



City of **Stoke-on-Trent**

Tenancy and Estate Management Policy

Housing Revenue Account Services

2017 - 2020

Enabling and Projects

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1. Purpose

The aim of the tenancy and estate management service is to help the tenant to keep their home and live in their community.

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

- Clarify the council's approach in relation to key issues affecting tenants in the proper management of their homes.
- Set out the role the council will have in the wider management of the estates on which council homes are situated.
- To ensure consistency across the tenancy and estate management service.

2. Scope

Tenancy and estate management functions cover a broad range of activities in respect of general needs housing and supported housing in sheltered accommodation. This policy covers the key aspects, some of which may be addressed in more detail within other policy documents. It also details the application of the tenancy terms and conditions as set out within the Tenancy Agreement. The full scope of this policy is detailed below:

Tenancy management:

- Tenants Improvements
- Successions and Assignments
- Mutual Exchange
- Managing abandonments and non-occupation
- Garden management
- Routine Inspections
- Managing Neighbourhood Disputes
- Vehicles and Parking
- Hoarding
- Pets
- Infestations and Pest Control
- Mobility Scooters
- Running a business from home
- Lodgers and Subletting
- Health and Safety in the home
- Smoking and the use of Electronic Cigarettes
- Right to buy
- Changes to the household
- Tenancy Fraud

Estate management:

- Communal areas
- Living in Apartments
- Living in Sheltered Housing Accommodation
- CCTV and Security Lighting
- Graffiti and Fly Tipping
- Litter and Dog Fouling Enforcement
- Environmental Improvements
- Management of Land Owned by the Housing Revenue Account
- Handy Person
- Garages
- Gardens and Pathways
- Gritting
- Trees

The Tenancy and Estate Management Policy forms one element of a wider policy framework for Housing Revenue Account Services and should be read in conjunction with the following;

- Tenancy Policy
- Repairs and Maintenance Policy
- Void Management Policy
- Rent Setting and Collection Policy

This policy does not set out in detail the council's approach to managing anti-social behaviour; this is set out in the Anti-Social Behaviour Policy, currently in draft.

3. Key Principles and Service Standards

3.1 Stoke-on-Trent Council's plans are driven by our Stronger Together vision - working together to create a stronger city we can all be proud of.

The vision involves five main priorities, which are to:

- support our residents to fulfil their potential;
- support our businesses to thrive, delivering investment in our towns and communities;
- work with residents to make our towns and communities great places to live;
- be a commercial council, well governed and fit for purpose, driving efficiency in everything we do;
- support vulnerable people in our communities to live their lives well

3.2 The policy sets out principles governing tenancy and estate management services and aims to ensure that council owned housing is managed in a fair, consistent and transparent way.

- 3.3 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 the council as the Landlord.

4. Local Context

The council owns and manages around 18,400 properties across the city. This contains a mixture of property types ranging from houses, bungalows, apartments within low-rise and high-rise blocks and apartments within sheltered housing schemes. The properties are predominantly 2-bed and 3-bed properties, the majority of bungalows being 1-bed and apartments being mainly 2-bed. There are small numbers of bedsit apartments and non-self-contained 1-bed properties. The housing stock includes a significant number of apartment blocks, with low rise blocks of 4 storeys or less containing between 4 and 13 apartments per block and those between 5 and 9 storeys having between 31 and 38 flats per block. Stock is dispersed across all wards of the city, apart from Meir Park.

5. Legal and Regulatory Framework

The Tenancy and Estate Management Policy complies with the following legislation:

- Anti-social Behaviour, Crime and Policing Act 2014
- Care Act 2014
- Data Protection Act 1998
- 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

The policy is also compliant with the Homes and Communities Agency's Regulatory Framework for Social Housing¹ by specifically addressing the following requirements:

- Tenancy Standard 2015
 - Registered Providers shall enable their tenants to gain access to opportunities to exchange their tenancy with that of another tenant by way of internet based mutual exchanges services.
 - Registered Providers shall develop and provide services that will support tenants to maintain their tenancy and prevent unnecessary evictions.
- Neighbourhood and Community Standard July 2017
 - Registered Providers shall keep the neighbourhood and communal areas associated with their homes that they own clean and safe. They shall work with their tenants and other providers and public bodies where it is effective to do so.

¹ 2012, as published on 31st March 2015, last updated 15th July 2017.

- Registered Providers shall co-operate with relevant partners to help promote social, environmental and economic well-being in the areas where they own properties.
- Registered Providers shall consult with tenants in developing a published policy for maintaining and improving the neighbourhoods associated with their homes.
- Registered Providers, having account of their presence and impact within the areas where they own properties; shall,
 - o Identify and publish roles that are able to play within the areas where they have properties.
 - o Co-operate with local partner's arrangement and strategic housing function of the local authorities where they are able to assist them in achieving their objectives.

6. Equalities Statement

6.1 Impact Assessments

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

6.2 Equality Impact

The council 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 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.

The council will enable all our 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 the council 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 the council to deliver more effective, appropriate and inclusive policies and practices. All data collected is used only for monitoring purposes and kept securely.

The completed Equality Impact Assessment is available on request.

7. Policy Detail

7.1 Tenancy management

Tenancy management relates to the interaction between the council as a landlord and individual tenants regarding the management of their home and adherence to their tenancy agreement.

