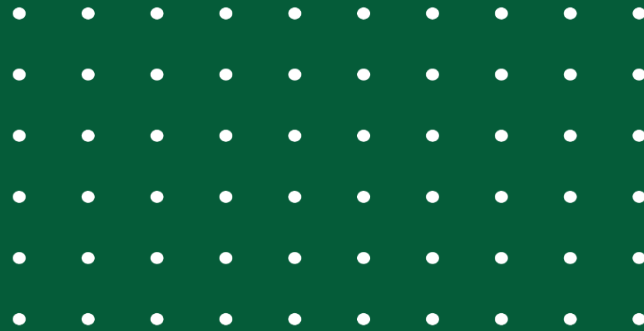




POLICY

TENANCY MANAGEMENT



November

2024

Policy	TENANCY MANAGEMENT POLICY			
Version Reference	2.0			
Tenant Focus Group Approval	Yes			
Approved by Board	Yes			
Date Approved	5 November 2024			
Review Due	November 2027			
Policy Champion	Senior Housing Officer			
Who this Policy Affects	Staff	Tenants ✓	Contractors	Members of the Public

1.0 INTRODUCTION

- 1.1 This policy sets out the framework within which we manage our tenancies, work with our tenants to create sustainable tenancies and deal with tenancy breaches.
- 1.2 We have developed this policy to direct and support service delivery in line with our vision and mission:

... to provide quality homes and services for people in housing need and we are proud to play a role in supporting the development of safe and sustainable communities where people are proud to live.

2.0 SCOPE OF POLICY

- 2.1 This policy applies to all CDHA tenancies.
- 2.2 This policy does not cover breaches relating to non-payment of rent or other charges due, anti-social behaviour, tenant disrepair or failure to allow access: these are covered by specific policies and related procedures.

3.0 AIMS AND OBJECTIVES

- 3.1 The aims and objectives of this policy are to:
 - a) Ensure that tenants comply with the terms and conditions of their tenancy agreement
 - b) Ensure that Cill Dara Housing Association officers take effective, timely, reasonable and proportionate actions in dealing with tenancy breaches
 - c) Provide a tenancy management framework that supports and complements our estate management procedures
 - d) Ensure that we identify and appropriately support vulnerable tenants
 - e) Ensure that we risk assess tenants so as to identify those who may pose a risk to staff, communities or our homes, so that we can provide them with services whilst ensuring that our staff and communities, and our homes are kept safe.

4.0 POLICY STATEMENT

- 4.1 We recognise the importance of effective tenancy management as a key part of our being a responsible landlord in managing the homes we own and manage.

- 4.2 Our tenancy agreement details the obligations and responsibilities of both landlord and tenant.
- 4.3 The sections in this policy statement are, effectively, a series of related policy statements around the key areas of tenancy management and where those areas are not covered by a separate policy.

5 TENANCY TYPES

- 5.1 Cill Dara Housing Association's property portfolio is made up of homes that we own as well as lease and manage under the Long-term Leasing Scheme. All tenants have a tenancy agreement with Cill Dara Housing Association.

6 MANAGING THE PROBATIONARY TENANCY

- 6.1 A fixed term, 6-month tenancy occurs at the beginning of the tenancy and then as successive Part 4 tenancies end – after 3.5 or 5.5 years, depending on when the tenancy started. At the start of a new tenancy, we refer to the initial 6-month tenancy as a “probationary tenancy”.
- 6.2 The fixed term tenancy effectively gives a break clause in the tenancy, where we are able to end the tenancy without needing to prove a breach of tenant obligations. Our overarching aim is for the tenant to be able to remain in their home for as long as they need it and for as long as it meets their needs. However, where the tenancy is not being conducted satisfactorily, there are tenancy breaches that are detrimental to neighbours, the fabric of the property or where rent has not been paid, we will review the viability of the tenancy and may serve a Notice of Termination to end the tenancy at the end of the probationary period.
- 6.3 In the case of new tenants, we use the initial fixed term tenancy of 6 months to continue the assessment of the suitability of the tenant to successfully maintain their tenancy with us. Where the tenancy is not being conducted satisfactorily, we will work closely with the tenant to try to resolve the issues before assessing whether to end the tenancy at the end of the probationary period.

