

HOUSING MANAGEMENT POLICY

Current Version:	0.2	Date of Update:	March 2025
Updated by:	Operations Team		
SLT Policy Owner:	Director of Operations	Policy Group:	Operations
Last Full Review:	September 2024	Next Review Due:	September 2027
Policy Implemented:		31 st March 2025	
Replaces previous policies:		n/a	
If you have any queries in relation to this policy, please speak to your line manager.			

Please Note: This is a controlled document. Always use the current version on INsite. Do not save or print copies, as they may be outdated.

HOUSING MANAGEMENT POLICY

1. Introduction and Scope

- 1.1 This Housing Policy applies to all properties owned or managed within Inspire North. This ensures the same policy principles, regulatory standards, including Ofsted, where applicable, and relevant operational processes are applied consistently to the management of all properties.
- 1.2 The only exception to this will be when any property is managed and operated under Care Quality Commission (CQC) regulations.
- 1.3 Inspire North provides housing with and without support. All our supported accommodation is provided as short-term housing for people aged 16 years and over who would otherwise find themselves homeless, except where specifically stated. This policy covers the management of residential tenancies and licence agreements, and the legal relationship between Inspire North and their tenants and licensees.
- 1.4 Tenancy and licence management is based upon these key principles:
 - 1.4.1 compliance with requirements set out in the regulatory framework for social housing in England.
 - 1.4.2 compliance with statutory and contractual duties to tenants and licensees set out in relevant legislation; and
 - 1.4.3 adoption of best practice.
- 1.5 For the purposes of this document, where the term 'client' is used it refers to both tenants and licensees.

2. Overarching Policy Statement

We aim:

- 2.1 To provide homes where people feel safe and secure and that meet all legal requirements and safety standards.
- 2.2 To prevent homelessness, where we can, and seek to address the reasons of homelessness.
- 2.3 For Trauma Informed Support will underpin our approach and develop psychologically safe environments for our clients.
- 2.4 To ensure financial viability through robust income and expenditure processes.
- 2.5 To include clients wherever possible in activities that influence the delivery of our housing services.

- 2.6 At Inspire North we recognise that domestic abuse is a critical factor when considering housing needs. We are committed to providing safe, secure, and supportive housing options for individuals affected by domestic abuse. We strive to adhere to the Domestic Act 2021 [Domestic Abuse Act: Factsheet – Home Office in the media \(blog.gov.uk\)](#) and ensure that we provide victims of domestic abuse safe accommodation.

3. Our Approach

- 3.1 We will offer an informative, flexible and responsive service to provide our clients with safe and secure housing, and a good quality environment in which to live.
- 3.2 We will balance this approach as necessary by ensuring that the interests of Inspire North are also protected.
- 3.3 We are committed to ensuring that every resource is used efficiently to provide the best possible outcomes for our tenants and the wider community. Our approach to value for money focuses on delivering high-quality accommodation while maximising the social, economic, and environmental impact of our operations.

4. Allocations

- 4.1 Allocation of accommodation is managed in an open, fair and transparent process which adheres to the Equalities Act 2010 and the Regulator of Social Housing (RSH) Tenancy Consumer Standard 2024.
- 4.2 We will:
- 4.2.1 Treat all potential clients equitably and provide them with accurate and timely information.
 - 4.2.2 Make effective use of our housing stock to achieve a balance between provision of accommodation to people in greatest need and the stability of our neighbourhoods.
 - 4.2.3 Build in flexibility to the process ensuring client needs are met and our employees are empowered to act promptly where necessary.
 - 4.2.4 Work collaboratively with partners and stakeholders wherever possible, including local authorities and other accommodation providers.
 - 4.2.5 Ensure the allocations process is operated efficiently, keeping void properties to a minimum, to maximise income and fulfil the contractual requirements for individual services.
 - 4.2.6 Record all lettings as required by the Continuous Recording of Lettings (CORE) system
 - 4.2.7 Collect and collate diversity data to monitor fair access.

