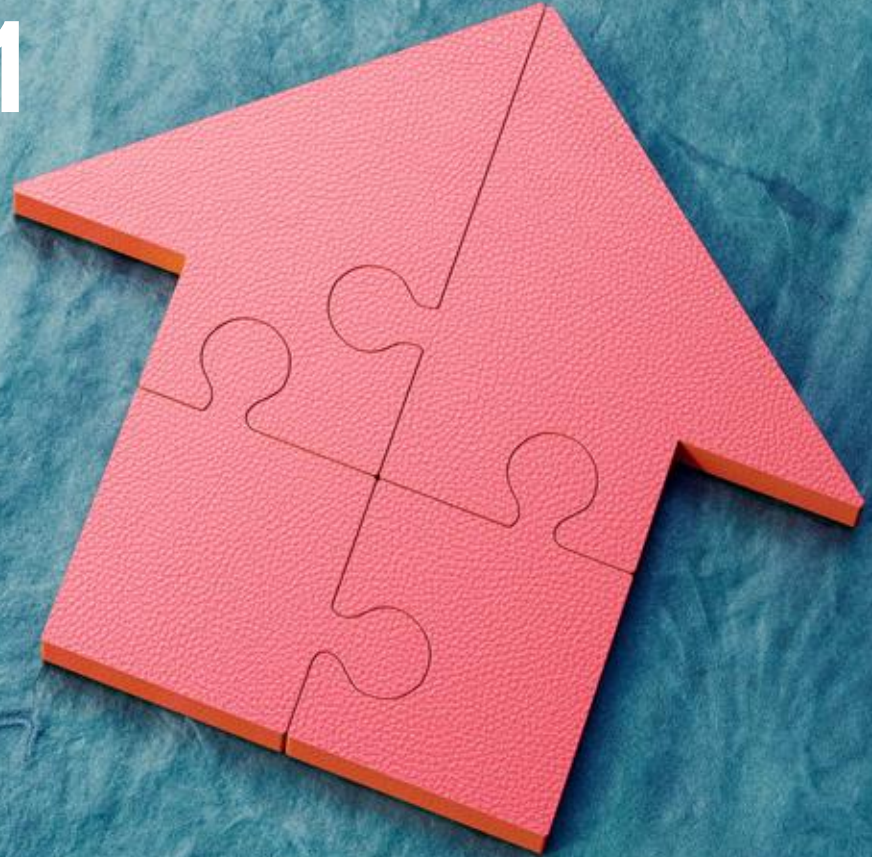




Tenancy Management Policy 2021



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1. INTRODUCTION

The Localism Act 2011 requires the Council to produce and publish a tenancy strategy indicating the approach the Council would like Registered Providers of Social Housing (RPSH) with accommodation in their area to take when preparing their Tenancy Policies and implementing the tenure reforms included in the Localism Act. All social housing landlords are also required to publish a clear and accessible tenancy management policy which has regard to the content as set out in the Tenancy Strategy. This includes:

- the types of tenancy granted
- how a person's circumstance will be considered when deciding the type of tenancy to grant
- the length of time a tenancy will be granted for; and
- how tenancies will be managed towards the end including the offer of a new tenancy

The tenancy management policy must also take into account the consumer standards as outlined by the Regulator for Social Housing which require social housing landlords to address the management of mutual exchanges and successions within their tenancy management policy.

The purpose of this policy is to ensure current and future Council tenancies are managed consistently and supports the Council's vision for Dover residents who are renting to have a clear

understanding of their tenancy, their rights and the level of security their tenancy offers them.

This document is written from the council's perspective as a Stock owning landlord and applies to Dover District Council tenancies only. RPSH should refer to the Tenancy Strategy which outlines the Council's expectations of them in the preparation of their own tenancy management policies.