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

7.1.1 Tenants Improvements

Secure tenants have the right to undertake improvements to their property, subject to appropriate approval from the council. In all cases tenant improvements must comply with the following conditions:

- All works shall be carried out without cost to the council.
- All work must be carried out in accordance with the manufacturer's specification by a competent or qualified tradesperson.
- All works must comply with the relevant Building and Planning Regulations.
- When ending the tenancy the tenant must remove any of the improvements and return the property to its original condition, unless permission is granted by the council for the improvements to remain.
- If the improvement directly or indirectly causes a damage to the property which is not corrected the outgoing tenant is liable for all costs incurred by the council in rectifying the damage.

Tenants are advised to contact the council to discuss their plans prior to undertaking any works. Staff will provide advice 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' improvement where there are rent arrears outstanding on the rent account.

In the majority of cases approval for the completion of works can be given by a Housing Officer. Some major or structural works may require approval from a Property Surveyor; these works may include (but are not limited to):

- Construction of garages, carports, greenhouses, sheds or scooter stores.
- Extensions and loft conversions.
- Driveways, hard standing or paved parking area.
- Conservatories and porches.
- Raised patio or decking.
- Removal of internal walls or new window / door openings.
- Aids and adaptations such as ramps or level access showers²

² More details around assistance with payment and installation of Aids and Adaptations can be found in the Aids and Adaptations Policy 2015

Some minor works are not considered to be a tenant improvement and do not require permission from the council. These works include;

- Fitting internal doors.
- Decorating and floor coverings.
- Light fittings.
- Coving, dado rails, plastering and dry-lining.
- External painting to timber (not brickwork).
- Fitting of smoke alarms.
- Minor aids and adaptations, such as grab rails / hand rails.

For a variety of health and safety and legal reasons the following tenant improvements are not permitted:

- Wall mounted televisions on the chimney breast over a gas fire.
- Installation of solar panels.
- Structural alterations, satellite dishes and windows to high rise flats.
- Fitting or reinstating solid or multi fuel appliances, with the exception of wood burning stoves.
- Fixings to external cladding.

In some instances the tenant may request compensation to cover part of the costs of improvement they have undertaken at the property when their tenancy ends. Any compensation will depend on the age and / or the current condition of the improvement. More details are provided in the Tenant and Leaseholders' Compensation Policy.

7.1.2 Successions and Assignments

Only one succession is permitted per tenancy. Succession is a legal right and enables a relative³ to continue a tenancy after the death of the original tenant. A succession may be allowed if the family member has lived at the property for 12 months prior to the death of the tenant and is able to evidence this. Successions relate to the tenancy and not the property – therefore the remaining households may be offered an alternative property whilst maintaining the tenancy.

Relatives, as defined within the council's current tenancy agreement, include children, grandchildren, siblings, parents, uncle/aunt, nephew/niece, in-laws, step-relatives and adopted children

For tenancies which commenced after April 2012, in accordance with the Localism Act 2011, there is a right of one succession to a spouse or partner. 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.

Where a tenant passes away leaving other household members in the property who have no right to succession, a management let (in line with the Allocations Policy) may be offered. The discretionary management let may be made to other members of the household who are not the partner, spouse or civil partner of the tenant and will be considered by a senior manager within the service. Discretion will normally only be applied where documentary

³ Defined by the Housing Act 1985 and in line with the provisions of the Localism Act, for tenancies post 2012, as noted within the council's Tenancy Agreement

evidence can be provided to prove that the relative has been living at the property for at least twelve months prior to the death of the tenant as their principle or only home. In all of these instances a new tenancy will be created as an introductory tenancy and previous years of residence will not apply in relation to the Right-to-Buy discount.

The following factors will be considered when deciding whether to approve or refuse the request for a management let in these circumstances, in line with the Allocations Policy:

- Suitability of the property for the remaining household members, giving consideration to the Allocations Policy.
- Demand for the type of accommodation, and availability of alternative accommodation.
- Tenancy history and rent arrears.
- Adaptations to the property and the needs of the household.
- Affordability.

An assignment can occur if the tenant chooses to pass their tenancy to a member of their family during the course of the tenancy. The law permits⁴ an assignment if the relative has lived at the property as their principle or only home for 12 months prior and is able to evidence this. Only one assignment to a relative is permitted per tenancy. An assignment counts as a succession.

7.1.3 Mutual Exchange

Secure tenants and tenants on flexible tenancies have the right to exchange their property with another secure or assured tenant from social housing. 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.

Interest in mutual exchange is registered on the national Home-swapper system. Tenants are advised to contact the council to discuss the mutual exchange process. In some instances the council may refuse to permit an assignment if the property has extensive adaptations which are not required by household proposed to receive the tenancy.

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.

7.1.4 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 the council may investigate. If it is proven that the tenant is not living at the property the council will seek to obtain possession of the property. In order to ascertain whether the tenant is living at the property, an officer of the council will try a variety of means to make contact, for example;

- calling at the property at different times of the day

⁴ Section 91 Housing Act 1985

- speaking to neighbours
- contacting the next of kin
- writing to the tenant

If the property is deemed to be unoccupied and possession has been granted to the council, the council will dispose of perishable or hazardous goods, as well as anything that appears to be rubbish.

