



## Tenancy & Neighbourhoods Policy

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## Tenancy & Neighbourhoods Policy

| <b>Title</b>                                 | <b>Section</b> | <b>Last Reviewed</b> |
|--|----------------|----------------------|
| Tenancy Policy                               | 1              | October 2016         |
| Allocations Policy                           | 2              | October 2016         |
| Financial Inclusion Policy                   | 3              | October 2016         |
| Rent Collection, Arrears and Eviction Policy | 4              | October 2016         |
| Anti-Social Behaviour Policy                 | 5              | October 2016         |
| Rent & Service Charge Policy                 | 6              | October 2016         |
| Recharge and Sundry Debt Policy              | 7              | October 2016         |
| Neighbourhood and Community Policy           | 8              | October 2016         |
| Tenancy Fraud Policy                         | 9              | October 2016         |
| Hate Crime Policy                            | 10             | October 2016         |
| Domestic Abuse Policy                        | 11             | October 2016         |

**Tenancy Policy**

**This document forms section one of Victory's Tenancy & Neighbourhoods Policy.**

**Last Reviewed: October 2016**



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## Tenancy Policy

### 1.1 Policy Statement

1.1.1 Victory is committed to providing access to housing to those in housing need and supporting investment in local communities.

1.1.2 In order to ensure that tenants have the right home for as long as they need it, Victory will:

- Ensure that tenancies granted are transparent and fair
- Assist mobility and respond to the changing needs of tenants
- Ensure we comply with all legal and regulatory requirements and standards
- Make the best use of our housing stock to reduce the impact where demand for social housing exceeds supply
- Co-operate with local authority partners in the development of their tenancy strategies

1.1.3 Victory will use its role as a responsible social landlord to support tenants to enable them to achieve their housing aspirations.

1.1.4 This policy will provide a framework for offering tailored housing options and advice at appropriate intervals. This will ensure that housing circumstances do not become a barrier to achieving broader life aspirations.

#### Tenancy Types

1.1.5 Each Victory tenant will be issued with their own tenancy agreement containing the terms and conditions associated with their tenancy. Rents are determined by Victory's Rent and Service Charge Setting Policy

1.1.6 The types of tenancies offered by Victory are:

| <b>Tenancy Type</b>   | <b>Who will this be offered to</b>  |
|---|---|
| Licence Agreement   | <ul style="list-style-type: none"><li>• Residents in short term temporary accommodation</li><li>• Residents using garages or parking spaces</li></ul>   |
| Starter tenancy<br>12 months – may be extended to 18 months | <ul style="list-style-type: none"><li>• All new tenants from 1<sup>st</sup> September 2012.</li></ul>   |
| Assured Tenancy   | <ul style="list-style-type: none"><li>• Existing social housing tenants with an Assured Non Short-hold tenancy who are transferring from another Victory owned property or a property owned by another social landlord (unless they are</li></ul> |

| Tenancy Type                  | Who will this be offered to  |
|-------------------------------|--|
|                               | choosing to move into a property let at an affordable rent)  |
| Leasehold/Shared Owner        | <ul style="list-style-type: none"> <li>• Residents who own a share in their property</li> <li>• Residents who own their home and Victory own the freehold of the land</li> </ul>   |
| Fixed Term tenancy<br>5 years | <ul style="list-style-type: none"> <li>• All new social housing tenants from 1<sup>st</sup> September 2012 following successful completion of a 12 (or 18) month starter tenancy</li> <li>• All new tenants of properties being let at affordable rents regardless of their previous tenure</li> </ul> |
| Demoted tenancy               | <ul style="list-style-type: none"> <li>• Existing Victory housing tenants who cause serious anti-social behaviour or allow it to be caused - Victory may apply to the County Court for an order to reduce the security of the tenure to a Demoted Tenancy</li> </ul>                                   |
| Assured Shorthold Tenancy     | <ul style="list-style-type: none"> <li>• Existing Social housing tenants who have previously caused serious anti-social behaviour or allowed it to be caused and who Victory have believe may cause Anti Social behaviour in the future</li> </ul>   |
| Equitable Agreements          | <ul style="list-style-type: none"> <li>• An agreement granted to a minor under the age of 18 who cannot therefore hold a tenancy at law. The tenancy would be converted to a Starter Tenancy on the minor's 18<sup>th</sup> Birthday</li> </ul>  |

#### Length of fixed term tenancies

- 1.1.7 Victory seeks to offer tenants a period that allows a degree of stability to enable them to invest in their home and community. To achieve this Victory will offer a five-year fixed-term tenancy to new tenants, with the exception of when the householder is transferring or exchanging from a secure or assured tenancy with Victory or another social landlord.
- 1.1.8 A fixed-term tenancy may be renewed following a review with the tenant on their current circumstances and needs. This review will also take into consideration the needs of the community. Where a tenancy is renewed, a further five year fixed tenancy will normally be offered.

### Use of fixed term tenancies in sheltered housing

- 1.1.9 All new social housing tenants, except sheltered housing tenants who live in a sheltered scheme where there are communal facilities are issued with fixed term tenancies.
- 1.1.10 The adoption of this approach will allow a degree of flexibility, particularly in those schemes that do not have communal facilities, and which had previously been identified as potential candidates for trickle transfer to general needs accommodation restricted for those aged over 55.

### Rent Arrears and anti-social behaviour

- 1.1.11 Victory recognises that landlords already have powers to regain possession of a property where ASB and rent arrears are issues and that starter tenancies provide a further effective mechanism for managing tenants' behaviour. However, Victory can envisage circumstances where we may not wish to reissue a further fixed term tenancy based on these tenancy management issues and that this flexibility may also serve as a useful deterrent in managing cases of ASB and rent arrears.

### Re-issuing fixed term tenancies

- 1.1.12 Victory expects the majority of fixed term tenancies to be renewed at the end of the five-year period unless:
- The property is adapted and no one residing at the property requires the adaptations
  - The property is under-occupied
  - The resident's financial circumstances have changed so that other housing options are available such as home ownership, renting at full market value and other tenures
  - Any breaches of tenancy or tenancy fraud are identified during the fixed term tenancy review process (which would result in enforcement action)
  - The resident and / or their advocate do not engage in the fixed-term tenancy review
  - Works are planned on a property in the next five years (which would require its redevelopment or demolition).
  - Disposal of the property is planned in the next five years
- 1.1.13 Even where the fixed term tenancy review identifies that the tenancy should not be renewed, Victory would still consider renewing the tenancy where: -
- Care and support needs can only be met if the resident remains in the property.

- The tenancy falls within an area operating a Local Lettings Policy and ending the fixed-term tenancy might conflict with the regeneration objectives of the area. Examples of this would include activity to create mixed income neighbourhoods or activity to increase levels of people in work.

#### Fixed-term tenancy reviews

- 1.1.14 Victory acknowledges that a tenant's housing circumstances can have a profound impact on their health and well-being.
- 1.1.15 Victory will focus on providing prospective and existing tenants with financial and debt advice and assistance and opportunities to engage in training and education. This assistance will be available throughout the period of their tenancy. We will provide advice and assistance to enable people with more complex needs to access support and services.
- 1.1.16 A fixed-term tenancy review will be conducted in the final year of the tenancy and tenants will be advised of the outcome at least 6 months before the tenancy end date. The review will involve an interview and assessment to establish the tenant's current personal circumstances and review the need for the current home they occupy. The review will explore the resident's housing, employment and social aspirations and how these might be achieved through the range of housing options available.
- 1.1.17 Following the review one of the following actions will be considered by Victory:
- The fixed-term tenancy is extended for a further 5 years.
  - The fixed-term tenancy is extended for a further 5 years but in alternative accommodation that will better suit the needs of the tenant, for example smaller accommodation.
  - An alternative housing option is available and appropriate for the household, for example, shared ownership or renting in the private sector.
  - The fixed-term tenancy is not renewed and a six month notice to end the fixed term tenancy is issued. The tenant will be allocated a named officer to provide housing options advice and assistance to support them to secure suitable alternative accommodation. The officer will liaise with local authority partners in order to support the tenant into alternative accommodation.
- 1.1.18 Victory will provide tenants with reasonable support and assistance to participate in the tenancy review process.
- 1.1.19 Victory will provide appropriate advice and assistance to address these needs.

## Housing Options and advice

- 1.1.20 Victory will provide tenants with housing options advice and assistance.
- 1.1.21 The main purpose of this advice and assistance will be to ensure tenants are aware of the different housing options open to them given their particular circumstances and have appropriate support to access those different options.
- 1.1.22 We will provide advice and assistance in the following circumstances:
- During fixed-term tenancy reviews Victory will provide tenants with advice about different housing options and how these may assist in achieving personal aspirations.
  - When a resident's current housing circumstances no longer meets their needs, advice and assistance will be given to access different accommodation.
  - Where a resident's fixed term tenancy is coming to an end and is not being renewed.
  - Where someone is living in temporary accommodation will work with other agencies to ensure that they place particular emphasis on planning and providing appropriate support and advice about future housing options as part of the wider package of support.
  - Where someone is living in a Victory home and has no right to remain there.
  - When a tenant is occupying a property with an affordable rent and this is leading to financial difficulties or presents a barrier to achieving employment or other aspirations.
- 1.1.23 The amount of advice and assistance will be tailored to the needs and circumstances of the resident and will include close working with local authority strategic housing teams.
- 1.1.24 Tenants who have a fixed-term tenancy that is not being renewed will be allocated a named officer who will provide on-going housing options advice and assistance.
- 1.1.25 Where a tenancy has ended due to under-occupation, and the household would otherwise have had their tenancy renewed, Victory will endeavour to offer an alternative tenancy in suitable alternative accommodation. Where alternative accommodation is offered and accepted, Victory will consider offering the household assistance to move.
- 1.1.26 Victory cannot guarantee that alternative accommodation will be found as this will be dependent on the properties that are available and whether there is a suitable alternative.

## Ending tenancies

- 1.1.27 Victory will terminate tenancies and licences by giving notice as prescribed in law. When ending a fixed term tenancy tenants will be informed of the decision to end their tenancy six months before the stated end of the tenancy.
- 1.1.28 Any tenant who is given notice that their fixed term tenancy is ending will be given appropriate housing options advice and assistance.
- 1.1.29 In the case of termination of the tenancy, if the tenant does not leave the property on or before expiry of the notice period, Victory will apply for a court order for possession. In the case of a licence we will take possession without court action (as this is not required) whilst ensuring our procedures reflect good practice.

## Appeals

- 1.1.30 Victory will provide access to an appeals process for tenants wishing to appeal the decision to terminate their fixed-term tenancy.
- 1.1.31 Tenants will have 14 days in which to appeal following service of the notice to end the fixed-term tenancy. Appeals against the decision not to renew a fixed term tenancy will be dealt with via Victory's formal complaints process, entering the complaints process at the Review stage.
- 1.1.32 To ensure both consistency and transparency, regular analysis of the appeal decisions will be carried out.