5. Vulnerable Clients

- 5.1 We aim to safeguard vulnerable clients from discrimination, harassment, and abuse and work within the Regulator of Social Housing Transparency, Influence and Accountability and Tenancy Consumer Standards 2024.
- 5.2 We define vulnerable adults as an adult who is:
 - 5.2.1 aged 18 years or more, and
 - 5.2.2 has needs for care and support (whether these are currently being met or not),
 - 5.2.3 is experiencing, or is at risk of, abuse or neglect,
 - 5.2.4 and because of those needs is unable to protect themselves against any abuse or neglect, or the risk of it.
- 5.3 We will:
 - 5.3.1 Provide housing to clients who are likely to need some level of support and many are likely to be considered as vulnerable.
 - 5.3.2 Provide a level of service to our vulnerable clients so they are not further disadvantaged as a result of their vulnerability.
 - 5.3.3 Employ practices which address all forms of discrimination, harassment and victimisation that can prevent clients having fair access and provision to our Housing Services.
 - 5.3.4 Equip and empower front line employees to identify adult and/or children at risk of abuse and take a proactive approach to safeguarding adults and children through prevention, intervention and enforcement processes.
 - 5.3.5 Provide safe, secure, and supportive housing for individuals affected by domestic abuse.

6. Rent Setting

- 6.1 We will set rents at a level consistent with other similar properties and provide value for money for our tenants and residents.
- 6.2 We will:
 - 6.2.1 Apply the policy to all 'low-cost rental' accommodation as defined by Section 69 of the Housing and Regeneration Act 2008
 - 6.2.2 Set Social Rents using the rent formula designed by the Government which is based on size, location, property value, and local income to ensure that similar rents are charged for similar properties.

- 6.2.3 Utilise the 10% rent flexibility for Supported Housing to recover the additional costs associated with providing this type of accommodation.
- 6.2.4 Use Affordable Rents where the correct conditions apply and where it will contribute to the development of more homes.
- 6.2.5 Agree with Homes England the correct rent type to charge for any newly developed or purchased property.
- 6.2.6 Ensure that properties that are moved between services are still compliant with the Rent Standard
- 6.2.7 Seek permission from the Regulator of Social Housing not to apply the Rent Standard where doing so would jeopardise the financial viability of the organisation.
- 6.2.8 Only increase rents once per year in April, and in line with the Government's Social Rent Settlement including properties where the Rent Standard does not apply.
- 6.2.9 Ensure rental income is spent wisely to provide good value for money for essential Housing services.
- 6.2.10 Service charges will be reviewed annually using available data sources to ensure they reflect actual costs.
- 6.2.11 Attempt to keep service charge increases in line with rents and have regard to Housing Benefit Regulations where there is a significant variation.
- 6.2.12 Provide tenants with a clear breakdown of rent and service charges and invite comments during annual rent setting.
- 6.2.13 Consult with tenants on any potential new services that will increase their weekly charge.

7. Rent Collection and Arrears Recovery

To maintain the financial viability of Inspire North we will:

- 7.1 Approach rent collection and arrears management firmly but fairly with a focus on early intervention and prevention.
- 7.2 Ensure clients understand their responsibilities and the importance of consistent rent payments.
- 7.3 Provide our clients with information and support to maximise their income by claiming entitlement to housing benefits or help with housing costs through Universal Credit as part of an effective support plan.
- 7.4 Prevent clients incurring debt which may cause them to lose their accommodation and affect their future ability to obtain accommodation.

- 7.5 Recover former rent arrears.
- 7.6 Report on levels of arrears as a key performance indicator both internally and externally to our partner agencies.

8. Void Management

To maximise income through timely lettings whilst minimising void repair costs and to ensure our accommodation meets all safety legislation and regulation.