For new tenancies, we will:

- 6.4 Risk assess tenants based on information provided by the nominating local authority and our pre-tenancy interview. We will use this risk assessment to structure our involvement with the tenant over the first 4 months of the probationary tenancy
- 6.5 Provide tenants with clear information about the probationary tenancy, the decision process around ending the tenancy and their rights and responsibilities
- 6.6 Require tenants to work with us and / or partner organisations to address issues or support needs identified as posing a risk to the tenancy being managed satisfactorily
- 6.7 Schedule Probationary Tenancy Visits throughout the first 5 months of the tenancy, as determined by the risk assessment, but with a minimum of 2 visits

- 6.8 Assess tenancy sustainability during the probationary tenancy to ensure that appropriate support measures are put in place where necessary
- 6.9 Carry out a formal tenancy review of the tenancy at 4 months
- 6.10 Serve a Notice of Termination, subject to following our agreed processes, where there are tenancy breaches, and the tenant is not working satisfactorily with us to resolve the breaches.

7 AUTHORISED OCCUPANTS

- 7.1 Tenants are required to obtain our permission before allowing anyone not listed on the tenancy agreement to live at the property, even if only temporarily.
- 7.2 Whilst we will not unreasonably withhold permission, we will take the following actions to ensure that the tenant, their family, the tenancy or neighbours are not put at risk or compromised:
 - Require any current tenancy breaches to be rectified before taking any further checks
 - Not give permission if Cill Dara Housing Association's estate management checks show evidence of recent activities that, if carried out at or from the property, would be a breach of tenancy
 - Not give permission if an additional person in the home would cause overcrowding
 - Require the Proposed Authorised Occupant to disclose their full income details so that we can reassess the rent
 - Require the tenant to pay a €30 weekly charge whilst the rent is being reassessed.

8 CREATING A JOINT TENANCY

- 8.1 We recognise that a sole tenant may wish to make their partner a joint tenant. There may also be occasions where a sole tenant wishes a family member to become a joint tenant.
- 8.2 A proposed joint tenant must have resided at the property as an Authorised Occupant for at least 12 months before we will consider a joint tenancy request.
- 8.3 We will not consider requests for a joint tenancy to be created with a friend. We will very carefully look into the reasons for requesting a joint tenancy with a family member other than a parent, child or sibling.
- 8.4 Our primary consideration when making a decision about a joint tenancy is that the existing tenant understands the implications and potential loss of security of tenure.

- 8.5 When considering an application from a sole tenant to add a joint tenant, we will:
- Require any tenancy breaches to be rectified before considering the joint tenancy application
 - Interview the sole tenant alone to ensure that they understand the implications of a joint tenancy
 - Interview the proposed joint tenant with the tenant to ensure that they understand what their rights and responsibilities would be as a joint tenant
 - We will not give permission if Cill Dara Housing Association's estate management checks show criminal activities or evidence of activities that, if carried out at or from the property, would be a breach of tenancy.

9 ENDING A JOINT TENANCY

- 9.1 Although "joint and several liability" means that either joint tenant may give notice to end the tenancy, we will make all reasonable efforts to get the agreement of both tenants if just one tenant seeks to end the tenancy
- 9.2 Where one joint tenant ends the tenancy against the wishes of the other joint tenant, we will consider signing the remaining tenant as the new sole tenant. In making this decision, we will take into account how the tenancy has been conducted and any current tenancy breaches.