2. POLICY AIMS

The aims of this policy are:

- to meet the requirements of the Regulator of Social Housing, Tenancy Standard
- to deliver the objectives and aims of the Tenancy Strategy 2021 - 2026
- to clearly outline the types of tenancies offered by the Council and what could lead to a change in tenancy type e.g. demotion
- to ensure tenants understand their rights and responsibilities
- to support the Council's policy on tackling Anti-Social Behaviour

3. RELATED DOCUMENTS

This document should be read alongside the Council's Tenancy Strategy, Allocations Policy, Homelessness and Rough Sleeper Strategy 2020-2024, the Housing Service Neighbour Nuisance and Anti-Social Behaviour policy, and the Dover District Local Plan which sets out a clear commitment to make Dover District a great place to live and work, where people feel that they have opportunities to change their lives for the better.

4. TYPES OF TENANCY

4.1 FLEXIBLE TENANCIES

Section 154 of the Localism Act 2011 gives local authorities the power to offer new social tenants flexible tenancies for a certain term (i.e. fixed term tenancies). A fixed term tenancy is a secure tenancy normally for a period of 5 years but for no less than 2 years in certain circumstances where this is permitted. These tenancies are either renewed for a further fixed term or ended after the tenancy period depending on the tenant's circumstances when reviewed.

Since May 2014 Dover District Council has offered new tenants, an introductory tenancy followed by a 5-year fixed term tenancy. The revised Dover District Council Tenancy Strategy 2021 – 2026 takes

into account changes in the use of this type of tenancy at both a national and local level and recommends instead that RPSH operating in the area offer their tenants the most secure type of tenancy depending on the individual circumstance of the family.

Upon adoption of the Tenancy Strategy 2021 – 2026 and the Tenancy Management Policy existing Dover District Council tenants who have a fixed term tenancy and have not breached the terms of it will be invited to use the break clause in their current flexible tenancy agreements and be reoffered a secure lifetime tenancy or continue until the end of their fixed term and then be offered a secure lifetime tenancy. Those who are in breach of their tenancy conditions will retain their fixed term tenancy until the breach is remedied.

4.2 INTRODUCTORY TENANCIES

Section 124 of the Housing Act 1996 made introductory tenancies available for local authorities. They can be used only where a secure tenancy would usually exist and once introduced must be used for all new tenants except where set out below.

The Council believes that introductory tenancies are an effective tool that can be used as part of a comprehensive strategy to deal with anti-social behaviour.

All new tenants will be granted an introductory tenancy for a period of 12 months. This 'trial' period allows tenants to demonstrate that they can sustain a tenancy and comply with the terms of the tenancy agreement. Tenants on an introductory tenancy do not have the same rights as tenants on secure or fixed term tenancies.

Introductory tenants:

- Cannot make major improvements to the property
- Cannot swap properties with another council tenant; and
- Cannot apply to buy their property through the Right to Buy scheme

Upon completion of the trial period the Council will grant the tenant a secure tenancy which includes the rights as listed in 4.3, unless:

- The tenant has broken the tenancy agreement and the Council has started action to evict the tenant; or
- The Council has given notice of extension to extend the introductory period for a further 6 months

Introductory tenancies will not be used where:

- Someone is a secure tenant of a local authority immediately before the offer of accommodation (not necessarily the same local authority) or a secure or assured tenant of a housing association; or
- Where a secure tenancy is being assigned, including by way of a mutual exchange.

The use of introductory tenancies will help the Council achieve the following:

- Deter new tenants from behaving anti-socially or criminally
- Reduce Anti-social Behaviour and nuisance behaviour among new tenants
- Encourage community stability and cohesion
- Reduce the impact of residents who behave anti-socially
- Enable early action for any serious breach of the tenancy agreement
- Encourage regular payment of rent

4.3 SECURE TENANCIES

A secure tenancy is a lifetime tenancy meaning it cannot expire and can only be brought to an end if the tenant breaches their tenancy conditions or in circumstances specified in the Housing Act 1985. The Council will grant a secure tenancy if (immediately before the tenancy began) the applicant was:

- A secure tenant
- An assured tenant (not an assured short hold tenant) of social housing where the landlord is a registered social landlord; or
- An introductory tenant who has successfully completed their trial period

- Existing Secure Tenants who need to move or have recently moved from their social home to escape domestic abuse.

