

Tenancy Management Policy



Directorate: Communities

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1. Introduction

- 1.1. This policy establishes the framework used by Salix Homes for managing and monitoring tenancies. It sets out the legal obligations that influence how we will respond to and deal with tenancy management issues. The policy is designed to reflect the rights and responsibilities set out in the tenancy agreement ensuring that Salix Homes has good quality, safe, well managed homes across all our housing stock.
- 1.2. The policy will ensure that Salix Homes and our tenants abide by the rights and responsibilities contained in the tenancy agreement.
- 1.3. The policy ensures that we meet our regulatory obligation to publish a clear and accessible policy outlining our approach to tenancy management.

2. Policy Statement

- 2.1. Salix Homes has a duty to ensure that tenancies are managed correctly in accordance with the conditions set out in the tenancy agreement. This policy sets out the approach that Salix Homes will take to tenancy management and details where any bespoke management arrangements will be put in place to support the fair application of the rights and responsibilities contained in the tenancy agreement.
- 2.2. The policy aims to support our tenants to sustain their tenancy and prevent any unnecessary evictions.
- 2.3. The policy relates to the following types of tenancy agreement:

Assured Shorthold (Starter Tenancies)

This will be used for the vast majority of new customers. The Starter Tenancy will run for the first 12 months, providing there have been no serious breaches of the agreement, it will expire on the anniversary date, and will automatically convert to an Assured Non-Shorthold Tenancy Agreement. During the Starter Tenancy period, customers will not have the same rights as Assured Non-Shorthold Tenants.

Assured Non-Shorthold

This tenancy agreement will be used for new tenants who have completed their 12-month Starter Tenancy period. This tenancy agreement allows the tenant the Right to Acquire the property.

Assured Non-Shorthold (Preserved Rights)

This tenancy agreement is used for tenants who were tenants prior to the stock transfer, or for tenants transferring to Salix Homes who have the Right to Buy under their existing tenancy agreement. It grants them very similar rights to a Secure Tenancy with the council and preserves their Right to Buy.

2.4. The objectives of the Tenancy Management Policy are:

- To set out how tenancies will be managed across all Salix stock
- To ensure that tenancies are managed legally and without prejudice to tenants
- To offer advice and support to tenants and guidance for officers when making decisions
- To support and complement our overall approach to dealing with anti-social behaviour and encouraging good neighbourliness
- To support tenancy sustainment and sustainable communities
- To work collaboratively with partners in Salford to meet customer priorities across our communities

2.5. The Tenancy Management Policy covers the following areas:

- Dealing with nuisance from pets
- Managing pets in buildings with communal entrances
- Vehicle nuisance
- Managing secure car park spaces
- Poor property and garden condition
- No access issues
- Abandoned properties

3. Policy

3.1. Dealing With Nuisance from Pets

- 3.1.1 Tenants who keep a pet have a responsibility to ensure that their pets do not cause nuisance to others, cause damage to Salix Homes property or contravene the terms and conditions of their Tenancy Agreement or any other relevant legislation.

- 3.1.2 Irresponsible pet owners will not be allowed to keep pets in a Salix Homes property and will be considered to have forfeited any right or permission that they may have had in the past.
- 3.1.3 Salix Homes will investigate all complaints or concerns and deal with them in line with our Good Neighbourhood Management Procedure or Anti-Social Behaviour Procedure as appropriate.
- 3.1.4 Advice and support will be offered to tenants where re-homing the pet is the most appropriate course of action.

