

Tenancy Management Policy

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1. Statement of Intent

- 1.1. The purpose of this policy is to clarify how Two Rivers Housing (TRH) manage different sections of the tenancy agreement that do not have a standalone policy. This document provides clear guidance and policy statements relating to assured and assured shorthold tenancy management.
- 1.2. We will set out what TRH will do, what we will not do, and what we may do relating to each section.
- 1.3. This policy should be applied in conjunction with all TRH policies in existence at the time of using it. Most specifically:
 - Safeguarding policy
 - Equality, Diversity and Inclusion policy
 - Reasonable Adjustments policy
- 1.4. This policy is legally compliant at the time of writing and will be reviewed on any change in law or best practice.

2. Managing Tenancies

- 2.1 This sets out our commitment to successfully and effectively managing tenancies as we recognise that this is important to our Tenants.
- 2.2 We will be clear and open with tenants and applicants to ensure that they understand their rights and responsibilities and our position when managing them.
- 2.3 Two Rivers Housing will:
 - Maintain good quality records in compliance with Data Protection Legislation and General Data Protection Regulation (GDPR)
 - Ensure that we provide the tenant(s) with honest and impartial advice and assistance about any tenancy management matter, especially where this could affect the tenant's rights.

- Intervene at the earliest possible stage when we become aware of a breach of tenancy. The breach of tenancy will be explained to the tenant, and we will be clear about the action the tenant needs to take to rectify the breach.
- Where potential support needs are identified we will, with the tenant's permission make referrals for support to internal or other third-party agencies to promote independence and to help maintain the tenancy and create sustainable communities.
- We will only make referrals without consent in compliance with our Safeguarding Policy, or if we have a legal requirement to do so.
- Except where stated otherwise, TRH will acknowledge any request for service or contact within five working days.
- We will normally give a decision to any tenancy change request within 21 days, unless further information is requested, and a new timescale is agreed.
- Once the decision is made, this will be actioned within 7 days.

2.4 We may:

- Work with the Local Authorities and other relevant partners for the provision of support services for those tenants with support needs to help them sustain their tenancy.
- Act against tenants if they breach the terms and conditions of their tenancy agreement. This may include us applying to court to bring the tenancy to an end or applying to court for an injunction to enforce the conditions of the tenancy.
- Where a tenant ceases to have the mental capacity to deal with their affairs, we may seek the assistance of the next of kin or support services to act on their behalf, e.g. those with Power of Attorney, Court Appointed Deputyship.
- Only pursue eviction as a last resort where the circumstances support that and approach and when we can evidence, we have exhausted all reasonable steps to help the tenant sustain their tenancy and remedy the breach.
- Consider, on investigation whether it is reasonable or proportionate to take further, legal action in relation to tenancy breaches. This will be assessed on a case-by-case basis and will consider all circumstances, including the make-up of the family, any challenges they may have, and the resources available to them, and to TRH.

2.5 We will not:

- Act against a tenant, without reasonable cause to do so.

3. Tenants ending a tenancy

3.1 The tenancy agreement states how a tenancy may be ended. In respect of standard assured tenancies, it generally states that tenants must

- give us at least four weeks' notice in writing. The four-week period must end on a Sunday

If it is a joint tenancy, either or both tenants can end the tenancy, and this ends it for both parties.

If one tenant ends the joint tenancy, but the other tenant does not want to leave, the remaining tenant is not able to take back the notice of termination. They would no longer be a tenant at the end of the notice period; they would remain at the property under use and occupation charges.

3.2 In the case of fixed term tenancy agreements, we can only accept notice to terminate the tenancy if both tenants have signed it.

3.3 We will:

- End a standard assured joint tenancy on receipt of notice of termination in writing from one or both parties (see 3.1 and 3.2 above).
- Undertake further investigations before ending the tenancy if a notice to terminate it is only received from one party this will include taking all reasonable steps to inform the other tenant that we have received the notice and the whole tenancy will come to an end.
- If there is domestic abuse within the relationship, we may not be able to notify a joint tenant that the other has given notice before they leave, in these circumstances, we will carry out further investigation and discuss the remaining tenants options if they wish to remain in the property once the other is in a place of safety.
- We will provide a date and time for a pre-termination inspection to give advice on how to leave the property without recharges being applied.
- We will recharge a tenant for any property damage or items left in the property or garden in accordance with our Recharge Policy.

