investigations. Information and documentation relevant to the case will be shared as evidence.

In general, tenants are not able to buy sheltered housing apartments, bungalows or properties that have been specifically provided or adapted to suit the requirements of the existing disabled tenant. This is because this type of property is particularly suitable for older or disabled people and is therefore exempt from the Right-to-Buy provision.

6.23. Paying Rent

It is a requirement of the Tenancy Agreement that tenants must pay their rent and any other service charges weekly in advance on or by each Monday, or at any other regular advance intervals by prior arrangement with SoTCC. The obligation to pay weekly rent and service charges applies throughout the whole period of the tenancy including any period where a tenant is away from the property.

SoTCC will offer assistance to all tenants when it identifies that their account is in arrears in order to make an affordable arrangement and ensure amounts are paid when due. Rent arrears recovery will be based on a staged escalation process, up to and including repossession for non-payment of rent. The recovery process is designed around a preventative approach that seeks to maximise tenants' income, ensure Housing Benefit / Universal Credit housing element is correctly assessed, and ensure payments are made when due. Emphasis will be placed on early intervention whilst arrears are at a relatively low level in order to prevent the escalation of arrears.

6.24. Tenancy Fraud

Housing tenancy fraud involves obtaining properties by deception and involves the misuse of SoTCC properties. It is a criminal offence to sublet a SoTCC property

without the SoTCC 's permission. SoTCC will aim to recover properties that have been obtained falsely, are being sublet or where tenants are breaching their tenancy conditions and may seek to prosecute.

There are different types of tenancy fraud:

- Sub-letting
- Non-occupation
- Unlawful assignment
- Key selling
- Misrepresentation
- False succession
- Right to Buy and Right to Acquire fraud
- Tenancy fraud that also is Benefit fraud

6.25. Changes to the Household

Tenants must notify SoTCC within 28 days if there are changes to their household, particularly in relation to who is living in the property, marital status and change of names.

The tenant should not allow the property to become overcrowded, for example, for there to be insufficient bedrooms for the number of occupants (as per the legal definition).⁴ If a tenant requires a property with more bedrooms, they should apply for a transfer.

Alternatively, a tenant may be under occupying, i.e. there are more bedrooms in the property than are needed for the number of occupants. SoTCC operates a Movement Incentive Scheme which supports tenants to downsize to a smaller property in certain circumstances.-For more information, tenants should contact their housing officer.

Changes which affect the legal status of the tenant may affect their right to occupy the property and in these circumstances, SoTCC may take action to seek possession of the property.

Failure to inform SoTCC of fundamental changes, such as reasons why the tenant is not able to occupy the property, may result in a breach of tenancy conditions. If a tenant is going to be away from their property for more than 28 days, then they must tell SoTCC beforehand. Information may be shared, in accordance with the exemptions contained within the UK General Data Protection Regulation (UK GDPR) 2018, for example to help detect and prevent fraud.

6.26. Housing Online

⁴ Housing Act 1985 Part X

Tenants are encouraged to sign-up to Housing Online to help manage their tenancy, access their rent account and access other Housing services. Housing Online can be accessed through stoke.gov.uk once a tenant registers for a SoTCC My Account. Former tenants can also register to view and manage closed rent accounts. Housing Online will be periodically updated with new functionality. The services currently available are:

- Housing applications
- View tenancy details
- Update contact details
- View rent account details
- Receive quarterly rent account statements
- Print a rent statement
- Set-up a Direct Debit
- Make a rent payment
- Right to Buy applications
- Document uploads
- Links to other relevant SoTCC forms hosted on www.stoke.gov.uk

To access Housing Online, tenants will need either their tenancy, person or rent payment reference number and tenants can access support in doing so from their Housing Officer.

7. Financial Implications

The costs for delivering this policy are accounted for within the Housing Revenue Account and associated 30 Year Business Plan.

8. Consultation

This policy has been further developed in conjunction with council officers and tenants through the Housing Customer Engagement Strategy.

9. Complaints

SoTCC actively encourages all customer feedback about its services, and uses complaints, comments and compliments to review and improve our services.