## **1.2 Background**

- 1.2.1 The Concept of tenancy policies was introduced initially as part of the wider package of social housing reforms set out by the Government in "*Local decisions: a fairer future for social housing*". The reforms included the introduction of fixed term tenancies and affordable rent, changes to allocations and homelessness and promotion of increased mobility for social tenants. These proposals are being implemented through the Localism Act and changes to regulatory standards that all social landlords are expected to meet.
- 1.2.2 Until now, social housing has generally been provided as a "lifetime" right unless tenants breached their tenancy conditions. Tenancy types varied with Secure and Assured tenancies being the main types of tenancies used.
- 1.2.3 The objective of the revised national Tenure Standard is to ensure that social housing is occupied by those who are unable to secure accommodation in the private sector and that the accommodation meets the needs of their household.
- 1.2.4 The Government has undertaken to protect the rights of existing tenants, but for new tenants they have been clear that social housing should no longer be seen as a tenancy for life.

1.2.5 Tenancy policies now need to reflect local need, the make-up of stock and “*have regard to*” the strategic expectations of local authority partners.

1.2.6 The Localism act does not place a statutory obligation on housing providers in relation to tenancy policies. Instead, a new regulatory requirement to develop a tenancy policy has been created through changes to the regulatory standards framework.

1.2.7 The revised tenure standard sets out the following required outcome for all housing providers:

*Registered providers shall issue tenancies which are compatible with the purpose of the accommodation, the needs of individual households, the sustainability of the community, and the efficient use of housing stock.*

1.2.8 In addition, the standard sets out the following specific expectation:

*Registered providers shall publish clear and accessible policies which outline their approach to tenancy management, including interventions to sustain tenancies and prevent unnecessary evictions and tackling tenancy fraud.*

### **1.3 Purpose**

1.3.1 This policy is intended to be an overarching document that sets out how Victory will use flexible tenancy options. It also clarifies how Victory will support tenancy sustainment and prevent unnecessary eviction, tackle tenancy fraud, ensure consistency of service delivery and enable the efficient use of housing stock.

### **1.4 Scope**

1.4.1 This policy is relevant to all tenancies issued by Victory.

### **1.5 Roles and Responsibilities**

1.5.1 The Board has overall responsibility for this policy.

1.5.2 The Executive Team is responsible for overseeing the implementation of the policy.

1.5.3 Assistant Directors and Managers are responsible for ensuring that all aspects of their services comply with the policy.

1.5.4 Employees are required to ensure that they act in accordance with the policy

### **1.6 Implementation and Monitoring**

1.6.1 The Assistant Director of Housing will monitor and review the effectiveness of this policy and associated procedures, including:

- The issuing of legally compliant tenancy agreements

- The number of starter tenancies and fixed term tenancies issued
- The review process for starter tenancies and fixed term tenancies
- The number of fixed term tenancies not reissued
- Compliance with the regulatory framework

## **1.7 Legal References**

1.7.1 The key primary legislation and guidance underpinning this policy is as follows:

- Housing Acts 1980, 1985, 1988, 1996
- Localism Act 2011

## Tenancy & Neighbourhoods Policy | 2

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### Allocations Policy

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**This document forms section two of Victory's Tenancy & Neighbourhoods Policy.**

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Last Reviewed: October 2016



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# Allocations Policy

## 2.1 Policy Statement

2.1.1 Victory is committed to ensuring that we provide high quality services to all our residents regardless of race, ethnicity, sexuality, age, gender or disability. It is our aim to help create and sustain, balanced, cohesive and sustainable communities where people will want to live.

2.1.2 Victory will appropriately and carefully exercise discretion when we deem it necessary to do so in the best interests of fairness to our residents and/or our stakeholders when implementing this policy. Discretion may be exercised, for example with, sensitive lettings, hard to let properties, abandoned tenancies and lettings to minors.

2.1.3 In operating this policy and to ensure transparency and openness in all allocations Victory will:

- Ensure that we allocate our homes in a fair, transparent and efficient way.
- Take into account the housing needs and aspirations of both residents and potential residents.
- Make the best use of available housing that is in line with Victory's strategic objectives.
- Contribute to local authorities' strategic housing function.
- Ensure allocations are sensitive with the aim of creating strong and sustainable communities.
- Enable residents to exercise their personal choice to select the type and the location of the property they want to live in.
- Ensure that the applicant understands and can afford the charges associated with the property they have selected.
- Help applicants and residents to understand what they can expect from our Allocations service, through published service standards and regular, clear performance information on how and who we let properties to.
- Provide equal access to services taking into account the diversity of our residents, including age, ethnic origin, disability, gender, sexual orientation, marital status and religion or beliefs.
- Provide a flexible, responsive lettings service to meet the housing needs of our existing and potential residents in partnership with local authorities and other statutory and voluntary agencies.
- Have due regard to overcrowding and under-occupation.
- Have due regard to affordability.
- Provide a clear appeals procedure.

2.1.4 Victory does not hold its own waiting list or housing register. We work across several local authority areas, having different nomination arrangements and allocations policies. Demand for properties can vary greatly and there are many different local issues which may be addressed by local letting plans.

Our priority is to work in partnership with local authorities to meet local housing needs and create diverse and sustainable communities.

- 2.1.5 Victory allocates homes through four main routes: nominations, choice based lettings, transfers and referrals from other agencies.
- 2.1.6 Where local authorities operate choice based lettings schemes we use these schemes to increase applicants' choice about where they live.
- 2.1.7 Where a Choice Based Lettings Scheme is not in operation, we work in partnership with local authorities by offering a percentage of properties to nominees from their housing registers (normally 100% on new developments and 50-75% thereafter) depending on the nominations agreement we have with each local authority.
- 2.1.8 We will request an appropriate level of personal household information from our local authority partners and from applicants directly in order for us to make a sensitive and appropriate allocation. This will include:
- Proof of applicant and household details
  - Proof of eligibility for housing
  - Proof of Income details
  - Photographic ID
  - Proof of ID
  - Proof of residency
  - Any care and support needs
  - Previous tenancy details, including details of any rent arrears, anti-social behaviour, violence or criminal behaviour.
- 2.1.9 Existing tenants in housing need wishing to transfer accommodation must apply and be assessed under local authorities' housing registers. Normally only tenants in permanent self-contained homes are able to transfer to another home but Victory will adhere to any statutory or regulatory requirements for those with assured shorthold or fixed term tenancies.
- 2.1.10 Transferring tenants in the North Norfolk District Council area will be given preference for up to 20% of Victory properties advertised via the Choice Based Lettings scheme.
- 2.1.11 In allocating properties advertised as part of this "Transfer Quota", Victory will allocate properties in the following priority order:
- Applicants who are current Victory Tenants who are living in a property that has been identified for Redevelopment or significant major works and the work is due to start within 12 months
  - Applicants who are current Victory tenants are who are living in a property that has been identified for potential disposal

- Applicants who are current Victory tenants living in a property that is under occupied and are affected by the social sector size criteria and requesting a move to a property that matches their needs
- Applicants who are current Victory tenants living in a property that is under occupied or overcrowded and are requesting a move to a larger or smaller property that matches their needs
- Applicants who have succeeded to a Victory property that is too large for their needs and are requesting a move to a smaller property that matches their needs
- Applicants who are currently Victory Housing Trust tenants
- Applicants who are tenants of another Social Housing provider
- All bidders, whether they are currently a social housing tenant or not

2.1.12 Victory will agree an allocation process for each supported housing scheme based on the objectives of the specific scheme; the involvement of other care or support agencies; the requirements of any funding or management agreements in place.

2.1.13 Victory will let its properties using a range of tenancy agreements depending on the circumstances and the properties and in line with our Tenancy Policy.

2.1.14 In order to help us achieve balanced and sustainable communities, we will work in partnership with Local Authorities and existing communities to develop local lettings plans - particularly for new developments. Where local lettings plans are in operation these will take priority for that particular area or estate over our normal allocations policy. We will publicise the detail of any local lettings plans to residents of these areas and other residents on request.

2.1.15 Victory believes tackling overcrowding and under-occupation is a key factor in improving the life chances of potential and existing residents, and we will:

- Aim to let all properties appropriately to ensure the best use of stock.
- Never knowingly let a property to any tenant where we are aware that overcrowding would occur from the beginning of the tenancy.
- Work in partnership with local authorities to minimise and alleviate overcrowding and under-occupation.
- On occasion let properties on an under-occupation basis in local lettings plans to enable families to grow into the property and contribute to the sustainability of their tenancy and the neighbourhood in which they live.
- Proactively encourage under-occupying residents to move to smaller properties.

2.1.16 Victory will not create artificial barriers to accessing housing but reserves the right to exclude an applicant from being considered for housing in the following instances:

- where there is evidence that there has been a serious breach of tenancy.
- where they have committed acts of physical violence or harassment against others.
- where the property is unable to meet the applicant's housing and support needs, although it may be possible to negotiate an individual support package to meet an applicant's needs.
- where the applicant has been previously housed by Victory, the applicant can only be offered further accommodation where there are no outstanding debts or they have come to an agreement, have signed up to a payment plan and have been actively reducing any former debt for a period of 6 months.
- where applicants have been previously evicted from a Victory property.
- where applicants have been previously evicted by other landlords; in this case the specific reasons for this will be taken into consideration.
- where applicants have failed to provide accurate information or have provided misleading information on their housing application.
- where it is known that an applicant has contributed to the poor condition of their previous tenanted property.
- Where an applicant has not provided the necessary proof to the Local Authority that they have access to public funds. Examples of eligibility are:
  - Residents card confirming access to public funds
  - Letter from Home Office confirming access to public funds
  - Required stamp in passport

2.1.17 Victory will not knowingly create a tenancy that is not sustainable on the grounds of affordability. Before making an offer of a tenancy we will carry out an affordability assessment. We would refuse an applicant where the total rent and service charge would exceed 30% of their weekly income and there was no evidence of how this differential would be covered during the term of the tenancy.

2.1.18 In supported housing schemes there will be an assessment of the needs of the applicant and the eligibility criteria for the scheme; alongside the needs of existing residents and the support and care resources available.

2.1.19 Victory will provide access to an appeals process for tenants wishing to appeal an allocation decision.

2.1.20 To ensure both consistency and transparency, regular analysis of the appeal decisions will be carried out.

## **2.2 Introduction**

2.2.1 Victory provides essential affordable rented and shared ownership homes in Norfolk, with the aim of building stronger communities and improving the lives of our residents.

2.2.2 Victory recognises that our homes are a valuable resource that should be allocated in an appropriate, open and transparent way.

## **2.3 Purpose**

2.3.1 This policy defines Victory's overall corporate approach to allocations and lettings.

## **2.4 Scope**

2.4.1 This policy applies to the allocation of all Victory homes for rent. This policy is intended to give general guidance as to how we allocate our rented homes. However this must be viewed in the context of the diverse nature of Victory's services and the individual agreements with local authorities that may be in place.

## **2.5 Roles and Responsibilities**

2.5.1 The Board has overall responsibility for this policy.

2.5.2 The Executive Team is responsible for overseeing the implementation of the policy.

2.5.3 Assistant Directors and Managers are responsible for ensuring that all aspects of their services comply with the policy.