10 MUTUAL EXCHANGE

- 10.1 A mutual exchange is where two social housing tenants – that is, tenants of an Approved Housing Body or Local Authority - effectively, swap tenancies. It can be a way of moving to a more suitable home when the assessed housing need does not give the tenant sufficient priority for a transfer.
- 10.2 Tenants must get permission from their landlord before exchanging tenancies. We will not give permission for a mutual exchange where:
- There are tenancy breaches from either party. This includes, but is not limited to, rent arrears, anti-social behaviour, where the tenant has damaged the property or has not given access for maintenance or health and safety checks
 - The incoming tenant would over occupy the property, or under occupy the property by more than one bedroom.

11 SUCCESSION

- 11.1 Succession is not an automatic right. Each application is considered on a case by case basis. Our key consideration is to deal sensitively with a bereaved partner or close family member who had been living in the property at the time of the tenant's death. We also must ensure that appropriate and the best possible use is made of social housing homes.

11.2 Where there is a joint tenancy, and one tenant dies, the tenancy automatically reverts to the surviving tenant. Apart from this situation, the following outlines the basis of potential succession rights:

- Where a sole tenant dies, CDHA has the right to take back the property. A key factor in this consideration may be the size of the property, whether the property has been specially adapted, and the accommodation needs of the next of kin who have requested use of the property.

11.3 We will consider granting a new tenancy to a member of their immediate family where the family member used the dwelling as their normal place of residence as an Authorised Occupant for at least the preceding 2 years.

12 TENANTS WHO POSE A RISK

12.1 As part of an ongoing risk assessment, we will seek to identify where a tenant's behaviour may put staff or contractors at risk and have a Risk Flag Policy in place. Where such behaviour may be caused by mental or physical health conditions, we will try to work with the tenant to get appropriate support packages in place.

12.2 With regard to staff safety, we will assess the risk to staff in respect of lone working and home visits. In managing and mitigating the risk, we will consider:

- Only carrying out home visits in pairs
- No lone female visits – female members of staff to be accompanied by a male member of staff
- Only carrying out home visits with the support worker present
- Not carrying out home visits at all, with any face to face contact being made in either our offices or the offices of a support worker.

12.3 We also recognise the impact on staff of tenants who are verbally abusive or aggressive. In these cases, we may refuse to take telephone calls from the individual and require them to only contact us in writing.

12.4 Where tenants have been assessed as posing a risk, a "tenant alert" will be set up against the tenant record. Such alerts will be authorised by a manager, time limited and reviewed prior to renewing.

12.5 Where tenant behaviour constitutes a breach of tenancy and the tenant is not able or willing to work with us or support services to modify their behaviour, we will consider serving a Notice to terminate the tenancy.

13 HOARDING

13.1 Hoarding is a complex mental health condition that can have a destructive

impact on the individual. We will take a non-judgmental approach which balances the needs of the individual against the severity of the impact that their hoarding has on them, the property and neighbouring residents.

- 13.2 We will always try to work with tenants where hoarding occurs. However, we will take immediate action where there is a fire or health and safety risk to the home or shared areas. This will include carrying out a risk assessment to determine the level of risk and to identify the most appropriate course of action.
- 13.3 Where a child is found to be living in a hoarded property, we will notify Tusla - Child and Family Agency, and / or An Garda Síochána.
- 13.4 When an adult is living in a hoarded property, it may not always be considered a safeguarding issue. However, in cases where there is a risk of harm, concerns around capacity or vulnerability, we will follow our safeguarding procedures.
- 13.5 Hoarding may become a breach of tenancy. We will always take action when we become aware that hoarding is taking place, but the action we take will depend on the type and level of risk posed in accordance with our procedures and guidance on hoarding.
- 13.6 CDHA is committed to working in partnership with statutory services such as the HSE, social work teams, Tusla, GPs, community mental health teams, local fire services and voluntary sector organisations.