A complaint is an expression of dissatisfaction however made, about the standard of service, actions or lack of action by SoTCC, its own staff or those acting on its behalf, affecting an individual resident or group of residents.

If a customer is dissatisfied with a service that has been provided, they can make contact via:

- SoTCC's formal Complaints Procedure. Details are available from any SoTCC office or online [Comment on a council service Stoke-on-Trent](#)
- Email at – customer.feedback@stoke.gov.uk

- Telephone – 01782 234234
- Message via social media – Facebook / Twitter

The customer has the right to challenge the response to their complaint via the appeals process. Further information on how complaints are processed can be found in SoTCC's Compliments, Comments & Complaints Procedure.

SoTCC will never unreasonably refuse to escalate a complaint through all stages of the Complaints Procedure. If a complaint is refused escalation, we will explain the clear and valid reasons for taking that course of action and also set out the customers' right to take this decision to the Housing Ombudsman.

10. Safeguarding

There is a formal framework in place for identifying, reporting and recording safeguarding issues. Staff employed by SoTCC and by external contractors have all had relevant safeguarding training and this will be refreshed on an annual basis.

11. Links to Other Policies

This policy forms part of a wider policy framework relating to the operation of Housing Revenue Account Services. This policy is aligned to, and should be considered with the following key documents:

- Allocations Policy
- Anti-Social Behaviour Cross Tenure Policy
- Damp and Mould Policy
- Domestic Abuse Policy
- Estate Management Policy
- Fire Safety Policy
- Hate Crime (Housing) Policy
- Leaseholder Policy
- Major Adaptations Policy for Council Tenants
- Minor Adaptations to People's Homes Policy
- Rent Setting and Collection Policy
- Repairs and Maintenance Policy
- Tenancy Agreement
- Tenancy Management Policy
- Tenancy Policy
- Tenant and Leaseholder Compensation Policy
- Tenant and Leaseholder Decant Policy
- Void Management Policy
- Vulnerability and Reasonable Adjustment Policy

12. Monitoring Performance and Reporting

To ensure the content of this policy is being delivered in practice, it is important to have performance measures in place. Overall performance is managed by the Head of Housing Strategy and Regulatory Services and further reported to the Director of Housing Management, as part of SoTCC's Strategic Performance Framework.

The Housing Service Standards set out the level of service tenants can expect to receive from SoTCC. There are a number of these that specifically relate to tenancy management:

- All new tenants will be visited in the first 6 weeks of their tenancy to provide advice, information and answer any queries.
- For tenants in apartment blocks with communal areas, a fire safety visit will be carried out at least once every 12 months.
- For all other properties, a home visit (known as a tenancy audit) will be completed at least once every 4 years to provide advice, update information and answer any queries you may have.

Performance against these standards will be reported to the Tenant Voice and will be available on the SoTCC website.

All social landlords are required to report and submit Tenant Satisfaction Measure data to the Regulator of Social Housing on an annual basis. The Tenant Satisfaction Measures form a series of questions asked to tenants to gain their views of SoTCC as a landlord. The questions included in this survey that relate to tenancy management are:

- TP05: Satisfaction that the home is safe
- TP07: Satisfaction that the landlord keeps tenants informed about things that matter to them
- TP08: Agreement that the landlord treats tenants fairly and with respect

Performance against these measures are a key part of the performance framework. They are routinely reported through Operational Business Meetings to relevant senior managers and through a monthly Tenant Satisfaction meeting which focuses on how services can be improved based on the results. A key part of these measures is ensuring tenants can hold SoTCC to account, therefore these measures will also be reported to the Tenant Voice and will be available on the SoTCC website.

Where the Tenant Voice feel an area is underperforming, they are able to commission a scrutiny exercise where a group of tenants and leaseholders will look more closely at a service to outline what works well and give recommendations on

how it could be improved. Any tenant or leaseholder who wishes to get involved or find out more about this, please email Housing.Engagement@stoke.gov.uk

13. Policy Review

The policy will be reviewed periodically to ensure it is consistent with changes in legislation and regulation.

As standard, the policy will be reviewed at 5 yearly intervals.