When the Notice period has ended or the tenant has been evicted and the personal effects continue to remain in the property, a Section 41 Notice (Local Government (Miscellaneous Provisions) Act 1982) will be served in writing, which gives the council certain rights to dispose of any personal effects left on council premises after carrying out the appropriate procedures. The Section 41 Notice gives 28 days for the personal effects to be collected, at the end of which, if the owner does not collect, the items will vest in the council on that date. This means that the council becomes the legal owner of the items and can dispose of them as it thinks appropriate.

When a tenant cannot be traced, important documents such as passports or benefit books will be returned to the issuing office. Any post left in the property will be redirected to the sender.

If it has been necessary to store goods, while waiting for them to be collected, the council reserves the right to make a charge to cover the cost of storage. The charge will be at the normal weekly rent for the property during this period.

Tenants are required to inform the council 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. Tenants are advised to leave a key to the property with a neighbour, relative or another trusted person and provide the council with the contact details to ensure that access can be gained to the property in the event of an emergency.

7.1.5 Garden management

One of the conditions of the tenancy agreement is that the tenant must maintain the garden/yard and keep it tidy. This includes keeping the garden free from rubbish, keeping grass short and ensuring that hedges are kept tidy and to a reasonable height. Removal or planting of trees/hedges requires permission from the council. 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 the council in 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 locality. Under the Environmental Protection Act 1990, the council 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.

Council staff will routinely check gardens while on the estate and they will also respond to complaints from neighbours or local people. 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.

Support may be provided to those tenants who are unable to maintain their garden through the tidy garden scheme. Priority for this scheme is given to tenants who meet the eligibility criteria, specifically older people and those with medical conditions who do not live with an able bodied person. The council may also arrange for a 'one-off' cut of grassed or overgrown areas along with giving a reasonable timescale to maintain the area to this standard. In some instances, if the tenant provides permission, the council may undertake gardening works and the removal of rubbish on behalf of the tenant and charge the tenant for the works. If the garden continues to remain in a poor and untidy condition, the council may seek legal action to gain access to a property, or seek possession.

7.1.6 Routine Inspections

In order to support effective tenancy and estate management, the council will seek to undertake routine inspections of the neighbourhood, the exterior of council properties and the interior of properties. There may be occasions where the council 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 the council. This arrangement will be communicated in writing. Where the council 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 New Tenancy Visit will normally be undertaken within the first few weeks of a tenant signing for a property. The visit will be undertaken 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. A further visit may be completed within the first six months of the tenancy as part of the decision making process for Introductory Tenancies. For those tenants living in supported housing, for example, Sheltered Housing, this visit will be undertaken by the scheme's Co-ordinator.
- **Tenancy Audits** - Periodically an officer of the council will visit the property to carry out a tenancy audit. The purpose of the tenancy audit will be to;
 - Check that the legal tenant is living at the property and is occupying the property as their principle home.
 - Check if there has been any change to the household composition.
 - Check that the tenant is complying with the terms and conditions of their tenancy agreement.

- Provide information and advice about services and how tenants may become involved, for example, in resident groups or in giving customer feedback.
 - Direct any queries regarding information and advice for example, new government changes relevant to the household such as welfare reforms.
 - Identify any fire risk safety risks or hoarding issues.
 - Check the attributes of the property.
- **Pre-Transfer Visit** – Prior to being allowed to transfer to a new property a Pre-Transfer Visit will be undertaken. 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 short period to bring the property up to the required standard. Transfers will not be allowed to progress unless a Pre-Transfer Visit has been completed.
 - **Pre-Termination Visit** – The Tenancy Agreement requires tenants to give four weeks' notice prior to ending their tenancy. During this period a Pre-Termination Visit will be undertaken. This visit will 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 undertaken 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 the council 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 undertaken as required. As such, the tenant should allow the council access to the property, having been given a minimum of 24 hours' prior written notice, to allow the following;

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

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.

7.1.7 Managing Neighbourhood Disputes

This section relates to low level neighbourhood disputes that do not necessarily constitute a breach in tenancy, for example complaints about one off noises or complaints about any behaviour which is not deemed to be a serious breach of the tenancy conditions. More serious breaches of the tenancy conditions as a result of the behaviour of tenants, members of their household or visitors to the property will be considered in line with the Anti-Social Behaviour Policy and Statement.

In all cases actions will be determined according to the particular circumstances of the case and consideration may be given to taking legal action if this is felt to be appropriate, necessary and proportionate.

Under the council'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 by keeping noise to a minimum, parking with appropriate consideration, keeping off neighbouring gardens and refraining from using offensive or abusive language harassment or verbal abuse towards neighbours or anyone in the locality.

Within communal areas and shared spaces, for example, within supported housing such as Sheltered Housing schemes, it is expected that tenants follow a code of conduct showing consideration, respect and courtesy. In most incidents, where there are disputes between residents of a scheme it is considered their responsibility to resolve such differences in the first instance in a private and civil manner. Again, under the terms of the council'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.

The council 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 in an amicable and conciliatory manner wherever possible. Resolution of neighbourhood complaints 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 undertaking routine inspections to the property. Mediation will primarily be offered to address low level anti-social behaviour issues arising from incompatible lifestyles and instances where counter allegations made.

Tenants, members of their household or their visitors must not use violence or threaten violence towards any council staff, contractors, councillors or persons acting on behalf of the council. This also includes direct abuse, comments and / or intimidation, as well as abuse through social media platforms.