We will:

- 8.1 Ensure the clients obligations are incorporated into our tenancy and licence agreements, including the requirement to:
 - 8.1.1 Give 4 weeks' notice.
 - 8.1.2 Give vacant possession.
 - 8.1.3 Return all keys on or before the expiry of notice period.
 - 8.1.4 Clear all rubbish and personal possessions.
 - 8.1.5 Leave the property, furniture, fixtures and fittings in a reasonable condition.
 - 8.1.6 Leave the garden (if applicable) in a tidy condition, free from rubbish.
 - 8.1.7 Leave the property secured.
- 8.2 Reserve the right to charge rent for any period of notice not given by the client.
- 8.3 Carry out a Pre-Termination Inspection within 5 days of notice being received and carry out a Void Inspection within 24 hours of the property becoming vacant.
- 8.4 Effectively and efficiently manage the process for any routine, non-routine or major repairs required in line with our Repairs and Maintenance process in line with the RSH Quality and Safety Consumer Standard 2024.
- 8.5 Support clients with applications for Housing Benefit /Universal Credit Overlap where applicable.
- 8.6 Ensure our void management, allocation and repairs processes are fully co-ordinated.
- 8.7 Set our targets for average re-let time as 10 days and no longer than the Notice Period stated in the lease for the handover of a void property belonging to another landlord.
- 8.8 Recharge clients for any damage to property caused by them resulting in repairs at the end of their tenancy/licence.
- 8.9 Before re-letting, ensure a lettable standard is met.

9. Repairs and Maintenance

- 9.1 To ensure properties owned or managed by Inspire North are safe, warm, secure and in a good state of repair while ensuring Value for Money.

We will:

- 9.1.1 Provide an effective, efficient and timely repairs service to keep our properties in good condition and to fulfil our legal obligations to our clients as outlined in our tenancy, licence and management agreements.
- 9.1.2 Comply with our legal obligations under the following legislation ensuring our owned or managed properties are fit for human habitation and free from statutory nuisance:
 - (a) Landlord and Tenant Act 1985
 - (b) Environmental Protection Act 1990
 - (c) Gas Safety (Installation and Use) Regulations 1998
 - (d) Health and Safety and the Health and Safety Rating System under Housing Act 2004
 - (e) Fire Safety Regulations under Housing Act 2004
 - (f) The Regulatory Reform (Fire Safety) Order 2005
 - (g) The Building Regulations 2010
 - (h) Social Housing (Regulation) Act 2023
- 9.1.3 Comply with the Regulator of Social Housing Consumer Standard 2024 for Quality of Accommodation, ensuring that:
 - (a) Tenants' homes meet the standard set out in section five of the Government's Decent Homes Guidance and continue to maintain their homes to at least this standard
 - (b) We meet the standards of design and quality that applied when the home was built, and were required as a condition of publicly funded financial assistance if these standards are higher than the Decent Homes Standard
 - (c) In agreeing a local offer, ensure that it is set at a level not less than these standards and have regard to section six of the Government's Decent Homes Guidance.
- 9.1.4 As a registered social landlord, for all properties we own, or those provided by a private landlord, we must ensure all properties meet the decent homes standards (DHS). This means that we will manage our stock in a manner that ensures no property will be left without a robust survey. If any remedial action is required as part of these checks, we must ensure

corrective action is taken as soon as possible. For any properties we manage on behalf of another registered social landlord i.e. Leeds Federated, it is their responsibility to conduct and ensure the property they lease to us meets the standards.

- 9.1.5 Ensure that prior to taking on any new property with a landlord it meets the Decent Homes Standard.
- 9.1.6 Comply with the Regulator of Social Housing Consumer Standards Quality and Safety Standard 2024 for repairs and maintenance by:
 - (a) Providing 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 first time.
 - (b) Meeting all applicable statutory requirements that provide for the health and safety of the occupants in their homes.
 - (c) Ensuring a prudent, planned approach to repairs and maintenance of homes and communal areas. This will demonstrate an appropriate balance of planned and responsive repairs, and value for money. The approach will include: responsive and cyclical repairs, planned and capital work, work on empty properties, and adaptations.
 - (d) Co-operating with relevant organisations to provide an adaptations service that meets tenants' needs
- 9.1.7 Ensure we monitor all required health and safety checks (referred to across Inspire North as 'periodics'), and take swift action if compliance is not 100% in all areas. For a list and description of all 14 periodics monitored, please see section the Housing Information Hub on INsite.