14 TENANCIES OF UNLIMITED DURATION

- 14.1 All new tenancies created on or after 11 June 2022 will automatically become Tenancies of Unlimited Duration when the tenant has lived in the rental property for six consecutive months and a valid notice of termination has not been served. Provide tenants with clear information about any tenancy breaches, what they need to do to rectify the breach and what will happen if they do not rectify the breach.
- 14.2 Tenancies already in existence before 11 June 2022, will continue under the existing security of tenure rules until the end of the current six-year cycle of the tenancy. The landlord is still entitled to end these tenancies at the end of the six-year period for any reason by serving a notice of termination before the end of the current 6-year period, where the notice period expires after that date. In most cases however it is likely that the parties will want the tenancy to continue and in these circumstances the tenancy will become a tenancy of unlimited duration at the end of the current 6-year cycle. Then the tenancy may only be terminated by the landlord by relying on one of the permitted termination grounds as set out in the RTA Serve a Notice of Termination, subject to following our agreed processes where there are tenancy breaches, and the tenant is not working satisfactorily with us to resolve the breaches.

15 TENANCY SURRENDER

- 15.1 Where a tenant wishes to end their tenancy, they must give notice, as detailed in their tenancy agreement; this is usually 4 weeks.
- 15.2 Tenancies usually end on a Sunday. The tenant must:
- Leave the property in the condition in which they found it, except for reasonable wear and tear
 - Pay rent due up to the end of the tenancy
 - Clear any arrears of rent, service charge or sundry debts
 - If the tenancy ends on a Saturday or Sunday, return the keys to us by 10.30 on the
 - Monday after the tenancy ends, or a further week's rent will become due
 - If the tenancy ends on a weekday, return the keys to us by 16.30 on the day the tenancy ends, or a further week's rent will become due.
- 15.3 We may use our discretion to waive or reduce the notice period where so doing will alleviate hardship or prevent additional debt. In considering waiving or reducing the notice period, a manager will take into consideration any tenancy breaches, the severity of the breaches and the extent to which the tenant has worked with us to address the breaches.

16 MOVING OUT INCENTIVE

- 16.1 We offer a financial incentive to tenants surrendering their tenancy as part of our commitment to re-letting our homes as quickly as possible.
- 16.2 We will pay a vacating tenant €250 where they leave the property in turn key condition and where there are no tenancy breaches.
- 16.3 The incentive may be used to pay off / part pay off any outstanding debts owed to CDHA.
- 16.4 The incentive will be paid after the tenant has vacated the property and upon a maintenance inspection being carried out.

17 TENANCY AUDITS

- 17.1 We carry out a programme of tenancy audits where we aim to visit each tenant at least once every two years.
- 17.2 Often, we see tenants more frequently than this, but we know that there is a small number of tenants who we do not see in the normal course of our daily activities. This usually applies to tenants who are not in rent arrears and have not needed

to report repairs, but lack of contact can also reflect a tenant not coping with their home or that the property has been abandoned. On rare occasions it may also mean that the tenant has died.

17.3 The purpose of a tenancy audit is to:

- Check that the lawful tenant is living in the property
- Identify where a tenant is not thriving in their tenancy and offer support
- Carry out a property inspection, including checking for compliance with the Housing (Standards for Rented Houses) Regulations 2017 and the tenancy agreement.

17.4 In addition to formal tenancy audits, we will also make contact with any tenant with whom we have had no contact for 3 months.

18 ABANDONED PROPERTIES

18.1 We will deal promptly with reports of abandoned properties so as to ensure the most effective use of social homes. Where we believe a property to be abandoned, we will carry out initial investigations before serving a 28-day notice and then a Notice of Termination.

19 MANAGING AND ENFORCING TENANCY CONDITIONS

19.1 When a tenancy breach is reported or identified, we will try to agree with the responsible tenant any action they need to take to put things right and try to establish whether the tenancy breach is a consequence of them requiring additional support.

19.2 Where a tenant fails to engage with us about the problem or fails to address the tenancy breach, we will decide on appropriate action to try and enforce the tenancy conditions. This will include one or more of the following:

- Referral to a relevant support agency
- Recommend to the local authority that any transfer application is suspended until the breach is remedied
- Issue a warning. Warnings will escalate from a verbal to written, including a RTB 28-day warning
- Withdrawing permission, for example to keep a pet or run a business from home where it is causing nuisance to other tenants or damaging CDHA property
- Serving a Notice of Termination to bring the tenancy to an end or working with local authority partners to take enforcement action.