Key Contacts

For comments in relation to this policy and its development please contact the Regulatory and Strategic Services Team:

- Email: housing.strategy@stoke.gov.uk
- Telephone: 01782 234234 (office hours only)

Do you require this document in another format or language?

To request this document in any other accessible format such as large print or Braille, please contact the Tenant Relations Team:

- Telephone: 01782 234234 (office hours only)
- Email: housing.engagement@stoke.gov.uk
- Post: Tenant Relations Team, Floor 3, Civic Centre, Glebe Street, Stoke-on-Trent ST4 1HH.

You can translate this policy into any language by saving it to a device and then uploading it to Google's document Translation service.

If you would like further information on how to translate a document or how to influence policy development, please contact the Tenant Relations Team using the contact details provided above.

Glossary/Definitions

Apartment – otherwise referred to as a ‘flat,’ is a set of rooms forming an individual residence, typically on one floor and which when put together with multiple other apartments / flats, typically makes up a larger building known as an apartment block or flat block.

Assignment – is the legal process through which a civil partner or spouse takes over the tenancy with the permission of the tenant while they are alive.

Breach – refers to the tenant breaking one of the terms or conditions of their Tenancy Agreement.

Communal Areas – areas inside and outside of a building to which all tenants and leaseholders have equal access. For example: stairs, lifts, bin stores and parking areas.

Evacuation Plan – lays out how to exit the building safely during an emergency.

Hazards and hazardous material – anything that is potentially dangerous, flammable, combustible or unsafe.

Household - A household comprises one person living alone, or a group of people (not necessarily related) living at the same address who share living accommodation (that is a living or sitting room).

Housing Officer – a person who provides support and advice to tenants, including about the terms and conditions of their Tenancy Agreement.

Housing Revenue Account – a ring fenced financial account for managing and maintaining local authority council homes.

Introductory Tenancy - All new SoTCC tenancies will be offered as Introductory Tenancies for the initial 12-month period, which automatically become a secure tenancy if there has been no breaches of the terms and conditions of the Tenancy Agreement. Where breaches occur, SoTCC may extend the introductory period by 6 months. Introductory tenants have reduced rights compared to secure tenants.

Leaseholder – In this document, means a council tenant who has purchased their flat under the Right To Buy scheme or a person who has purchased an ex-council flat and SoTCC is the freeholder.

Lodger – a person who lives with the tenant as a paying guest. They will not have exclusive right to any part of the property.

Mutual Exchange – the process by which a tenant swaps their home with the that of another social housing tenant.

Proactive Calls – a phone call made to a tenant to update information, answer queries, provide advice and ask for the tenant's views on the quality of service delivered by SoTCC as a Landlord.

Secure Tenant – after the period of the Introductory Tenancy the majority of tenants automatically become a secure tenant unless the tenant, or other person living at the property, breaches the terms and conditions of the Tenancy Agreement. By law, secure tenants have the right to remain in the property, subject to the Tenancy Agreement, unless they surrender the property themselves or a court grants a possession order.

Service Charge – an amount payable in addition to rent, for a specific service e.g. grounds maintenance.

Sheltered Housing Scheme - a block of apartments offering “independent living” but within the scheme, there is typically communal facilities such as a resident's lounge, kitchen, laundry and activity space. The schemes are for people over the age of 55 with low level support needs and who want to feel secure in their own home. There are staff on site to offer an enhanced housing related support service during normal office hours and 24-hour support provided by the SoTCC's lifeline service. It is important to note that these schemes do not offer a residential care service, residents live independently or with support from a specific care provider.

Succession – a succession is the legal term for someone who meets the specified criteria for continuing a tenancy after the death of a tenant. This can only happen once.

Tenancy Agreement – a contract between tenant and landlord which specifies the terms and conditions of renting and occupying the property.

Tenancy Audit – a home visit to a tenant carried out by their housing officer, to provide advice, update information and answer any queries.

Tenants Improvements – means any alteration to the property to make it better, which is made by the tenant, on behalf of the tenant or by a member of the tenant's household, which was not at the property when the tenancy commenced.

Vehicles – means (but not exclusively) a car, bus, lorry, motorbike, bicycle, boat, caravan or similar motorised or non-motorised devices.