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# **Contract Management Procedure**

V1.0

## Contents:

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1	What does this Procedure cover? .....	8
1.1	Why do we need this Procedure? .....	8
1.2	What else should I refer to? .....	8
2	.....Procedure	
	.....	9
2.1	General .....	9
	Contact and Case Management & Service Continuity.....	10
	Unexpected Absence .....	10
	Home visit.....	10
	SLA's .....	10
	Notice, Court & Eviction .....	11
2.2	Types of Occupation Contracts & Ending Occupation contract Processes	
	11	
2.3	Sole to joint contract .....	12

How can a contract holder apply to add a joint contract holder?.....	12
Who can be added as a joint contract holder?.....	12
What eligibility checks are completed? .....	12
Do I need to complete any property checks?.....	13
Should I provide any advice to the applicant?.....	13
How do I sign up a joint occupation contract?.....	13
What do I do following the signing of the contract? .....	14
Considerations .....	14
2.4 Joint to Sole Contracts .....	14
Ending one part of a joint contract:.....	17
Court Ordered Request.....	17
2.5 Identity change request (Previously Name Change / Gender Change) ...	18
How does a contract holder apply to change their name? .....	19
How do I change a contract holder's name?.....	19
What if the contract holder is under a court order or a live notice? .....	19
Can I refuse to accept a change of name request? .....	19
2.6 Addition/ Removal of Occupants.....	19
How does a contract holder request a change to occupant? .....	20
What checks need completing?.....	20
How do I add an occupant to the system? .....	20
2.7 Deceased Contract holders/ Succession .....	21
How do I know a contract holder has passed away?.....	21
What is the process for ending the occupation contract? .....	21
Who is eligible to succeed? .....	22
What if the occupation contract is a joint occupation contract?.....	23
What happens if the only contract holder dies but there is a wife, husband or partner wishing to remain? .....	24
What happens if the only contract holder dies but a family member wishes to succeed? .....	25
Can under 18's succeed a property? .....	28
Nobody under the age of 18 may succeed to the contract or property. ....	28
What if more than one person is eligible to succeed an occupation contract? ..	28
What happen if there is no NOK or executor? .....	29
Considerations .....	29
2.8 Contract Transfer (Assignment).....	29
Who can a contract holder transfer to? .....	30
How does a contract holder apply to transfer their occupation contract? .....	30
What do I do once an application has been received? .....	30

How do I complete a contract transfer? .....	31
Can I refuse a contract transfer request? .....	31
What do I do with the paperwork and TMI? .....	31
2.9 Contract Transfer (Mutual Exchange) .....	32
How do contract holders find another contract holder to exchange with? .....	32
How do contract holders apply to mutual exchange? .....	32
What do I do when I receive a mutual exchange application form? .....	32
What checks need to be completed? .....	33
Under what circumstances can I refuse an exchange? .....	33
What happens at the property transfer inspection? .....	34
How does the mutual exchange to take place? .....	34
What happens on the day of the transfer appointment? .....	35
What happens after the appointment? .....	35
Considerations .....	36
2.10 Decants .....	36
How do I know if a decant is required? .....	36
How do I arrange a decant? .....	36
What happens with rent? .....	37
Ending the decant .....	38
Considerations .....	38
2.11 Lodgers .....	38
2.12 Subletting .....	39
How is subletting identified? .....	39
How do I investigate subletting? .....	39
What action can I legally take against a contract holder subletting? .....	40
Considerations .....	40
2.13 Trespasser (Unauthorised Occupants) .....	40
What happens if the occupier is a spouse? .....	41
What happens if the occupier is a cohabitant? .....	41
What if the occupier does not meet the above criteria and has permission from the contract holder to remain? .....	41
2.14 Trespassers (Squatters) .....	42
What do I do if I am advised that a property is being unlawfully occupied? .....	42
What happens if the squatters fail to leave by deadline? .....	42
2.15 Animal and Pets .....	43
2.16 Abandonment .....	43
What do I do if abandonment reported? .....	43
What do I do if contact is made with the contract holder? .....	44

What if there are occupants in the property? .....	45
What do I do if there are items in the property on lock change? .....	45
What do I do if there are pets in the property? .....	46
What happens if contact is made by the contract holder after the property has been cleared? .....	46
What happens if only one contract holder of a joint occupation contract has abandoned? .....	46
Contract holders ending the joint contract holders' contract .....	47
Considerations .....	48
2.17 Temporary Absence .....	48
When can we provide temporary absence permission? .....	48
Can anyone stay at a contract holder's property whilst they are absent? .....	48
Does imprisonment of a contract holder bring their occupation contract to an end? .....	48
Does a contract holder entering residential care bring their occupation contract to an end? .....	49
What do I do upon notification that a contract holder has entered residential care? .....	49
2.18 Occupation contract Fraud .....	49
What do I do if I believe someone is committing occupation contract fraud? ....	49
What do I do if I have evidence to confirm occupation contract fraud has been completed? .....	50
Further considerations .....	50
2.19 Business Use Permissions .....	50
How does a contract holder apply for permission? .....	50
What investigations are required? .....	50
When can I approve a request to run a business? .....	51
What if I discover a contract holder is running an unauthorised or unsuitable business? .....	51
2.20 Case Conferencing .....	51
How do I know if a case conference is required? .....	52
How do I set up a case conference? .....	52
Further recommendations .....	52
2.21 Alterations & Improvements .....	52
2.22 Condition of Property/ Hoarding / Gardens .....	54
Identifying issues .....	54
What if I complete a home visit and the concern raised is valid? .....	55
What if the property is a fire risk? .....	56
Considerations .....	56
2.23 No Access/ Gas Servicing / Electrical Compliance .....	57

Electrical & Gas Panels .....	57
What should be done prior to the gas appointment to maximise access rate? .	57
What happens if a contract holder does not keep to their initial gas servicing appointment? .....	58
Legal Escalation .....	58
What do I do after Notice has been served? .....	59
Pre-Court .....	59
2.24    Homeseeker Matrix as of 2022 .....	59
2.25    Schedule 8: Estate Management Grounds .....	59
APPROVAL OF REDEVELOPMENT SCHEMES FOR PURPOSES OF GROUND B .....	62
<i>Approval of scheme and of variation of scheme</i> .....	62
2.26    Schedule 6: reasonableness to withhold consent .....	64
2.27    Schedule 10: Orders for possession on discretionary grounds, etc: Reasonableness .....	65
Possession Claims: Powers of court in relation to Absolute Grounds .....	66
2.28    Letters / Applications / Investigations Forms .....	67
Document Control .....	71
Glossary	

Homeswapper	
CHM	Community Housing Manager
ILO	Independent Living Officer
CHO	Community Housing Officer
Hoarding	<p><b>Hoarding</b> disorder is a persistent difficulty discarding or parting with possessions because of a perceived need to save them.</p> <p>A person with <b>hoarding</b> disorder experiences distress at the thought of getting rid of the items. Excessive accumulation of items, regardless of actual value occurs.</p>
NOK	Next of Kin
RHWA	Renting Homes Wales Act, 2016
RHW23	Notice Seeking Possession Form
RHW10	Previously known as 'Deed of Assignment'
Contract Holder	Previously known as 'tenant'

Occupation Contract	Previously known as 'tenancy agreement'
Secure Contract	Previously known as 'Assured tenancy'
Introductory Standard Contract	Previously known as 'Assured Shorthold Tenancy'
Supported Contract	Contract for Support Accommodation
Prohibited Conduct Standard Contract	To be considered for ASB breaches. Similar to the previous 'Demoted tenancy'
Contract Transfer	Previously Assignment or Mutual Exchange
Estate Management Grounds, <i>Schedule 8</i>	Grounds on which a landlord can make a possession claim
Schedule 6:	Reasonableness to withhold consent
Schedule 10	Orders for possessions on discretionary grounds: Reasonableness
Section 157	Breach of contract including: Tenancy Fraud, No Access, Anti-Social Behaviour (Section 55), Condition of Property, Sub-letting

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## **1 What does this Procedure cover?**

The Contract Management Procedure will provide a clear and direct guide for staff to refer to when dealing with many different aspects of contract management. It will help to ensure all regulatory and legal requirements are met, helping to ensure our Occupation Contracts are managed effectively and consistently.

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### **1.1 Why do we need this Procedure?**

The procedure will enable and support staff to make clear, consistent and effective decisions on all aspects of contract management and will help staff document the processes of contract management tasks. The guidelines will support staff in the decision-making processes involved when dealing with contract holders that may encounter or require changes to their occupation contract.

The procedures and guidelines will determine the levels of responsibility various departments have for the actions and stages of the contract management process.

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### **1.2 What else should I refer to?**

In addition to this procedure, you should refer to the contract holder's original occupation contract, the contract management policy and any relevant training instructions. Please also consult:

- Contract Management Policy
- Anti-social Behaviour Policy
- Estate Management Policy
- Animal & Pet Policy
- Safeguarding Policy
- Homeseecker Allocations Policy
- Recharge Policy
- Adaptations Policy
- Case & Contact Management Procedure
- Void & New Allocation Procedure
- PEC Guidance
- YODA Training Guides
- ASB Procedure
- EWS Procedure
- Estate Management Procedures
- Safeguarding Procedures
- Occupation contract Support Procedures
- Money Solutions Procedures
- Recharge Procedures
- Adaptations Procedure



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## 2 Procedure

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### 2.1 General

When a contract holder makes an enquiry which will require consent / permission from Bron Afon, all requests need to be put in writing.

#### **Requests for consent (IE: applications)**

**Timescales:** As soon as we are made aware of a request for consent from the contract holder, our 1 month decisions deadline starts.

Any further information needed when considering applications / requests has to be requested from the individual within 14 days. Once this information is received back from the contract holder, the 1-month decision timescale restarts.

***\*Please note\**** whilst there is a 14-day timescale to request this information, there is no time limit on the contract holder / applicant providing what we have asked for. Therefore, the officer dealing with the request will be responsible for pro-actively contacting the applicant / contract holder to ensure they still wish to continue with the request.

***Phone-calls:*** if a contract holder requests consent over the telephone, we require a request for consent to be put into writing. Therefore, please continue to post out application forms as necessary and once the applications are received, the 1-month decision countdown starts.

***Written contact (Emails, letters, social media, text messages):*** once these are received from the contract holder and they are making a request where consent is needed (EG: asking to add someone to the contract), this is the contract holder putting the landlord on notice of a request for consent as it has been put in writing. As such, the 1-month decision deadline has started. The officer dealing with the enquiry won't issue an application, but will set up a TMI and either deal with directly as the CHO, or will be assigned to the area housing team as needed.

The only times this will differ are where:

- Mutual Exchange enquiries – an application should still be issued to the individual requesting this

**Support** - Staff will be supportive of vulnerable contract holders that may be affected with any of the processes documented in this procedure. The processes should be clearly explained and if support need is identified the appropriate referral should be made e.g. Internal support services, Afon Support, Torfaen Mind, Age Concern, Citizen Advice Bureau etc.