7.1.8 Vehicles and Parking

As a landlord the council 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 the council and with the appropriate planning permission.

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 flats or maisonettes.

Some Sheltered Housing Schemes are equipped with designated mobility scooter stores for communal use. In addition some schemes are specifically designed to accommodate mobility scooter storage within the apartments. Where these facilities are available tenants with mobility scooters are expected to make use of them.

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 the council.

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

Tenants who own caravans, boats or trailers must ensure that these are parked within the boundary of their property, or at another suitable location with any gas supply disconnected, if applicable. 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 the council may use alternative statutory powers to seek removal of the vehicle. Tenants must not allow any person to live in a vehicle at their property if this is likely to cause nuisance or annoyance to neighbours.

Vehicle repairs should not be undertaken at the property where this is likely to result in nuisance or annoyance to neighbours, pollution to the locality or damage to interior or exterior of the property. The undertaking of repairs for which you are being paid is strictly prohibited.

7.1.9 Hoarding

The council 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. Where the tenant is willing to engage, the council will help them to plan and manage their own clearance or engage with an organisation that can assist them. Although the involvement of the tenant in the process can be more time consuming due to the requirement of time and assistance to help them assess each item, the benefit of including them in the process can prove more successful in the long term and prevent the hoarding behaviour reoccurring.

When working with a tenant to clear a property of hoarded items, the council, as a priority will;

- Make the property safe from fire in accordance with recommendations from the fire risk report obtained from Staffordshire Fire and Rescue
- Clear any room that houses a boiler with an outstanding safety check
- Re-establish reconnection of utilities, cooking and washing facilities

There are instances however where the hoarding becomes a significant issue to neighbours or begins to pose a substantial health and safety risk to the tenant or members of their household. In these cases the council may decide to take enforcement action to require the tenant to clear the property or to obtain possession of the property.

7.1.10 Pets

The council promotes responsible pet ownership. All tenants who wish to keep pets at their property are encouraged to have them neutered, micro-chipped, vaccinated and insured. All dogs over the age of 8 weeks are legally required to be fitted with microchips.

Tenants are generally welcome to keep dogs and / or cats in their property if they have access to a private entrance and exclusive use of garden space. Permission may also be given to tenants who do not have private access and sole use of a garden 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 the council 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 the council 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, cockerels 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 the council. 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 by the dog warden are responsible for the fine payment to reclaim their animal.

When staff or contractors visit the property, tenants may 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 the council 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 the council'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 action may be taken to end the tenancy or an injunction sought which requires the animal to be removed.

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 the council may pursue the tenant via the courts for the costs of putting the property back into a suitable condition.

7.1.11 Infestations and Pest Control

Infestations of pests within properties will occur naturally, particularly in warm weather. The council 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 of other pests and infestations.

In some instances infestations can be caused as a result of the actions of the tenant. 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 tenants own actions.

7.1.12 Mobility Scooters

The council recognises that the use of electric mobility scooters can have a significant impact on an individual's ability to maintain an independent life. The increase in the number of mobility scooters has presented a number of specific issues in relation to storage and charging of scooters in communal areas, security of scooters stored in properties and potential damage caused by inappropriate use of the scooters inside properties. In the event that a tenant experiences permanent mobility problems, appropriate support will be offered to the tenant, including more suitable housing options.

7.1.12.1 Permissions

Tenants owning a mobility scooter must obtain written permission from the council to use it within any communal areas within council owned properties, such as blocks and supported housing schemes. Permission will be subject to the requirement of the tenant providing proof of adequate insurance cover.

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

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

Any damage to a council owned property caused by a vehicle will be recovered from the owners 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 the council and subsequent copies of the annual renewal certificate.

The council may withdraw permission at any time should the conditions of permission are broken.

7.1.12.2 Storage

Storage of mobility scooters 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 scooters must be stored within a tenant's property or in their garden.

Tenants may apply to store mobility scooters in personal sheds within their own garden or within communal garden areas. Tenants will be given advice and guidance in relation to acceptable dimensions, height and position of the shed. Any electrical work to a shed must be completed by a suitable NICEIC qualified contractor.

Under no circumstances are alternations to be made to any property or communal area, without the written consent of the council. To support a resident within a Sheltered Scheme, it is advisable for the resident and / or their support worker or family member to consult with the council about the suitability of storage and charging of a motorised vehicle.

All visitors who use a mobility scooter must park / leave them outside the scheme. The council do not accept any liability in visitors parking mobility scooters outside any Sheltered Scheme. With regards to apartment blocks, all visitors who use a mobility scooter must park / leave them outside the block of apartments. The council do not accept any liability in visitors parking mobility scooters outside any apartment block.

7.1.12.3 Charging

The tenant is responsible for the cost of charging electric mobility scooters from the mains within their own property. Some Sheltered Schemes have designated storage areas with charging facilities provided. In some instances these are equipped with pre-payment meters. The council reserves the right to review the use of the mains supply of electricity within communal spaces without pre-payment meters and consider installing pre-payment meters or introducing a rental charge for storage and / or battery charging. Any charge would be collected in the form of a service charge and would not be eligible for Housing Benefit, under the current legislation. All vehicles charged within communal areas must have a current PAT (portable appliance test) to ensure that the charging equipment is safe to use

7.1.13 Running a business from a Council Property

Tenants wishing to run a business from their home will require permission from the council. 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. Examples of businesses which may be considered to be unreasonable include business which may lead to a significant level of noise, such as pet sitting or animal breeding, any business requiring a significant number of visitors to the property or businesses which require work to be undertaken or stock to be stored outside, such as car repairs.