A secure tenancy gives the tenant security of tenure and the following statutory rights:

- Right to buy their home (this does not include sheltered or extra care housing)
- Repair their home if we fail to do so
- Make improvements or alterations to their home (subject to permission)
- Have lodgers or sublet part of the property (subject to permission)
- Exchange homes with another tenant via mutual exchange
- In some circumstances pass on their tenancy when they die

A person under the age of 18 years cannot hold a legal tenancy. In cases of minors seeking tenancies, the Council will require another member of the minor's family or another trusted adult to hold the tenancy in trust for the minor's benefit until they reach 18 when the tenancy will pass to them.

4.4 DEMOTED TENANCIES

A demoted tenancy presents the Council with an alternative to suspended possession proceedings in the case of anti-social behaviour. The tenant of a demoted tenancy does not lose their

home but has less security and fewer rights. It is broadly like an introductory tenancy.

The Council will serve a four-week notice of its intention to seek to demote a tenancy for 12 months where the tenant, or someone living with or visiting the tenant has:

- Engaged or threatened to engage in antisocial behaviour; or
- Used or threatened to use the property for an unlawful purpose

The Council will apply for a court order to provide authorisation of the demoted tenancy.

If the tenant has complied with the court order at the end of the 12-month period, their tenancy will revert to a secure tenancy. If the tenant has not complied with the order, the Council will:

- serve a four-week notice with decision to seek possession of the property; and
- obtain a possession order to evict the demoted tenant.

A demoted tenant will have the opportunity to appeal the decision to seek to evict and the Council will review the decision if requested. If the outcome review upholds the decision to seek possession of the property, the Council can apply to the Court for a possession order and end the demoted tenancy. If the review finds the Council

should not uphold the decision to seek possession, the tenancy will revert to a secure tenancy.

The Council will not demote a tenancy more than once. If a tenant whose tenancy has previously been demoted has reverted to a secure tenancy, then reoffends, the Council will take steps to end the tenancy.

4.5 NON-SECURE TENANCIES

These are tenancies usually given to people who are being housed temporarily under the Council's homelessness duties. They are generally used for interim accommodation pending a full review of the household's circumstances.

4.6 TEMPORARY ACCOMMODATION TO ALLOW MAJOR WORK TO TAKE PLACE

If a Council home requires major works, for example because of a serious fire, a decant to a temporary accommodation will be offered if the Council considers it unsafe for a household to remain at home during the work. The tenant(s) will be offered a licence agreement for the duration of the works.

When works are completed, the tenant(s) will be served with Notice to end the Licence agreement, return to their Council home, and continue their secure tenancy.

5. SOLE AND JOINT TENANCIES

The Council offers both sole and joint tenancies to new households moving into a new Council home. This is subject to eligibility.

5.1 SOLE TENANCY

A sole tenancy is where one member of the household signs the tenancy and is responsible for ensuring the household fulfils the responsibilities set out within the tenancy agreement. Where there is a breach of tenancy, the sole tenant is accountable, even if a member of their household or guest is responsible.

5.2 JOINT TENANCY

A Joint Tenancy is where more than one persons has responsibility for meeting the requirements of the tenancy agreement. Each tenant is entitled to stay in the home until the end of the tenancy and have equal rights to the tenancy.

The Council will offer joint tenancies to a maximum of two people. The tenancies listed in section 2 could be granted on a joint tenancy basis in the following circumstances:

- the proposed joint tenants are both eligible for housing as defined by legislation and
- where the proposed joint tenants are married or civil partners or

- where the proposed joint tenants live together, and the relationship is an 'established' one i.e. evidence is produced showing they have lived together for at least 12 months prior to the joint tenancy application

5.3 CONVERTING A SOLE TENANCY TO A JOINT TENANCY

Requests from existing sole tenants that a joint tenancy be granted to them and another person, are considered on a case-by-case basis at the council's discretion. These requests are granted very rarely to minimise the risk of tenancy fraud.