**Safeguarding** - If safeguarding concerns raised, staff should refer to the Safer Communities Team, and where appropriate, additional support agencies including Bron Afon's internal support team, Social Services, Police, Safeguarding team. – Please refer to guidance documents for further detail.

**Contact and Case Management** - Throughout the process of dealing with contract management, all contact relating to the case should be recorded on the relevant systems (YODA & EDM) to ensure there is a robust case management system in place in order to provide complete and accurate records. This includes creating a TMI for each Contract Management request / issue identified. All information and decisions need to be communicated to the contract holder in writing, where applicable throughout the management of the case, and once a resolution has been finalised.

**Service Continuity** - If a member of the Community Housing team dealing with an ongoing contract management issue is going on planned leave, they will need to contact those involved and advise of their return date. An alternative contact name must be provided should anything occur during the 'officer dealings' absence that requires action.

**Unexpected Absence** - The manager of the service area will need to ensure the management of cases are picked up for those that have to take unexpected leave. Colleagues will be expected to support each other in such instances to ensure continuity of service. This includes a system of ensuring the area inbox on Yoda is continuously monitored to ensure all requests are picked up in an adequate timeframe.

**Home visits** - The employee warning database must be consulted before any home visits required are made. The advice of the warning marker or the Safer Communities Team must be followed unless there is an agreement for the warning flag to be removed.

**SLA's** - Customer SLA's must be agreed at the outset. This will include setting the frequency and method of future contact. This can be changed throughout the case as required and confirmation should be provided to the contract holder once these agreements have been made, along with updating the contact frequency on the TMI.

Initial contact following the report of a contract management issue should be selected as:

- Where there is an urgent / emergency request, this will be prioritised as a **same day response**
- within a **5-day** response for those deemed to have high priority  
*(Persons who express any vulnerability and waiting could be detrimental to the complainant, the contract holders and/ or Bron Afon)*
- within a **10-day** response for all other reports or applications.

If further information is required when an application has been submitted, you must request this information within **14-days** of the business receiving that application. You cannot request additional information after this timescale.

If no additional information is required, a definitive decision must be issued, in writing, within **1 month** of the request.

If this is not completed, and the response is not dealt with within 1 month of the business receiving the application, then this will be deemed as assumed consent for

their request.

- **Customised response:** If the customer requests a specific response outside of the above categories e.g. as they are going on holiday.

Serious issues or concerns raised that require an immediate response must be raised directly with the Community Housing Officer (CHO) or team responsible prior to the log being assigned. A customer SLA should be set as per the CHO / team advice.

### **Notice, Court & Eviction**

If an issue requires escalating for occupation contract action, a notice must be raised on YODA. Please refer to the Anti-Social Behaviour Procedure for information on Notice, Court & Eviction processes.

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## **2.2 Types of Occupation Contracts & Ending Occupation contract Processes**

Under the RHWA, there are now 4 types of Occupation Contract that we, as a landlord, will use going forward. They include:

- Secure Contract (Converted)
- Secure Contract (New)
- Introductory Standard Contract
- Supported Contract
- Prohibited Conduct Standard Contract

The Pre-Tenancy Procedure contains detailed information relating to the different occupation contracts used.

**Any Day End of tenancies:** Please be aware that where a contract holder wants to end the entire contract, then the 4 weeks still stands, and will end 4 weeks from the date they advise us (EG: if they call on a Wednesday, it will end 4 weeks from that day).

As there is no requirement under Renting Homes for this to be put in writing, however it essential that a termination form is completed with a signature. If we receive this notification over the phone, the officer should take the relevant details and advise that whilst we can accept the notice, we also require the termination form to be completed (*withdrawal notice*) and then send out the notice to the individual. **Please ensure you date this form the same date that the phone call notification was received.** This should also be followed if the request is issued in writing to us. We can also promote self service via the website, where this form will also be pre-populated and will go to the new homes team.

Where an individual is unable to provide notice directly due to ill health / lack of capacity, we can accept a withdrawal notice from the Power of Attorney, however the individual must provide documentation to confirm that they hold this status before we can accept the notice.

The Void Procedure contains further information regards the standard ending occupation contract process with the ASB procedure detailing the eviction process. The ASB procedure also details guidance for court action and where approved to do so by the court, replacing the secure contract to a Prohibited Conduct Standard 666 Contract.

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## 2.3 Sole to joint contract



Sole to Joint RHA  
process map.pdf

### **Secure Occupation Contracts:**

Under [Section 49 of RHWA](#), a sole contract holder can request to have another person added as a joint contract holder. Bron Afon will allow up to four people to be listed as joint contract holders within one occupation contract.

#### **How can a contract holder apply to add a joint contract holder?**

Once a request is made, whether this is writing or over the phone, a TMI should be created. If the details are received by the Hub, then this should be assigned to the relevant Community Area Group on YODA. If this is received by the CHO, they will create this directly.

A Joint Occupation Contract proforma will also need to be completed. The Community Housing Officer (CHO) will have **14 days** from the date of the request to seek any additional information required in line with the proforma and to complete any necessary home visits. When a confirmation acknowledgement letter is issued following receipt of a request, the request for further information should be detailed within this letter.

Once this information is provided by the applicant, then the CHO has one month to provide a written outcome for the request, including the issuing an RHW10JCH form for all parties to sign if required.

If there is **no** additional information required for the investigation, then a full outcome decision will need to be provided in writing within **1 month** of the request being received by Bron Afon, including the issuing an RHW10JCH form for all parties to sign if required.

#### **Who can be added as a joint contract holder?**

A husband, wife, partner, carer or relative of the contract holder may be added as a joint contract holder.

#### **What eligibility checks are completed?**

A Joint Occupation Contract investigation form will need to be completed and the below investigated:

- Does the current contract holder have any breaches of contract, including rent arrears? Can these be cleared?
- Are there any legal notices on the existing contract?

- Can the proposed joint contract-holder evidence they have resided at the address for over 12 months?
- Have there been any previous conduct issues for the proposed joint contract holder?
- Is the joint applicant an existing contract holder of another Bron Afon property?

If all checks have passed then a home visit is required to complete a property inspection.

When considering a request that a person be made a joint contract-holder, under [section 84 of RHWA](#), Bron Afon may not:

- (a) unreasonably refuse consent, or
- (b) consent subject to unreasonable conditions.

What is reasonable is to be determined having regard to [Schedule 6 to the RHWA](#). This information should be considered, in addition to the circumstances below, which should also be taken into account when assessing a joint contract request:

- Whether the proposed joint contract holder is a suitable contract holder
- The nature of the relationship to the contract holder and whether they are a family member
- Whether the proposed joint contract holder is likely to become a sole contract holder in relation to the property
- Whether the proposed joint contract holder may, if not made a joint contract holder, would be eligible for succession status and would they be a priority or a reserve successor? *(for a reserve successor, this includes meeting residency status of living at the property for at minimum of 12 months).*
- Whether permitting the request would lengthen the time of the contract as a result
- Whether the proposed joint contract holder is likely to comply with the contract
- Whether the proposed contract holder has complied with previous contracts
- Whether if a request to transfer (assign) the contract to the proposed contract holder would have been permitted or not

### **Do I need to complete any property checks?**

A home visit should be completed to ensure the property is to an acceptable standard and there are no breaches of contract with regards to its condition. During this visit, the details listed on the application should be checked and a discussion held with the contract holder that they are happy to proceed with the application.

### **Should I provide any advice to the applicant?**

The contract holder and proposed joint contract holder should be advised to seek independent legal advice; however, it is not mandatory that they do this. It is important that we do make clear that a withdrawal from the contract by either party would mean that the remaining contract holder(s) will be liable to fulfil every obligation owed to the landlord under the contract.

### **How do I sign up a joint occupation contract?**

If you are satisfied the criteria for a joint occupation contract is met:

- Provide confirmation of the outcome in writing

- Provide a copy of the [RHW10JCH](#) form, to be signed by both parties and the landlord. A New Contract will not need to be issued to the newly Joint party, but they should be issued with a copy of the originating contract that was initially issued to the sole contract holder. This cannot be edited and will need to be issued in its current form
- Issue an [RHW2](#) form.
- Issue the most recent gas and electrical safety certificates.

They should be reminded to report their change in circumstances to TCBC (for example Housing Benefit section) and any other relevant organisation (for example DWP UC claims).

If the criteria has not been met, it is advisable that a discussion is held with the contract holder around the reasoning, and a letter detailing the conversation must be sent before resolving the request.

### **What do I do following the signing of the contract?**

On completion of the sign up, please refer to the TMI guide for Sole to Joint requests for steps on account completion, and notification to rent accounts.

The Documotive system will also need updating with the joint name before paperwork is scanned on and the new occupation contract should be filed with the original occupation contract.

### **Considerations**

- A Joint contract should not be approved if there is a suspended possession order (SPO) in place in case this voids the order in relation to the contract.
- Joint contract holders are jointly and severally liable for adhering to all contract conditions
- One joint contract holder cannot exclude another from occupying the property without a court order.
- Under a converting secure contract, if one joint contract holder leaves the property, it does not end their right to occupy the property and therefore they can return at any time, unless they provide withdrawal notice. However, under any contract signed from 1<sup>st</sup> December, if a joint contract holder does not use the property as their only principal home, then steps can be carried out to remove that party from the contract.
- If one joint contract holder provides notice to withdraw, the remaining contract holder will become the sole contract holder for the account and remain liable for any outstanding breaches of the contract (EG property condition issues) and arrears on the account.
- Entitlement to housing benefit or universal credit may be affected.
- Up to four people can be listed as joint contract holders on one occupation contract.

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## **2.4 Joint to Sole Contracts**



joint to sole RHA  
process map.pdf

[Under Section 111 of RHW](#), a joint contract-holder under a secure contract may withdraw from the contract by giving a “[withdrawal notice](#)” to Bron Afon. This notice period will be **one month**.

We will also accept the receipt of a court order requesting that one joint contract holder is removed. This must specify the date on which the joint contract holder intends to cease to be a party to the contract. In most circumstances, a contract holder is now eligible to remain in the property as a **sole** contract holder, providing they are not under-occupying the property.

A withdrawal notice received from a joint contract holder, no longer ends the entire contract for both parties. The remaining sole contract holder becomes solely liable for all aspects of the contract. However, an investigation form will need to be completed to identify any under-occupation concerns as per [RHW Estate Management Grounds](#).

The joint contract-holder must give a written warning to the other joint contract holders when he or she gives the withdrawal notice to Bron Afon; and a copy of the withdrawal notice must be attached to the warning.

Bron Afon must give a written warning to the other joint contract holders as soon as reasonably practicable after receiving the withdrawal notice, and a copy of the withdrawal notice must be attached to the warning. The joint contract holder ceases to be a party to the contract on the specified withdrawal date.

### **How is a joint to sole occupation contract applied for?**

Whilst there is no longer an application process for a Sole Contract Holder, a home visit will still need to be completed with the remaining contract holder(s) to ensure of no financial hardship and that they are not under occupying the property as a result of the joint contract holder withdrawing from the contract.

