

## Tenancy Management Policy

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Approved by	Directors Group
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Monitoring, Auditing and Reporting	<ol style="list-style-type: none"> <li>1. Introduction and implementation of procedure</li> <li>2. Performance Indicators</li> <li>3. CRM case management</li> </ol>

## **1. Scope and Aims**

1.1. Hexagon Housing Association (Hexagon) is committed to providing decent homes and creating sustainable communities for those in housing need. We recognise that the successful management of tenancies is key to delivering this commitment and aim to do this with consistency and transparency.

1.2. In compliance with the Regulator of Social Housing's Tenancy Standard, Hexagon will:

1.2.1. Provide and make available, information to residents about their tenancy/lease rights and responsibilities.

1.2.2. Offer support to tenants to maintain their tenancy or licence and prevent unnecessary evictions;

1.2.3. Provide tenants required to move with timely advice and assistance about housing options before the tenancy or licence ends.

1.3. To achieve our aims under this policy we will focus on:

1.3.1. Knowing who is living in our homes;

1.3.2. Supporting residents to sustain their tenancies;

1.3.3. Making best use of Hexagon's stock;

1.3.4. Ensuring the terms and conditions set out in the tenancy agreement are adhered to.

1.4. When we are aware that our homes are not being used for the correct purpose, or in the correct manner, we will take steps to address this. Common tenancy breaches include;

1.4.1. Abuse of staff, including contractors;

1.4.2. Unauthorised alterations;

1.4.3. Property damage;

1.4.4. Neglected gardens and improper use of communal areas.

1.5. This policy applies to Hexagon residents, tenants, leaseholders and shared owners.

1.6. Complex tenancy breaches will be managed outside of this Policy. Please refer to the relevant Policy on;

1.6.1. Tenancy Fraud;

1.6.2. Abandonment, Illegal Occupants & Subletting;

1.6.3. Hoarding;

1.6.4. Anti-Social Behaviour.

## **2. Equality and Diversity**

2.1. Hexagon aims to understand the diverse needs of residents and deliver fair and equitable outcomes under this policy. We commit to considering reasonable adjustments in the delivery of our services to accommodate the diverse needs of residents and their household members.

2.2. An equality and diversity impact assessment has been carried out and is attached as an appendix to this Policy.

2.3. This Policy will be enacted in line with our Vulnerable Residents and Reasonable Adjustments Policy and in compliance with our obligations under the Equality Act 2010 and the Regulator of Social Housing's Consumer Regulations.

## **3. Resident Consultation**

3.1. Residents will be consulted on this policy during 2025/2026.

## **4. Policy Statement**

4.1. A tenancy breach occurs when a condition of the tenancy agreement is broken, such as a property or garden being in a poor state of repair or condition.

4.2. Hexagon will work with residents to ensure that the tenancy or lease conditions are adhered to by ensuring their rights and responsibilities are communicated with them:

4.2.1. At the commencement of their tenancy or lease;

4.2.2. When there is concern for someone's ability to sustain their tenancy or lease;

4.2.3. For general reference via the Resident Portal and website.

4.3. During the tenancy or lease, we will fulfil our responsibilities as the landlord under the tenancy or lease agreement and comply with all relevant legislation to ensure homes and neighbourhoods are maintained.

- 4.4. Hexagon's staff, usually Neighbourhood Officers, Surveyors and Contractors will identify tenancy breaches through routine day to day activities.
- 4.5. Any report of a tenancy breach will be managed in a practical way to seek the most pragmatic and sustainable outcome for the resident, the community, and Hexagon.
- 4.6. Support will always be offered to residents who are in breach of their tenancy, particularly if the breach has occurred because of a specific vulnerability. Please refer to the Vulnerable Residents & Reasonable Adjustments Policy.
- 4.7. Examples of support that may be provided include helping tenants to manage their money and maximise their income, signposting to specialist debt advice, offering energy advice, and referring or signposting to services helping vulnerable tenants to be able to live independently, including those who experience mental health issues, or drug and alcohol dependency.
- 4.8. We will seek to ensure that tenants understand the terms of their tenancy agreement, the consequences of breaching these terms, and what action they can take to remedy any breach. This information will be communicated at tenancy sign up meetings and during processes to deal with breaches.