9.2 **Responsibilities of Parties involved**

We will set out the roles and responsibilities in respect of repairs and maintenance for our clients, Inspire North and third parties (i.e. private landlords, Registered Providers or any other housing provider) as follows:

9.2.1 **Properties owned by Inspire North**

Inspire North will be responsible for ALL repairs and maintenance work and will carry these out in accordance with the Repairs and Maintenance Procedure.

9.2.2 **Properties leased from Private landlords.**

- (a) Inspire North will have a lease in place for the property, specifying which party is responsible for carrying out repairs and maintenance both to individual property and any communal areas. A full list of what may typically be Inspire North's responsibility can be found in the Repairs and Maintenance Procedure on INsite.

- (b) Where Inspire North is not responsible for carrying out specific works, requests for works will still be recorded and tracked for customer service and quality monitoring purposes.

9.2.3 Properties managed on behalf of another registered social landlord

There will be a management agreement in place that should be adhered to and may vary between Registered Social Landlords (RSL's). Before carrying out any repairs, the management agreement must be checked.

9.3 Client Focus

We will:

- 9.3.1 Take a client focussed approach to our repairs service, listening to and involving our clients at every possible opportunity and minimising any disruption or inconvenience.
- 9.3.2 Discuss our repairs and maintenance process along with the tenancy or licence agreement with our clients at the point of sign up, making clear each parties responsibilities and providing a guide to repairs when the client moves in.
- 9.3.3 Make reasonable efforts to support clients to report a repair where they are tenants of other landlords where Inspire North has no property management responsibility (e.g. floating support or triage clients).
- 9.3.4 Individual responsibilities are detailed in Tenancy Agreements and where there is disregard for responsibilities that lead to damage or neglect, these will be recharged to tenants.

9.4 Prioritisation of Works

- 9.4.1 We will categorise every repair based on the type and severity of the issue reported. When receiving each repair request we will inform the client which category the repair falls into and when we expect the repair to be completed. If a pre-inspection is required in order to assess which category the repair falls into, we will communicate this to the client. Repair categories are provided below:

Category	Response Time	Typical Examples
Emergency	Visit the property to resolve or make safe within 24 hours	Severe leaks or flooding, leaks and plumbing issues causing loss of heating or hot water, toilet not flushing and no other toilet is available. Damp and Mould within a bedroom. Breaches of security, severe fire damage, total loss of power or water supply
Priority	Within 7 days (5 working days)	Partial loss of power or water supply, more minor leaks and plumbing issues

Routine	Within 28 days	Cracked glazing, remedial decoration, broken fence panels, repairs to furniture, flooring or internal doors
----------------	----------------	---

- 9.4.2 The above categories are a general policy guide and may be subject to change at our discretion based on individual circumstances of each report, property or client involved. For example, a repair which would normally be considered routine could become an emergency in some situations.
- 9.4.3 Where it is not possible to complete the repair within the timescales above, we will provide the client with reasons for any delay and a timescale for when the repair is expected to be completed.
- 9.4.4 We have implemented a procedure to ensure that tenants in supported accommodation have the right to request and receive timely repairs to maintain safe and habitable living conditions. This can be found on our Housing HUB page.