### **How do I know if a sole contract holder can remain at the property?**

A Contract investigation form will need to be completed.

The sole contract holder can remain providing:

- They meet the property criteria under the [Homeseeker matrix](#) and are not under-occupying the property (please see below section regarding under-occupancy).
- They consent to take on any remaining rent arrears from the joint occupation contract. We will also continue to contact the departing contract holder for any debt that was in situ up until the point of their departure.

Individual Vulnerabilities should be considered along with any extenuating factors, and support should be assessed and offered where required.

### **What happens when the contract converts to a sole occupation contract?**

For those cases where there is a straightforward agreement to transition to a sole contract, a notification is to be sent to rent accounts via the TMI following the expiry of the one month notice period. The joint occupation contract will cease following the one month notice period, the notification to rent accounts will trigger a new payment

card to be sent. A letter must also be sent to the remaining contract holder confirming the change in contract.

### **What happens if the remaining contract holder is under-occupying the property?**

If the outcome is that the remaining contract holder is under-occupying the property and therefore does not meet the required homeseeker matrix, they will be encouraged to seek alternative accommodation to meet their needs. During the investigation process, if it is established that the remaining contract holder is not eligible to remain, they should be encouraged to register with homeseeker, register with homeswapper for a transfer (exchange), or potentially direct matched to a suitable property. Please refer to the Joint to Sole process map.

The next step is to issue an [RHW23 notice](#) under Part D, Estate Management Grounds, Ground H (*further information of this can be found under Schedule 10*) and this notice can only be issued once the joint contract comes to an end.

- It must be issued within 6 months of the joint party's contract ending
- A support referral must be made
- Email Homeseeker advising of the notice being issued so that they can issue Priority Banding for under-occupancy

### ***Circumstances relating to Estate Management Ground H***

If the claim is made wholly or partly on Ground H, consideration also needs to be given to the following:

- The age of the remaining contract holder/s
- The period during which the remaining contract holder/s has occupied the property as their only principal home

During this period, monitoring of homeseeker should take place **weekly**, and the remaining contract holder contacted if it is established that they are not bidding on suitable properties. Once the RHW23 has been issued, as the notice is only valid for 6 months, you will have 5 months from the date this notice expires to start possession proceedings. Autobid should be requested one month after requesting priority banding, and this should be clearly communicated with the Contract Holder so that they are aware that this will be implemented should they fail to bid.

However, if they are engaging and actively bidding, then you may consider allowing the initial RHW23 issued to lapse after the 6-month timescale, and re-issue the notice. A case conference should be considered if the individual is not successful in their bids or have refused suitable properties.

During this meeting, a direct match should be considered in line with [Schedule 10](#) of the RHW, and considerations of suitable alternative accommodation. It is appropriate for 1 offer of suitable accommodation to be provided. All correspondence and offers of accommodation are to be appropriately recorded in yoda, including documenting any emails sent.

For Joint to Sole cases which may sit outside of the normal Homeseeker requirements, we may look to give consideration where a single person is required to



vacate their current property, as follows:

- Single person occupying 3bedroom property may be considered to downsize to a 2bedroom flat
- Single person occupying a 2bedroom house may be considered to move to a 2bedroom flat
- Single person is occupying a 2bedroom flat may be considered to remain at the property, subject to contract management investigations.

**\*Please note\*** This is not an exhaustive list of considerations. We will look at each case on their individual merit and work with the individual in question to reach a reasonable outcome. However, this may not always be the outcome hoped for as Bron Afon has to ensure that they are making the best and most efficient use of their housing stock.

### **What happens if the remaining joint contract holder fails to leave?**

If the remaining contract holder refuses to move to any suitable accommodation that is identified for them, including a direct match, then a possession order should be applied for with the court. Again, the timeframe for this application 5 month from the expiration of the RHW23 notice.

#### **Ending one part of a joint contract:**

There may be times where consideration may be given for a landlord to end one part of a joint contract. This may be due to:

- [One contract holder abandoning the contract](#)
- [One contract holder causing significant anti-social behaviour or prohibited conduct](#)

Further information on these processes can be found via the attached hyperlinks

#### **Court Ordered Request**

A court can order one contract holder to be granted the full occupation contract following relationship breakdown and this can be requested by one party of the joint contract. That individual will apply to the court directly, and will be responsible for gathering all evidence required. They will be requested to provide the landlord with notification of the intention to remove the joint contract holder, but you will be unable to remove to the joint contract holder form the system until the court order is provided.

#### **Under what circumstances can a Court Order be made?**

Courts can order an occupation contract be transferred under the [RHW Act Section 251: Family Property Order](#):

For the purposes of this Act a family property order is an order under—

- section 24 of the Matrimonial Causes Act 1973 (c. 18) (property adjustment orders in connection with matrimonial proceedings),
- section 17 or 22 of the Matrimonial and Family Proceedings Act 1984 (c. 42) (property adjustment orders etc. after overseas divorce),
- paragraph 1 of Schedule 1 to the Children Act 1989 (c. 41) (orders for financial relief against parents),

- Schedule 7 to the Family Law Act 1996 (c. 27) (transfer of Occupation Contracts on divorce or separation),
- Part 2 of Schedule 5 to the Civil Partnership Act 2004 (c. 33) (property adjustment orders in connection with civil partnership), or
- paragraph 9 or 13 of Schedule 7 to that Act (property adjustment orders etc. on overseas dissolution of civil partnership).

An order under Schedule 1 to the Matrimonial Homes Act 1983 (c. 19) (as it continues to have effect because of Schedule 9 to the Family Law Act 1996) is also a family property order.

The court will decide which party is assigned the occupation contract, can give an order if the contract is in rent arrears and the transfer will be effective from the date on the court order.

### **Will the court ask our opinion before granting an order?**

The court should provide an opportunity for us to submit reasons as to why an occupation contract should not be transferred to a requesting contract holder before granting any order.

When requested, a report with your recommendations should be submitted considering the rent account, any known issues with domestic violence, the general conduct of the contract and whether there are children in residency and if so, if they are in the sole care of either joint contract holder.

### **What do I do if the court grants an order?**

On receipt of a court order for sole occupation contract, before completing the relevant paperwork check:

- All contract holders are aware of the court order
- The contract holder obtaining the sole contract understands their responsibilities
- Any support needs are sign posted, referred or whether support is already in place

A letter confirming the removal of the joint contract holder as per the order should be issued to the remaining sole contract holder, and notification of the change sent to rent accounts via the TMI.

The name on the Documotive system will need to be changed and the court order should be scanned onto the Documotive file.

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## **2.5 Identity change request (Previously Name Change / Gender Change)**



Identity Change  
RHA process map.pc

Throughout the period of an occupation contract, there may be a requirement for a contract holder to change their identity e.g. personal preference, or following marriage / divorce.

### **How does a contract holder apply to change their name?**

If Bron Afon receive notification of a request to change their identity, An Identity Change proforma should be completed and along with any request for further information that may be deemed relevant. This includes relevant supporting documentation (for example any legal documentation for deed poll / marriage certificate). The CHO will need to complete an Identity Change Investigation form and process the request within 1 month.

On approving the request, the contract holder will need to issued with a letter confirming the changes of details and the date in which this has taken effect from.

If documentation has not been provided, but is necessary, then an acknowledgement letter should be sent the contract holder along with a requested for further information. This should be sent within 14 days of Bron Afon receiving the request. If it is not sought within this time, then you are unable to request it after at a later date.

If a decision is not made and provided in writing within the 1 month timeframe of the request being received, then the request is automatically approved and considered assumed consent.

### **How do I change a contract holder's name?**

A TMI must be completed with the investigation forms and proofs uploaded and notification can be sent through to rent accounts via the TMI process.

Documotive will need to be updated to reflect the new name and all relevant paperwork before the documentation is scanned on.

Written confirmation that the change has been completed will need to be provided to the contract holder within 14 days of their application.

### **What if the contract holder is under a court order or a live notice?**

We will be required to follow the above steps, however in addition we will need to make a court order amendment application to the court.

### **Can I refuse to accept a change of name request?**

You are only permitted to refuse to complete a change of name request if the relevant supporting documentation has not been provided in circumstances where there is a change via deed poll and or marriage certificate.

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## **2.6 Addition/ Removal of Occupants**



Add occupant RHA  
process map.pdf

Throughout the course of an occupation contract, it is likely that occupants of the property may need to be added or removed.

### **How does a contract holder request a change to occupant?**

If Bron Afon receive notification of a request to Add/Remove Occupant, a proforma will need to be completed with a request for any further information. This should be completed within 14 days of the request being received.

### **What checks need completing?**

This initial process will sit with the Customer Hub and on receipt of the request, checks will be needed to confirm that the proposed occupant is not an existing contract holder of Bron Afon, along with a check that an addition to the household would not create overcrowding. This can be confirmed by checking the Maximum Occupancy information listed on YODA against the property. If it is identified that this would create overcrowding, this application and TMI will be passed to the CHO.

If there is any concern with the occupant, the officer may wish to complete any relevant further investigations, and this must be completed within 14 days of the request being received.

If the proposed occupant is an existing contract holder, they can be added as an occupant to the property however they should provide four weeks withdrawal notice on their named occupation contract. If they fail to provide notice, enforcement action should be considered in relation to abandonment / not using their property as their only principal home.

If approving the request would result in the property becoming overcrowded, the application [should be refused](#) in line with considerations for Fitness For Human Habitation, and this decision confirmed to the contract holder in writing within 1 month of their request, with advice given to seek larger accommodation.

### **How do I add an occupant to the system?**

A TMI will need to be created, and once approved:

in the description box on the front page of your TMI, put the exact details of what you want Rent Accounts to do and from when.

Fill in the Outcome to say Approved, this sends an automatic trigger to Rent Accounts giving them a link to your TMI with your description on the front page.

Fill in the Outcome date.

Fill in the Resolution Date to deactivate the TMI

Confirmation of the addition of occupant should be given to the contract holder in writing, and if no further investigation was needed, the letter needs to be issued within 1 month of the receipt of application. Advice should also be given to contact Torfaen Council and any other relevant organisations of the addition to the household.

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## 2.7 Deceased Contract holders/ Succession



Deceased contract  
holder RHA process

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When a contract holder passes away it is important to identify whether the occupation contract will be ended, or if someone wishes to succeed to the occupation contract.

### How do I know a contract holder has passed away?

TCBC provide us with a weekly report of those that have passed away, and we receive reports from family members, friends, neighbours, or agencies.

Upon the death being reported to us, it's important to obtain as much detail including name and address of deceased contract holder, name and contact details of the person dealing with the estate, and the intentions with the occupation contract.

### What is the process for ending the occupation contract?

[Under Section 155 of the RHWA](#), if the deceased is a sole contract holder; there is no one wishing to succeed the occupation contract; and there has been no transfer of contract under a family property order, the contract will end **one month** from date of the death. However, if an authorised person (namely a contract holder's personal representatives, or occupiers of the dwelling over the age of 18) notifies Bron Afon of the death, and you have had sight of a death certificate, the account can be resolved earlier than the one-month time frame, providing the contents of the property are removed fully in that time.