Any applications for a sole tenancy to be converted to a joint tenancy will be refused under the following circumstances:

- The household cannot provide proof of marriage or civil partnership, or of joint residency for at least 12 months prior to the application
- There is outstanding action against the household for a breach of tenancy
- There are outstanding rent arrears
- There is a history of tenancy breaches
- The tenancy has been demoted
- The applicant is already named on another a tenancy
- The tenancy has already been assigned to the sole tenant
- The tenancy has been succeeded to by the sole tenant

5.4 CONVERTING A JOINT TENANCY TO A SOLE TENANCY

In some situations, a household may wish to convert their joint tenancy to a sole tenancy.

The Council will check whether this is lawfully possible under section 91 of the Housing Act 1985. If a request to convert a joint tenancy to a sole tenancy is agreed by the Council the tenant who wishes to remove themselves from the tenancy will be required to complete a Deed of Assignment.

Where an assignment cannot be agreed between joint tenants, those who are married or in a civil partnership can apply to the Family Court to transfer the tenancy.

The Council must be notified if one of the joint tenants moves out of the home. If after 24 months both joint tenants have not resolved their tenancy situation, or the absent tenant has not made contact, the remaining tenant can apply to the Council for a new replacement sole tenancy.

Converting a joint tenancy to a sole tenancy is subject to:

- No applications have been made to transfer the tenancy via Assignment or Court Order
- There are no outstanding breaches against the tenancy (this will not apply where the absent tenant was sole cause of antisocial behaviour)
- There are no outstanding rent arrears

- The home being specifically adapted for the **withdrawing/absent tenant** (in this case an alternative home may be offered)
- The home being of a suitable size to meet the needs of the remaining tenant (in this case an alternative smaller property may be offered)

If a request to convert a joint tenancy to a sole tenancy is agreed by the Council and cannot be achieved through assignment of the tenancy (see section 7 below for further details) the remaining tenant will be asked to serve a termination notice. The Council will then issue a replacement tenancy.

Prior to issuing a replacement tenancy, the Council will write to the absent tenant giving 14 days' notice to object and provide evidence as to why the tenancy should not be replaced.

6. ENDING A TENANCY

6.1 WHERE THE TENANT WISHES TO END THE TENANCY

Tenants may decide to end their tenancy at any time. To terminate a tenancy the tenant must give the Council 4 full weeks' notice in writing, starting from a Monday. A termination notice can be:

- Sent in an email to housing@dover.gov.uk

- In writing to: Housing Team, White Cliffs Business Park, Dover CT16 3PJ; or
- The tenant or the person with Power of Attorney (proof of this status is required) must sign and return our Tenancy Termination Notice.

Once the Council receives the Tenancy Termination Notice, this starts the four-week notice period for the tenancy ending. All tenancies will end on a Monday.

Up until the end date, tenants will be responsible for paying rent. If a tenant requires to vacate the property earlier than the 4-week notice period, they must advise the Council that they intend to do this. The tenant will not be allowed to enter the property after this date.

When leaving all tenants must give 'vacant possession', which means that, the tenant must:

- leave the property in a clean condition and in a good state of repair and decoration
- clear all their belongings, furniture, items in the loft, gardens and outbuildings and all rubbish; and
- leave with no people or pets still living in the property

If a tenant does not leave the property clean and clear, they will be charged for the cost of cleaning and clearing out the property.

6.2 WHERE THE COUNCIL WISHES TO END THE TENANCY

The Council will seek to support tenants and help them maintain their tenancies but will take action to end tenancies in circumstances where:

- the tenant has breached their tenancy conditions
- the tenancy is for a property which the Council needs possession of so that a redevelopment or regeneration scheme can proceed; or
- the tenancy has been obtained fraudulently

If the Council ends a tenancy because of a tenancy breach the tenant will be referred to the Housing Options team.

6.2.1 COUNCIL TERMINATION OF AN INTRODUCTORY TENANCY

Where the tenancy is an introductory tenancy, regular reviews of the tenancy will take place in the 12-month introductory period.