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.

7.1.14 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 the council. Permission will not be granted if the arrangement leads to overcrowding.

The tenant is responsible for ensuring that an appropriate agreement is in place to set out the terms and conditions of the sub-let or lodging 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 council's tenancy agreement.

It is essential that tenants who are intending to share their property inform Benefit Services 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.

7.1.15 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 (without written permission):

- 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 strimmer and battery powered wheelchairs)
- Keep within the property or any Communal Areas any firearm, shotgun, or air-powered weapon (for example, an air rifle) unless they have the appropriate firearms or shotgun certification required by law.
- Not discharge any firearm, shotgun, and rifle, air weapon in the property, and/or in any communal areas or in the locality.
- 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.

Council staff will provide advice to tenants on the safe storage of potentially hazardous items within the home. Tenants must not block, obstruct or create any hazard within the communal areas. This includes wedging open any fire door or security door. 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.

Tenants must not tamper with any gas or electric meters or supplies attached to the property. Tampering with meters is a criminal offence and the council 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 the council 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. Likewise, tenants should be mindful of the fire risks associated with charging devices such as mobile phones or e-cigarettes, particularly when left unattended or whilst sleeping. It is important that tenants are mindful of their own safety and of others in the household.

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 council-owned homes are serviced annually in accordance with legal requirements. Tenants are fully responsible for the safety and servicing of all gas appliances that they own. However, if the council 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.

The council is committed to keeping its tenants safe in terms of fire safety. The council has a prioritised Fire Risk Assessment programme, completed by competent Fire Risk Assessors, which is subject to regular review. Smoke and/or heat detection systems are fitted in each property. The relevant equipment is also installed in communal areas within blocks of apartments and Sheltered Housing Schemes, including emergency lighting, fire doors, fire safety signs and other items as recommended via the Fire Risk Assessments. The council will undergo scheduled fire safety checks for all high rise, medium rise or six blocks of apartments and Sheltered Housing. All passive and active fire safety systems and equipment will be serviced, maintained, tested and checked by the council in line with current legislation and standards.

Following a Fire Risk Assessment, an individual Fire Safety Management Plan is developed for each relevant scheme or block and all high-rise blocks. Full records of Fire Risk Assessments, action plans and remedial works are held both centrally and made available to relevant managers and site-based staff. Where applicable, a Personal Emergency Evacuation Plan (PEEP) will be drafted for any vulnerable tenant that takes account of their ability to evacuate. The PEEP will be placed in the red box within their block.

Depending on the outcomes of Fire Risk Assessments, the approach to fire safety will be communicated to tenants so that they are clear about whether to 'Stay Put' or 'Evacuate' their property. The council will ensure that tenants know which 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 evacuation procedure in their block and respond to all activations in accordance with these procedures and / or test scenarios. Where a tenant repeatedly fails to respond and / or cause an obstruction or nuisance during this process, they may be considered in breach of their tenancy and appropriate action will be taken.

7.1.16 Smoking and the use of Electronic Cigarettes

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

Smoking or the use of e-cigarettes is not permitted within communal areas of sheltered blocks and any blocks of apartments. Tenants wishing to smoke or vape may do so within 5 metres of the building, avoiding entrance areas and having regard to other tenants within the accommodation. Disposal of used cigarettes should be done in an appropriate and safe manner, using disposal bins where these are provided.

7.1.17 Right-to-Buy

Secure tenants have the right, in law, to buy their property 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 Right-to-Buy 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 of behaving in an anti-social manner, or allowing household members or visitors to cause a nuisance to neighbours will have their application refused. Once an application has been submitted on a property the council will not undertake any major repairs beyond keeping the property wind and water tight and free from health and safety issues which pose an immediate risk.

Application details will be checked against the housing information and benefits system and 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 flats, bungalows or properties that have been specifically adapted to suit the requirements of the existing disabled tenant, as this is provision particularly suitable for older people or the disabled tenant and is therefore exempt from the Right-to-Buy provision.

7.1.18 Changes to the Household

Tenants must notify the council within 28 days if there are long term changes to their household, particularly in relation to who is living in the property, marital status and change of names. The Tenant must not allow the property to become overcrowded. Changes which affect the legal status of the tenant may affect their right to occupy the property and in these circumstances the council may take action to seek possession of the property.

Failure to inform the council of fundamental changes, such as reasons as to 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 the council beforehand. Information may be shared, in accordance with the exemptions contained within the Data Protection Act 1998, for example to help detect and prevent fraud.

7.1.19 Tenancy Fraud

There are different types of tenancy fraud;

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

Housing tenancy fraud involves obtaining properties by deception and involves the misuse of council properties. It is a criminal offence to sublet a council property without the council's permission. The council 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. These homes will then be made available to people who are in need of safe, secure and affordable housing.

7.2 Estate management

Estate management reflects the wider role that the council has in areas where there are clusters of council owned properties. In these areas the council is more than just a landlord but is also responsible for neighbourhood sustainability and some aspects of the environmental quality in the local area.