2.5.4 Employees are required to ensure that they act in accordance with the policy

## **2.6 Implementation and Monitoring**

2.6.1 The Assistant Director of Housing will monitor and review the effectiveness of this policy and associated procedures. We will analyse the information collected from CORE (COntinuous REcording of Lettings and Sales) on a regular basis. We will monitor the following:

- Turnaround time for general needs and sheltered housing voids.
- The issuing of legally compliant tenancy agreements.
- Allocations made under the 20% Transfer Quota.
- Compliance with the regulatory and Statutory frameworks.
- Percentage of residents satisfied with the lettings service.
- Number of Tenancy terminations and reasons.
- Numbers and reasons for exclusions and suspensions.
- Number of applicants refused after an affordability assessment.

2.6.2 As part of this policy, Victory will use local resident profile data to identify resident needs and preferences so that service delivery can be tailored appropriately to individuals. Resident profile data will be used for monitoring purposes on an on-going basis so that emerging trends can be identified and the service can be shaped accordingly.

2.6.3 The Victory Board, Resident Scrutiny Committee and the Tenancy and Neighbourhood Forum will be kept up to date about any relevant tenancy issues arising from the application of this policy.

## **2.7 Definitions and Policy links**

2.7.1 **Nominations Agreement:** - The agreement sets out the means by which the local authority will nominate applicants to vacant properties from its housing register. It sets out the percentage of vacancies in Victory's stock to which nominations may be made each year.

2.7.2 **Starter Tenancies** - This starts as an assured shorthold tenancy (one with little security of tenure, which usually converts to a five year fixed term tenancy on the first anniversary after the start of the tenancy).

2.7.3 **Choice Based Lettings** – This method is used to allocate homes, to give applicants on the local authority housing register more choice about the type of property and the area where they want to live.

2.7.4 As a Housing document, this policy maintains links to all other organisational policies but specifically to:

- Victory's Tenancy Policy
- Victory's Rent & Service Charge Setting Policy
- Victory's Corporate Plan
- Victory's Equality and Diversity Policy

## **2.8 Legal References**

2.8.1 Social housing allocations fall under Part 6 of the 1996 Housing Act. The Localism Act 2011 introduced significant amendments to Part 6 and allows councils to better manage their waiting lists to encourage work and mobility and to tailor their allocation priorities to meet local needs and circumstances.

2.8.2 The Welfare Reform Act 2012 reduces Housing Benefit entitlement for working age social sector tenants who under-occupy their property from April 2013.

2.8.3 The Data Protection Act 1998 relates to the processing of personal data provided by applicants.

## Tenancy & Neighbourhoods Policy **3**

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### Financial Inclusion Policy

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**This document forms section three of Victory's Tenancy & Neighbourhoods Policy.**

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Last Reviewed October 2016



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# Financial Inclusion Policy

## 3.1 Policy Statement

3.1.1. Victory recognises that many of our residents may be financially excluded and that this can have a detrimental impact on day-to-day living and quality of life.

3.1.2. Victory is committed to promoting financial inclusion, tackling financial exclusion and enhancing the financial capability of its residents.

3.1.3. The key objectives of this policy are to ensure that Victory residents have access to:

- information, support and advice where they are in or likely to experience financial difficulty
- information and support to help prevent them getting into financial difficulty
- support and guidance to maximise their income and welfare benefits take-up
- support to access bank accounts and sources of affordable credit, savings and insurance

3.1.4. We will:

- not knowingly create tenancies which are not affordable – we will carry out an affordability assessment with each applicant before a tenancy is offered
- offer help to residents who have rent arrears and other debts
- provide advice and information to our residents on debt, benefits and other money matters, through our website and in our office
- provide access to financial capability training and support
- promote and support credit unions operating in the areas where we have housing stock, displaying their literature in our office and by including information about credit unions and budgeting accounts at sign-up
- promote the home contents insurance scheme through the Victory website, in Victory News and in sign-up packs and by having information available in our office
- help residents to maximise their income and increase the amount of benefits claimed, through the provision of information, advice and help with claiming

- work to reduce fuel poverty, through energy efficiency measures such as the installation of central heating, double glazing, cavity wall and loft insulation, proper insulation of hot water cylinders and pipework and the use of efficient condensing boilers
- support and promote local furniture reclaim schemes
- promote the oil loan scheme with the Eastern Savings and Loan Credit Union

3.1.5. Successful partnership working is key to delivering good quality financial inclusion measures and we are committed to building upon our existing range of partnerships to support this area of our work.

3.1.6. We will work closely with the local authorities in those areas where we have housing, particularly the housing benefit departments; local credit unions; relevant voluntary agencies, such as the CAB and other advice providers; and with those registered social landlords and other agencies that provide support to our residents.

## **3.2 Background**

3.2.1. The objectives of this policy will help us to achieve the following strategic objectives:

- “To provide first class value for money services”.
- “To meet the needs of our residents, communities and stakeholder”.
- “To preserve and create strong, safe, vibrant communities where tenants and residents are proud to live”.

## **3.3 Purpose**

3.3.1. Financial exclusion is often linked to a lack of financial capability. Being financially capable means being able to make ends meet; keep track of personal finances; plan ahead financially; make informed choices about financial products; and stay informed about financial matters.

3.3.2. Maximising our residents’ income and helping them to manage debt, along with the other work to achieve financial inclusion, is expected to have a beneficial impact on rent arrears and other debts and on the number of evictions, voids and failed tenancies. Financial inclusion work will also have a positive impact on levels of resident satisfaction.

## **3.4 Scope**

3.4.1. The Financial Inclusion Policy applies to:

- All tenants and leaseholders managed by Victory.

### **3.5 Roles and Responsibilities**

- 3.5.1. The Board has overall responsibility for this policy.
- 3.5.2. The Executive Team is responsible for overseeing the implementation of the policy.
- 3.5.3. Assistant Directors and Managers are responsible for ensuring that all aspects of their services comply with the policy.
- 3.5.4. Employees are required to ensure that they act in accordance with the Policy in carrying out their duties.
- 3.5.5. Any breach or alleged breach of the policy will be taken seriously and investigated fully. Any breach or alleged breach of the policy by staff may result in action under Victory's Human Resources Policies. Any breach or alleged breach of the policy by contractors may result in action under the terms of their contract, and serious breaches may result in the determination of the contract.

### **3.6 Implementation and Monitoring**

- 3.6.1. Victory set targets for rent arrears in general needs and sheltered housing. These targets are reviewed annually. Performance is measured against these targets and published regularly.
- 3.6.2. We will measure residents' satisfaction through STAR surveys and other surveys, as well as through formal complaints.
- 3.6.3. We are aware of the diverse needs of the wider community and will work to engage disadvantaged groups and those that are under-represented and ensure their views are taken into account in implementing our financial inclusion work.
- 3.6.4. The development of this strategy will take into account the requirements of our Equality and Diversity Policy.
- 3.6.5. Victory is committed to involving residents in the decisions that affect their homes and the schemes and/or neighbourhoods in which they live.
- 3.6.6. Victory is committed to placing resident involvement at the heart of our financial inclusion work.

### **3.7 Definitions and Policy Links**

- 3.7.1 The key primary legislation and guidance underpinning this policy is as follows:
  - Equality Act 2010
  - Welfare Reform Act

- Equality and Diversity Policy
- “Financial exclusion” describes the position faced by those who are unable to access mainstream financial products, such as a bank account, savings, insurance or affordable credit.
- Financial inclusion - “Financial inclusion is a state in which all people have access to appropriate, desired financial products and services in order to manage their money effectively. It is achieved by financial literacy and financial capability on the part of the consumer, and financial access on the part of product, services and suppliers” (Transact 2007).

## Tenancy & Neighbourhoods Policy | 4

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### Rent Collection, Arrears and Eviction Policy

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This document forms section four of Victory's Tenancy & Neighbourhoods Policy.

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Last Reviewed October 2016

# **Rent Collection, Arrears and Eviction Policy**

## **4.1 Policy Statement**

**4.1.1** This policy covers the aims and objectives of Victory in its approach to rent collection, rent arrears recovery and evictions.

**4.1.2** Victory will:

- Collect rent and other income to minimise arrears and bad debts;
- Work in partnership with other agencies to ensure that tenants' support needs are identified in order to help them sustain their tenancy;
- Provide tenants and leaseholders with
  - A number of different methods to pay rent and service charges
  - Regular and accessible information on rent and service charge accounts
  - Advice and support to those who have, or think that they may encounter, difficulties paying their rent

**4.1.3** Victory aims to limit the occurrence of debt by being proactive, supporting our residents and also giving a clear message that debts will be pursued.

**4.1.4** Whilst Victory is committed to ensuring that its rent levels are affordable to those it houses, it also recognises the need to help tenants to maintain prompt and regular payments of rent and service charges and to improve their ability to do so through advice and help with claiming all eligible welfare benefit entitlements.

**4.1.5** Once accrued, arrears are costly and time consuming to recover. Court costs are passed to the tenant, increasing their debt and possibly decreasing their ability or motivation to clear the outstanding amounts. High arrears levels place tenants at risk of losing their homes. Preventative action is therefore key to the arrears management process and makes a major contribution to maximising the amount of rent collected and to avoid causing homelessness.

**4.1.6** Victory has a wide range of tenants and some of these will be vulnerable in some way. This policy and associated procedure recognises this and we will deal sympathetically in such circumstances. Because of vulnerability certain recovery actions may not be appropriate in an individual's circumstances. It is important in cases involving vulnerable residents that all relevant facts are taken into consideration and that all appropriate agencies are involved in order to avoid vulnerable residents from getting into difficulties with their rent.

**4.1.7** The approach this Policy takes for all residents is:

- consistent
- fair but firm
- efficient
- effective
- confidential

- sensitive

**4.1.8** Whilst a serious view will be taken of outstanding rent arrears, it is recognised that many tenants are financially or otherwise disadvantaged and a caring and sympathetic approach will be adopted. In particular, the specific needs of minority ethnic groups, people having disabilities, the elderly and seasonal workers will be taken into account in the collection and supporting information process.

**4.1.9** In considering Legal Action and Evictions, Victory will:

- only secure possession as a last resort when we have explored all other options
- explain legal rights to residents and what will happen if we have to go to court or need to take possession of homes
- ensure appropriate referrals are made to the homelessness team and other housing advice services
- ensure compliance with the pre action protocol for possession claims

**4.1.10** We will not take action against tenants who are pending a housing benefit claim, which will substantially reduce the arrears, provided they have made a claim and provided information to the benefit authority in a timely way.

**4.1.11** Victory will seek to recover former tenant arrears, where it is cost effective to do so. It is recognised that some small debts will be uneconomical to recover through the Courts and may be written off in consultation with the Director of Finance, and in accordance with Financial Regulations.

**4.1.12** Where Victory does not have a current address for a former tenant a debt collection agency may be used to try and locate the debtor and collect the arrears.

**4.1.13** Where a former tenant has left a credit on an account, Victory will arrange a refund.

**4.1.14** There are time limits in which to take court action to recover debts defined under the Limitation Act 1980 as "limitation periods". For most debts this period lasts for six years.