The keys to the cleared property should be returned to Bron Afon at the earliest opportunity by the contract holders' personal representative, with the family's expected key return date recorded where possible. It is important to make clear the rent account will continue to run until the keys are handed in with any housing benefit / universal credit entitlement ceasing from the contract holders date of death.

Once keys are returned, a key receipt must be completed and the property should be voided, unless the person returning the keys does not have appropriate authorisation to end the account.

Any debt on the account, including the cost of any property recharges, will be reclaimed by the Community Housing Team from any estate left by the contract holder. If no estate is left, or if the estate does not cover the full debt, the family should put this in writing and advised that they themselves will not be liable for debt repayment.

In some circumstances, family members/ friends dealing with the estate may require a referral to the Support Service who may be able to assist with any part of this process.

If keys are not returned and the notifiers are taking longer than the one month permitted to clear the property, anything remaining in situ can be classed as trespassing and can be removed by the landlord.

If Bron Afon have had sight of the death certificate, there is no longer a need to contact the Public Trustee as the contract will automatically come to an end after one month and a lock change can then be issued. Before taking this step, a discussion should be held with the CHM to confirm that a lock change can take place and a proforma completed to ensure that all steps of contact have been made. Rent will continue to be payable within this time and will need to be reclaimed from the estate.

### **Who is eligible to succeed?**

[Under Section 74 of RHWA](#), a total of 2 successions to a contract can be allocated, and there are *two* forms of succession applicants that can be applied. To establish which succession allocation is the right one, you will need to understand the current succession status of the deceased.

#### **Priority Successor:**

A person is a priority successor of the contract-holder if:

- he or she is the spouse or civil partner of the contract-holder, or lived together with the contract-holder as if they were spouses or civil partners, and
- he or she occupied the dwelling as his or her only or principal home at the time of the contract-holder's death.

**For new contracts signed after December 1<sup>st</sup> 2022, where the sole contract holder is the deceased, the remaining spouse or civil partner can apply to succeed as a '*priority successor*'.**

**For existing contracts that converted on December 1<sup>st</sup>, 2022, if the deceased had previously succeeded to their contract as a spouse or civil partner under a statutory succession provision, then only 1 succession allowance would remain. Therefore, the remaining spouse or civil partner applying to succeed after December 1<sup>st</sup>, 2022, can only do so as a '*Reserve Successor*' as the only remaining succession allowance, as the deceased contract holder would have been considered a '*priority successor*'.**

#### **Reserve successor: family member: \*The individual must be a family member or Carer to meet reserve succession criteria\***

A person is a reserve successor of the contract-holder if:

- he or she is a spouse or civil partner and/or lived together as if they were spouse or civil partners,
- he or she meets the '*family member condition*' where the individual is that person's parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew, niece, or carer.
- he or she occupied the dwelling as his or her only or principal home at the time of the contract-holder's death

A person meets the '*basic residence condition*' if throughout the period of 12 continuous months ending with the contract-holder's death:

he or she occupied the dwelling, or  
he or she lived with the contract-holder.

**Reserve successor: Carer:**

A person is a reserve successor of the contract-holder if:

- he or she meets the carer condition
- he or she occupied the dwelling as his or her only or principal home at the time of the contract-holder's death, and
- he or she meets the carer residence condition (detailed below)

A person meets the carer condition if at any time in the period of 12 months ending with the contract-holder's death he or she was a carer in relation to:

- the contract-holder, or
- a member of the contract-holder's family who, at the time the care was provided, lived with the contract-holder.

A person meets the carer residence condition, providing they can prove they lived at the property during this time, if:

- he or she occupied the dwelling, or
- at the time of the contract-holder's death there was no other dwelling which the person was entitled to occupy as a home.

“Carer” means a person who:

- provides or intends to provide a substantial amount of care for another person on a regular basis, and
- does not provide or will not provide that care because of a contract of employment or another contract with any person.

A person does not provide care because of a contract merely because he or she is given board or lodging or because he or she may become qualified to succeed as a reserve successor.

***Points to check when considering if someone may meet carer status:***

- were there adaptations in the deceased's property?
- Were support or social services involved with the deceased?
- Any known health issues of the deceased whereby a carer would provide substantial care for this?
- Did the deceased receive single person discount or council tax, therefore implying they lived alone
- What evidence of the above has been provided by the succession applicant

**\*Please note\***

**For transitioning contracts that converted on December 1<sup>st</sup>, 2022, if the deceased had previously succeeded to their contract as a *family member*, then the succession rights would start a fresh. As such, their spouse or civil partner could apply as a *Priority Successor* and the family member / carer can do so as a ‘Reserve Successor’.**

**What if the occupation contract is a joint occupation contract?**

**As per the occupation contract agreement, the surviving contract holder will automatically become a sole occupation contract holder. This then allows for 2**



further successions to be permitted if the sole contract holder dies after December 1<sup>st</sup> 2022.

For the deceased contract holder to be removed from the occupation contract, the sole contract holder will be required to produce a copy of the death certificate for the CHO to have sight of this, and confirmation of the amendment to a sole contract will be confirmed in writing see [Condolences Survivorship RHA.docx](#). **There is no need to issue a new occupation contract nor an amendment form.** A property inspection should also be carried out to ensure that there are no concerns.

Rent Accounts will need to be notified of the change in the same way a Joint to Sole request would be issued, and joint contract holder should be terminated from the date of death.

If the sole contract holder does not wish to continue with the occupation contract, they should be advised to provide four weeks withdrawal notice in writing.

### **What happens if the only contract holder dies but there is a wife, husband or partner wishing to remain?**

A spouse or civil partner that was living with the contract holder at the time of death will be treated as a joint contract holder. In cases where someone advised they were 'living as if' they were spouses or civil partners, it would be reasonable to consider the following as part of your investigation (*though this is not an exhaustive list*):

- Whether there are any children
- Whether there are any joint finances
- Whether there are any joint benefit claims
- What the electoral register says
- What you know of the CH
- Whether there is a single person council tax claim

For Succession to be considered, a property inspection should also be carried out to confirm the above details with sight of relevant proofs as needed.

If granted, a letter confirming the outcome will need to be issued to the priority successor, with a copy of the original contract holders' contract, along with an [RHW2](#) form and a copy of the most recent gas and electrical certs.

- The TMI will need to be updated with the relevant details.
- The existing rent account should be closed with a new rent account created. The date in which this is actioned depends on when notification of death was received and when succession status was determined.

**Example 1:** If we are notified of a potential succession 'two days' after the CH's date of death, and the succession investigation is completed by day 21, then the succession will take effect from the date we were notified. A new rent account should be set up on YODA, and the old rent account will be closed down. However, if the investigation process takes Approx 6 weeks, then the original account will remain active during this time, and will then be backdated once the succession investigation is complete.



**Example 2:** If we are notified on day '37' of a potential succession, and succession is granted following investigation, then the new account start date will be one month from date of death. Again, a new account would be set up on YODA for the new successor and will commence one month from date of death.

- A new rent payment card should be issued.

### **What happens if the only contract holder dies but a family member wishes to succeed?**

If a contract holder is not married and there is no partner living with the contract holder at the time of death, a 'reserve successor' (family member, or person living with the contract holder who was providing care) can apply to succeed via the Succession application form, providing they can prove they were living with the contract holder 12 continuous months prior to the date of their death.

On considering an application, you should check:

- Relationship to deceased contract holder  
(Family members that are considered include parent, grandparent, child, step-child, grandchild, brother, sister, aunt, uncle, nephew, niece or carer)  
Proposed Successor meets property criteria as per the Homeseeker matrix

On this basis, the applicant should at this stage be treated as a joint contract holder. The account will continue to run, until a decision is made as to whether the applicant is successful. **\*PLEASE NOTE\*** Existing arrears cannot be taken into consideration for succession. Despite the 'potential successor' being treated as a joint contract holder, they wouldn't become liable for the arrears as a JCH only becomes liable for the obligations of the contract from the date they were added.

A '[Letter confirming Investigation for Succession](#)' should be issued to the applicant, detailing the current rent amount being charged that they are liable to pay which should commence from notification of the deceased's date of death. These payments will then be transferred to any new rent account, should the succession be successful.

An investigation should be completed with the applicant to establish if they will be a priority or reserve successor, and it is important to investigate any factors that may be raised following the investigation before a decision on succession is provided e.g., declaration of a conviction, vulnerabilities of the applicant.

This letter and a request for further information must be issued within **14 days** of the deceased notification being received. If this is not completed, then you will be unable to seek further information passed this timeframe. If no further information is required, but you also fail to provide a decision / outcome in writing within 1 month of receiving the application, then assumed consent will be allocated and the applicant will automatically become a contract holder.

Please be aware that there is no timescale on when the proposed successor should provide this information under Renting Homes Guidelines. Therefore, it is important

to continue contact with them throughout the investigation period to ensure they are providing this as early as possible.

If payments are received during a 2 month period from the deceased's date of death (this could be just 1 payment during this time), and the applicant has not provided the information requested by the CHO by week 6/7 of the investigation, then it is advisable at this stage to treat the applicant as a trespasser until further evidence is received.

A 'Trespass' Account should be created in order to capture relevant payments and any court costs incurred. You can then apply to court to start possession proceedings to recover the property.

This will safeguard Bron Afon from the applicant inadvertently becoming an occupation contact holder and will mean Bron Afon can continue to accept payments until a decision is made on the succession status.

If no contact is made and payments are received from an applicant for 8 weeks or more with no action started by Bron Afon, then there is risk of the individual becoming a contract holder in their own right after the 8<sup>th</sup> week, as Bron Afon will have been aware that they are residing at the property and are accepting payments from them. Under Renting Homes, you are considered to '*ought to reasonably know who is residing at the property*'.

Once the information is received and you are satisfied the individual meets succession criteria, you can cancel your claim with the court. If the information is not received, or does not meet eligibility status, then the possession claim can continue to run on, and you will continue to seek possession of the property on the grounds of that the individual is a trespasser.

If the outcome of the investigation is for Succession to be granted, a letter confirming the outcome will need to be issued to the successor detailing that they are a reserve successor and that no further successions can be issued moving forward, with a copy of the original contract holders' contract, along with an RHW2 form and a copy of the most recent gas and electrical certs.

- The TMI will need to be updated with the relevant details.
- The existing rent account should be closed. The date in which this is actioned depends on when notification of death was received and when succession status was determined.

**Example 1:** If we are notified of a potential succession '*two days*' after the CH's date of death, and the succession investigation is completed by day 21, then the succession will take effect from the date we were notified. A new rent account should be set up on YODA, and the old rent account will be closed down. However, if the investigation process takes Approx 6 weeks, then the original account will remain active during this time and will then be backdated once the succession investigation is complete.

**Example 2:** If we are notified on day '37' of a potential succession, and succession is granted following investigation, then the new account start date

will be one month from date of death. Again, a new account would be set up on YODA for the new successor and will commence one month from date of death.

- A new rent payment card should be issued.