9.5 **Quality Assurance**

We will:

- 9.5.1 Operate the following Quality Assurance measures to ensure that repair and maintenance work is carried out efficiently, to a high standard and to the satisfaction of our clients.
- 9.5.2 All new contractors we engage will be vetted against our essential criteria and values and verified by a senior member of our team. All existing contractors will be reviewed against our essential criteria and values at least every 12 months, or after any adverse incident or complaint involving the contractor.
- 9.5.3 Pre-inspection repairs may be carried out in a range of circumstances as detailed in our Repairs and Maintenance Procedure.
- 9.5.4 Post-works inspections will be carried out for all works completed on a property prior to re-let, works costing over £500 or where any concerns are raised whilst works are being carried out.

9.6 **Planned Maintenance**

We will:

- 9.6.1 We will ensure, for properties owned by Inspire North, the overall condition and state of repair are monitored and any major improvement works required are undertaken at a local level and any minor maintenance and improvement works are undertaken either as these are reported or during a void property inspection.
- 9.6.2 We will ensure, for properties managed by Inspire North on behalf of another landlord that may be subject to cyclical planned maintenance

works, that we work closely with the third party to minimise disruption for our clients.

- 9.6.3 We will ensure monthly health and safety checks are undertaken on all properties. For policy information on cyclical maintenance (Portable Appliance Testing (PAT), Electrical Installation Certificates, Fire Detection Equipment testing, Gas Safety Checks etc.), please refer to the Health and Safety Policy.

10. Anti-Social Behaviour and Harassment

- 10.1 To ensure the right to live peaceful in their own homes without suffering disturbance or nuisance from any other persons. To prevent physical and psychological harm to tenants, residents, and the wider community. Reduce cases and resolve through timely and appropriate and proportionate interventions. Please note, this section works in conjunction with the Anti-Social Behaviour Policy and the Anti-Social Behaviour Procedure.
- 10.2 Include Anti-Social behaviour and Harassment clauses in our tenancy and licence agreements and fully explain these agreements to all of our new clients, ensuring they fully understand their obligations to adhere to them.
- 10.3 Act proportionately and would evict only where there all other measures have been exhausted.
- 10.4 Recognise that many cases of Anti- Social behaviour and Harassment begin as small incidents or disputes and will respond to these quickly before they become worse, acting reasonably and proportionately.
- 10.5 Apply appropriate measures available to us and as a general rule will start at the lowest point of our escalation scale set out in our process for dealing with Anti-Social behaviour and Harassment.
- 10.6 Take a victim-centred approach and provide adequate resolution support including providing a clear (single and named) point of contact, involving external agencies where necessary, particularly in the most serious of cases.
- 10.7 Protect our employees by providing full training, undertaking risk assessments and implementing appropriate lone working and joint visit arrangements.
- 10.8 We will recognise Hate Crime and encourage clients to disclose where they believe hateful behaviour towards them is a result of membership or presumed membership to any organisation with a Protected Characteristic as defined in the Equalities Act 2010.
- 10.9 Define Anti-Social behaviour in line with The Anti-Social Behaviour, Crime and Policing Act 2014 as:
- 10.9.1 Conduct that has caused, or is likely to cause, harassment, alarm or distress to any person.
- 10.9.2 Conduct capable of causing nuisance or annoyance to a person in relation to that person's occupation of residential premises.