Estate walkabouts will be undertaken on a regular basis to ensure that issues on the estates are highlighted. Estate walkabouts will normally include council officers and the local councillor. Other teams, local stakeholders and partners will be invited to attend as appropriate including the local Residents Association representatives, key partners including the Police. A programme of estate walkabouts planned across the city will be regularly published on the Stoke-on-Trent Council website and made available at local customer access points.

7.2.1 Communal areas

The council owns and manages over 3,000 apartments across the city, within high and low rise blocks as well as seven Sheltered Housing Schemes. All of these types of accommodation have communal areas which are maintained by the council, which includes;

- specific areas linked with blocks of flats or grouped dwellings, both internally and externally
- open space owned by the council
- internal areas like the communal lounge/ activity space, guest room facility, communal entrance doors, stairs, corridors, lifts, sheds, laundry / drying areas and facilities for refuse disposal
- external areas like bin areas, sheds, drying areas, communal gardens, the footways owned by the council, grassed or landscaped areas, garage sites and forecourts,
- parking areas, fencing and walls
- lifts

Access to the internal communal areas is usually through a secure door entry system. Visitor access can be allowed through door entry mechanisms within each apartment. Tenants should not allow access to any visitors for another property or a visitor who cannot provide official identification. Regular occurrence of this may be deemed a breach of tenancy.

Maintenance of the communal areas is the responsibility of the council. For high rise blocks and medium rise blocks (with exception of a number of blocks where a separate cleaning arrangement is in place) the cleaning of the communal areas is undertaken by contractors appointed by the council. Tenants in small low rise block (four and six apartments) are responsible for the cleaning of the communal areas of the blocks.

The council is committed to keeping communal areas free from fire and other health and safety hazards. The council will apply a “managed use” approach to communal areas ensuring they are kept clear of items that can increase the intensity of a fire, increase the risk of a fire starting by the introduction of an ignition source or giving off toxic smoke. It is essential therefore that all communal areas are kept free from personal effects, plants and tables. Items such as mobility scooters, bikes and pushchairs left in communal areas can cause trip hazards and obstruction to occupants escaping the fire and the Fire Service entering the building to rescue occupants or tackle the fire. No items should be stored under communal staircases unless the area is enclosed by fire protection. Storage cupboards, for example where communal cleaning materials might be stored, will always be kept locked.

It is a requirement of the Staffordshire Fire and Rescue Service to ensure that fire safety regulations are met and fire escape routes are clear, and is essential to maintaining the safety of all other tenants, staff and fire officers. However, tenants may have a small door mat made of non-combustible material outside the front door which lies flat. As a guide this should be no larger than 50cm in length, 75 cm in width and has a depth no greater than 1cm. These must not obstruct the fire escape routes out of the building or prevent residents moving freely within the communal areas. Tenants and leaseholders will be requested to remove any other items in communal areas and in the case of repeated breaches items may be removed and disposed of.

7.2.1.1 Living in Apartments

Tenants in apartments will, in many instances, have neighbours to the side, above and below their property, as well as shared access through communal areas. As such further consideration is required by tenants to reduce nuisance to neighbours.

The majority of apartment blocks are fitted with security doors. Tenants should not allow access through the doors to anyone they do not know or who cannot provide official identification, nor should they prop open security or fire doors. Tenants are also responsible for the behaviour of their visitors and should ensure appropriate access. Tenants who allow visitors to repeatedly cause nuisance to neighbours by pressing the entry system will be considered to be in breach of their tenancy.

Furthermore, tenants are responsible for the behaviour of visitors in the communal areas and in their apartments and should ensure that visitors do not use abusive or offensive language, do not litter or graffiti communal areas, do not cause obstruction and keep noise to a minimum. This behaviour, if allowed to happen, will be considered in line with the Anti-

Social Behaviour Statement, the Anti-Social Behaviour Policy and the Tenancy Agreement and action may be taken against the tenant accordingly.

7.2.1.2 Living in Sheltered Housing

Sheltered housing is specifically for older people and offers a shared and secure environment in which to live. Sheltered housing refers to groups of bungalows or apartments, with their own kitchen, bathroom and front door with some support provided on site. The facilities and the level of support will vary between schemes. All sheltered blocks have communal areas which may include lounges, guest rooms, communal bathing facilities and gardens, in addition to the tenants own self-contained apartment. Tenants within sheltered housing will be expected to maintain the comfort and safety of other residents and visitors through appropriate use of communal areas, including:

- Acting in a considerate manner and not using abusive or offensive language.
- Not removing official documentation or information from notice board areas.
- Avoiding putting potentially offensive material within communal areas.
- Not removing items from communal areas without permission from the Scheme Co-Ordinator.
- Treating all fixtures and fitting, including communal furniture, with care and respect.
- Ensuring that all visitors behave in an appropriate and considerate manner.
- Ensuring that all events taking place in communal areas are agreed beforehand with the Scheme Co-ordinator and all residents are invited to attend.
- Adhering to the 'Resident Code of Conduct' within the shared communal areas around respect, inclusion, equality and tolerance.
- The considerate and fair use of parking bays.

7.2.2 CCTV and Security Lighting

The council may choose to make use of Closed Circuit TV (CCTV) technology to help improve the management and security of tenants, leaseholders and visitors. Use of CCTV will be advertised in all areas where it is in use. Footage from CCTV may be used as evidence in any legal proceedings.