3.4 We may:

- Grant sole tenancies where we consider this reasonable and appropriate if one member of the tenancy requests to stay in the property as a sole tenant. This will be assessed in line with our allocation and reasonable adjustments policies.
- Consider a claim for a sole tenancy with rent arrears or recharges only under exceptional circumstances.
- Not grant a sole tenancy where the sole tenancy applicant has been accused of domestic abuse and/ or coercive behaviour.

3.5 We will not:-

- End a joint tenancy without a notice of termination with the exception of a court awarded order such as an property adjustment order or any other order transferring the tenancy under part VII of the Family Law Act 1996.
- Make any changes to the tenancy if the capacity of the tenant who is losing their security is in question.
- Approve a request for a sole tenancy, unless a Court Orders us to do so, if:
 - The sole tenancy applicant does not meet the criteria of the property (e.g. would be substantially under occupying).
 - Tenancy breaches are being investigated.
 - A legal notice has been served for a breach of tenancy.

4.0 Joint to sole tenancies

4.1 When tenants wish to end their joint tenancy and transfer it to a sole tenancy and are in agreement, we can do this with a deed of assignment. This means that one tenant will assign their right to the other.

4.2 We will action this request within 21 days of receiving both parties' agreement, unless otherwise agreed with the tenants. Both tenants need to sign the deed of assignment.

4.3 The same considerations in sections 3.4 and 3.5 will be applied when considering this request.

5.0 Absent Tenant (joint tenancies)

- 5.1 Where one joint tenant has been absent from the address and has not notified TRH of a forwarding address, we will try to contact them by all reasonable means.
- 5.2 In instances where they are not contactable or have not contacted us for 12 months or more, on request, we may consider a re-allocation of a sole tenancy to the remaining tenant by accepting a notice to terminate from the remaining joint tenant (assured tenants). Any decision would be made in accordance with our reasonable adjustments policy and allocations policy.
- 5.3 In the case of fixed term tenancies, as the remaining tenant is unable to serve notice without the absent party's consent, we may discuss other ways of ending the tenancy with them such as 2RH serving notice and re-allocating a sole tenancy to them.
- 5.4 Before making any decisions we will carry out investigations as to the absent tenants whereabouts, including but not necessarily limited to:
- Asking neighbours, family or friends (if we know of them) if they have seen the tenant or know how to contact them.
 - Check to see who is paying the rent.
 - Check who is claiming benefits at the home address.
 - Check to see if we have them listed as living elsewhere.
 - Check social media to see if we can locate them.
 - Carrying out a trace via the National Anti-Fraud Network (NAFN).
- 5.5 If we serve notice, we will serve notice on the last known address and if known on the home address.

6.0 Sole to Joint Tenancies

- 6.1 Sole tenants may make a request to have a joint tenancy agreement; this means that they would share their tenancy with another person. This would create joint and several responsibilities for both tenants. Granting a sole to joint tenancy is at our complete discretion.
- 6.2 TRH will:
- Consider applicants from sole assured tenants requesting a joint tenancy with anyone who would be legally liable to succeed to a tenancy, should the tenant pass away. (See tenancy agreement and/or Succession Policy).
 - Advise applicants to seek legal advice on the implications and responsibilities involved with creating a joint tenancy prior to making any change. We will ensure that both the current and proposed tenant want to enter into a joint tenancy.

- If refused, advise the tenant of the reasons for the refusal.
- Advise the existing tenant that either party, can in most instances end the tenancy on behalf of all tenants.

6.3 TRH will not:

Change the parties to the tenancy agreement when:

- The current tenant or the person applying to become a joint tenant owes money to the association for rent, maintenance recovery charges, heating or former tenancy charges
- The person applying to become a joint tenant or the person applying to have the tenancy in their own name would not qualify to join the housing register. For example, they already own a property elsewhere or do not meet the set financial criteria.
- The current tenant(s) is not an assured tenant.
- The person applying to join the tenancy has no recourse to public funds or no right to remain in the country.
- The person applying to join the tenancy is alleged to have been causing nuisance or anti-social behaviour around TRH's housing stock or has been within the last 12 months.
- There is a valid County Court Order for possession of the existing tenant's home or on the applicants home elsewhere.
- Legal proceedings of any kind have been initiated against the current tenant or there is any breach of the tenancy i.e. arrears, no access or alleged anti-social behaviour.
- The current tenant is already a successor and creating a new joint tenancy would create new succession rights. If there has been a succession (including succession by a surviving joint tenant) then we will not allow another change unless there is a court order directing us to do so.
- The person applying to become a joint tenant is already an assured tenant of another property.
- One of the parties does not intend to live in the property or the person applying to have the tenancy in their own name does not intend to live in the property.