If a tenant fails to pass the 12-month introductory tenancy and or a subsequent 6 months extension period, the Council may seek possession through service of notice under section 127 Housing Act 1996 at any time. In these circumstances tenants will be offered the right to review.

6.2.2 COUNCIL TERMINATION OF A SECURE TENANCY

The Council may terminate a secure tenancy by seeking possession under the grounds set out in Schedule 2 of the Housing Act 1985. The Council will seek a possession order from the Court if a tenant or household do not leave the property when the notice expires. This includes mandatory grounds for possession for anti-social behaviour in section 84A Housing Act 1985.

6.3 DEATH OF A TENANT

In the unfortunate event of a death of a tenant, the tenancy can be transferred to an eligible family member. This is known as succession (see section 9). If there is no eligible family member to succeed the tenancy the Council will end the tenancy by serving a notice formally ending the tenancy.

7. ASSIGNMENT

In some cases, the Court will order the assignment of a tenancy between joint tenants. In these cases, copies of the relevant Court order will be requested.

Secure tenants may also have the right to assign their tenancy with the agreement of their landlord where:

- A succession to the tenancy has not previously taken place

- An assignment of the tenancy (other than as a consequence of mutual exchange or by Court order) has not previously taken place and
- The proposed assignee would be eligible for housing under the council's Housing Allocation Scheme and eligible to succeed to the tenancy on the death of the tenant

Tenancy assignments use up the right of succession and a tenancy can only be succeeded once, someone who was granted their tenancy as a succession cannot carry out an assignment.

8. SUCCESSION

When a secure tenant dies, another family member may be entitled to inherit their tenancy. This is known in legal terms as a Succession. There can only ever be one succession to a council tenancy.

Under section 86A of the Housing Act 1985, a tenancy that started before 1 April 2012 can be succeeded by the following family members:

- husband/wife
- civil partner
- unmarried heterosexual partner
- same-sex partner
- grandfather/grandmother
- father/mother

- brother/sister
- uncle/aunt
- nephew/niece
- son/daughter
- stepson/stepdaughter
- adopted child
- Grandson/granddaughter

Where the successor is under 18 years of age a trustee will need to be agreed to hold the tenancy in trust for them until their 18 birthday.

For secure council tenancies created after 1 April 2012, there is no right for a family member to succeed, unless the tenancy agreement allows it. In normal circumstances, the following members can succeed a tenancy after 1 April 2012:

- Husband/wife
- Civil partner (registered under the Civil Partnership Act 2004)
- Co habiting partner

To succeed a tenancy, the Council will check:

- The date the tenancy started
- If the individual is one of the persons listed above

- Whether the deceased was using the home as their main or principal home up until the date of death for at least 12 consecutive months.
- The successor was also living at the home during this period whilst married, in a civil partnership or co habiting

The Council will not agree to a succession in the following situations:

- If the applicant is unable to prove that they are a family member or that they live/had lived at the address.
- If a tenancy has already been succeeded as it cannot be succeeded again. This also applies if there has been an assignment of the tenancy.

Eligible successors to a council tenancy will have the same type of tenancy as the person who died. For example, if they had an introductory or a demoted tenancy, it will remain introductory or demoted until the full trial or demotion period has passed.

In cases where the successor is a close family member (described above) and the property they are occupying is considered too large or unsuitable the Council will offer a tenancy of a suitable alternative property to the successor.

The Localism Act 2011 changed the legal entitlement to succeed to a tenancy created after 1 April 2012 (limiting the legal right of succession to a spouse, civil partner or co habiting partner only thereby excluding other close relatives living with the tenant at the

time of their death) and the Council recognises the possibility that this change could result in more households becoming homeless and seeking assistance with re housing. The Council therefore reserves the right to use its discretion and put in place measures to mitigate this. As fixed term flexible tenancies are no longer used by the Council our discretion may include, for example, granting an introductory to lifetime tenancy where the property is of an appropriate size, or treating the household as potentially homeless and granting a non secure tenancy pending the household moving to suitable alternative accommodation. The Council will consider each case on its own merits.