Security lighting is not generally fitted to council accommodation unless the tenant is particularly vulnerable due to age, disability or domestic violence. In these instances low level security lighting may be installed and maintained in line with the Responsive Repairs Policy.

7.2.3 Graffiti and Fly Tipping

It is the council's aim to keep all estates safe and clean. The council has a zero tolerance stance on graffiti and will do everything in its powers to ensure any offenders are dealt with as quickly possible. Fly tipping is a crime that blights our communities, it is unsightly, can be hazardous and can lead to injuries both to the public and wildlife and is costly to remove.

Therefore, all graffiti or the illegal dumping of waste (known as fly tipping) on all HRA estates will be removed as soon as possible. Where graffiti is considered to be racist or offensive, this will be removed within 24 hours after being reported. Rubbish that is dumped and considered to be a health and safety hazard will also be removed within 24 hours after being reported. Legal action can be taken against householders whose waste is tipped illegally

(whether they know about it or not), which can lead to a fine or imprisonment for those found guilty of fly tipping.

7.2.4 Litter and Dog Fouling Enforcement

The council will proactively work to raise awareness of not littering or allowing dog fouling on the estates, particularly where complaints are received. This includes conducting talks in school, using lamp post stickers or stencils on the pathways. Where a person is witnessed by a council officer committing an offence, the council will issue a Fixed Penalty Notice.

7.2.5 Environmental Improvements

The council may undertake specific works to an estate, a small area within an estate or a small number of properties as part of improving the wider environment of the estate or as part of the planned investment programme. These works may be undertaken to facilitate better use of the space, resolve local issues, reduce anti-social behaviour, improve security or facilitate better community integration.

The council will provide a small amount of funding from the HRA on an annual basis for Neighbourhood Environmental Improvement Schemes and invite bids for funding from local communities. Local communities will be encouraged to develop ideas for improvements to their local area working with council officers, police, the fire service or other local stakeholders. Eligible works can include (but are not limited to);

- fencing
- paving
- tree removal
- security lighting

Bids will be considered by the Tenants Board for approval. Information on funding can be provided by the council staff. Details of schemes completed under this programme will be published on a regular basis.

7.2.6 Management of Land owned by the Housing Revenue Account (HRA)

Across the housing estates the council owns and manages a large number of small plots of land. The council will keep the land clear from rubbish and waste. These areas should not be used for parking unless they are specifically designated as a car-park and maintained as such.

The council is responsible for maintaining footpaths that are on HRA land which are not the responsibility of the Highway Authority. Routine visual inspections of footpaths will take place to ensure these are accessible and well maintained. The inspection will look for any;

- graffiti
- fly tipping
- litter
- drug paraphernalia
- overgrown vegetation
- street lighting

The boundary of a property is determined by the council. At the time of signing for a tenancy this is agreed with the tenant. In the event of any dispute with neighbours around

boundaries or an encroachment by a tenant onto adjoining HRA land, the council's decision around where divisions lie will be final.

7.2.7 Handy Person

The council will 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. Examples of such work undertaken include (but exclusive to);

- smoke alarms
- boiler faults
- basic joinery and plumbing
- door chains
- security lights

7.2.8 Garages

In addition to the housing stock the council owns and manages over 1,000 garages within the Housing Revenue Account. Garages and garage sites are offered on a licence agreement to tenants and as such the tenant has no right to buy on the site and there is no right of succession.

Garage tenants may be offered a garage on the same site or another local site if their garage is considered to be uneconomical to repair or the site is suitable for an alternative use. The council is not responsible for replacement locks to garages as a result of lost keys. Upon termination of the license agreement, the tenant is responsible for clearing any items or belongings to ensure that the garage is suitable to re-let. Where a garage site is abandoned, evicted or terminated it is the tenant's responsibility to remove the existing garage structure. If this is not done, the council will take steps to do so, having served the appropriate notice, and recharge the former tenant any costs incurred.

Vehicles which are considered to be in a dangerous or derelict condition may be removed. Garages should not be used for the purpose of storing items other than vehicles.

7.2.9 Gardens and Pathways

The council will undertake scheduled inspections of gardens and pathways to ensure that the estates are safe, clean and well maintained. Where gardens or pathways are identified as requiring weeding, the removal of moss and litter (including drug paraphernalia) the council will carry out the necessary work or removal immediately upon discovery, if this is practicable or as part of a planned approach.

7.2.10 Gritting

This policy applies only to property and land within the ownership and management of council managed housing stock, estates and land. Therefore, the gritting of adopted public roads and pavements are dealt with separately by the council's Highways Department.

During times of severe winter weather (icy or snowy conditions) the council will take reasonable actions to grit or clear snow from the main communal entrances, paths or access roads to some locations. There is no legal obligation to grit or clear areas due to snow and ice. As the council is unable to grit every location, priority will be given to grit communal paths or entrances on housing land locations where there are particular access difficulties or high concentrations of elderly tenants, such as Sheltered Housing Schemes.

Whilst there is no clear definition of severe weather, the council will consider the Met Offices status alerts/classifications, and take into account local variations; (weather conditions can vary widely across the city, with some housing estates being more prone to the impact of such conditions than others).

The council is unable to preventively grit ahead of any forecast severe weather.

It is the tenant's responsibility to clear individual paths or drives for tenants living in houses, bungalows or some low rise type flats. There are a small number of grit bins on housing land – these provide grit for both Neighbourhood Improvement Officers and residents to use themselves (but this depends on available stock and budget). The use of these by residents is at their own risk.