- There is reason to believe one of the parties is being pressured into changing the names on the tenancy.
- We are made aware that there are concerns that the applicant has been accused of domestic abuse and/ or coercive behaviour towards the existing tenant or any other person.
- The existing tenant or person wanting to join the tenancy has capital that is sufficient to purchase a property (assessed against the Communities and Local Government's Lower quartile average house price data).
- The existing tenant or person wanting to join the tenancy has income that exceeds the income threshold for the area (calculated against lower quartile average house prices).
- The household is under-occupying their home by more than one bedroom.

7.0 How we may end a tenancy

- 7.1 We will end a tenancy by lawful means only. In most cases, this will be by service of a Notice of Seeking Possession on one or more grounds stated in the tenancy agreement. For Assured Shorthold tenants this is by service of a Section 21 notice.
- 7.2 If the tenant has not given up possession by returning the keys, and leaving the property empty of all persons, belongings and animals by the end of that notice, we will seek an order of possession from the court. The costs of which will be recharged to the tenant.
- 7.3 In the event that we become aware that a property has been abandoned or someone has passed away (see point 8 below) and there is no next of kin, we may end the tenancy by service of a Notice to Quit.
- 7.4 At the end of the notice period, we may choose to end the tenancy without obtaining a court order, provided that we have not been contacted by the tenant at any point during that notice period. This will be risk assessed on each occasion and the approach will be authorised by a Housing Manager or above.
- 7.5 We may:
- Allow a tenant who has been imprisoned for a period of time, to keep their tenancy provided they have notified us of their imprisonment and rent payments are being maintained during this period. The tenant will remain responsible and will need to ensure that they take appropriate steps to protect their home and belongings.

- Serve a Section 21 notice (starter tenants only) to end the tenancy for serious breaches of tenancy, such as non-payment of rent and/or anti-social behaviour. The tenant has the right to review this decision. If the decision is upheld, then proceedings for possession of the property may be issued to a court.
- Serve a Notice of Seeking Possession to end the tenancy for serious breaches of tenancy, such as non-payment of rent and/or anti-social behaviour. If the breach is not remedied, or the reason for possession is anything other than rent, proceedings for possession of the property may be issued at court.
- Recharge a tenant for any property damage or items left in the property or garden in accordance with our Recharge Policy
- Offer advice and support if the tenant wishes to maintain their tenancy, if appropriate.
- Allow a tenancy to be terminated by appropriate professionals if the tenant lacks Mental Capacity under the Mental Health Act 1985, and/or Next of Kin- Authorised Advocate or Court Appointee Deputyship.
- Take legal action against a tenant who is a perpetrator of domestic abuse. See Domestic Abuse Policy.

7.6 We will not:

- Unreasonably withhold permission for a tenancy to become an Assured Tenancy.
- Unlawfully evict anyone.

8.0 Ending a tenancy following death of a tenant

8.1 We will deal with cases of death in a sympathetic and professional manner. We will take account of the bereaved family's loss, while remaining vigilant of our business needs, to ensure the most effective use of stock and to minimise rental loss.

8.2 We will:

- Give advice to the family, legal representative or executor of the deceased, upon notification of the tenant's death.
- Request that one person is named as the contact for TRH, normally the executor of the estate, next of kin or legal representative. We are unable to converse with more

than one member of the tenant's family. If the family are unable to decide who this will be, they must ask the court to determine this.