### **What if the succession application fails?**

If the decision is that the succession application is refused, then please close the existing rent account, and create a 'Trespass' Account.

**Example 1:** The original contract will end on the date we were notified of a possible succession. The 'Trespass' account should be set up and backdated to the date we were notified of the possible succession. This will allow us to track payments and, should they refuse to leave, allow us to begin court action and allocate any court costs necessary.

**Example 2:** If we are notified of a succession after 30 days, and it fails, then as above, the Trespass account will begin one month after date of death.

### **Where the Applicant can succeed the contract, but is under-occupying:**

Where the successful applicant can succeed the contract, but not the property, the standard succession process should be completed with the addition:

- Of a Disclaimer requiring signature by the successor to confirm they will register and actively bid on Homeseeker in order to find a more appropriate property.
- A support referral made to assist with the registration and bidding process due to under-occupancy.
- An email to Homeseeker confirming the under-occupancy of the property for priority banding to be issued
- A review check to be completed weekly to ensure successor is actively bidding
- A review check should be completed at 5 months with a case conference with a CHM to consider if a direct match may be appropriate
- A review check completed at 6 months to serve an RHW23 form (Notice before making a possession claim) based on [Estate Management Ground G](#) (Under-occupation grounds for Reserve Successor) as the dwelling is more extensive than reasonably required. Possession claim needs to be started within 6 months of the RHW23 being served.
- If bidding is not taking place, the individual should be placed onto autobid after 1 month, and this should be communicated with the individual throughout the investigation and confirmed to them in writing.
- As part of the considerations prior to a possession claim being issued, you must show that suitable alternative accommodation has been offered. Again, a proforma should be amended and signed off at this stage when discussing the suitability of offering a direct match. If, following these steps, the successor is not actively seeking or has failed to obtain alternative accommodation and refused a suitable direct match, then possession proceedings should be started.

If it is decided a Direct Match is required, then we may allow the following:

- Single person downsizing from a 3bedroom property will be considered for a 2bedroom flat
- Single person downsizing from 2bedroom house may be considered for a 2bedroom flat
- Single person downsizing from a 2bedroom flat may be considered to remain

This will allow Bron Afon to make best use of their housing stock. For decisions to be made, consideration should also be given to contract sustainability and a property inspection should be carried out to ensure that there are no issues with property condition.

### ***Circumstances relating to Estate Management ground G:***

If the claim is made relying wholly or part on Ground G, please ensure the below is considered before issuing a notice for possession proceedings:

- the age of the contract holder who succeeded
- The period during which the contract holder has occupied the property as their only principal home
- Any financial or other support given by the contract holder to the contract holder who died (or, if the contract holder who died was the successor of an earlier contract holder, to that earlier contract holder)

If there are occupants in the property that have not applied for succession within 1 month from contract holders' date of death or after a succession application has been refused, they should be asked to leave by an agreed date and if they fail to leave, then court proceedings should begin due to treating the occupant as a 'Trespasser'.

It is important to understand the data that we hold on the system. If the CHO is aware of other occupants in the property who may be eligible to succeed but have not completed the form within the allotted time, then contact will need to be made to discuss this option, as that individual may have the right to succeed, and it is important to not actively create homelessness of that individual.

### **\*Please note\***

If payments are received from an individual who is remaining at the property and accepted by Bron Afon for 8 weeks or more, then they become a contract holder after the 8<sup>th</sup> week, as Bron Afon are aware they are residing at the property and are accepting payments from them. If, within this 8-week period, the repossession of the dwelling process has already started with the relevant notices provided, then the individual will not be considered a contract holder after the 8<sup>th</sup> week.

### **Can under 18's succeed a property?**

Nobody under the age of 18 may succeed to the contract or property.

### **What if more than one person is eligible to succeed an occupation contract?**

Preferably, those involved would agree between them who is eligible to succeed and who will take on the contract. If this does not happen, Bron Afon may decide who will succeed into the occupation contract; any views previously expressed by the contract holder will be taken into consideration. If the remaining individual eligible for

succession is not happy with this decision, they can apply to dispute this with the court.

### **What happen if there is no NOK or executor?**

If you are not aware of any NOK or executor, you will be able to make an enquiry with Probate Registry to assess if a grant for Probate has been taken out -

<https://probatesearch.service.gov.uk/>

If family members or friends that wish to deal with a person's estate where a Will was not left, they can apply for probate –

<https://www.gov.uk/wills-probate-inheritance>.

If granted probate, they should be advised of the termination of the contract process and an expected key return date should be agreed.

If there is no NOK, no executors, no one wishing to apply for probate or no one entitled to apply for probate, the contract will automatically end one month after the date of death. Items in the property will be stored for 7 days and it is important to ensure all contact with any external agency is made, to confirm any other NOK.

### **Considerations**

If a contract holder dies owing rent arrears, these do not become the responsibility of a successor unless there is a live court order in place at the time of the contract holder's death, in which case the successor is bound by the terms of the order and the Community Housing Team will need to write to the court to advise them of the change in occupation contract name.

A warrant for eviction can be applied for should the successor breach the order.

Garage licences cannot be succeeded to however we may consider providing a successor with their own license on a garage formally let by the deceased contract holder if the demand in the area is low.

If a qualifying successor is currently in prison, contact should be attempted with the Prison Housing Welfare officer regarding the length of time left on their sentence. If this is under 13 weeks an application for succession can be considered.

Remaining joint contract holders should be supported to find alternative accommodation if their property is specialist or adapted and the remaining joint contract holder does not meet these needs.

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## **2.8 Contract Transfer (Assignment)**



Contract Transfer  
Assignment RHA proc

[Under Section 69 of the RHWA](#), a Contract Transfer is a way an occupation contract can be legally transferred from one person to another.

A contract transfer can only be granted to a 'potential successor', a person eligible to succeed the contract, and can only be completed once, therefore, once it has been transferred, it cannot be transferred again.

### **Who can a contract holder transfer to?**

Contract Transfers can only be permitted for Secure occupation contracts when the contract has not been succeeded from someone else, the proposed contract holder is over the age of 18 and:

- Is a priority successor (A husband, wife or partner; *partner refers to man and woman living together as husband and wife and same sex partner living together whether or not they have also registered as civil partners*)
- Is a reserve successor (A member of your family who has lived with you for the last 12 months; *parent, grandparent, child, step-child, brother, sister, aunt, uncle, niece, nephew or carer*)

A joint contract holder can also transfer their part of a joint contract, providing it meets the same conditions of the above.

### **How does a contract holder apply to transfer their occupation contract?**

A transfer application must be completed and returned to the Community Housing team with all relevant supporting evidence.

### **What do I do once an application has been received?**

The officer will create a TMI as per the TMI Guide. The CHO will have 14 days to request any additional information from the contract holder. Additional information cannot be requested once the 14 days has lapsed.

If no further information is required, then a decision to approve or refuse consent must be provided **in writing** within one month from the day the application was made. If a decision is not given in this time, then the contract holder can assume consent without conditions.

A Contract Transfer Investigation form should be completed to help assess if the proposed contract holder qualifies for the transfer. The investigation should include considerations for the following:

- Is the property size suitable?
- Are there adaptations in situ which the proposed contract holder requires? If not, then the application should be refused
- Are there any current breaches of contract / any court orders current in place? If there are, conditional consent could be issued, advising that the application can be approved once the breach ceases. If there are arrears that cannot be cleared outright, the conditional consent may be considered providing a repayment arrangement is agreed upon.
- The number of individuals occupying the property
- The age and characteristics of the individual and any age restrictions on the property in question

A pre-contract assessment will need to be completed to capture any support needs and financial viability of the proposed contract holder and to explain the expectations of a Bron Afon contract holder.

### **How do I complete a contract transfer?**

Transfers can be completed any day with the current contract holder and proposed contract holder. The proposed contract holder is required to pay the first weeks rent, water and service charge payment prior to signing any transfer documentation. The current and proposed contract holder will sign an [RHW10 'form of transfer'](#), which will be co-signed by the CHO (the RHW10 will replace the previous deed of assignment). A copy of the existing contract should be given with an RHW2 form, along with a copy of the most recent gas safety certificate and electrical inspection.

Once completed, the original contract holder will no longer have a legal right or responsibility to the property; however, they can remain living there should the new contract holder permit them to.

Any other relevant paperwork (Council tax notification, direct debit applications etc.) should be completed during this appointment.

### **Can I refuse a contract transfer request?**

Yes, providing there are no exceptions to [S84](#) and [Schedule 6: reasonableness to withhold consent](#) of the RHW Act (landlord consent), a contract transfer request can and should be refused if:

- the contract holder is in arrears until they clear the arrears. However, if the arrears cannot be cleared outright, the conditional consent may be considered providing a repayment arrangement is agreed upon.
- the contract holder has broken the terms of the contract until the breach is put right
- court proceedings have begun against the contract holder requiring them to leave their home or we have served them with a notice that we intend to issue court proceedings
- the property is larger than needed by the proposed contract holder
- the property is only offered to certain categories of people (e.g., people with physical disabilities) and the proposed contract holder does not fall into any of those categories
- we provide specialist support or specialist accommodation for people with special needs, and should the contract be transferred, there would be no-one living in the property who has those needs.

If at any point the criteria for the transfer is not met or proved, both parties should be advised that the request has been refused and the reasons for this put in writing. If, following refusal, the transfer continues by the contract holder, this can be classed as an unauthorised transfer and a breach of contract and is therefore not binding on the landlord.

### **What do I do with the paperwork and TMI?**

Once approved, please following the TMI guide to send an automatic trigger to Rent Accounts of what necessary changes are needed. All paperwork should be scanned and stored on documotive with the relevant investigation forms and RHW10 form saved to the TMI for audit purposes. Documotive should be changed to reflect the new contract holders name and all other paperwork should be sent out to the relevant sections for the necessary actions to be completed.



## 2.9 Contract Transfer (Mutual Exchange)



contract transfer  
Mutual Exchange RHA

A contract transfer is a form of transfer whereby one secure contract holder legally transfers contracts with another secure contract holder of any community landlord.

### **How do contract holders find another contract holder to exchange with?**

BA contract holders can register on Homeswapper which triggers an email to the New Homes Team to approve the application for full site access.

Alternatively, contract holders may find swaps through friendship groups or through officers connecting possible matches based on their community knowledge.

The onus is on the contract holder to contact one another to arrange to see each other's properties, before contacting us to start the application process but they are to be reminded of the requirement to transfer into and occupy the relevant property.

### **How do contract holders apply to mutual exchange?**

A Contract Transfer application form should be completed and returned to the Community Housing Team.

### **\*Please Note\***

Under the Renting Homes Wales Act 2016, where there is a joint contract in place, a joint contract holder may apply to transfer (exchange) their contract with another secure contract holder. If this is approved in line with the same conditions as any other transfers request, the remaining contract holder cannot dispute this request as one party to a joint contract has the legal right to transfer their contractual obligations.

### **What do I do when I receive a mutual exchange application form?**

A Contract Transfer (Mutual Exchange) TMI must be created in order to track and audit the stages of the transfer request.