20 REGISTERING TENANCIES WITH THE RESIDENTIAL TENANCIES BOARD (RTB)

- 20.1 In line with RTB requirements, we will register all new tenancies with the RTB within one month of the tenancy starting.
- 20.2 We will manage registration renewals promptly and at the frequency set by the RTB.

21 EQUALITY, DIVERSITY & INCLUSION

- 21.1 Cill Dara Housing Association aims to ensure that equality, fairness, dignity, and respect are central to the way we work and how we treat our customers. We support diversity and uphold equal opportunities in all areas of our work as an employer and service provider.
- 21.2 With reference to the Equal Status Acts 2000-2018 and Employment Equality Acts 1998–2015 Cill Dara Housing Association will not discriminate against tenants, staff, visitors, suppliers or others based gender, marital status, family status, age, disability, sexual orientation, race, religion, and membership of the Traveler community. In addition, the Equal Status Acts 2000-2018 prohibit discrimination in the provision of accommodation services against people who are in receipt of rent supplement, housing assistance, or social welfare payments.

22 DATA PROTECTION AND CONFIDENTIALITY

- 22.1 This policy will be operated in line with our Data Protection Policy.

23 COMPLAINTS

- 23.1 We aim to provide excellent services but recognise that we do not always get things right. We have a Complaints, Compliments and Comments Policy which we use actively to address service failures and to inform service improvements.

24 COMPLIANCE

- 24.1 We have developed this policy and associated procedures with due regard to Regulatory requirements and key legislation.
- 24.2 As an Approved Housing Body, we work hard to ensure that we are fully compliant with the requirements of the Approved Housing Bodies Regulatory Authority. The current Regulatory Standard that applies to this policy is the Performance Standard.
- 24.3 Key legislation relating to this policy is as follows:
 - **Residential Tenancies (Amendment) Act 2021: Tenancies of unlimited duration**
 - Amendment regarding changes in tenancies Transitional measures are

provided in the 2021 Amendment Act in relation to the conversion of existing tenancies to tenancies of unlimited duration over time (section 5 of the 2021 Amendment Act).

- **Planning and Development (Housing) and Residential Tenancies act 2016:Part 3, Section 37**
 - Extended the period of a part 4 tenancy from 4 years to 6 years. This applies to all tenancies created from 24 December 2016.
- **Residential Tenancies Act 2004: Part 2, Chapter 1, Section 12**
 - Provisions regarding landlord's obligations
- **Residential Tenancies Act 2004: PART 2, Chapter 2, Section 16**
 - Provisions regarding tenant's obligations

25 LINKED POLICIES, PROCEDURES AND GUIDANCE

25.1 The following CDHA strategies, policies, procedures and guidance that relate to this policy are as follows:

- Estate management Policy
- Allocations and Lettings Policy
- Repairs and Maintenance Policy
- Anti-social Behaviour Policy
- Rent Income Collection and Arrears Management Policy

26 RESPONSIBILITIES

26.1 All relevant employees have a responsibility to ensure that this policy is applied as intended. Including, but not exclusively:

- Reporting any areas of concern or non-compliance to their manager.
- Keeping accurate records.
- Attend training to ensure they have the required knowledge and skills to deliver the service.

26.2 Board will ensure that:

- Cill Dara Housing Association has an overview of this policy and reviews it in a timely manner to assess its effectiveness and appropriateness.
- Cill Dara Housing Association has the necessary arrangements and resources to implement and monitor operational effectiveness.

26.3 Managers will ensure that:

- This policy is implemented through agreed operational procedures, monitored and reported.
- Resources are deployed and monitored effectively.

27 POLICY REVIEW

27.1 This policy will be reviewed at least every three years or earlier to take into account changes in legislation, regulation, service improvements and related initiatives.