**4.1.15** If a resident is in arrears with their garage rent, we will take steps to recover the debt.

**4.1.16** Victory may agree to transferring tenants with arrears in exceptional circumstances and subject to them meeting the following criteria:

- The agreement of a payment plan with regular payments being made and payments up to date
- The supply of 3 months' bank statements
- The completion of a full affordability assessment
- Attendance at an interview with a Senior Housing Manager
- The applicants must be moving to a property that meets the needs of the family (i.e. not under or over occupying)

## **4.2 Background**

**4.2.1** Victory has a strategic objective “to meet the needs of our residents, communities and stakeholders” and “to provide first class value for money services”.

**4.2.2** Victory is committed to having a published policy on Rent Collection, Arrears and Eviction that clarifies a range of issues for residents and stakeholders and which are aligned to regulatory standards

## **4.3 Purpose**

**4.3.1** This policy defines Victory’s overall corporate rental income management approach to residents in the communities it serves. Maximising rent collection and minimising debt are two of our key responsibilities.

## **4.4 Scope**

**4.4.1** The Rent Collection, Arrears and Eviction policy only applies to:

- All Tenancies, licences, leases and service charges of freeholders managed by Victory.

## **4.5 Roles and Responsibilities**

**4.5.1** The Board has overall responsibility for this policy.

**4.5.2** The Executive Team is responsible for overseeing the implementation of the policy.

**4.5.3** Assistant Directors and Managers are responsible for ensuring that all aspects of their services comply with the policy.

**4.5.4** Employees are required to ensure that they act in accordance with the policy in carrying out their duties.

## **4.6 Implementation and Monitoring**

**4.6.1** The Assistant Director of Housing will monitor and review the effectiveness of this policy and associated procedures.

**4.6.2** Victory will continue to work to improve the service we offer for collecting rent and arrears, based on tenant and leaseholder feedback and good practice from elsewhere.

## **4.7 References**

**4.7.1** The key guidance underpinning this policy is as follows:

- Rent and Service Charge Policy
- Regulatory Framework for Social Housing – Rent Standard Guidance

- Housing Acts 1988 and 1996 - amendments to the Landlord and Tenant Act 1985 (limitation of service charges: reasonableness)

## Tenancy & Neighbourhoods Policy | 5

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### Anti-Social Behaviour Policy

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**This document forms section five of Victory's Tenancy & Neighbourhoods Policy.**

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Last Reviewed October 2016



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# Anti-Social Behaviour Policy

## 5.1 Policy Statement

5.1.1 Anti-social behaviour and harassment can have a devastating effect on communities and individuals. Victory works in partnership with all residents regardless of tenure or landlord to tackle it.

5.1.2 Anti-social behaviour and harassment can include a range of activities and has many causes. We take anti-social behaviour and harassment very seriously and aim to balance enforcement action and intervention, with prevention programmes.

5.1.3 We look to prevent anti-social behaviour and harassment against all residents.

5.1.4 We recognise that anti-social behaviour affects different people in different ways. Factors which may influence how we categorise anti-social behaviour include:

- the type of behaviour
- its impact on others
- the evidence available to support a case
- the age of the perpetrator and the victim
- any vulnerability suffered by the victim, complainant or perpetrator
- whether the victim or perpetrator is a resident or non-resident

5.1.5 We aim to complete an assessment of the vulnerability of the victim and the level of harm alongside the original report of anti-social behaviour to help us manage the case. The harm caused to a complainant is assessed initially by the call taker and again by ASB team staff and is graded as;

- Standard risk
- Medium risk
- High risk

All cases graded as High Risk are referred to the Operational Partnership Team. Regular meetings are held between partners to update and discuss on High Level cases.

5.1.6 The categories and levels of anti-social behaviour may change during the course of a case for example if circumstances change or new information comes to light. To ensure that the most serious and persistent cases are prioritised Victory grades all incidents of ASB by the severity of the incident and also by the level of 'harm' caused to the complainant.

The severity of the incident is graded level 1 or 2

- **Level 2** – These are low level or on-going complaints. They can cover persistent behaviour or one off incidents and will be the majority of the ASB reports that Victory receives.
- **Level 1** – These cover the most serious anti-social and criminal behaviour and will often require joint working in partnership with other agencies. Cases involving Domestic Violence or Hate Crime are classified as Level 1.

5.1.7 Victory is committed to taking a victim centred approach to tackling anti-social behaviour and harassment. We aim to work in partnership with residents, partners and other groups to prevent anti-social behaviour using a range of methods. We will manage each situation on a case-by-case basis. These methods include but are not limited to; starter tenancies, good neighbour contracts, effective neighbourhood management, community led diversionary projects and mediation.

5.1.8 We encourage communities to take ownership of their neighbourhoods and to play an active part in preventing and responding to anti-social behaviour and harassment by:

- Behaving in a responsible way
- Respecting other residents in the area
- Ensuring any visitors do the same
- Reporting any incidents of anti-social behaviour to us or other agencies.

5.1.9 Victory aims to respond promptly to all reports of anti-social behaviour and harassment. Our responses and partners we work with will vary depending on the situation and are defined in our ASB Procedure.

5.1.10 Where the alleged perpetrators of anti-social behaviour are children or young people, we will involve parents and guardians to help resolve the problem. We may also liaise with Social Services to ensure any necessary assessments are undertaken and work with schools, youth offending teams, Sure Start Centres, Norfolk Early Help and Family Focus and any other relevant bodies.

5.1.11 Victory will take appropriate action in cases involving under-18s according to our Safeguarding Policy under the guidance of the designated Safeguarding Children Manager.

5.1.12 Victory will ensure we have robust information-sharing protocols in place and work in partnership with relevant safeguarding boards.

5.1.13 Victory is committed to safeguarding the rights of individuals to confidentiality and privacy and to complying with the legal requirements of the Data Protection Act 1998, which regulates the processing of personal and sensitive personal data. Victory is entitled to share such information in certain limited circumstances with other organisations, namely for the prevention and detection of crime or tax evasion, or where it is in connection with legal

proceedings. In these circumstances, it will do so strictly in accordance with the Data Protection Act 1998, data-sharing protocols and the Data Protection Policy. Victory may also rely on these same limited circumstances to restrict the disclosure of information under a subject access request, but will only do so strictly in accordance with the Data Protection Act 1998.

5.1.14 Victory will decide what enforcement action is most appropriate on a case by case basis after taking appropriate legal advice. We reserve the right to take whatever action we consider to be most appropriate.

5.1.15 Some of the legal remedies we may use include, but are not limited to, Civil Injunctions, Community Protection Notices, Fixed Penalty Notices, Demoted Tenancies, Possession and Suspended Possession Orders.

5.1.16 We take the safety and perception of safety of victims and witnesses very seriously and we will support any witnesses who wish to remain anonymous.

5.1.17 Where appropriate, we will work with partners to provide additional safety measures, including but not limited to: regular patrols, visits by officers and provision of personal alarms which may be provided through third parties. We may also consider the use of CCTV.

5.1.18 We will make every effort to protect and support witnesses before, during and after court proceedings.

5.1.19 Victory recognises the need to support residents who may have difficulty in managing their tenancies. Where we are considering legal action, we will take reasonable steps to ensure we are not discriminating against the alleged perpetrator due a disability in accordance with the Equality Act 2010.

5.1.20 Victory is committed to preventing unnecessary evictions. If a tenant is considered vulnerable, then we will take extra care to ensure that seeking possession is a proportionate means of achieving a legitimate aim.

## **5.2 Introduction**

5.2.1 Victory works to tackle anti-social behaviour in partnership with other agencies. This is done as part of the Operational Partnership Teams (OPT)

5.2.2 Anti-social behaviour can be anything from low level but persistent nuisance and annoyance through to serious violent conduct. It includes all behaviour that impacts negatively on residents' quality of life in and around their homes.

## **5.3 Purpose**

5.3.1 This policy defines Victory's overall approach to the management of anti-social behaviour and defines our commitment to partnership working.

## **5.4 Scope**

5.4.1 This policy applies to all general needs and sheltered housing tenants, service users and licensees living in a home owned or managed by Victory.

5.4.2 This policy also applies to leaseholders and shared owners. We will take legal action in accordance with the terms of the lease, as these may differ from case to case.

5.4.3 Tackling Anti-Social Behaviour is complex, which may result in the need to apply, for good operational reasons, differing levels of service than those set out in this policy. Examples of where this might be appropriate are:

- Where a case is already being dealt with by another agency, e.g. the Police, and action by Victory might jeopardise their work
- Where a resident consistently reports Anti-Social Behaviour but fails to engage with Victory to record evidence enabling us to take further action

The Assistant Director of Housing (or a member of the Executive Team) has the authority to authorise alternative action to be taken where appropriate.

## **5.5 Roles and Responsibilities**

5.5.1 The Board has overall responsibility for this policy.

5.5.2 The Executive Team is responsible for overseeing the implementation of the policy.

5.5.3 Assistant Directors and Managers are responsible for ensuring that all aspects of their services comply with the policy.

5.5.4 Employees are required to ensure that they act in accordance with the policy in carrying out their duties.

## **5.6 Implementation and Monitoring**

5.6.1 The Assistant Director of Housing will monitor and review the effectiveness of this policy and associated procedures.

## **5.7 Definitions and Policy links**

5.7.1 **Defining Anti-social Behaviour** - The term anti-social behaviour covers a wide range of activities that have a negative effect on the quality of community life. We use the following definition of anti-social behaviour as stated in Part 1 of The Anti –Social Behaviour, Crime and Policing Act 2014

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

5.7.2 We manage all reports of anti-social behaviour in line with this policy.

5.7.3 **Defining harassment** - Harassment is any deliberate unwanted action or behaviour that causes annoyance, alarm, distress or intimidation to another. The type of behaviour can range from unpleasant remarks to physical violence. Harassment can occur as an isolated incident or a series of incidents.

5.7.4 We manage all reports of harassment in line with this policy.

## **5.8 Legal References**

5.8.2 Victory will ensure that its approach to Anti Social Behaviour and Breach of Tenancy is in line with the guidance and relevant law. Victory will ensure that this policy is compatible with the obligations of existing legislation including but not limited to:

- Anti –Social Behaviour, Crime and Policing Act 2014
- Equality Act 2010
- Crime and Disorder Act 1998
- Anti-Social Behaviour Act 2003
- Housing Act 1996
- Housing Act 2004
- Human Rights Act 1998
- Data Protection Act 1998

## Tenancy & Neighbourhoods Policy | 6

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### Rent and Service Charge Policy

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**This document forms section six of Victory's Tenancy & Neighbourhoods Policy.**

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Last Reviewed October 2016



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## Rent and Service Charge Policy

### 6.1 Policy Statement

6.1.1. Victory is committed to developing a range of housing to meet housing need in our areas of operation. We will ensure that we meet our obligations to make charges for rents and services in line with government guidance, regulatory standards and our funding agreements with the Homes and Communities Agency (HCA). The properties we own and manage will be let using a range of rent types. The type of rent will be determined each time a property is let and will depend on a number of factors including when and how the property was built or acquired and the date of letting. The type of rent charged is separate to the type of tenancy offered (this is covered under our Tenancy Policy).