A Contract Transfer Investigation form should be completed to help assess if an exchange can be granted. Once an application form is received, the CHO will have **14 days only** to request any further information and carry out the necessary investigation. This request for information should be sent within the acknowledgment letter.

Under the new Renting Homes (Wales) Act, if there is no additional information required, the CHO will have 1 month (including weekends) to consent to, give conditional consent to, or refuse an application in writing, and all property inspections should be carried out within this time. If additional information is required, 1 month starts from the date this information is received. Failure to respond by the deadline will result in the application being *approved by default*.

Applications must be signed by all joint contract holders before they will be considered and therefore a refusal should be made if an application is received without a signature from all joint contract holders.



In England, the 42 day allowance still remains. Therefore, if the incoming contract holder is from a property in England, in terms of the timescales, the 14 day/one month deadlines will apply to the application for consent for the incoming transfer to the Welsh property.

That means that as the Welsh landlord, Bron Afon will need to make its decision before the English one, ensuring all relevant checks have been completed. If there is a transfer planned, then the landlord is able to make the consent conditional upon the whole transaction going ahead. If that condition were applied, and the English landlord subsequently refused, then the consent would be null and void and the transfer would not be permitted.

### **What checks need to be completed?**

For Bron Afon applicants, you should ensure applicants:

- Have secure occupation contract status
- Not be in breach of their contract – including having clear rent account. If the arrears cannot be cleared outright, the conditional consent may be considered providing a repayment arrangement is agreed upon.
- Do not owe any former contract holder arrears, recharges or other sundry debt to Bron Afon
- Meet their proposed property criteria as per the Homeseeker matrix
- There are no live notices or current occupation contract investigations
- Property transfer inspection is complete with no concerns for FFHH
- Have a pre-occupation contract interview including affordability assessment. This should be carried out by the new CHO that will be housing the incoming contract holder, as this will give you the opportunity to establish a relationship. The Affordability assessment can only be carried out for incoming non-BA contract holders. Financial considerations *cannot* be considered for transfers BA to BA.
- Understand that if approved, they take the property as is, and will be responsible for any contract holder responsible repairs or improvements should they later vacate their property

For non-BA applicants coming into BA:

- Have a satisfactory Landlord reference
- Do not owe any former debt or recharged to BA
- Have a pre-occupation contract interview including affordability assessment
- Meet their proposed property criteria as per the Homeseeker matrix.
- Understand that if approved, they take the property as is, and will be responsible for any contract holder responsible repairs or improvements should they later vacate their property

### **Under what circumstances can I refuse an exchange?**

You can only refuse a contract transfer under the grounds laid out in [Schedule 6](#) of the Renting Homes (Wales) Act, 2016 and under the terms and conditions of the occupation contract:

- The contract holder is in breach of their contract whereby they are in arrears until they pay off the arrears – however, conditional consent may be given if an agreement can be made regarding the repayment of arrears.
- The contract holder has broken the terms of their agreement until they put the breach right
- we have obtained a court order against the contract holder requiring them to leave the property
- we have served the contract holder with a notice that we intend to take court proceedings
- The contract holders' home is larger than needed by the contract holder whom they are proposing to swap with
- we only provide the nominated property to certain categories of people (e.g. people with physical disabilities) and the contract holder whom you are proposing to transfer with does not fall into any of those categories
- we provide specialist support or specialist accommodation for people with special needs and if the contract holder transfers their contract, there would be no-one living in the property who has those needs.

The contract holder must be notified *in writing* of the reasons as to why they are not eligible to transfer and what they can do, if anything, to be considered for a transfer in the future.

Any other party involved, including other landlords, will also need to be advised in writing that the contract transfer has been refused, however they are not to be advised of the specific reasons due to GDPR.

### **What happens at the property transfer inspection?**

A Property Transfer Inspection form should be completed to help assess if property meets a reasonable standard, with any cosmetic defects or contract holders' own improvements noted. Any repairs required to meet an acceptable condition for transfer should be discussed with the contract holder and confirmation of the cosmetic issues, contract holder improvements and contract holder responsibility repairs picked up on during the inspection should be provided in writing to the outgoing contract holder.

An asbestos management survey will need to be completed along with an electrical check of the property. The electrical check will only be valid for 1 month.

The proposed incoming contract holder must sign a disclaimer if they wish to accept a property for any issues, improvement or repairs identified that they wish to accept, agreeing to rectify any decoration, contract holder repairs or remove any contract holder own improvements should they wish to later leave the property. This ensures they are clear that we will not then later complete any repairs or improvements for these matters.

For any property that fails a EOT inspection the mutual exchange is rejected, and contract holders advised to re-apply when the work has been completed

### **How does the mutual exchange to take place?**

If both parties are happy and eligible to exchange, a date for will be agreed for all parties to meet and landlord representatives who are required to attend to sign an

RHW10 form (transfer of occupation contract). Copies of the [RHW10](#) should be taken to hold on file.

Contract holders should be advised in advance that they are not permitted to move prior to the assignment taking place as they remain responsible for their property and any damaged caused until the RHW10 is completed. The new contract holder may also decide to move back to their original property, and they would be legally within their right to do this if the transfer paperwork had not been completed.

The gas check will need to be arranged in advance for the morning (or as close to as possible) of the exchange for all BA properties.

Contract holders must be advised in advance that they will not be permitted to move should the gas or electrical check fail and therefore it is in their interest to report any faults or concerns they become aware of as a matter of urgency.

The transfer paperwork including RHW10 form and any other relevant forms should be pre-prepared (Council tax forms, contents insurance, direct debit forms etc.)

All confirmation must be sent in writing to confirm the date of the transfer to all parties, confirming the rent for anyone coming into a Bron Afon property and the requirement for at least the first weeks rent, water and service charge to be paid at the transfer.

### **What happens on the day of the transfer appointment?**

During the contract transfer appointment, you should ensure:

- All parties are happy to continue with the transfer
- The rent account of any BA contract holder is clear
- All contract holders, parties and landlords are present
- Those accepting a BA property make at least the first weeks rent, water and service charge
- The RHW10 forms are signed by all contract holders and landlords
- A copy of the signed RHW10 forms are provided to all parties including a copy of the original contract, along with an RHW2 form, a copy of the latest gas and electrical certificates
- Any other relevant paperwork is completed e.g. council tax form, direct debit forms, contents insurance applications (*BA contract holders contents insurance will not transfer and therefore a new application should be made where required*)
- Contract holders have arranged to swap keys

### **What happens after the appointment?**

Please refer to the TMI Contract Transfer (mutual exchange) guide for relevant steps on transferring details / creating new contract details.

Documotive will need to be updated to reflect the change in contract holders and any other paperwork will need to be assigned to the relevant service areas or sent to the relevant agency for the necessary actions to be completed (e.g. direct debit requests, change of council tax)

### **Considerations**

If the person looking to exchange is in arrears, currently under occupying and applying to move to a smaller property this will need to be referred through the PEC process.

Vulnerable contract holders maybe more susceptible to being taken advantage of when transferring e.g. being offered cash to exchange, bullied by the other person into transferring or accepting a property that is not suitable for their needs. Staff should discuss any concerns they have with the contract holder and communicate any relevant concerns to the appropriate Teams within Bron Afon and external agencies as appropriate authorities.

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## **2.10 Decants**

A decant is a process of temporarily moving someone out of their home to allow improvement works to be completed or due to emergency situations EG: safeguarding concerns, or where a contract holder's property becomes uninhabitable (fire, flood etc.)

### **How do I know if a decant is required?**

A contract holder will be advised in advance and an assessment of their needs undertaken. Here, it should be identified if a contract holder will be unable to remain in their property and discussion around possible alternative accommodation should be held. If they are unable to stay with a friend or family member, and providing it is reasonable given the needs presented, a decant property can be sought.

If an emergency occurs in a contract holder's home, the property section should advise if the property is habitable or not.

A Decant Investigation form must be completed. Within this investigation, please ensure that discussions are held around the expectation for the contract holder to return to the originating property once it is safe to return / habitable.

If it established at this early stage that the contract holder does not wish to return due to EG: the reason the safeguarding matter occurred or following a significant concern following a fire / flood, then consideration should be given at this stage as to whether the contract holder wishes to remain at the origination property, or whether they should be direct matched to the decant.

### **How do I arrange a decant?**

Once established a decant is required, incoming properties should be considered based on the person's needs. Ideally, the property should be located close to the contract holders' home, however this is not always possible and where possible, a discussion with the contract holder should determine what areas they are prepared to consider.

Once a suitable property is found, it will be held from the normal void process including advertisement and prior to providing the keys to the contract holder:

- A health and safety inspection should be completed in the property to identify and arrange any health and safety work required
- Consideration flooring and arrange carpeting if required
- Consider and arrange a removal service is required
- Confirm what white goods a contract holder wishes to take and book plumber/ electrician as required
- Arrange for the contract holder to sign a Temporary Decant Agreement / alternative Secure Contract

Considerations for the type of document to be completed upon identifying the need for the decant:

- **Safeguarding concerns:** *Temporary Decant Agreement* and rent continue to be charged on the originating property.
- **Short-term repairs which do not fall under the fit for human habitation concerns:** *Temporary Decant Agreement* and rent continue to be charged on the originating property
- **Longer-term decants where there is a property condition issue, which do not fall under the fit for human habitation concerns:** *Temporary Decant Agreement* and rent continue to be charged on the originating property
- **Longer term decants due to fit for human habitation matters:** *Secure Contract* issued for the decant arranged and set up as a new contract holder for the property as rent will not be payable upon the original contract.

In some emergency situations, a contract holder may need to be placed in a hotel or B&B until a decant property is sourced. If this is required, a Credit Card Use Request form should be completed and sent to the CHM for approval.

### **What happens with rent?**

The CHO/ILO will need to speak with the New Homes Team to get an account at the decant address set up on YODA with the contract type being 'decant'. A need to speak will need to be added to the decant property to advise the contract holder and the address they have been decanted from. A need to speak will also need to be added to the original property to advise of the decant property the contract holder is living at.

The contract holder is required to continue paying rent on their original occupation contract if they are issued a Temporary Decant Agreement, and a rent allowance will need to be provided to the property being used for decanting. A Rent Allowance Request form should be completed every 4 weeks and passed to Rent Accounts to issue this.

If a long-term decant is necessary due to a property condition matter, which was caused by the contract holder, they will be expected to return to the originating property and recharged for the relevant works carried out. It is important that this message is reiterated through both conversation and all written communication with this contract holder.

If the contract holder is issued a Secure Contract due to it being considered unfit for human habitation, then they are to be signed up as the contract holder for the decant identified and will be required to pay rent for this property. **DO NOT VOID THE ORIGINATING ACCOUNT THAT THE CONTRACT HOLDER HAS BEEN DECANTED AWAY FROM.** A rent allowance will need to be issued for the originating property, as this account will continue to run, but rent will not be payable under the fit for human habitation requirements.

For cases where long-term decants occur for the reason of EG: a Fire or Flood, and it is found that there is no obligation on the landlord to reinstate the originating property under Sections 95 of the Renting Homes Wales Act 2016, a direct match should be considered in order to rehouse the contract holder.