- 10.9.3 Conduct capable of causing housing related nuisance or annoyance to any person.
- 10.10 Define Harassment in line with legislation as ‘Unwanted conduct related to a relevant protected characteristic, which has the purpose or effect of violating an individual’s dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual’.
- 10.11 We will have a Domestic Abuse Policy to ensure we know how to recognise and effectively respond to cases of domestic abuse.
- 11. Missing from Home**
- 11.1 To ensure a consistent approach to addressing the specific issues presented when a client disengages from support and goes missing from their home. We will endeavour to confirm whereabouts of individuals where there are specific concerns. Safety of the individual will be paramount.
- 11.2 We will:
- 11.2.1 Apply this policy to clients who are vulnerable adults or clients who are under the age of 18.
 - 11.2.2 For clients who are under 18, the Philomena Procedure will be followed in line with Ofsted requirements.
 - 11.2.3 Treat all missing from home cases as a very serious issue and base our approach on considerations of the client’s vulnerability.
 - 11.2.4 Ensure all employees are aware of the appropriate process to follow where this becomes apparent.
 - 11.2.5 Comply with our obligations under The Children’s Act 2004, The Care Act 2014 and the Department of Education “Statutory Guidance on children who run away or go missing from home or Care” 2014 and Ofsted.
 - 11.2.6 Work within Inspire North’s Safeguarding and Information Governance Policies.
 - 11.2.7 Communicate our policy and processes to clients under 18 years old and encourage them to keep us up to date regarding absence over 24 hours.
 - 11.2.8 Maintain a record of tenants and resident’s entry and exit to 24 hour staffed accommodation which clearly identifies clients who have not been seen for 24 hours.
 - 11.2.9 Deal with any legal and management issues relating to the property through our Tenancy Termination Process.
 - 11.2.10 Follow the Move On process when a client disengages from support in more general circumstances.

12. Drugs

To promote harm reduction and good health to our clients we will:

- 12.1 Not tolerate the possession, use or supply of illicit drugs or Novel Psychoactive Substances (NPS) by our clients.
- 12.2 Offer a service that is as accessible, inclusive and non-discriminatory as possible for clients who use drugs, whilst recognising our duties to:
 - 12.2.1 Work within the law;
 - 12.2.2 Provide a safe environment for all employees and volunteers;
 - 12.2.3 Provide a safe environment for all clients;
 - 12.2.4 Work with and be sensitive to our local communities.
- 12.3 Ensure that all employees are aware of and follow the Inspire North Drugs Policy, as necessary.

13. Hoarding

To enable clients with hoarding tendencies to manage their tenancies safely, we will:

- 13.1 Recognise the serious impact hoarding behaviour can have both on individual clients and communities, causing distress and putting both at increased risk of fire, falls, infection and infestation.
- 13.2 Ensure we have a consistent and effective response where cases of hoarding arise, either within properties for which we are the landlord or where the client is a tenant of another landlord.
- 13.3 Assume every individual has the capacity to make decisions unless they have been assessed and found to lack capacity. Any assessment of capacity must relate to a particular decision being made at the time. This means a person may lack capacity to make a decision relating to one area of their life but have capacity to make decisions about another.
- 13.4 Include relevant clauses in our tenancy/licence agreements, relating to the client's obligations for safety, accessibility and cleanliness of their property.
- 13.5 Take action to support each individual with hoarding tendencies, taking a multi-agency approach to resolving cases of hoarding where necessary as defined in the Hoarding Procedure.
- 13.6 Take enforcement action where necessary as defined in the Hoarding Procedure.

14. Move On

- 14.1 To successfully move clients on from temporary accommodation to long-term, secure accommodation, we will:
- 14.2 Not provide long-term or permanent accommodation. All accommodation is linked to the support we provide either in an Inspire North property or in property where we are acting as the managing agent.
- 14.3 Support all clients in temporary accommodation to find long-term, secure accommodation.
- 14.4 Prioritise move on for clients who are under immediate threat of homelessness, focussing support on securing accommodation as soon as possible. Clients who are not at immediate risk of homelessness will be supported to find more permanent accommodation as a key aim of their support plan.
- 14.5 End all tenancies/licences linked to support by serving notice to recover possession of the property/notice to withdraw the licence, in accordance with our Vulnerable Tenants Process and Tenancy and Licence Termination Process.
- 14.6 Give full consideration to any client requests to move to other accommodation within the same service in line with our Operational Process for Move On.
- 14.7 May provide a period of transitional support to clients moving on where the client meets the eligibility criteria for other non-accommodation based services