6.1.2. Our Policy focuses around the following principles

- Victory will set its rents in accordance with Government and regulatory policies and guidance on rent restructuring.
- Service charges where relevant will be fixed annually with the aim of recovering costs plus 15% for administration.
- Both rents and service charges will be set at a level that ensures charges remain affordable and that the Victory meets its obligations to tenants, maintains stock, and continues to function as a financially viable organisation.

### 6.2 Rent types

#### 6.2.1 Social Rents

Victory will set Social Rents in line with a national rent regime which includes Social Target Rents.

Victory will charge a Social Rent on relet for all properties except:

- those previously let at an affordable or intermediate market rent
- new build properties, which are let at affordable or intermediate market rent
- those properties where a conversion to affordable rent has been agreed with the HCA

#### 6.2.2 Affordable Rents

Affordable Rents include service charges. Victory will set the combined rent and service charge for the property (the Affordable Rent) at 80% of the gross market rent determined at the time of letting unless

- The proposed Affordable Rent is lower than the equivalent Social Target Rent. In such cases the equivalent Social Target Rent will be charged
- The proposed Affordable Rent is higher than the Local Housing Allowance, in which case the Local Housing Allowance limit will be used

Victory will use an evaluation of market rent in accordance with a Royal Institute of Chartered Surveyors (RICS) approved method. When setting an Affordable Rent, Victory will meet all requirements of any standard set by the HCA or other regulatory body.

The Affordable Rent will be recalculated and reset each time the property is re-let.

Affordable Rents will be increased annually in line with government guidance. The calculation for rent increases will be applied against the gross Affordable Rent (i.e. the rent and service charge combined). When the Affordable Rent is recalculated, there will be a review of both the rent and service charge elements to ensure that the split reflects any changes resulting from the level of the service charge element (which is based on actual costs of service charges).

Victory will charge an Affordable Rent on all properties:

- Which have previously been let at an affordable rent
- Which are new build properties
- Where a conversion to affordable rent has been agreed with the HCA (conversion to affordable rent will be actively considered for all properties that are two bedrooled or more (excluding flats or sheltered accommodation) and which have a SAP rating above the currently agreed level)

unless

- The property has been developed under a S106 agreement which explicitly prevents us from doing this
- the letting is covered under any exemptions outlined in 6.2.5 below (relating to assignment, succession and mutual exchange)

### 6.2.3 Intermediate Rents

Intermediate Rents exclude service charges. Victory will set the rent for the property (the Intermediate Rent) at 80% of the gross market rent determined at the time of letting and where appropriate make a service charge in addition to the rent.

The rent will be set at the Affordable Rent level, increased and reviewed in line with the process set out in 6.2.2 above. Principles set out in relation to assignment, succession and mutual exchange in 6.2.5 also apply.

Victory will use Intermediate Rents as an exception. They will be considered where a scheme would not be viable if the combined service charge and rent was set at Affordable Rent level, when the scheme is new) **and** the scheme meets a key business objective. The Board must approve the use of Intermediate Rents on a scheme.

#### 6.2.4 Shared Ownership including Affordable Home Ownership

The annual rent on the unsold share of the property is calculated based on a percentage of the unsold equity and will vary between 2.75% and 3%. The charge will be proportioned and charged either monthly or weekly.

The rent will be rebased at each new letting unless it has been reset or increased within the previous 3 months. The rent will be increased annually in line with government policy and the specific lease terms.

#### 6.2.5 Successions and assignments

- Where there is an assignment, succession or survivorship which is statutory, to a property which was previously let before 14th December 2011 on a Social Rent, the successor will retain the same tenancy as the previous/deceased tenant including the rent level.
- Mutual Exchanges are usually completed by way of deeds of assignment where each tenant takes over the other tenant's tenancy type and terms. However, (under the 2012 Tenure Reform), this does not apply where an existing secure or assured tenant chooses to exchange with someone with a tenancy at an Affordable or Intermediate Market Rent. This means that if such a tenant wanted to swap with a tenant who pays an Affordable or Intermediate Market Rent, the exchanges will be done by surrender and then each would be granted a new 5 Year Fixed Term Tenancy. Tenants of Affordable Rent and Intermediate Market Rent properties have the same rights to exchange as other tenants. If they exchange with a tenant who is not a pre-April 2012 tenant, then the exchange would happen in the "normal" way, via deed of assignment.

#### 6.2.5 Transfers

For avoidance of doubt, any existing tenant who pays a Social Rent on their current property, and who wants to transfer to a property that falls under the conditions outlined in the Affordable Rent section above, will be entering into a new tenancy agreement. Therefore unless any exemptions apply, they will be charged an Affordable Rent on their new property.

### 6.3 Service Charges

A service charge reflects the cost of additional services which may not be provided to every tenant/leaseholder or freeholder, or which may be connected with communal facilities rather than particular to occupation of a dwelling.

The range of services provided depends upon the nature of each particular property. Tenants will only be charged for the services they are able to receive.

Charges will be kept reasonable and reviewed annually with the aim of recovering direct costs plus 15% for administration.

A fixed service charge regime will be operated for all Victory tenants. The charge will be fixed for a year unless, following consultation with tenants, Victory changes the level of service provided or introduces a new service. If actual costs are higher than anticipated we will not increase the service charge in the year. Likewise, if costs are lower than anticipated, we will not issue a refund.

A variable service charge regime will be operated for home owners (including shared owners). The charge will be fixed for a year unless, following consultation with tenants, Victory changes the level of service provided or introduces a new service. Any surpluses or deficits at the end of the financial year will be carried forward into the following year.

Service charge budgets and statements will be issued to Leaseholders in line with their lease agreement.

Victory will endeavour to ensure that service charges are eligible for housing benefit.

Where a new service is to be introduced or where it is proposed to significantly alter an existing level of service Victory will consult with those affected using established consultation methods.

Services are provided for the general enjoyment and benefit of all tenants who have access to the service in a particular block either because the majority of tenants want them, or we have a responsibility, as a landlord, to provide them. The cost of services will therefore be apportioned accordingly to all tenants able to access the service with no provision for tenants to opt out of any service provision / charge.

#### 6.4 Garage rents

Garage rents will be reviewed on an annual basis and charges determined, wherever possible, by reference to charges made by other landlords or providers.

#### 6.5 Affordability

We have a wider objective to assist tenants to sustain their tenancy. In line with our general approach we will continue to carry out an affordability assessment with all applicants before offering a tenancy and assist tenants to maximise their income through appropriate benefit advice and signposting

to other services. Our allocations policy sets out the circumstances where we might refuse to offer a tenancy based on affordability.

## 6.6 Service and Standards

Tenants will have the same service standards and the void standard will be applied consistently across the stock regardless of the type of rent being charged.

## 6.7 Rent arrears

The type of rent charged will not affect the way that arrears will be managed.

### 6.7.1 Information for existing and future residents.

We will produce a plain English key Information sheet for residents and stakeholders which will sets out the main points of this policy and which will anticipate queries when differences in rents between similar properties are identified.

## 6.8 **Background**

6.8.1 All housing providers who are receiving development funding from the Homes and Communities Agency (HCA) are required to charge an Affordable Rent on a proportion of their tenancies. Within the funding agreement between Victory and the HCA, there are specific principles in relation to which properties will be let with an Affordable Rent.

6.8.2 Victory is committed to having a published policy on Rents that clarifies a range of issues for residents and stakeholders including:

- The type of rents that Victory charges
- How the rent levels will be determined; how and when they will be increased

## 6.9 **Purpose**

6.9.1 This policy defines Victory's overall corporate approach to Rent setting.

## 6.10 **Scope**

6.10.1 The Rent & Service Charge policy applies to all Victory rented and shared ownership properties

6.10.1 This policy applies to all lettings regardless of tenancy type. (The type of tenancy offered will be in line with Victory's Tenancy Policy)

## 6.11 **Roles and Responsibilities**

6.11.1 The Board has overall responsibility for this policy.

6.11.1 The Executive Team is responsible for overseeing the implementation of the policy.

6.11.2 Assistant Directors and Managers are responsible for ensuring that all aspects of their services comply with the policy.

6.11.3 Employees are required to ensure that they act in accordance with the policy in carrying out their duties.

## **6.12 Implementation and Monitoring**

6.12.1 The Assistant Director of Housing will monitor and review the effectiveness of this policy and associated procedures, including:

- The level of rents that are being set
- Any identified impact of the type of rents set on the number of bids on new properties/ number of refusals
- Any identified impact on the socio-economic well-being of our communities

## **6.13 Definitions**

6.13.1 The definitions of the terms Affordable Rents and Social Rents are based on definitions contained within HCA's Affordable Housing Capital Funding Guide.

## **6.14 Regulatory References**

6.14.1 The key guidance underpinning this policy is as follows:

- The Affordable Housing Capital Funding Guide (AHCFG)

## Tenancy & Neighbourhoods Policy | 7

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### Recharge and Sundry Debt Policy

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**This document forms section seven of Victory's Tenancy & Neighbourhoods Policy.**

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Last Reviewed October 2016

## Recharge and Sundry Debt Policy

### 7.1 Policy Statement

7.1.1 Victory will aim to recover costs resulting from

- damage to Victory property that cannot be attributed to fair wear and tear (this includes both deliberate and accidental damage, damage resulting from misuse or neglect)
- carrying out repairs/other works which are the responsibility of the tenant
- gaining access to or securing a property under certain circumstances

Victory will apply recharges to current and former tenants and leaseholders for the cost of the works resulting from the direct and indirect actions of the tenant or leaseholder, or from the actions of members of their household or visitors. This is in line with all tenancy agreements between Victory and our residents.

Victory will also recharge tenants / maintain a sundry debt account for

- rents owed on former tenancies
- court costs owed by current or former tenants
- service charges owed by leaseholders

#### Damage to property

7.1.2 This includes structure of buildings, drains, fixtures and fittings, furnishings, communal areas, land.

#### Repairs/other works which are the responsibility of the tenant

7.1.3 Our tenancy agreement sets out the repairs which are the tenant's responsibility. Where Victory carries out such repairs the tenant or leaseholder will be responsible for the cost. We will also recharge for costs of

- removing/disposing of items that are causing a negative impact on the environmental appearance; and/or are a health and safety issue (this includes actions taken to tackle infestation);
- making good alterations carried out without permission or to an unacceptable standard.
- disposing/storing of goods left in the property at the end of the tenancy, including additional charges made for the safe and legal disposal of

fridges, freezers, other electrical goods. Tenants will be reminded of their obligations and potential recharges when they give formal notice.

- gaining access to or securing a property under certain circumstances

#### 7.1.4 Victory will recharge costs

- of entrance fobs, replacement keys and lock changes, where the replacement is due to tenant loss
- for securing and making good properties where the Police force entry and make an arrest (that leads to a subsequent conviction), whether of the occupier or a visitor to the property
- associated with gaining reasonable access to properties to carry out emergency repairs, cyclical safety testing or servicing;

7.1.5 The examples above are not an exhaustive list and Victory reserves the right to issue recharges for all costs that are the responsibility of, or due to, the tenant, former tenant, or leaseholder.

7.1.6 Victory will undertake all maintenance work and other remedial works to its properties to fulfil its duties as a responsible landlord.