### **What will happen with household bills?**

If the contract holder speaks with their supplier and registers a temporary absence at their original property this will switch their utilities to the decant address and they will pay these bills. We will then cover the water and other utility bills at their original property while we are doing works there.

Council Tax – unless the contract holder updates Council Tax to advise they are temporarily living at the new property Council Tax will not send them a bill as it will still be registered in Bron Afon's name. If they do update Council Tax to advise they are temporarily living at the new address, they can submit a Council Tax reduction form and they shouldn't be charged anything on the new address.

### **Ending the decant**

When a contract holder can return home, any removal and electricians / plumbers required will need to be arranged with the contract holder.

The rent account for the decant property will need to be voided and the property passed for the void process to be completed. Ideally, the property should be advertised in advance, once an expected decant end date is known.

### **Considerations**

For short decant periods, a retirement scheme guest room may be sufficient, however the contract holder would need to meet the criteria of the scheme and residents of the scheme would need to be consulted in advance.

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## **2.11 Lodgers**

A contract holder must apply for consent from Bron Afon to permit a lodger to reside in the property. Bron Afon are happy for contract holders to take lodgers for their spare bedrooms, providing it will not result in the property becoming overcrowded and the contract holder is aware and adheres to any legal requirements.

The contract holder must be advised that the duty is solely on them to ensure they are aware of the legalities of taking in a lodger and that they are responsible for their lodgers and lodgers visitors conduct at all times.

Whilst the contract holder does not require permission to take in a lodger, they should complete an Addition of Occupant application for us to list the lodger on their account and complete an assessment for overcrowding.

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## 2.12 Subletting



Unauthorised Occs  
RHWa.pdf

Sub-letting is not permitted under the occupation contract.

A sub-occupation contract can be for anything from a single room to an entire property. The main difference between a lodger and a subcontract holder is that the subcontract holder pays a contract holder rent to have exclusive access to part of their home usually a bedroom. Subletting is when a contract holder allows a person sole use of their property in exchange of a payment arrangement with the contract holder ceasing to use their property as their main and principle home. It is a criminal offence and carries a penalty of an unlimited fine and up to 2 years imprisonment.

### How is subletting identified?

Subletting can be identified by officers being refused access to the property, information received from neighbours, nuisance caused by the sub-contract holder, rent arrears and complaints from the sub-contract holders about property condition etc.

### How do I investigate subletting?

A Subletting Investigation form should be completed in order to help assess any concerns of subletting and:

- An adhoc visit to the property should be made to assess circumstances
- Contact made with contract holder to discuss concern
- Neighbours approached to obtain information about who they know to be living in the property or who they see coming to and from the property
- Agencies contacted to obtain information about any potential change of address of the main contract holder (e.g. council tax, utility companies)
- Consult electoral roll (but be mindful this is only updated yearly)
- Speak to alleged subcontract holder – suggested questions include:
- Do they have a relationship to the contract holder?
- Are they paying the contract holder any rent?
- When did they start residing at the property?
- Do they have a occupation contract agreement for the property?
- How did they become to start living in the property?
- What do they know about the actual contract holder?

If a subcontract holder is identified, advise them:

- The contract holder had no legal right to sublet. If this is carried out without permission and Bron Afon are unaware, then this assumed contract is not binding on the landlord.
- Legal proceedings will be started to regain possession

- To seek independent legal advice about their housing situation

*(Please note that subcontract holder may be able to provide supporting evidence against the contract holder, so it is advisable to assist them through this process)*

If you are unable to make contact with the contract holder or suspected subcontract holder, an appointment for a home visit should be sent to the property, addressed to the actual contract holder. If the contract holder is present for this appointment, checks of evidence of occupation should be made.

### **What action can I legally take against a contract holder subletting?**

If it is clear a property is being sub-let, the actual contract holder should be advised, where possible, that legal action will be taken due to breach of occupation contract and that if court action is required, BA would look to recover legal costs from them.

A Notice Before Making Possession Claim ([RHW23, breach of contract](#)) should be issued to the contract holder, and an [RHW7 notice](#) will need to be issued to the subcontract holder also, along with a letter explaining why both are being served at the same time.

Once the one month notice period is up, a further check should be made to see if the property is still occupied by the contract holder or subcontract holder and whether sufficient evidence is available to support a court case. If so, a possession order should be requested with the court and must be done within the remaining 5 months of the RHW notices being issued.

If the actual contract holder attends the court hearing and opposes the application, it is likely that the judge will give directions on how the case will proceed and a date for trial may be set.

If undefended, a possession order is likely to be granted at the first hearing and a warrant for eviction should be requested as soon after this as possible, if the keys are not returned by the contract holder.

Once an eviction date is set, you will need to contact the subcontract holder to advise them of the eviction appointment and you should refer them to TCBC Homeless Section for assistance.

### **Considerations**

- You may wish to consider further investigations including land registry checks if you believe the contract holder owns land elsewhere.
- Be aware that if you accept a surrender from the actual contract holder, the subcontract holder would become the legal contract holder

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## **2.13 Trespasser (Unauthorised Occupants)**



Unauthorised Occs  
RHW.A.pdf



Unauthorised occupants are generally people 'left behind' following the departure of a contract holder and can be the result of unauthorised assignment/ exchange, people remaining in occupation following the departure of a contract holder and people who have no right to succeed following the death of a contract holder.

Following the notification or discovery of a potential unauthorised occupant, an Unauthorised Occupation Investigation form should be completed e.g:-

- Someone who has lied or given false information about their circumstances about their circumstances in order to get a occupation contract.
- A person who has not been granted permission for a mutual exchange but has still exchanged homes and moved in to a Bron Afon property.
- A family member or a friend of the contract holder who remains in the property after the contract holder has left and who is not eligible to be granted the occupation contract through assignment. If this occurs, the name contract holder should be issued with a **RHW23, Part D** (*Contract holders failure to give possession after the notice has ended*) and possession proceedings should be followed.
- A person who has sublet the whole of a property from a contract holder.
- A family member or friend of a deceased contract holder who has been living with the deceased contract holder but is not eligible to succeed to the occupation contract.
- Someone who has had the keys passed on by the contract holder in return for cash or a favour.

#### **What happens if the occupier is a spouse?**

If the unauthorised occupier is a spouse of the contract holder who has left and not a joint contract holder, they will have the right to stay in the property under s30 of the family law act 1996, so long as the occupation contract continues, and they stay married.

#### **What happens if the occupier is a cohabitant?**

If the unauthorised occupier is a cohabitant but not a joint contract holder they can apply to the court for an 'Occupancy Order' under S36 of the family law act. If granted, the occupancy order will be temporary for a period of six months however they can apply with the court to have this renewed. Whilst the occupancy order is in place, the occupant will be treated as a husband, wife or civil partner

#### **What if the occupier does not meet the above criteria and has permission from the contract holder to remain?**

Where a contract holder has granted permission for occupants to stay in their home, when they have no intention to return themselves, a Notice to Quit should be served giving them 4 weeks to vacate. If the named contract holder has completed a withdrawal notice to end their contract, but not provided vacant possession, then an RHW23, Part D should be issued. If they are still the contract holder, but using the property as their only principal home, then abandonment process should be followed. If the occupants remain after the 4-week period, a Warrant for Possession should be applied for with the courts.

## 2.14 Trespassers (Squatters)



Unauthorised Occs  
RHW.A.pdf

Squatting is when someone has entered a property and is living there without the permission of the owner or the person with a legal right to live there. A squatter is not someone who has entered the property in good faith. Reasonably believing they had permission's to do so e.g. being left in occupation by the contract holder). Squatting in a residential property became a criminal offence in September 2012.

### **What do I do if I am advised that a property is being unlawfully occupied?**

Any reports received of squatters must be investigated immediately and a visit to the premises completed within 24 hours by two officers for safety purposes.

If squatters are not present:

Contact neighbours to obtain information about what they know about movements in and out of the property

If not contract holder, relay concerns to the void officer and consider any relevant extra security required

If the property is contract holder, relay the concerns to the contract holder

If squatters are present:

Advise them they have no right to remain in the property

Take any contact details they are willing to provide

Ask the reason they have entered the property

Signpost squatters to relevant homeless advice and support services.

Explain that it is a criminal offence to remain in the property and the police will be contact should they fail to vacate within 2 days

Make contact with neighbours to obtain a any information they know about the movements in and out of the property

2 days after the initial visit, a 2<sup>nd</sup> visit to the property should be made and the locks changed if the squatters have vacated.

If the squatters leave as requested, a lock change should be completed immediately, and any further security required installed. A Notice should be affixed to the door advising of the lock change, providing contact details to arrange collection of any items left in the property, which are held for 7 days.

### **What happens if the squatters fail to leave by deadline?**

If the squatters do not leave by the deadline set, the Police must be notified and a request for an arrest should be made:

*Section 144 of Legal Aid, Sentencing and Punishment of Offenders Act 2012 states it is a criminal offence for a person to be in a residential building as a trespasser; have entered as a trespasser; where they know or ought to know they are a trespasser and they live or intend to live in the building.*

*Section 17 of the Police and Criminal Evidence Act 1984 amended to give police the power to enter premises to make an arrest. Power limited to uniformed police officers.*

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## 2.15 Animal and Pets



Animal and Pets  
Policy Final Draft.docx

Bron Afon recognises the many benefits that responsible pet ownership can bring and at the same time appreciate the impact that irresponsible ownership has on the quality of life in our communities.

Contract Holders are not required to obtain permission to have a pet in their home as long as the proposed pet is not listed in either the Dangerous Dogs Act 1991 or in the Schedule of the Dangerous Wild Animals Act 1976. Permission is explicitly refused for any animal listed in those 2 documents to be housed in any Bron Afon property or land.

Bron Afon can remove this entitled permission if an animal is causing annoyance, nuisance or disturbance to another person, if the animals pose a potential danger to other persons, if the welfare of the pet is shown to be compromised or if the pet causes unreasonable damage to our property.

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## 2.16 Abandonment



Abandonment RHA  
process map.pdf

Abandonment is when contract holders leave their property having no intention to return without providing formal notice or returning their keys. It can be identified from neighbours reporting the contract holder leaving, officers noticing a contract holder moving out/ emptying the property or by information received from another agency.

### **What do I do if abandonment reported?**

An Abandonment TMI must be created and an Abandonment Investigation form must be completed to record the relevant investigative steps, assessing if:

- A notice to withdraw has been received
- Are there any live possession orders, notices or occupation contract management investigations
- Is rent being paid
- Last visit from Bron Afon officer
- Contact with neighbours to assess when the contract holder was last seen
- Contact with other agencies concerning any change of address details they may have (*Council tax, universal credit, support workers, social services, doctors etc.*)
- Contact with any friends or family for any information they have
- Check with employed that they are still working in the area

- Contact any children's schools for any changes they are aware of
- Checking of meter readings for any sign of electric/ gas use

### **What do I do if contact is made with the contract holder?**

If contact is successful and the contract holder denies that they have abandoned the property and the investigate outcome supports this, the case can be resolved.