- Allow the family, legal representative or executor up to 28 days to clear the property following the death of the tenant. The family should be encouraged to clear the property as soon as possible to avoid any additional rent charges.
- Require a copy of the Death Certificate.
- Accept a notice to quit from the legal/ personal representatives or executor so long as the death certificate has been provided.
- Where a Next of Kin wishes to give notice, we acknowledge they have no legal standing to do so but it is a business risk decision to accept such notice. We will only accept notice from Next of Kin where:
 - They are the person with the best claim to the estate or if they have an equal claim, then all of those people agree.
 - No one else is in occupation of the property.
 - there is no dispute we are aware of between the family members.

Each decision to accept notice from the Next of Kin will be decided on the circumstances and in consultation with a Housing Manager.

- Contact the Public Trustee's Office to register four weeks' notice to quit to bring the tenancy to an end if there is no Next of Kin, family, legal/personal representative or executor.
- Consider applications for succession within one month of the death of the tenant, see Succession Policy.

8.3 We may

- Pursue the outstanding rental charges from the executors of the estate if there are sufficient funds in the estate.
- Contact the local authority, DWP and other relevant agencies to locate a Next of Kin.
- Serve notice to quit on the property, whether there is a notice to quit received from the legal/ personal representatives, executor or next of kin. If both are served, the 28 days shall run from which ever notice is served or received first.

9.0 Access

- 9.1 All TRH tenants are required to give access to staff and contractors to carry out necessary inspections, servicing and repairs. Where possible, we will give notice to tenants of any appointments, only in emergency situations will we enter without prior notification.
- 9.2 TRH have legal obligations to fulfil as a landlord and as a result, access is specifically required in relation to:
- Gas and Heating Appliance Servicing
 - Electrical Testing
 - Damp and Mould Investigations and treatment
 - Stock Condition Surveying
 - Tenancy Checks
- 9.3 TRH will work with tenants to ensure that access is given, however if a tenant does not comply with this requirement, we will take legal action to allow us access.
- 9.4 This is to ensure that tenants, their families, and neighbours are kept safe and to make sure that TRH are meeting their compliance requirements.
- 9.5 TRH will listen to tenants to see if reasonable adjustments can be made in relation to access before taking any legal action.
- 9.6 Due to serious safety concerns around servicing, TRH will not allow more than 3 attempts to be made before considering legal action.
- 9.7 Legal action will normally be an injunction to gain access, however where tenants repeatedly refuse to give us access, we may consider requesting possession of the home.
- 9.8 Discuss the suitability of the home with the tenant if they do not wish us to allow access to for example uncap the gas.
- 9.9 We would not take legal action lightly and without reason. We understand that Legal action is expensive, and any legal charges will be recharged to the tenant.

10. Lodgers

- 10.1 A lodger is someone who rents a room from our tenant(s) and pays a fee for the rental of the room and services, such as cleaning or cooking but they do not have exclusive rights to any part of the home nor do they have any rights of occupation.
- 10.2 We will:

- Allow tenants the right to take in a lodger however they must be clear that the lodger does not have exclusive possession of the bedroom otherwise this may be classed as subletting part of the property which the tenant should gain written permission for.
- Ask the tenant to let us know when they take in a lodger(s) and provide the following which will be recorded:
 - The name, age and sex of the lodger(s).
 - The intended period of occupation.
 - The amount of income received from taking in the lodger(s).
 - The part of the dwelling that will be occupied.
- Advise the tenant that they have a responsibility to contact the Local Authority and DWP as taking in a lodger may affect the tenant's universal credit, housing benefit and council tax position.
- Notify the Local Authority or DWP if we have reason to believe that they have not been informed.

10.3 TRH may:

- Offer advice and guidance to our tenants on taking in a lodger.
- Act against our tenant for any breaches of their conditions of tenancy. The tenant is responsible for the behaviour of every person (including children) and for pets living in or visiting their home. This includes any lodgers that are residing at the property.
- Ask the tenants to remove the lodger if they breach tenancy conditions, if we become aware that the property has become overcrowded or have concerns for the tenant's safety or wellbeing.

10.4 We will not:

- Assess the property for overcrowding. The tenant is responsible for ensuring that their home is not overcrowded, but we do have a duty not to allow the property to become overcrowded.

11.0 Subletting

11.1 Tenants are not permitted to sublet the whole of their home.

11.2 We will:

- Seek possession if the tenant has sublet the whole of the property.
- Advise and signpost to benefits advice and inform the tenant of the possible implications of subletting.