7.1.5 At the sign up process for new tenants and leaseholders, Victory will make residents aware of their responsibilities for the upkeep and maintenance of certain aspects of the property and that failure to do so may result in Victory pursuing payment for 'rechargeable works' or costs. Where possible Victory will collect payment or obtain agreement to pay for rechargeable works in advance of any services being provided. Where works need to be carried out quickly to prevent a health and safety or security hazard, or where there is the likelihood that the repair will affect the tenant's medical condition or general well-being, Victory will seek payment retrospectively.

7.1.6 Victory will apply the policy of rechargeable works fairly and consistently to tenants, leaseholders and freeholders. Each case will be dealt with on its merits. Victory may elect to waive recharges where a tenant is deemed to be vulnerable.

7.1.7 Vulnerability will be determined on an individual basis and may include victims of crime, anti-social behaviour, and harassment, those experiencing mental health issues and domestic violence. Any vulnerability issue will be looked at on a case by case basis. An assessment will be completed, unless Victory has prior information to indicate a resident may be vulnerable. The decision to waive a charge based on vulnerability will be taken by a manager

7.1.8 During the arrears procedure tenants will be made aware that Victory will ask for court costs; that Victory pursue debts even when a tenancy is ended.

7.1.9 Victory will offer a clear breakdown of the recharge or sundry debt and will offer a range of ways to pay.

7.1.10 Where tenants or leaseholders refuse to pay in full or fail to abide by suitable arrangement to pay recharges or sundry debts over a reasonable period of time, Victory will take decisions on the best way to pursue the debt and may instigate legal action.

7.1.11 Arrangements to pay rechargeable or sundry debts by instalments will be considered on a case by case basis and Victory will come to agreements based on the level of monies owed and the financial circumstances of the individual tenants or leaseholders concerned.

7.1.12 Victory will actively pursue all rechargeable and sundry debts owed. Where contact is lost with former residents Victory may refer the debt to a debt collection agency. Where the debt is uneconomical to pursue, provision will be made to write off the debt. Victory reserves the right to write back these debts should contact information about the resident be obtained at a later date.

## **7.2 Introduction**

7.2.1 Victory aims to provide, high quality, value for money services that make the best use of available resources. To achieve this aim, Victory enforces all aspects of the Tenancy and Leasehold Agreements it has with its residents. This includes recharging for repairs and other costs that are the responsibility of the resident.

7.2.2 The application of the policy also helps ensure compliance with the HCA's Regulatory Framework for Social Housing in England, requiring Registered Providers to:

- Provide choices, information and communication that is appropriate to the diverse needs of their tenants in the delivery of all standards
- Treat all tenants with fairness and respect
- Demonstrate that they understand the different needs of their tenants, including in relation to the equality strands and tenants with additional support needs
- Provide a cost effective repairs and maintenance service to homes and communal areas that responds to the needs of, and offers choices to, tenants and has the objective of completing repairs and improvements right the first time
- Meet all applicable statutory requirements that provide for the health and safety of the occupants in their homes

## **7.3 Purpose**

7.3.1 This policy sets out Victory's position on recharges and sundry debts for existing tenants, former tenants and leaseholders.

## **7.4 Scope**

7.4.1 This policy relates to the recovery of costs for carrying out necessary repair work that may be required due to tenant damage, non-standard alterations,

the cost of clearing redundant possessions that are left by tenants when they vacate the property or during the tenancy; sundry debts arising from former tenancies or leaseholder service charges.

7.4.2 The Policy relates to existing tenants, former tenants and leaseholders.

## **7.5 Roles and Responsibilities**

7.5.1 The Board has overall responsibility for this policy.

7.5.2 The Executive Team is responsible for overseeing the implementation of the policy.

7.5.3 Assistant Directors and Managers are responsible for ensuring that all aspects of their services comply with the policy.

7.5.4 Employees are required to ensure that they act in accordance with the policy in carrying out their duties.

## **7.6 Implementation and Monitoring**

7.6.1 The Assistant Director of Housing will monitor and review the effectiveness of this policy and associated procedures, including:

- Internal audit – service assurance reporting
- PI – Percentage of recharge costs recovered
- Periodic STAR resident satisfaction survey, on how satisfied or dissatisfied residents are

## **7.7 Legal References and Policy links**

7.7.1 The key guidance underpinning this policy is as follows:

- Regulatory Framework for Social Housing – Rent Standard Guidance
- Housing Acts 1988 and 1996 - amendments to the Landlord and Tenant Act 1985 (limitation of service charges: reasonableness)
- The Housing Act 1985
- The Commonhold and Leasehold Reform Act 2000
- The Housing Act 2004.

## Tenancy & Neighbourhoods Policy | 8

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### Neighbourhood and Community Policy

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**This document forms section eight of Victory's Tenancy & Neighbourhoods Policy.**

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Last Reviewed October 2016



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## **Neighbourhood and Community Policy**

### **8.1 Policy Statement**

- 8.1.1 Victory is committed to preserving and creating strong, safe, vibrant communities where tenants and residents are proud to live.
- 8.1.2 Victory will ensure that common areas on the land it owns are maintained and improved to increase satisfaction and enable residents to take pride in the environment where they live.

### **8.2 Developing Sustainable Communities**

- 8.2.1 Estate and neighbourhood management has to be tackled in partnership because no single agency can tackle such wide ranging issues and we are committed to developing effective partnership working.
- 8.2.2 We will work with the police, social services, health services, contractors, community and voluntary organisations to improve the quality of life of residents.
- 8.2.3 We will work with residents and partners to support the improvement of neighbourhoods.
- 8.2.4 We will work with residents to ensure that our communal facilities are used for optimal community benefit, are places where people want to be, are safe, accessible and meet legal requirements.
- 8.2.5 We recognise that all our work has effects on the environment and we are committed to reducing our environmental impact wherever possible by promoting energy efficiency, biodiversity, waste prevention, recycling and environmental awareness to staff and residents.

### **8.3 Estate Management**

- 8.3.1 We ensure that the communal areas of our properties and estates are clean and safe.
- 8.3.2 Residents will be able to choose the degree to which they get involved in monitoring and developing services on our estates through making a report, completing surveys, attending Community Action Days, tenant and resident meetings, or taking part in our resident involvement framework.
- 8.3.3 We will provide support and training and help identify funding to resident groups who want to lead a project to improve their estate such as a community clear up day.
- 8.3.4 Formal Estate Inspections will be undertaken to ensure that any issues are assessed and highlighted at an early stage.

- 8.3.5 Residents and other interested parties will be invited to attend Community Action Days (CADs). Aiming to do up to 4 CADs a year, the frequency and locations identified will be responsive to the needs of the estate or neighbourhood including:
- Large new build “tenancy sign up” days
  - Anti-social behaviour audits/hotspots
  - Formal Estate Inspections by staff
  - Feedback from the Tenancy & Neighbourhood Forum
  - Feedback from Resident Voice
  - Repair hotspots
- 8.3.6 The outcome of Community Action Days will be recorded and residents will be informed of the outcome and any actions taken.
- 8.3.7 Staff will undertake informal neighbourhood inspections at other times when they have reason to visit estates.
- 8.3.8 Staff will take responsibility for any issue or repair that they see or that is reported to them whilst on estates, and will report this to the relevant team. Tenants will continue to have responsibility to report repairs to the Resident Services Team.
- 8.3.9 **Abandoned Vehicles** – Victory will investigate reports of abandoned vehicles within 5 working days of them being reported. We will work in partnership with Local Authorities to remove abandoned vehicles from Victory land.
- 8.3.10 **Graffiti** – Victory will investigate reports of graffiti within 5 working days of them being reported. Racist, offensive and obscene graffiti will be removed within 24 hours of being reported. Where there are on-going issues with graffiti and where the perpetrator is known and is either a resident of, or a visitor to a resident of Victory accommodation, action may be taken against the resident for breach of tenancy.
- 8.3.11 **Flyposting** – removal of flyposting will be undertaken.
- 8.3.12 **Bodily Fluids and excrement** – Bodily fluids such as blood, urine, vomit, saliva, and excrement in communal areas can be extremely unpleasant and unhygienic for residents and will be cleared from communal areas.
- 8.3.13 **Dog fouling** – Dog faeces will be removed from communal areas. Victory will work in partnership with Local Authorities where there is a wider problem with dog fouling or stray dogs in neighbourhoods. If residents identify the need for dog waste bins and these are not currently provided, Victory will support and assist residents to approach the relevant Local Authority. If dog fouling is caused by an animal that belongs to either a resident of, or a visitor

to a resident of Victory's accommodation, action may be taken against the resident for breach of tenancy.

8.3.14 **Litter and household refuse** – Litter and household refuse can make an area look unsightly and uncared for and can be a health hazard. Victory will investigate dumped rubbish within 5 working days and where possible charge the cost of removal to those responsible. We will offer residents a subsidised bulk rubbish collection service. Victory will take action with the aim of reducing litter on estates and within neighbourhoods including:

- Identifying issues during estate inspections and, where appropriate, arranging for litter to be removed
- Working with residents to arrange litter picks as part of community action day events
- Where appropriate and in liaison with the relevant Local Authority ensuring the provision of adequate refuse facilities in communal bin areas
- Providing information to residents on the appropriate storage of refuse, disposal of refuse and recycling opportunities in the residents' newsletter "Victory News"

8.3.15 **Fly tipping** – Victory recognises that fly tipping can have a detrimental impact on estates and neighbourhoods. Victory will arrange to remove fly tipping items from estates. Where the perpetrator is known and is either a resident of or a visitor to a resident of a Victory home, the cost of removal may be re-charged and action may be taken against the resident for breach of tenancy.

8.3.16 **Pests** – Victory recognises that pests can impact on estates and may create health concerns. Victory will arrange for pests to be removed from communal areas.

8.3.17 **Wildlife** – Where wildlife such as foxes, deer or protected species such as badgers, cause a nuisance on Victory land, the relevant agency will be contacted to resolve the issue in accordance with current legislation.

8.3.18 **Needles and syringes** – Victory recognises the risk that can be caused by discarded needles and syringes. Needles and syringes will be removed from communal areas.

8.3.19 **Grounds Maintenance** – Regular grounds maintenance of communal gardens and landscaped areas will be undertaken by Victory.

8.3.20 **Play areas** – Victory will ensure play areas that it owns provide a safe place for children to play. Play areas will be maintained in accordance with current legislation.

8.3.21 **Trees** – Victory recognises that trees on estates may require maintenance on an either an on-going or ad-hoc basis. Victory will maintain trees on estates which include:

- Works to reduce a hazard to either the public or surrounding buildings;
- Where trees require regular maintenance Victory will appoint an appropriate contractor to undertake the required works.

Where a tree is within the grounds of an individual property the resident will be responsible for maintaining the tree. Exceptions to this will be considered on a case by case basis and will include consideration of relevant factors, such as:

- Whether the condition of the tree constitutes a health and safety hazard;
- The condition of the tree constitutes a hazard to the structure/fabric of the Victory or adjoining properties;
- Any failure to carry out works to the tree that will cause unreasonable impact on adjoining properties;
- Any failure to carry out works to the tree that will impact on a public footpath or highway;
- If the resident or Victory has been served with a notice by the local authority instructing that remedial works are carried out.