## **5. Resolutions of Tenancy Breaches**

- 5.1. Where we are aware of a potential breach of a tenancy or lease condition, we will undertake some initial enquiries and try to resolve the issue with the tenant concerned. Where appropriate we will give tenants an opportunity to put things right and where necessary offer advice or refer them for additional support if they are unable to maintain the conditions without additional support.
- 5.2. We will take firm action where tenancy and lease breaches cause nuisance or create an unacceptable risk to the safety and well-being of other residents, for example leaving items in communal areas as these create a fire risk; or cause damage or an unacceptable risk to Hexagon property.
- 5.3. Where a resident is unable to maintain their home and garden because of ill health, frailty or disability we will work with the residents to explore options for obtaining support and assistance to help them fulfil their tenancy obligations. This may include support from Hexagon's own teams or with the residents' permission, working with other agencies. To support residents to maintain the terms of their tenancy we may offer:
  - 5.3.1. Tenancy support, which may include a referral to Hexagon's Housing Sustainment Officer;
  - 5.3.2. Money Advice Support from our Community Investment team;

5.3.3. Garden maintenance assistance.

5.4. Where necessary, Hexagon may also take legal action to resolve a tenancy breach, including:

5.4.1. Community Protection Notices

5.4.2. Injunctions

5.4.3. Notice to Quit

5.4.4. Notice of Seeking Possession

5.4.5. Serving a Tort Notice and removal of items from communal areas

5.5. Hexagon may also pursue non-legal remedies such as:

5.5.1. Referral for mediation

5.5.2. Warning letters

5.5.3. Good Neighbour Agreement

5.5.4. Acceptable Behaviour Agreement

5.5.5. Target hardening measures

5.5.6. Environmental Visual Audit (EVA)

5.5.7. Band A Transfer or Mutual Exchange

## **6. Evictions**

6.1. Eviction is the recovery of occupied accommodation owned or managed by Hexagon Housing Association (Hexagon). Eviction is defined as 'a tenancy brought to an end by a court order and the subsequent execution of a bailiff's warrant'.

6.2. Eviction will generally be an act of last resort, taken when any other action would be inappropriate, or when all efforts to tackle breaches of the tenancy agreement have been exhausted. However, there may be circumstances, for example extremely serious antisocial behaviour, a serious indictable offence being committed or using a property for illegal or immoral purposes, when eviction may be considered the only appropriate action and be sought at the outset.

6.3. When we become aware of a breach, or possible breach of the tenancy agreement, we will make reasonable attempts to intervene at an early stage, and to investigate and consider the individual circumstances of each tenant, including

any vulnerability. Vulnerabilities may be linked to age, disability, mental health, ethnicity, and other factors. We will seek to ensure that tenants receive appropriate support to help them keep their homes, including liaising with any existing support networks and utilising multi-agency networks.

6.4. Prior to pursuing legal action, Hexagon will carry out a proportionality assessment, including consideration of mental capacity as per the Mental Capacities Act.

6.5. Evictions will be considered in the following circumstances:

6.5.1. Where the Court has granted an order for possession on one or more of the grounds as set out in the Tenancy Agreement and Schedule 2 of the Housing Act 1985 and Hexagon is entitled to possession absolutely or the tenant is in breach of the terms of a suspended possession order (postponed).

6.5.2. Where the tenant has an Assured Shorthold Tenancy and has breached the tenancy conditions, and the specified period following service of a Section 21 notice has elapsed. Where the tenant has not vacated the premises after this period, eviction may be via a subsequent court order for possession.

6.5.3. Where no secure tenancy exists either because the occupant is an illegal occupier or remains in occupation after the secure tenant has vacated the property, and a succession has not been granted.

6.5.4. Where the occupier is a licensee and has breached the terms specified in the licence agreement as grounds for eviction.

6.6. Hexagon will adhere to part 3 of the pre-action protocol, which states that where a landlord commences proceedings on a mandatory ground (i.e. there is a restriction on the Court's discretion on making an order for possession and/or to which S.89 Housing Act 1980 applies) social landlords must undertake certain actions prior to commencing possession proceedings. These are as follows:

6.6.1. At the time of service of the possession proceedings (or shortly afterwards), to write to the tenant explaining the intent to seek possession and requiring the tenant to notify Hexagon in writing within a specified period of time of any personal circumstances or other matters which they wish to be taken into account.

6.6.2. If any written representations are received these must be considered. In the event Hexagon decides to proceed with a claim for possession after receipt and consideration of representations, give written reasons for doing so.