3.2. Managing Pets in Buildings with Communal Entrances

- 3.2.1 Tenants who live in buildings with a shared entrance (typically apartment accommodation), are not permitted to keep a pet without our written consent which we will not unreasonably withhold.
- 3.2.2 Tenants who own dogs breeds which are classed as prohibited will not be given permission to keep the dog in a Salix Homes property and may be reported to the Police or other relevant agency if we feel the pet is being kept illegally.
- 3.2.3 If tenants wish to keep a dog or a cat it must be microchipped and registered on a database in line with the Microchipping of Cats and Dogs (England) Regulations 2023.
- 3.2.4 All tenants who wish to keep a dog in buildings with a shared entrance will be required to sign and commit to the terms of Salix Homes' Responsible Dog Ownership Agreement.
- 3.2.5 Pets must not be allowed at any time to roam unsupervised within communal areas. Dogs must be kept on a lead at all times while walking through communal areas and when exercising in communal grounds.

3.3. Vehicle Nuisance

- 3.3.1 All tenants who own a vehicle have a responsibility to ensure their vehicle does not cause nuisance to others or breach the terms of the tenancy agreement or any other legislation.
- 3.3.2 Irresponsible vehicle owners will not be permitted keep vehicles on Salix Homes' property and will be considered to have forfeited any right or permission they may have had in the past.

- 3.3.3 Salix Homes will investigate all complaints or concerns and deal with them in line with our Good Neighbourhood Management Procedure or Anti-Social Behaviour Procedure as appropriate.
- 3.3.4 Salix Homes will work in partnership with other agencies when dealing with complaints about nuisance from vehicles including GM Police, DVLA and Salford City Councils Environmental Enforcement Team.

3.4. Managing Secure Car Parks

- 3.4.1 All tenants who wish to access and park their vehicle in areas where a secure car park is provided will be required to register their vehicle details with us.
- 3.4.2 Upon satisfactory registering of their vehicle, they will be provided with a fob that is programmed to access vehicle gates into the secure car park.
- 3.4.3 All tenants must adhere to the parking notification in place at the secure car park including:
 - Not parking/blocking areas designated for emergency access
 - Not parking in areas reserved for disabled residents unless they display an appropriate disabled parking permit
 - Not blocking in other residents' vehicles
 - Not parking on grassed or seeded margins
 - Only parking in designated parking bays
- 3.4.4 All tenants must comply with the Car Park Guidelines in place at the secure car park. This includes any restrictions in place around visitor access to the car parks.
- 3.4.5 Salix Homes reserves the right to restrict access to the secure car parks and take other appropriate measures including legal and non-legal tenancy action where the Car Park Guidance is not adhered to.

3.5. Poor Property and Garden Condition

- 3.5.1 Salix Homes expects that tenants will maintain their properties in reasonable condition at all times in accordance with their tenancy agreement:
 - Keeping the interior of the home clean and in a good state of decoration.
 - Keeping and maintaining gardens, trees, lawn and hedges in a neat and tidy condition
 - Reporting to Salix Homes promptly, any disrepair or defect for which Salix Homes are responsible including and build-up of damp and mould in the property.

3.5.2 Where concerns about property or garden condition are highlighted through a routine visit, tenancy audit or referral from partner/external agencies, we will investigate to establish possible support needs and where appropriate make a referral into our specialist Customer Support Team.

3.5.3 In circumstances where support needs are not identified and there is no underlying reason why the property is not being adequately maintained, the tenant will be advised what action may result if requests to tidy up the property are not followed. Ultimately, we may consider taking enforcement action if the tenant continues to allow the property to deteriorate.

3.6. Access

3.6.1 Salix Homes' tenancy conditions require a tenant to give Salix access if appropriate written notice of this request has been given. Access will normally be requested for carrying out gas and electrical safety checks, routine property inspections, cyclical works and tenancy audits.

3.6.2 Salix Homes will normally give at least 24-hour notice when we require access unless we believe entry is necessary because of emergency or health and safety issues such as water or gas leaks.

3.6.3 If written notice has been given and we are still unable to access the property we will take appropriate action, which may include applying to the County Court for an Access Injunction.

3.7. Abandoned Properties

3.7.1 Salix Homes will ensure that abandoned properties across our neighbourhoods will be identified and dealt with promptly and efficiently to minimise the number of empty properties and rent loss across the housing stock.