In the event that action is taken by Victory for any of the above reasons, the costs of works maybe re-charged to the tenant.

8.3.22 **Recharge and service charge costs** – where cost is incurred by Victory to carry out works contained within the Neighbourhood & Community Policy and the perpetrator is known, Victory will recharge these costs to the perpetrator in accordance with the Recharge and Sundry Debt section of this policy.

If the perpetrator is not known, or the cost is incurred as a result of dealing with pests, wildlife and trees, the costs will be recharged to the scheme Service Charge account.

8.3.23 **Installation and location of TV aerials & satellite dishes** – Installation and location will be subject to permission from Victory. Prior to granting permission, Victory will consider various factors including:

- Local planning requirements which must be adhered to;
- The position of the TV aerial or satellite dish and the impact on the estate or neighbourhood. Installation should be in such a place as to

minimise the impact on the estate or neighbourhood, for example to the rear elevation of the property.

**8.3.24 Location of sheds** – Where a resident wishes to erect a shed this will be subject to permission from Victory. Prior to granting permission Victory will consider various factors including:

- The position of the shed and the impact on the estate or neighbourhood;
- Any potential fire hazard to the property, boundary fence or adjoining property.

**8.3.25 CCTV**

- **Victory's use of CCTV** – Data Protection legislation allows for the installation of CCTV for the prevention and detection of crime. Before CCTV is installed at a scheme or estate Victory will ascertain the appropriateness and reason for the installation.
- **Residents' use of CCTV** – where a resident wishes to install CCTV this will be subject to permission from Victory. CCTV use for "limited household purposes" does not fall under the terms of the Data Protection Act (DPA). However, if the area covered includes any public space or another property then this would mean that the owner of the cameras would be required to comply with the principles of the DPA. Prior to granting permission Victory will consider various factors including:
  - Ensuring appropriate positioning of the camera to only cover the area of the resident's property and not any public area;
  - Any impact on the estate or neighbourhood.

**8.3.26 Estate Improvements** – Victory will consider improvements to estates on a case by case basis and in full consultation with residents. Improvements made on communal areas are service chargeable.

**8.3.27 Fire Risk Assessments** – Victory will carry out annual fire risk assessments of communal areas.

## **8.4 Background**

**8.4.1** Victory is committed to having a published policy on Neighbourhoods & Communities that clarifies a range of issues for residents and stakeholders. The policy will align with the Tenancy & Neighbourhood Victory Improvement Plan (VIP) within the Corporate Plan.

## **8.5 Purpose**

8.5.1 This policy defines Victory's overall corporate approach to the Neighbourhood & Community it serves.

## **8.6 Scope**

8.6.1 The Neighbourhood & Community policy only applies to:

- Properties and communal land & equipment owned by Victory; And
- All Tenancies and leases managed by Victory.

## **8.7 Roles and Responsibilities**

8.7.1 The Board has overall responsibility for this policy.

8.7.2 The Executive Team is responsible for overseeing the implementation of the policy.

8.7.3 Assistant Directors and Managers are responsible for ensuring that all aspects of their services comply with the policy,

8.7.4 Employees are required to ensure that they act in accordance with the policy in carrying out their duties.

## **8.8 Implementation and Monitoring**

8.8.1 The Assistant Director of Housing will monitor and review the effectiveness of this policy and associated procedures, including:

- The impact on number of bids on properties/number of refusals, to identify low housing demand areas
- Any identified impact on the well-being of our communities

## **8.9 Definitions**

### **8.9.1 Estates and Neighbourhoods**

The term **estate** relates to land owned by Victory which may contain residential buildings (of any tenure), communal facilities or communal areas.

**Neighbourhoods** are wider areas and communities within which Victory operates.

**Communal areas** - areas of land or buildings, or facilities owned by Victory that are not for the exclusive use of individual residents within their tenancies.

**Estate Management** - refers to maintaining and managing the appearance and fabric of the estate as a safe and attractive environment.

### **8.9.2 General definitions**

The term **Abandoned Vehicles** for the purposes of this policy relates to untaxed or unroadworthy cars, vans, tractors and motorcycles, trailers, catering trailers and caravans. The term is also related to boats.

**Graffiti** is any drawing, scribble, message or tag (stylised symbol or name) that is written, carved or painted on walls or other surfaces.

**Flyposting** is the display of advertising (stickers, posters etc.) on buildings and street furniture without the consent of the owner.

**Litter** has no legal definition but is generally considered to be unbagged items associated with smoking, drinking or eating that are inappropriately discarded by the public, or have fallen from bins/bin bags whilst being removed by waste removal operatives.

**Flytipping** is defined as the “illegal deposit of any waste onto land”. Most flytipping items are household waste, bagged rubbish, larger items of furniture, mattresses, fridges and other domestic electrical goods and builders’ rubbish and can include asbestos.

For the purposes of this policy, **pests** are defined as rats, mice, wasps and pigeons.

## **8.10 Regulatory References**

8.10.1 The key guidance underpinning this policy is as follows:

- Anti-Social Behaviour Crime and Policing Act 2014
- Regulatory Framework for Social Housing
- Housing Act 1996 - amendments to the Landlord and Tenant Act 1985 (limitation of service charges: reasonableness)

## Tenancy & Neighbourhoods Policy | 9

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### Tenancy Fraud Policy

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This document forms section nine of Victory's Tenancy & Neighbourhoods Policy.

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Last Reviewed August 2015



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## **Tenancy Fraud Policy**

### **9.1 Policy Statement**

9.1.1 Victory is committed to the fair allocation of those in greatest housing need. Victory will take steps to identify and deal with all issues of tenancy fraud.

### **9.2 Our Approach**

9.2.1 Victory will ask applicants for a range of information and identification and carry out an eligibility assessment before a tenancy is offered. This includes providing a photo which is kept on file and will be used as appropriate to check that the person is still living in the property.

9.2.2 During the sign up process we will set out the requirements of the tenancy which include the limitations on who can live in the property and how the property can be used.

9.2.3 We will raise awareness about tenancy fraud with our staff and contractors and their obligations to pass on concerns. We will also raise awareness with all our residents and make it easy for them to report suspected tenancy fraud in confidence.

9.2.4 All concerns will be investigated. Where appropriate we will work with other agencies and share information in line with our Data Protection policy. We will consider a range of factors in determining the most appropriate action to take in each instance. The assessment will include evidence of intent to commit fraud; the consequences of the fraud; the impact of action on any party involved; vulnerability of the tenant or any other party involved; costs of the action. In addition to possession proceedings Victory may consider other legal action.

9.2.5 Where appropriate we will offer limited advice and support to victims of tenancy fraud.

### **9.3 Background**

9.3.1 Social housing is a valuable asset, which provides security and stability to people in housing need. Victory as a landlord has a duty to make the best use of our resources by ensuring that our homes are properly managed and that tenancy fraud is prevented. Tackling this issue is a priority as it affects both residents and communities.

### **9.4 Purpose**

9.4.1 This policy sets out our commitment to identifying and addressing tenancy fraud

### **9.5 Scope**

9.5.1 This policy relates to all Victory tenants and leaseholders, all Victory properties including garages

## **9.6 Roles and Responsibilities**

9.6.1 The Board has overall responsibility for this policy.

9.6.2 The Executive Team is responsible for overseeing the implementation of the policy.

9.6.3 Assistant Directors and Managers are responsible for ensuring that all aspects of their services comply with the policy.

9.6.4 Employees are required to ensure that they act in accordance with the policy in carrying out their duties.

## **9.7 Implementation and Monitoring**

9.7.1 The Assistant Director of Housing will monitor and review the effectiveness of this policy and associated procedures, including:

- The number of cases of tenancy fraud investigated
- The number and type of actions taken and associated costs

## **9.8 Definitions**

9.8.1 The definition of tenancy frauds includes obtaining or trying to obtain a tenancy (or purchase a property under Right to Buy) using false or misleading information or withholding information.

9.8.2 It covers possession by an occupier which is either prohibited or requires consent by Victory. This will include situations where an existing tenant continues in possession although the property is no longer their only or principle home; subletting; unauthorised assignment /mutual exchange; unlawful succession; key selling.

## **9.9 Legal References**

- Law of Property Act 1925
- Housing Act 1985 as amended
- Housing Act 1988 as amended
- Data Protection Act 1988

## Tenancy & Neighbourhoods Policy | 10

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### Hate Crime Policy

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This document forms section ten of Victory's Tenancy & Neighbourhoods Policy.

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Last Reviewed August 2015



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## **Hate Crime Policy**

### **10.1 Policy Statement**

10.1.1 Victory believes Victory believes that all tenants have the right to enjoy their home regardless of their personal circumstances. Victory also understands the importance of dealing with any incidents to keep good tenancy relationships thus ensuring that community cohesion is maintained. We take all incidents of hate crime seriously. This policy sets out Victory's commitment to make sure hate crime is dealt with in a set way within strict guidelines. This should be done following all relevant laws and legislation to make sure that victims of hate crime are fully supported.

### **10.2 Approach**

10.2.1 Reports of hate incidents will be dealt with by Victory's Anti-Social Behaviour Team, supported by the Anti-Social Behaviour Manager.

10.2.2 Victory will act promptly when dealing with any incident of hate crime. Under our Anti-Social Behaviour (ASB) Policy, hate incidents are classed as Level 1 Serious ASB complaint. The ASB Team will interview the complainant as soon as they receive the report of hate crime and offer advice and guidance, working with other partnership agencies where appropriate. If the report is outside our normal working hours advice will be given by the Out-of-Hours Service but action may be deferred until the next working day.

10.2.3 The ASB Policy will be followed when a hate crime is reported.

10.2.4 All staff will act in a professional manner. We will record all incidents and information and share this with all appropriate agencies, with the knowledge of the tenant.

10.2.5 If the victim feels that the incident is motivated by hate then it should be reported as such. This does not necessarily mean that it was the perpetrator's intention, and in some cases after investigation it may be clear that it was not a hate incident. However, by applying the definition and carryout out an investigation Victory will make sure that any intent is fully considered.

10.2.6 Victory will always operate a victim-first response to complaints of hate incidents, where the needs of the victim are assessed and met as a priority. We will provide a responsive and sensitive service.

10.2.7 Victory will work in partnership with external agencies to resolve harassment and hate crime and to provide support to individuals and communities. We will consider the services of all relevant agencies on assessment of each case. We acknowledge the importance of working in partnership with the Police, Social Services, local authorities and any other statutory and non-statutory agencies that could contribute to the early resolution of a case.

## 10.3 Background and definitions

10.3.1 Association of Chief Police Officers (ACPO) and the Crown Prosecution Service have a nationally agreed definition of hate incidents. A hate incident is behaviour that is motivated by hostility or prejudice based upon the victim's:

- Disability
- Race
- Religion or belief
- Sexual orientation
- Transgender identity

When hate incidents become criminal offences they are known as **hate crimes**.

Other forms of hate crimes against faith groups, asylum seekers, refugees, travellers as well as hate crime related to age, gender or any other groups are also covered by this policy.