6.6.3. The above matters must be included in schedule form, either in the particulars of claim, or a witness statement when the possession claim is made.

6.7. Tenants will receive written notification that the eviction is to proceed at the earliest opportunity. Hexagon will inform the tenant of the date and time of the eviction, advice about clearance and storage of belongings and details regarding advice and support related to finding alternative accommodation.

6.8. Where we have had to take action to enforce the tenancy or lease terms and conditions, we may seek to recover our costs from the resident, including any clearance, removal or legal costs.

6.9. If we are bringing a tenancy to an end, we will provide timely advice and assistance about housing options before the tenancy ends. This may include:

6.9.1. A referral to the Local Authority Housing Options Team; and working to any agreed local protocols.

6.9.2. Signposting to appropriate support and advice services.

6.10. Where there are dependent children, or elderly or vulnerable persons, a referral will also be made to the appropriate Social Services Department. If a tenant is being evicted who is in receipt of support services, the relevant worker/agency will be informed at the earliest opportunity and will be kept informed of progress.

## **7. Data Protection**

7.1. This Policy will be enacted in line with our Data Protection framework, and in line with the UK GDPR and Data Protection Act 2018.

7.2. Under this policy, personal data may be shared with our lawyers and the Courts for the purposes of taking legal action. Personal data may also be shared with the Local Authority as part of a housing options referral.

7.3. The Data Process Owner of the personal data processed under this policy is the Head of Housing and they are responsible for ensuring that the personal data is processed in line with Hexagon's Data Protection Framework.

7.4. If you want more information about how your personal data is processed under this policy, please contact our data protection team at [dprotection@hexagon.org.uk](mailto:dprotection@hexagon.org.uk) or call our office.

## **8. Legal Framework**

8.1. Housing Act 1980

8.2. Housing Act 1985

8.3. Housing Act 1996

8.4. Crime and Disorder Act 1998

8.5. Anti-Social Behaviour Act 2003

8.6. Equalities Act 2010

8.7. Disability Discrimination Act 2005

## **9. Related Hexagon policies, strategies and procedures**

9.1. Rechargeable Repairs Policy

9.2. Tenancy Policy

9.3. Pet Policy

9.4. Parking Policy

9.5. No Access Policy

9.6. Death of a Tenant Policy

9.7. Succession Policy

9.8. Arrears Policy

9.9. Tenancy Fraud Policy



## Appendix 1: Equality Impact Assessment

This assessment is completed in compliance with the Equality Act 2010, the Housing Regulator's Transparency, Influence and Accountability Consumer Standard, and Hexagon's Vulnerable Residents and Reasonable Adjustments Policy. Hexagon's Vulnerable Residents and Reasonable Adjustments Policy commits the organisation to understanding the diverse needs of residents and, where there are any barriers to accessing the service or any disproportionate negative impact, considering reasonable adjustments to ensure a fair and equitable outcome for all residents.

Hexagon recognises that responding and reacting to the changing needs of residents requires a willingness to do things differently and find individual solutions to ensure equitable access to our services for all. The following table will propose how we will adjust the service to account for possible requirements of different groups, to help us to prepare for these expected needs. However, we recognise that we cannot anticipate every need and that there is not a one-size-fits-all solution to all needs, so we will continue to be responsive and flexible in adapting to the diverse needs of residents in enacting this policy.

See the Vulnerable Residents and Reasonable Adjustments Policy for examples of Reasonable Adjustments we will consider. When considering what is reasonable, we will take into account: The effectiveness of the adjustment(s) in preventing or reducing the disadvantage for the person with a disability; The practicality of us making the adjustments; The availability of our resources, including external assistance and finance; Any disruption to the service that making the adjustment may cause.

Characteristic	Impact	Explanation of Impact	Reasonable Adjustments Considered	Consideration of effectiveness, practicality, cost/availability of resources and any disruption to service	Decision on whether to implement the Reasonable Adjustment
<b>Age</b>	<b>Positive</b>	Support available for residents who are struggling to maintain their tenancies due to age	Additional support for home and garden maintenance on a case-by-case basis;	Cost may be recharged to the resident on a repayment plan.	Agreed
<b>Pregnancy/ Maternity</b>	<b>Positive</b>	Support available for residents who are struggling to maintain their tenancies due to pregnancy or maternity			
<b>Disability: Physical health and mobility</b>	<b>Positive</b>	Support available for residents who are struggling to maintain	Additional support for home and garden maintenance on a case-by-case basis;	Cost may be recharged to the resident on a repayment plan	Agreed