9. MUTUAL EXCHANGES

Mutual exchange is the process through which secure and assured tenants can assign their tenancy to another secure or assured tenant. Flexible tenants may also apply to exchange homes in this way and there are special provisions in place when flexible tenants wish to exchange homes with a secure tenant with a tenancy that came into effect prior to 1 April 2012.

Secure or assured tenants whose tenancy commenced before 1 April 2012 wishing to exchange properties with a tenant holding a flexible or fixed term tenancy are entitled to have their exchange (if approved) achieved by surrender and re-grant of new tenancies.

The Council encourages the use of mutual exchange for tenants who wish to downsize, upsize, or who want to change their location as an alternative to a transfer even if they are not obliged to do so.

The council will ensure that tenants who decide to mutually exchange are aware of any implications to their tenancy, such as:

- Any changes to their Secure or Assured status
- Any change in rent level between Social Rent and Affordable Rent; and
- Any gain or loss of the Right to Buy

Tenants should use the website HomeSwapper to advertise their property. Once an exchange has been agreed between both tenants an application form must be completed on HomeSwapper.

Once the Council has received the application form, the Council will:

- process the application
- carry out an inspection of the applicant's current property; and
- ask the tenant to sign a letter confirming acceptance of the new property and its current condition.

If the tenant is moving to a home owned by another landlord, the Council will provide a tenant reference and request a reference for the incoming tenant.

Only once the Council has agreed to the exchange may this happen. An exchange must not happen if the tenant has not received written permission from the Council.

If the Council refuses an application the reasons for the refusal will be provided in writing to the applicant. Examples of when an application for mutual exchange may be rejected or only conditionally approved include situations where:

- It would result in a Council home being under-occupied or overcrowded
- There are outstanding rent arrears that need to be cleared before the exchange can progress; or
- The Council is in the process of taking action legal action for breach of tenancy against the tenant or action under other grounds of the Housing Act 1985.

10. USE OF THE PRIVATE RENTED SECTOR

Dover District Council continues to have a duty to house homeless people who are eligible for such assistance under related legislation, in priority need and unintentionally homeless. The Localism Act allows local authorities meet their homelessness duty by providing good quality private rented homes. The Council will seek to ensure that any offer of private rented housing is appropriate to the needs

of the household and the minimum length of any tenancy will be 12 months.

11. MONITORING AND REVIEWING TENANCIES

11.1 MONITORING INTRODUCTORY AND DEMOTED TENANCIES

All new Council tenancies will be introductory tenancies. The tenant will be monitored throughout the 12-month introductory or demoted tenancy.

Housing Officers will contact and visit introductory tenants throughout this 12-month period, specifically at 6 weeks, 3 months, 6 months, and 9 months. At 9 months Housing Officers will complete a formal introductory tenancy review and assess whether the tenancy should be allowed to continue, extended, or terminated. This decision will take into account:

- whether a tenant has paid their rent in full and on time
- whether there have been reports of anti-social behaviour

During visits to the home, officers will also assess how the property is being treated and if there is any malicious damage. Such cases will be treated as a serious tenancy breach and the tenant(s) will be charged for any repairs or maintenance carried out.

Tenants will be informed in writing of the outcome of review. If the Tenants disagrees with the recommendation, they have the right to appeal.

11.2 MONITORING SECURE TENANCIES

To monitor secure tenancies, the Council will undertake a programme of tenancy audits. Additionally, it will monitor contact reports from other residents flagging concerns with a tenant(s).

The Council can audit a Council home at any point. Tenants will be notified at least 24 hours in advance of a tenancy audit-taking place. The purpose of a tenancy audit is to ensure the Councils records are accurate. During these audits, officers will be looking for the following:

- Changes to the household
- Identify households who may require support or an intervention e.g. hoarders
- Ensure the home has not been damaged or altered without permission
- Ensure pets are not being kept without permission
- Update tenancy records

All of Council homes will be audited at least once over a 5-year period. Issues or concerns identified in an audit may be visited more than once. The Council can carry out an unannounced tenancy audit, in response to:

- Alleged damage to the property or significant disrepair
- Safeguarding concerns for the tenant; or
- Suspected tenancy fraud.