During severe weather, the Neighbourhood Improvement Officers can suspend their normal duties in order to lay grit and clear snow. However, there are insufficient staffing resources to provide this service to every location, so gritting and snow clearance is prioritised and resources allocated to reflect higher priority areas first.

Extreme severe weather conditions may prevent staff from accessing locations and so the council would be unable to take action to clear or grit communal paths. The provision of gritting and snow clearance will only take place during office hours. No service can be provided out of hours, at weekends or during holiday periods (such as Christmas).

Even when paths are cleared or gritted this is not a guarantee that the paths are completely safe or slip-proof. Additionally roads and pavements may still be untreated. Tenants are advised to avoid unnecessary travel during such conditions and if travel is essential, to ensure caution is used.

Each autumn or early winter, Local Centres will review their stocks of grit and if necessary, order stock. Storage capacity is limited and during prolonged severe weather, stocks may run low or be used up. Reasonable attempts will be made to obtain replacement stocks, but this is dependent upon supply and demand. Additionally, during periods of particularly prolonged severe weather, the council may be subject to the strategic control for the supply and deployment of grit stocks for the city. In such a period, stocks for housing use may be rationed or not be available.

7.2.11 Trees

The council will maintain trees that are on council-owned land. Checks are carried out through the Planning Portal to establish whether the tree is within a Conservation Area or has a Tree Preservation Order before any work is begun. If the tree is within a Conservation Area or has a Tree Preservation Order, only works that fall under the category of;

- dead
- dying
- dangerous
- diseased

may be carried out by the council, following an assessment by the council's Arboreal Officer. Otherwise, no works will be undertaken until permission is sought by the Planning Department.

If the tree is within a tenant's garden, they will be given assistance with minor pruning if they are considered to be vulnerable or with health issues. More specialist pruning or larger works may be conducted by a contractor on behalf of the council as approved by the council's Arboreal Officer.

8. Complaints

The council actively encourages all customer feedback about its services. Therefore, the council is committed to:

- dealing with complaints and comments quickly and effectively; and
- using complaints, comments and compliments to review and improve our services

Where a tenant considers that the council has given a poor service or has got something wrong, they may tell the member of staff in the first instance. This will not be treated as a formal complaint (unless asked to do so) but comments will be used to take appropriate action, or give information.

If a tenant does not want to do this or is unhappy with the response, they may make a complaint, which can escalate from stage 1 or stage 2 if they are still not satisfied with the response. Having been through stages 1 and 2 and they are still not satisfied, the tenant may contact the Housing Ombudsman Service. More information may be found on [Comment on a council service | Comment on a council service | Stoke-on-Trent](#)

8. Financial Implications

The costs for delivering this policy are accounted for within the Housing Revenue Account and associated 30 Year Business Plan. Tenants directly fund some costs through the application of service and facility charges for example grounds maintenance. An independent organisation is due to be commissioned to carry out a full review of these charges to tenants and leaseholders.

9. Consultation

This policy has been developed in conjunction with officers and tenants through the Housing Management Board and Tenants Board.

10. 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:

- Tenancy Agreement (2017)
- Anti-Social Behaviour Statement (Draft)
- Anti-Social Behaviour Policy (Draft)
- Rent Setting and Collection Policy (Draft)
- Void Management Policy (2013)

- Compensation Policy (2017).
- Decants Policy (2017)
- Housing Managed Estates Gritting Policy (2016)
- Repairs and Maintenance Policy (2016)

11. Measuring Performance

Performance is managed by the Housing Management Strategic Manager and further reported to the Director of Housing and Customer Services through the Operational Business Management Meetings. Performance reports are also provided to the Tenants Board in order to inform programmes of scrutiny and audit.

Information relating to Anti-Social Behaviour is reported on a quarterly basis as part of the council's Strategic Performance Framework. The framework is intended to enable effective performance management by ensuring that the Council's vision and priorities are translated into clear plans and measurable outcomes. This is reported to the City Director at Senior Management Team meeting, then to Councillors at the Performance Board and finally to Cabinet.

Key measures for tenancy and estate management services will include those within (but are not limited to):

- Tenancy audits
- Anti-Social Behaviour
- Estate management relating to sustainability of tenancies and turnover

For comments in relation to this policy and its development please contact the Housing Enabling Team;

- Telephone: 01782 238800
- Email: housing.strategy@stoke.gov.uk
- Post: Enabling and Projects Team, Floor 2, Civic Centre, Glebe Street, Stoke-on-Trent ST4 1HH.

Glossary / Definitions

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 – are areas inside and outside of a property, including entrances, halls stairways, passages, balconies, yards, lifts, fire escapes, shared roads and paths leading to or from the property, communal grasses and cultivated areas, communal drying areas and playing areas, communal forecourts and other shared areas to which the tenant and neighbours have equal access.

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).

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

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

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.

Introductory Tenancy - All new council tenancies will be offered Introductory Tenancies for the initial 12 month period, which automatically become a secure tenancy if there has been no breaches of the terms of the tenancy agreement. Where breaches occur, the council may extend the introductory period by 6 months.

Introductory tenants have reduced rights compared to secure tenants

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

Succession – a succession is the legal term for a spouse or civil partner continuing a tenancy after the death of a tenant. This can only happen once.

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