15. Tenancy and Licence Termination

- 15.1 To ensure that tenancies and licences are ended correctly and all parties fulfil their obligations we will:
 - 15.1.1 Treat all clients who are ending their tenancies/licences in a fair and equitable way.
 - 15.1.2 Meet our legal obligations and operate in accordance with the law.
 - 15.1.3 Take all reasonable measures to protect our often vulnerable clients.
 - 15.1.4 Apply this policy to all types of tenancy termination for properties where Inspire North is the landlord including:
 - (a) Termination by the tenant / licensee
 - (b) Termination by Inspire North (Eviction)
 - (c) Decants
 - 15.1.5 Where Inspire North is acting as managing agent only, refer to the landlord's own tenancy termination policies and processes.

- 15.1.6 Ensure our Employees are fully trained and committed to supporting clients in addressing the cause of any problems affecting their tenancy / licence before possession proceedings are instigated.
- 15.1.7 Ensure that possession proceedings are only ever used when it is considered necessary in discharging our proper Housing Management Functions. In the interest of clients, employees and public safety, where the case involves violence or serious nuisance, we will not delay in seeking repossession.

15.2 Termination by the tenant / licensee (client)

- 15.2.1 A client may terminate their tenancy or licence by giving the organisation at least 4 weeks' written notice as required by the Tenancy or Licence Agreement. In exceptional circumstances Inspire North may waive the requirement for 4 weeks' notice. Refer to the Operational Process for Tenancy and Licence Termination.
- 15.2.2 The client is required to give Inspire North vacant possession of the property by handing over the keys, having removed all personal belongings and rubbish and leaving the property in a clean and lettable condition. Until this done rent/mesne profit may still be charged to the client's account, calculated as a daily rate of the weekly rent.
- 15.2.3 In the case of an Assured Shorthold tenancy, a client may leave on the last day of a fixed term tenancy without giving notice. In this case they will not incur any further rent liability. This does not apply to any other day during a tenancy.

15.3 Termination by Inspire North

- 15.3.1 Inspire North reserves the right to terminate the Tenancy or Licence Agreement as a result of any breach of the conditions by the client. However, we will aim to work with our clients to resolve issues before issuing possession proceedings.
- 15.3.2 Our approach to preventing later tenancy termination action begins at the commencement of the Tenancy or Licence where we will ensure we fully explain the conditions of the agreement to the client, so they are fully aware of both their obligations and ours.
- 15.3.3 We have a range of measures available to us to deal with problems relating to the management of a Tenancy or Licence, detailed in the List of Measures (below).
- 15.3.4 We will comply with the Protection of Eviction Act 1977 and ensure that the notice corresponds with the appropriate Occupancy Agreement.
- 15.3.5 We will comply with the Deregulation Act 2015 to safeguard tenant against unfair evictions by ensuring there are no outstanding repairs in any properties where Inspire North is the Landlord or Licensor.

List of Measures	
Support	Where a client is struggling to adhere to the conditions of their tenancy/licence, we will work pro-actively with them to discuss any potential breach of agreement and agree actions through the Support Planning process
Anti-Social Behaviour and Harassment	Issues will be managed using our Anti-Social Behaviour and Harassment Process
Rent Payment	Late or non-payment of rent will be managed using our Rent Collection and Arrears Process
Written Warnings	For a serious breach, a written warning will be issued in line with our Operational Process for Tenancy and Licence Termination
Multi-Agency Working	Where appropriate and with the client's consent, other agencies working with the client, may be invited to become involved in resolving specific issues
Independent Advice	The client may involve any relevant agency in accordance with the Tenancy/Licence Agreement and Inspire North's Comments, Compliments and Complaints (Feedback) Policy
Surrender	In cases where the steps outlined above fail to produce the desired results we will advise the client to give up possession of the property voluntarily. This will avoid possible court proceedings which can be detrimental to the client's re-housing prospects
Possession Proceedings	We will use possession proceedings only in appropriate cases which will include: • Violence or serious nuisance, seeking possession at the earliest opportunity • Arrears • Very serious breach of tenancy/licence where non-possession action is not a practical option • Serious and persistent breaches of tenancy/licence including bypassing electricity, sub-letting or drug cultivation • Service Cessation where funding for a service is being withdrawn and all other options are exhausted including transfer of stock to Inspire North's Social Lettings Agency, handing back the property to the landlord with the client in situ • When a client rejects advice and no other course of action is available All legal proceedings taken will be in line with Tenancy / Licence Agreements, including the appropriate use of notices