In addition to the tenancy audits, tenants can update information about themselves and members of their household by contacting the Housing Management team. This includes listing who lives in the home or whether a member of the household has a disability.

12. TENANCY SUSTAINMENT

The Council will provide several support mechanisms for its tenants to enable them to sustain their tenancies. These include:

- A new tenancy visit or phone call conducted within 6 weeks of the tenancy start date to ensure that all new tenants are receiving the support they need
- Further structured home visits where necessary during the first 12 months of the tenancy at 3, 6 and 9 months to assess the conduct of the tenancy and if there are any additional support needs that are not currently being met
- Regular tenancy audits to update our tenant profile information and ensure properties are being maintained.
- Update and regularly review web services to ensure that there is clear, concise and easily accessible information for Council tenants on the points raised in this policy.

- A comprehensive needs assessment for those requiring supported housing pre-tenancy offer, at tenancy commencement and via on-going support where appropriate
- Provision of information and services that go beyond the normal role of the landlord e.g. signposting for debt and welfare benefit advice, financial inclusion information, affordable warmth information and assistance to gain and maintain employment and training opportunities
- Developing constructive partnerships with agencies that can assist with the provision of, support and services to vulnerable residents, in particular:
 - Social Services
 - Citizens Advice Bureau - Shelter
 - Kent County Council Supporting People team
 - Probation
 - NHS Trusts
- Providing training for our staff that equips them with the knowledge of support services available from other agencies and know how to access them

13. TENANT INCENTIVE SCHEME

The council is committed to ensuring that homes are made available to those who need them. The Council will continue to operate a Tenant Incentive Scheme as a way to encourage older households to

move from family sized homes to smaller ones and free up larger homes for those who need them.

The Council will provide a grant for the voluntary move and for each room given up. This will be paid following the move and is provided to assist with removal costs and other related expenses.

Any debt owed to the Council will be recovered from this grant.

14. TACKLING TENANCY FRAUD

DDC will investigate fully all reports of suspected tenancy fraud using all the enforcement tools available including civil and criminal remedies and the repossession of the property where the tenancy fraud is proven. The Council will actively pursue any potential tenancy fraud in cases including:

- Sub-letting without permission from DDC
- Unauthorised assignment (including by mutual exchange)
- Wrongly claimed succession
- Right to buy fraud
- Obtaining a tenancy by false statement or knowingly withholding relevant information; and
- Not using the property as an only or principal home

In the case of successful criminal or civil action, the Council may actively publicise the result in order to deter further tenancy fraud.

15. TACKLING ANTI-SOCIAL BEHAVIOUR

The Council is committed to taking positive action in conjunction with our partners, to deal with all forms of anti-social behaviour to ensure that residents are able to enjoy peace, quiet and security in and around their homes, whilst remaining tolerant of the reasonable behaviour of others.

Examples of Anti-social behaviour includes but not confined to:

- Drunken or threatening behaviour
- Physical violence
- Violence against women and girls
- Hate related incidents
- Vandalism, graffiti, and damage to property
- Noise
- Misuse of communal areas/public space loitering
- Verbal abuse/harassment/intimidation – to staff, contractors, tenants or any other member of the community
- Litter/rubbish/fly-tipping
- Pet and animal nuisance
- Nuisance from vehicles
- Garden nuisance

The Council will work proactively in tackling anti-social behaviour in the interests of individual residents and communities, recognising

that such actions have a direct impact on the sustainability of communities and neighbourhoods.

16. EQUALITY AND DIVERSITY

This policy supports the Council's commitment to championing equality and ensuring procedures are in place, so all residents are treated fairly and without unlawful discrimination in line with the Equality Act 2010.

A full Equality Impact Assessment has been completed and has identified that there is no negative impact to protected characteristics with the implementation of this policy.