11.3 We may:

- Allow tenants to sublet part of their home, if they have our written permission in accordance with their tenancy agreement and as long as that person does not have exclusive possession of any area.
- Carry out an assessment on receipt of the tenant's application. The assessment process will take account of both the tenant's and sub tenant's circumstances, as well as the circumstances of the property and the subletting arrangements, including the charges and length of agreement.

11.4 We will not:

- Grant permission for the tenant to sublet, if:
 - A notice of seeking possession has been served or a possession order has been granted against the tenant on any of the grounds set out in the Housing Act 1988 as amended by the Housing Act 1996.
 - There are any breaches of tenancy

12.0 Unauthorised occupants

12.1 An unauthorised occupant for the purpose of this policy is defined as:

- A person who has not been granted permission for a mutual exchange but has still exchanged properties.
- A family member or a friend of the tenant who remains in the property after the tenant has left and who is not eligible to be granted the tenancy through assignment.
- A person who has been sublet the whole of a property from a tenant.
- A family member or friend of a deceased tenant who has been living with the deceased tenant but is not eligible to succeed to the tenancy.

12.2 TRH will:

- Investigate reports of suspected cases of unauthorised occupancy as quickly as possible.
- Resolve cases of unauthorised occupancy effectively, fairly and as swiftly as possible to ensure that we can allocate the property appropriately in accordance with the allocations policy and to protect the property and the rental revenue.
- Give the relevant housing advice to the unauthorised occupant(s) and signpost to the appropriate statutory and support agencies.
- Seek possession if the tenant has wholly sublet their home.
- Advise and signpost the tenant to benefits advice and inform them of the implications of subletting part of their home without permission.
- Provide signposting support to the unauthorised occupant(s) to seek alternative housing.
- Immediately, or as soon as reasonably practicable, serve a Notice to Quit on the tenant for allowing subletting, to protect our interest.

12.3 We may:

- Collect a use and occupation charge for the use of our property by way of “mesne profit” which will normally be equivalent to the normal letting value of the property. This is also known as a charge for Use and Occupation.
- Proceed with legal action to bring the occupancy to an end.

12.4 We will not:

- Make reference to a tenancy or take rent payments (as opposed to payments that are clearly for use and occupation).

13.0 Squatters

13.1 Squatting is not a legal term but for the purpose of this policy definition its commonly used word to describe a trespasser who enters and lives in a property or on land without permission of the owner or the person legally entitled to occupy it (e.g. the tenant).

13.2 It is not someone who has entered the property in good faith, reasonably believing they had permission to do so, for example, being left in occupation by the tenant.

Squatting would normally take the form of occupying the property after the termination of a tenancy.

13.3 We will:

- Investigate all allegations and reports of squatting efficiently and effectively
- Ensure that void properties are monitored for signs of squatting.
- Take effective action against squatters if they are detected. This will in most cases include contacting the Police to report this matter as a criminal offence, or to obtain an interim possession order.
- Obtain and gather evidence to inform and support legal/Police enforcement action.
- Provide housing advice and support to our tenants who are temporarily displaced or made homeless by squatters.
- Signpost squatters who are homeless to relevant advice and support services.

13.4 We may:

- Take appropriate action where there is a belief that other crimes have been committed by following legal and regulatory frameworks.
- Seek to recover damages and cost related with squatting.
- Take a risk-based approach to securing void properties against squatters, this includes the use of alarms and grills if necessary.

13.5 We will not:

- Grant the squatter a tenancy for the property.
- Cause unnecessary distress or hardship to the squatters, when seeking to recover possession of the property.

14.0 Gardens

14.1 Where tenants have their own gardens that adjoin onto the property and/ or are for the exclusive use and enjoyment of the tenant(s).

14.2 We will:

- Deal with complaints about garden nuisance efficiently and effectively.
- Work with tenants when a garden falls below an acceptable condition to ensure that the garden is maintained to a reasonable standard and does not adversely affect the quality of the local environment for neighbours and other residents.
- Repair and maintain paths and steps leading to the front and back access to our homes, if constructed by us until the end of their lifespan.
- Repair or remove garages, sheds and outbuildings that are in the garden of the property where constructed by us until the end of their lifespan.
- Repair and make safe boundary fencing where it backs onto public land.
- Give advice on trees and hedgerow, if the tenant believes that they may pose a risk of harm to person or property.
- Treat identified and verified Category 1 HHSRS hazards in gardens as emergencies for the purpose of immediate mitigation.