		their tenancies due to physical health and disability			
<b>Disability: Learning and neurodivergence</b>	<b>Positive</b>	Support available for residents who are struggling to maintain their tenancies due to learning disabilities and/or neurodivergence	Additional support for home and garden maintenance on a case-by-case basis;  Taking more time to explain tenancy breaches and actions needed, and using the residents preferred contact method or liaising with a representative on request.	Cost may be recharged to the resident on a repayment plan.  Additional staff time can be accommodated to ensure understanding.	Agreed
<b>Disability: Vision and hearing</b>	<b>Positive</b>	Support available for residents who are struggling to maintain their tenancies due to vision or hearing needs.	Additional support for home and garden maintenance on a case-by-case basis;  Communicating about tenancy breaches using the residents preferred contact method or liaising with a representative on request.	Cost may be recharged to the resident on a repayment plan.  Additional staff time can be accommodated to ensure understanding.	Agreed
<b>Disability: Mental health</b>	<b>Positive</b>	Support available for residents who are struggling to maintain their tenancies due to mental health needs	Additional support for home and garden maintenance on a case-by-case basis;  Taking more time to explain tenancy breaches and actions needed, and using the residents preferred contact method or liaising with a representative on request.	Cost may be recharged to the resident on a repayment plan.  Additional staff time can be accommodated to ensure understanding.	Agreed
<b>Sex</b>	<b>None</b>	No impact identified			
<b>Gender reassignment /</b>	<b>None</b>	No impact identified			

<b>Transgender / Non-binary identity</b>					
<b>Race or nationality</b>	<b>None</b>	No impact identified			
<b>Religion or belief</b>	<b>None</b>	No impact identified			
<b>Sexual orientation</b>	<b>None</b>	No impact identified			
<b>Language</b>	<b>Positive</b>	Support available for residents who are struggling to maintain their tenancies due to language needs	Translation of letters relating to tenancy breaches upon request; using the residents preferred communication method; liaising with a representative on request.	We will pursue low-cost translation services where possible, such as google translate, and we will pay for additional translation services (such as telephone or in-person interpreter) as far as is reasonable and practicable to ensure understanding.	Agreed, although it should be noted that using the residents preferred communication method will continue to see any formal notifications sent in writing in addition to receiving communication via the preferred method.
<b>Literacy</b>	<b>Positive</b>	Support available for residents who are struggling to maintain their tenancies due to literacy needs.	Using the residents preferred communication method; liaising with a representative on request.	Communicating by phone or in-person instead of using a standardised letter is likely to take up more staff time however it is likely this can be accommodated to ensure understanding of a tenancy breach.	Agreed, although it should be noted that using the residents preferred communication method will continue to see any formal notifications sent in writing in addition to receiving communication via the preferred method.

## Outcome

<b>Where any negative impact is identified, have changes to the policy or sufficient reasonable adjustments been proposed to mitigate the impact?</b>	
No negative impact on a specific group has been identified as the policy makes provision for consideration of diverse needs and offering of appropriate support. Possible reasonable adjustments that may be requested are set out above, and Hexagon will consider and respond to any other requests for reasonable adjustments as per our Vulnerable Residents and Reasonable Adjustments Policy.	
<b>How will the reasonable adjustments be facilitated and communicated to residents?</b>	
Additional support to fulfil the tenancy responsibilities of the tenant (such as home or garden maintenance) may be offered through our contractors and the cost may be recharged to the tenant as per our Rechargeable Repairs Policy. This option will be communicated to the resident at an early stage, when the tenancy breach has been identified and we have identified a relevant vulnerability or need.	
<b>What are the arrangements for monitoring and reporting on the impact on residents, the diverse needs of residents using the service, and the implementation of reasonable adjustments?</b>	
<p>Tenancy breach action will be recorded on our CRM system to ensure effective case management and record keeping, this will allow us to monitor and report on the impact on residents, including the diversity profile of the tenants impacted, and whether the residents had any reasonable adjustments recorded on the system. This will be assessed at each policy review.</p> <p>Agreed reasonable adjustments will be recorded on our CRM system and Hexagon staff and contractors are required to adhere to these.</p>	
<b>Are you satisfied that we have met our duties under the Equality Act 2010 and the Consumer Regulations?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Completed by:</b>	Policy Officer Head of Housing