10.3.2 Hate incidents can take many forms including:

- Physical attacks such as physical assault, damage to property, offensive graffiti and arson
- Threat of attack including offensive letters, abusive or obscene telephone calls, groups hanging around to intimidate, and unfounded, malicious complaints
- Verbal abuse, insults or harassment – taunting, offensive leaflets and posters, abusive gestures, dumping of rubbish outside homes or through letterboxes, and bullying at school or in the workplace

This list is merely illustrative, not exhaustive.

10.3.3 Racial Harassment – The definition of racial incident by the Metropolitan Police and accepted by the Association of Chief of Police Officers:

- “any incident in which it appears to the reporting or investigating officer that the complaint involves an element of racial motivation; or
- Any incident which includes an allegation of racial motivation made by any person”

Definition of racial harassment as defined by the Commission for Racial Equality:

- “an unwelcome or hostile act or series of acts carried out on racial grounds.”

Definition of racial harassment as stated by the MacPherson Report:

- “a racist incident is any incident which is perceived to be racist by the victim or any other person.”

## **10.4 Purpose**

10.4.1 This policy is intended to supplement our approach to anti social behaviour and set out our commitment to tackling hate crime.

## **10.5 Scope**

10.5.1 This policy applies to Victory's, tenants, leaseholders and their visitors as well as residents who live within our estates or use our facilities.

## **10.6 Roles and Responsibilities**

10.6.1 The Board has overall responsibility for this policy.

10.6.2 The Executive Team is responsible for overseeing the implementation of the policy.

10.6.3 Assistant Directors and Managers are responsible for ensuring that all aspects of their services comply with the policy.

10.6.4 Employees are required to ensure that they act in accordance with the policy in carrying out their duties.

## **10.7 Implementation and Monitoring**

10.7.1 The Assistant Director of Housing will monitor and review the effectiveness of this policy and associated procedures

## **10.8 Legal References**

- The Housing Act 1996
- Crime and Disorder Act 1998
- Domestic Violence, Crime and Victims Act 2004
- Family Law 1996
- Protection from Harassment Act 1997
- Anti-Social Behaviour Act 2003
- Anti-Social Behaviour, Crime and Policing Act 2014

## Tenancy & Neighbourhoods Policy **11**

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### Domestic Abuse Policy

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This document forms section eleven of Victory's Tenancy & Neighbourhoods Policy.

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Last Reviewed August 2015



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## **Domestic Abuse Policy**

### **11.1 Policy Statement**

- 11.1.1 Victory believes that domestic abuse presents one of the highest risks to personal safety (of all types of anti-social behaviour) and is unacceptable. We will deal with all reports of domestic abuse as an emergency and respond to them within 24 hours. Applying a 'survivor' centred approach we will assist the survivor to reach a decision which they feel best secures their safety by reviewing their accommodation, enabling the level of support they require and taking action against the perpetrator they feel is most appropriate. Victory will take the strongest action possible against perpetrators of domestic abuse where it has the power to do so and with the consent of the survivor.
- 11.1.2 Victory encourages its residents to report domestic abuse, whether they are survivors or witnesses to such incidents. We will deal with all reports of domestic abuse with sensitivity.
- 11.1.3 By adopting this policy we aim to
- Encourage residents to report domestic abuse to Victory
  - Improve the safety and welfare of adults and children that are affected by domestic abuse and prevent further incidents by responding rapidly, effectively and consistently to all reports of domestic abuse
  - Empower survivors by providing information on the options available to them
  - Increase awareness and understanding of this issue amongst residents and staff. This will be supported through the provision of training
  - Improve the response to domestic abuse survivors through effective engagement of appropriate external enforcement and support agencies
  - Create a consistent approach for recording and monitoring incidents of domestic abuse

#### Survivor Centred approach

- 11.1.4 Victory will adopt a survivor-centred approach in dealing with domestic abuse. This means that if a person feels they are experiencing domestic abuse we will deal with it under this policy. We will deal with all reports in a non-judgmental manner and in confidence. We will not require survivors to take legal action or to contact the police before we provide assistance but this may alter the support we are able to offer. Any action taken must be with the survivor's consent. The exception to this is where we consider a child is at risk or if there is a risk of significant harm to any person.

#### Confidentiality

- 11.1.5 Survivors will be encouraged to allow us to share information with other agencies, including police and local authority departments, to ensure that the full range of civil and criminal action can be pursued and appropriate support provided. However, all information provided by the survivor will be

treated with the utmost confidence and only passed to external agencies with proper consent. The exceptions to this are where we consider a child is at risk, if there is a risk of significant harm to anyone involved or we are obliged by law to disclose information. A manager will approve any disclosure without the survivor's consent. Information will be shared with work colleagues on a strictly 'need to know' basis. We will adhere to our data protection policy.

### Options for Action

- 11.1.6 We recognise that every reported case of domestic abuse will be different and our response will be tailored to the individual circumstances and needs of the survivor. However, when a resident reports domestic abuse all available options will be discussed with them.

These include:

- Immediate personal safety
- The safety of the existing accommodation needs
- Reporting incidents to the police and criminal action against the perpetrator
- Seeking legal advice so their survivor can take out their own legal action against the perpetrator
- Legal action against the perpetrator by the landlord
- Improving home security and support

The safety of the survivor and their dependents is of utmost importance. An Action Plan setting out further actions will be agreed with the survivor. We will regularly contact the survivor and keep them updated with progress.

### Support for Survivors

- 11.1.7 Victory will offer support to residents experiencing domestic abuse. This support may be directed through Victory staff or through another agency.

### Emergency Rehousing

- 11.1.8 Where a resident reporting domestic abuse is in need of emergency accommodation, we will provide advice and support on accessing emergency accommodation provided by the local authority or a women's refuge. We will be able to provide a referral letter where appropriate. Victory is unable to provide emergency accommodation.

### Permanent Rehousing

- 11.1.9 Where a resident reporting domestic abuse request permanent rehousing, we will support them in making an application for rehousing via the appropriate Local Authority.

### Remaining in the Property

- 11.1.10 We will advise survivors who wish to remain in their own homes of any local 'sanctuary' schemes (i.e. funds available to improve the security of their existing accommodation).

### Multi – Agency Approach

- 11.1.11 Victory will adopt a multi-agency approach in dealing with survivors and perpetrators of domestic abuse to ensure the safety of the survivors meet their needs, co-ordinate available resources, access specialist services, take action against perpetrators and share best practice.

### Action against perpetrators

- 11.1.12 Victory will work with the police and other external agencies in dealing with perpetrators of domestic abuse. Action taken against perpetrators will depend upon individual circumstances. This may include possession action against a perpetrator where other members of the household have left the home due to domestic abuse.

### Prevention

- 11.1.13 We will advise survivors who wish to remain in their own homes of any local 'sanctuary' schemes (i.e. funds available to improve the security of their existing accommodation).
- Make all new tenants aware of Victory's policies relating to rehousing, relationship breakdowns and where applicable the implications of joint tenancies
  - Publicise Victory's domestic abuse policy to all tenants and staff including the consequences for perpetrators
  - Provide advice and information within Victory offices
  - We will display a copy of the Women's Aid Publication 'Survivors Handbook' in our offices

### Staff experiencing Domestic Abuse

- 11.1.14 Victory recognises that certain staff members may experience domestic abuse in their personal lives and have adopted a procedure to support and assist those affected.

## **11.2 Service Standards**

If we receive a report that domestic abuse has taken place, we will:

- Treat each report as an emergency, responding to it within 24 hours

- Ensure that interview take place in appropriate surroundings, that we cater for any identified special needs and that complainants can be accompanied for support if necessary
- We will always offer the option of the interview being undertaken by an officer of the 'same sex' as the person reporting domestic abuse
- Make available a copy of the Women's Aid 'Survivors Handbook' to each person reporting domestic abuse
- Investigate reports in an objective, sensitive, confidential and unbiased manner
- Provide information and advice on options for action and support available
- Agree an appropriate course of action (an Action Plan) with the complainant
- Work with other agencies where appropriate and with the survivor's consent
- Communicate and review progress on actions with survivor to agreed timescales
- Monitor each case internally every 3 weeks
- Carryout emergency repairs in necessary
- Take firm and prompt action against perpetrators where appropriate and make every effort to support survivors
- Provide a referral letter if the need to access local authority emergency accommodation is appropriate
- Exercise discretion on whether or not to charge for repairing damage to our property
- We will not normally close a case of domestic abuse without the consent of the survivor

### **11.3 Background**

11.3.1 Domestic abuse occurs in all communities and affects people irrespective of age, race, culture, sexuality, disability, religion or creed. It affects not only the survivor themselves but also children, wider families and will often divide communities. We will deliver our service with sensitivity to the values associated with these communities and the individual who has contacted us.

11.3.2 We also recognise that women represent 90% of all those who experience domestic abuse (Greater London Domestic Violence Strategy, 2005). Therefore, we endeavour to deliver our service with sensitivity to the issues women may experience; for example, we will always offer the option of same sex interviewing officers.

11.3.3 We have assessed domestic abuse as one of the anti-social behaviour categories that present the high risks to personal safety. Therefore, we have purposely decided to allocate sufficient resources to respond effectively and within target times to reports of domestic abuse. We have identified the following as areas for efficiency savings:

- Having at hand information on local specialist domestic abuse services when domestic abuse is first reported.
- Utilising those specialist agencies in our response to domestic abuse.

#### **11.4 Purpose**

11.4.1 This policy is intended to be an overarching document that sets out Victory's commitment to support those at risk and those experiencing Domestic Abuse and the action we will take against perpetrators

#### **11.5 Scope**

11.5.1 This policy applies to Victory's, tenants, leaseholders and their visitors as well as residents who live within our estates or use our facilities.

#### **11.6 Roles and Responsibilities**

11.6.1.1 The Board has overall responsibility for this policy.

11.6.1.2 The Executive Team is responsible for overseeing the implementation of the policy.

11.6.1.3 Assistant Directors and Managers are responsible for ensuring that all aspects of their services comply with the policy.

11.6.1.4 Employees are required to ensure that they act in accordance with the policy in carrying out their duties.

#### **11.7 Implementation and Monitoring**

11.7.1 The Assistant Director of Housing will monitor and review the effectiveness of this policy and associated procedures.

#### **11.8 Definitions**

11.8.1 Domestic abuse is defined as any incident of threatening behaviour, violence or abuse (psychological, physical, sexual, financial or emotional) which forms a pattern of coercive and controlling behaviour by persons who have been intimate partners or family members regardless of sexuality or gender. This can include forced marriages, female genital mutilation (fgm) and so called 'honour crimes'.

Domestic abuse can include:

- Physical assault ranging from slaps, punches to beatings and even murder
- Sexual abuse and rape
- Threatening or abusive behaviour. This can be both physical and mental intimidation ranging from insults, bullying, aggressive behaviour to harassment

- Emotional, psychological and/or economic abuse
- Forced marriages, female genital mutilation (fgm) and honour crimes

Domestic abuse does not only occur in the home. Due to the wide range of domestic abuse, it is impossible to list all instances.

## **11.9 Legal References**

- The Housing Act 1996
- Domestic Violence, Crime and Victims Act 2004
- Family Law 1996
- Protection from Harassment Act 1997
- Anti-Social Behaviour Act 2003
- Anti-Social Behaviour, Crime and Policing Act 2014