3.7.2 We will aim to regain possession of any property suspected of being abandoned as soon as possible, to ensure that properties are not left vulnerable to unauthorised occupiers or damage because of abandonment.

3.7.3 We will investigate all reports or all suspected cases of abandonment. Each case will be considered on its own merits and legal action to repossession the property may commence after a full investigation has been carried out.

3.7.4 Salix Homes acknowledge that there will be occasions when tenants may be absent from their home for a variety of reasons such as hospitalisation, imprisonment, holidays or work and will consider these reasons while investigating. Where appropriate we will accept an implied surrender of tenancy if the property has clearly been abandoned with no signs of occupation at all.

- 3.7.5 If we are satisfied that the tenant has left the property permanently and has therefore surrendered their tenancy by default, Salix can end the tenancy giving four weeks (28 days) notice, by serving a Notice to Quit and at the same time a Notice of Seeking Possession on the grounds of non-occupation (Ground 12). Each Notice will be served without prejudice to the other.
- 3.7.6 In normal circumstances, provided that no one is occupying the property when the Notice to Quit expires and there has been no contact from the tenant, Salix can repossess the property without a Court Order (Section 81 Housing Act 1985, Section 1 (1)(b) Housing Act 1988, Section 124 Housing Act 1996).

4. Roles / Responsibility

- 4.1. The Director of Communities has overall responsibility for the implementation, application and review of this policy.
- 4.2. Housing Managers and Senior Housing Officers are responsible for ensuring staff involved are trained in the implementation and understanding of the policy and associated procedures.
- 4.3. Housing Officers are responsible for the day-to-day application of this policy when managing tenancies and any breaches of the terms and conditions of the tenancy agreement.

5. Legal / Regulatory Links

- 5.1. This policy ensures that we meet our regulatory requirement to publish a clear and accessible policy outlining our approach to tenancy management.
- 5.2. The policy also relates to the following legislation:
- Housing Act 1985
 - Housing Act 1988
 - Housing Act 1996
 - Protection from Eviction Act 1977
 - Torts (Interference of Good Act) 1977
 - Prevention of Social Housing Fraud Act 2021
 - Anti-Social Behaviour, Crime and Policing Act 2014

6. Equality, Diversity and Inclusion

- 6.1. Salix Homes is committed to promoting and embedding a culture of equality, diversity and inclusion (EDI) within our workplaces and the communities we serve.
- Equality is about ensuring that every individual has an opportunity to make the most of their lives and talents;
 - Diversity is recognising difference and responding positively to those differences;
 - Inclusion is about creating an environment where our services and employment opportunities are accessible to all.
- 6.2. We are committed to meeting our obligations and duties under the Equality Act 2010 and to promoting equal opportunities both in the provision of services and in our employment practices. We will consider all the protected characteristics of the Act which are:
- Age
 - Disability
 - Gender reassignment
 - Marriage and civil partnership
 - Race
 - Religion or belief
 - Sex
 - Sexual orientation
 - Pregnancy and maternity
- 6.3. We also recognise that Socio-economic background is an area where inequalities exist and commit to addressing this disadvantage and inequality in our communities where able to do so.
- 6.4. We are also mindful of our duties under the Public Sector Equality Duty, which is to:
- Eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Equality Act 2010;
 - Advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it; and
 - Foster good relations between persons who share a relevant protected characteristic and persons who do not share it.
- 6.5. Where reasonable to do so, Salix Homes will make any reasonable adjustment to ensure compliance with the Act.

7. Related Documents

7.1. This policy links to the documents listed below which should be read to support and in conjunction with the content of this policy:

- Tenancy Management Procedure
- Good Neighbourhood Management Policy
- Anti-social Behaviour, Hate Crime and Domestic Abuse Policy
- Reasonable Adjustments Policy
- Mutual Exchange Policy
- Succession and Assignment Policy
- Decant Policy
- Storage of Goods Left in Properties Policy
- Tenancy Fraud Policy
- Left in Occupation Policy

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