14.3 TRH may:

- Allow assured tenants to make reasonable alterations and improvements to their garden, provided they have first asked for permission and they comply with any conditions we may impose.
- Give advice and sign post tenants to garden schemes and support services, if applicable.
- Arrange for tenants' gardens to be cleaned and cleared if it is adversely affecting the quality of the local environment for neighbours and other residents. The cost of this will be recharged to the tenant in accordance with our recharge policy, unless there are exceptional circumstances which will be determined on a case-by-case basis and in accordance with our reasonable adjustment policy.
- Act against the tenant if they fail to comply with their conditions of tenancy, by not maintaining or misusing their garden(s).
- Offer assistance in exceptional circumstances with trees and hedgerow, if it poses a risk of harm to person or property.
- Temporarily or permanently close off access to areas of a garden where its condition presents a serious risk to health and safety and an immediate remedy is not reasonably practicable.

- Discuss the suitability of the home with the tenant if they are unable to maintain the garden to an acceptable standard.

14.4 We will not:

- Give permission for Assured Shorthold Tenants (Starter Tenants) to remove, add to or alter any fencing, hedging or garden walls and/or install a hard standing, until they have a fully Assured Tenancy.
- Maintain gardens including hedges and trees, this is the tenants' responsibility.
- Replace or rebuild removed garages or sheds unless specifically agreed in writing before demolition.

15.0 Property Condition – Including Communal Spaces

15.1 Although the tenancy agreement may differ slightly over time, the main tenancy clauses that relate to this area says:

“You must keep the inside of your home in good repair and well decorated”.

15.2 This carries an expectation that the tenant will keep your home clean and free of rubbish and clutter.

15.3 On leaving the home, the tenancy states: “you must also dispose of any rubbish and leave your home and garden in good condition, clean and tidy and reasonably decorated. If you do not do this, you may be charged the costs of us doing it”

15.4 If you live in a flat, or home with communal space there are additional responsibilities, such as:

- You must clean any entrance, hall, staircase, landing, passageway, balcony and surrounding areas outside your property and, along with your neighbours, clean the parts you share with the other tenants unless it is our responsibility to do and you are charged for this service.
- You must not store any vehicles, prams, trolleys or other belongings in any area you share with other people. You must not leave rubbish or refuse on shared landings or other areas (including gardens).
- You must not obstruct the corridors, staircases, balconies, lifts, fire exits, fire-fighting equipment or refuse bin storage areas.

- 15.5 Action will be taken to remove any items in a communal area that could cause a risk if there was a fire, either by fumes, obstacles or by making it easier for the fire to spread.
- 15.6 Only a door mat, not exceeding an area of more than 50cm x 75cm, with a tread of less than 5mm depth will be permitted in communal areas or stairwells. It should be in a good condition with no curled sides or edges.
- 15.7 Items removed under the communal tort notice, will be stored for 28 days, during which the Tenant may pay a fee for it to be returned. If return is not requested by the tenant, the item will be disposed of without any further notice.
- 15.8 Repeat offenders, will be spoken to and advice given in this area. If behaviour persists, we may take legal action to remedy the breach of tenancy.
- 15.9 TRH will not profit from the removal of any items; however we reserve the right to repurpose or pass to charity any useable items.

16.0 Bin Stores

- 16.1 TRH expect its tenants to use bin stores and recycling areas respectfully and responsibly.
- 16.2 If a tenant is identified as causing a nuisance in this area, using wrong bins or dumping items outside of the bins, they will be spoken to as this is a breach of tenancy.
- 16.3 Repeat offenders, may face recharges, and we may take legal action to remedy the breach of tenancy.
- 16.4 If a block is continually having to have rubbish cleared, we will look to introduce a service charge in this area to recover our costs.

17.0 Parking and Vehicles

- 17.1 This policy section relates to parking in allocated or shared parking spaces.
- 17.2 Tenants must not park any motor vehicle, caravan, trailer or boat at your home or any garage area without our written permission.