15.4 Ending a Tenancy / Licence where Inspire North is the Managing Agent

We will inform and liaise with the Landlord (usually another Registered Provider) when there is a serious breach of Tenancy/Licence Agreement advising the

Landlord of the steps being taken. Inspire North employees will refer to Project/Service Managers and check individual management agreements before initiating a Notice Seeking Possession.

15.5 Death of a Client

In the event of a client death, we would recover the property appropriate to the type of occupancy agreement held by the client.

We will:

- 15.5.1 Ensure the death of a client is dealt with sensitively
- 15.5.2 Ensure the next of kin is informed and appropriately supported;
- 15.5.3 Co-operate effectively with other agencies involved;
- 15.5.3 Ensure our employees are properly supported.
- 15.5.4 Ensure personal belongings are returned to NOK where possible.
- 15.5.5 Our employees will follow our internal Serious Incident Review process.

15.6 Appeal

All clients have the right to an appeal against any legal action taken to repossess their home and no further legal action will usually be taken until the appeal has been heard. Any appeal must be made within 14 days of the decision to commence possession proceedings being communicated to the client. Appeals must be made in writing and addressed to the relevant Project Manager. In some cases, by agreement, the Project Manager may agree to accept the appeal over the telephone where a client is considered vulnerable as defined in our Vulnerable Clients Process.

15.7 Vulnerable Clients

Where we are aware the client is considered vulnerable, as defined in our Vulnerable Clients Process a referral to an appropriate external support agency will be made, prior to any legal action being taken.

15.8 Clients with Children

Where possession proceedings are planned against clients who have their children residing with them, we will take the following additional actions:

- 15.8.1 Support family to secure alternative accommodation
- 15.8.2 Advise the client we will alert the relevant Local Authority Housing and Social Services Departments of intended actions
- 15.8.3 Obtain the client's explicit consent in writing, allowing us to contact other appropriate agencies to discuss their case and work closely with those agencies to keep them informed of every stage of the process.

16. Legal and Regulatory Framework

This policy manual is intended to fulfill the requirements of the following

legislation and regulations:

1936	Public Health Act
1949	Prevention of Damage by Pests Act
1971	Misuse of Drugs Act
1974	Health and Safety at Work Act
1985	Landlord and Tenant Act
1988	Housing Act Court Procedure Rules Part 55 and accompanying Practice Directions 55a & 55b
1990	Environmental Protection Act
1996	Housing Act
1998	Data Protection Act
1998	Human Rights Act
1998	Gas Safety (Installation and Use) regulations as amended
1999	Health and Safety at Work Regulations
2002	Control of Substances Hazardous to Health (COSHH) regulations
2003	Anti-Social Behaviour Act
2004	Children's Act
2005	Mental Capacity Act
2006	Health Act
2008	Housing and Regeneration Act
2010	Localism Act
2010	Equality Act
2014	Care Act
2014	Dept of Education "Statutory Guidance on children who run away or go missing from home or Care"
2014	Anti-Social Behaviour, Crime and Policing Act
2015	Deregulation Act
2016	Psychoactive Substances Act
2016	Welfare Reform and Work Act
2018	Data Protection Act
2020	Regulator of Social Housing Rent Standard
2023	Social Housing (Regulation) Act
2024	Regulator of Social Housing Economic and Consumer Standards

17. General

17.1 As part of Equality and Diversity, this policy has undergone an Equality and Diversity Impact Assessment Screening.