17.3 Your vehicle must be taxed (unless the vehicle has a SORN exemption), insured and fit to drive.

17.4 SORN vehicles are not permitted in communal or shared spaces.

17.5 You must not park so as to cause any obstruction.

17.6 You must not park any caravans, boats, trailers and commercial vehicles on our land, including estate roads and lay-bys, or shared areas, without our prior written permission. This permission will not be given if the vehicle is causing a nuisance, or obstruction. Permission may be removed if concerns are raised.

17.7 You must not park any untaxed or unroadworthy vehicle in gardens, verges, estate roads, shared areas or other land owned by us. We will remove such vehicles, and you will have to pay our removal and disposal costs.

17.8 Major repairs, or repairing vehicles for friends, family or profit is not permitted on or near your home, or on our land. Repairs on commercial vehicles is expressly prohibited.

18.0 Standalone policies

18.1 Standalone policies that relate to tenancy management include:

- Abandonment
- Animals and Pets
- Anti-Social Behaviour
- Damp and Mould Management
- Decant
- Hoarding
- Mutual Exchange
- Neighbourhood Management
- Safeguarding
- Succession
- Tenancy Fraud

19.0 Right of appeal

19.1 When writing with a decision to refuse any decision under this policy we will advise of the reason for our decision and of the right to appeal.

19.2 A tenant or applicant can appeal our decision for the following reasons:

- The tenant believes we have made a mistake when looking at the facts.
 - There is information that the applicant thinks we have not taken into account, either about their status or in relation to any disability, medical condition or vulnerability.
- 19.3 We cannot accept an appeal for any other reason – we know tenants and applicants may not be happy with a decision but unless the appeal is for one of the reasons here, we will be unable to consider it.
- 19.4 To appeal our decision, you should contact us and tell us which reason you are using to appeal and provide us with any supporting information. There is a deadline for this - you will need to contact us within 15 working days of our decision.
- 19.5 We accept an appeal in all of the following ways:
- Emailing customerservices@2rh.org.uk with the title – Request to Appeal (state what it is about) Decision; or
 - Telephoning us on 0800 316 0897 advising us you are appealing a decision. We will ask for you to provide the information above and may need you to send further information in by email or post.
 - In person – you can advise any member of staff that you wish to appeal a decision. We will ask for you to provide the information above and may need you to send further information in by email or post.
 - By post to Two Rivers Housing, Riversmeet, Cleeve Mill Lane, Newent, GL18 1DS
- 19.6 The appeal will be heard by a manager or above, who was not involved in the original decision and our response to your appeal will be sent within 15 working days.
- 19.7 In exceptional cases it may take us a little longer to consider the appeal. If this is the case, we will let you know and agree a date when you will have a decision.
- 19.8 As part of dealing with the appeal, we may contact you to ask questions to ensure we have all of the right information.
- 19.9 Once the appeal decision has been made there will be no further appeal.
- 19.10 If you are unhappy with how we have managed your case, you can make a complaint by contacting us in any of the ways listed above. Any complaint received will not form an appeal of the decision made.

20.0 Responsibilities

- 20.1 The Neighbourhood Managers are responsible for managing the application in its entirety including the communication with tenants, preparing all associated paperwork and ensuring that evidence checks are completed.
- 20.2 The Neighbourhood Managers will notify the Lettings Team of any changes required to the tenancy type or any other change.
- 20.3 The Lettings team are responsible for changing the details on the management system.
- 20.4 The Housing Managers are responsible for ensuring that this policy is followed, that timelines are adhered to and legal documents are properly completed.

21.0 Monitoring and review

- 21.1 The Head of Neighbourhoods is responsible for monitoring this policy to ensure that it is correctly applied.
- 21.2 The Head of Neighbourhoods is responsible for ensuring that reviews of this policy are carried out.
- 21.3 TRH will undertake regular reviews of this policy, the procedures related to it and staff training needs to ensure that it continues to operate in line with best practice and that service improvements are made and implemented.
- 21.4 In the absence of any trigger for review, the policy will be reviewed at 3 year intervals or such other periods as the Board of TRH may from time to time determine.
- 21.5 On review, if possible this policy will be reviewed with our Tenant Voice or a panel of tenant representatives.

Version	Date	Author	Change description	Approved by	Date approved
1.0	December 2025	Sally Howell	Creation of new policy, separating from Tenancy Policy.	Customer, Culture, Colleague Committee	17 th June 2026