If the contract holder confirms that they no longer want the occupation contract, they should be advised of the end of occupation process and reminded that they remain liable for the contract conditions and the rent until the occupation contract is terminated.

#### ***\*Please note\****

If you cannot locate the contract holder and there are remaining occupants in situ, please check rent account with regards to payments continuing and how these payments are being received. Please be mindful of remaining occupants paying rent for 8 weeks or more. If Bron Afon accept these payments knowing the contract holder is not present and someone remains at the property, the occupant may become a new contract holder in their own right, as we have accepted the payment / they can prove payment to Bron Afon. This information falls within the Act as *'the landlord ought to reasonably know who is residing in their property'*.

If contact attempts with the contract holder are unsuccessful, a proforma should be completed and submitted to the Community Housing Manager for sign off. This will need escalating by the Community Housing Manager to get sign off from CHM, Housing Services Manager and Service Lead to confirm that a **4-week RHW27 Notice** should be issued to the contract holder and any lodgers along with the **RHW27 Cover** letter, asking them to make contact, *in writing*, by a specific date and all investigations should continue until concerns are satisfied or proven.

### **4.18.3 How do I recover an abandoned property?**

If contact is not made by the specified date, or if you are not satisfied with the contract holder's confirmation that they are still using their property as their main principal home and you are satisfied that abandonment has occurred, to trigger the contract end you must, issue an **RHW28 Notice** along with the **RHW28 cover letter** to bring the contract to an end. A proforma should be completed and submitted to the Community Housing Manager for sign off. This will need escalating by the Community Housing Manager to get sign off from the CHM, Housing Services Manager and Service Lead before issuing the RHW28, to ensure the contract end is agreed and a lock change approved.

You must:

- Hand-deliver RHW28 Notice at contract address
- Where possible, issue the notice to the contract holder in person
- Serve a copy of the notice to any potential new addresses / known addresses
- Email and text the contract holder to advise them that this notice has been issued

The contract will end on the date the RHW28 is issued. If a contract is ended with this notice, possession of the property can be reclaimed without court proceedings.

If approved, a lock change must be arranged with the Repairs Department with an officer from the Community housing team ensuring they attend.

A Notice should be placed on the door advising that the property has been recovered and the rent account should be voided on return to the office.

If approval for lock change is not granted, the officer should conduct further investigations based on the reasons for non-approval.

### **What if there are occupants in the property?**

If the contract holder has left but occupants remain in the property, refer to the Trespasser (unauthorised occupants) section of this procedure.

### **What do I do if there are items in the property on lock change?**

You must photograph the contents, upload these to Documotive and hold the keys from voids for a 7-day period whilst you attempt further contact with the contract holder. As a landlord, under the Renting Homes regulations, we must safeguard any identified items for [four weeks](#).

If, after 7 days contact is not made, the keys should be passed to the Void team, unless items of value have been identified, in which case you will be required to arrange removal and storage of the valuable items with our nominated contractor for the remainder of the four weeks.

The items can be disposed, sold or recycled if after this period of time, the owner has not made arrangements to remove. The only time consideration for storage would not be applicable, would be where:

- The property is perishable in nature and storage for four weeks would involve an unreasonable degree of inconvenience or expense to the landlord.
- The value of the property, when eventually sold, would not, in the landlord's opinion, be sufficient to reimburse the landlord for the expenses incurred in safeguarding it

The cost of the storage of items and any property recharges should be raised against the contract holder however, any money made from the selling of their goods must be used to pay any recharges or rent arrears in the first instance.

### **What happens if we have keys returned but no notice?**

Please contact tenant same day, if no response, complete a RHW27 pro forma and send to your Community Housing Manager for approval to issue straight away. This needs to be signed off by the Service Manager and Service Lead. Then complete the investigation in the 4 weeks we have before we can issue the RHW28. To issue a RHW28 you will need to complete a pro forma and send to your Community Housing Manager.

### **What happens if a withdrawal notice expires but no keys are returned?**

Please contact the tenant same day, if no response complete a RHW27 pro forma and send to your Community Housing Manager for approval to issue straight away. Then complete the investigation in the 4 weeks we have before we can issue the RHW28. To issue a RHW28 you will need to complete a pro forma and send to your Community Housing Manager.

The pro forma will just need to state no keys or notice received and no contact from tenant, then a fully completed pro forma when we request lock change, that includes visits, speaking to neighbours and the usual checks that we would do.

This should mean there should only be a maximum of 28 days added to these types of cases.

### **What do I do if there are pets in the property?**

Animal sanctuaries such as the RSPCA should be contacted for assistance to find re-housing.

Alternatively, neighbours within the area may be willing to take the animals or able to provide information on family members or friends of the contract holder that would be able to assist.

### **What happens if contact is made by the contract holder after the property has been cleared?**

If the contract holders contacts BA after the items in the property have been cleared, they should be referred to the complaints department in order for a compensation claim to be considered. It is essential that all contact attempts with the contract holder to retrieve any items are logged appropriately on the TMI, along with all written correspondence sent.

### **What happens if only one contract holder of a joint occupation contract has abandoned?**

If only one contract holder of a joint occupation contract has abandoned the property, [under section 225](#) of the new Renting Homes Act, the landlord can end the one part of a joint contract signed after 1<sup>st</sup> December 2022, by issuing the Joint contract holder with a four-week [RHW29 Notice](#).

After this notification period, if the joint contract holder fails to respond, then the CHO must issue an [RHW30 notice](#), notifying the joint contract holder that after 8 weeks, their contract will be terminated. A copy of this notice must also be issued to all other joint contract holders.

### ***\*Please note\****

[Under section 226](#) of the Renting Homes Act, within this 8-week period, the joint contract holder may contact the court to appeal this notice if they feel that the notice was issued under the following grounds:

- that the landlord failed to give notice or failed to make the inquiries required
- the Joint contract holder occupied, or intended to occupy, the dwelling and there is a good reason for his or her failure to respond (or to respond adequately)

- that when the landlord gave the notice to the joint contract holder, the landlord did not have reasonable grounds for being satisfied that he/she did not occupy, and did not intend to occupy, the dwelling.

If the court finds that one or more of the grounds above are made out, it may:

- make a declaration that the notice is of no effect and the joint contract holder continues to be a party to the contract
- make such further order as it thinks fit.

### **Contract holders ending the joint contract holders' contract.**

If a contract holder believes that the remaining joint contract holder has abandoned the property or does not intend to occupy it, they too can apply to end the remaining joint contract holder's contract.

A contract holder should issue the joint contract holder with an [RHW31](#) form, advising:

- the joint contract holder does not occupy, and does not intend to occupy, the dwelling
- requiring the joint contract holder to inform remaining contract holder, in writing, before the end of the warning period of four-weeks if he/she occupies or intends to occupy the dwelling
- informing the joint contract holder that, if at the end of the warning period, the remaining contract holder is satisfied that the joint contract holder does not occupy, and does not intend to occupy, the dwelling, their rights and obligations under the contract may be ended by court application.

A copy of this notice must also be given to the landlord and any other remaining joint contract holders of the dwelling. It is the responsibility of the contract holder who is issuing the notice to ensure that all inquiries are made and that they satisfy that the joint contract holder is not and does not intend to occupy the dwelling.

At the end of the four-week notice period, the contract holder may apply to court for an order ending the joint contract holders' rights and responsibilities. Providing that the court is satisfied with that joint contract holder is not occupying the property, and the remaining contract holder is not subject to any anti-social behaviour or prohibited conduct, the order will be granted, and the joint contract holder will cease to be a party to the contract on a date specified within the order.

### ***\*Please note\****

The joint contract may apply to court within a six-month period if they feel that:

- The contract holder failed to give notice or failed to make the inquiries required
- The joint contract holder occupied or intended to occupy the dwelling and there is a good reason for his or her failure to respond (or to respond adequately) when the contract holder applied to the court, he or she did not have reasonable grounds for being satisfied that the joint contract holder did not occupy, and did not intend to occupy, the dwelling.

If the court finds that one or more of these grounds are made out, it may:

- by order, rescind its order and declare that the joint contract holder continues to be a party to the occupation contract

- make such further order as it thinks fit.

### **Considerations**

- Contract holder ID should be checked if contact is made following a suspected abandonment.
- Contract holders should be reminded of sections 4.10 and 4.11 of occupation contract agreement if you are happy to allow them to continue with their occupation contract.

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## **2.17 Temporary Absence**

If Bron Afon receive notification informing that there will be a Temporary Absence from the property, a TMI should be raised. The Community housing team must inform the contract holder to notify their insurers of the period of absence from their home.

### **When can we provide temporary absence permission?**

Providing the reason and length of absence is reasonable and the contract holder has an intention to return home, permission can be provided. Any absence requested for longer than 3 months that is not due to imprisonment or residential accommodation should be discussed with the CHM.

### **Can anyone stay at a contract holder's property whilst they are absent?**

We cannot prevent the contract holder from allowing others to reside in their property unless the occupant's behaviour breaches the conditions of their occupation contract. In this case, the contract holder should be contacted to arrange removal of the occupants as we could serve notice against the occupant should their behaviour continue.

In exceptional cases, we can apply for an injunction to remove any occupants or visitors legal right to enter their property.

### **Does imprisonment of a contract holder bring their occupation contract to an end?**

A contract holder receiving a custodial sentence does not automatically end their occupation contract providing they are still able to adhere to all occupation contract conditions, including payment of rent and providing they have an intention to return to the property at the end of their sentence.

Contract holders can claim Housing Benefit for a period of up to 52 weeks when being held on remand or 13 weeks if they have been sentenced, however, if the length of the sentence exceeds 13 weeks Housing Benefit will stop immediately upon sentencing. If a contract holder has received housing benefit for 13 weeks or more whilst on remand, they will not be entitled to any further assistance if they are then sentenced.

What do I do upon notification that a contract holder is in prison?

- Submit a Section 115 application form to the CADRO in Gwent Police for details on the reason for and length of sentence.



- Contact the Housing Officer in the prison the contract holder is serving in to establish contract holders intentions with the occupation contract and expected release date
- Consider if the conviction falls under a breach of occupation contract and if so, whether it is reasonable to apply for possession of the property. *(If possession application required, liaise with prison housing officer to serve notice and any subsequent relevant documents)*

### **Does a contract holder entering residential care bring their occupation contract to an end?**

Contract holders can reside in residential homes or hospital for prolonged periods of time and providing they have an intention to return to their property and continue to adhere to all occupation contract conditions including the payment of rent, they are able to keep their occupation contract.

### **What do I do upon notification that a contract holder has entered residential care?**

You will need to establish the circumstances and identify if there is an intention to return home.

It is beneficial to make contact with:

- Social Services – If involved, they will be able to provide reasons for the contract holder's absence, the likely length of the stay and whether there is an intention for the contract holder to return home. They can also help resolve any issues with the occupation contract such as rent payments/ benefit issues.
- Family/ Friends – Providing the contract holder provides permission, family and friends can provide updates on any changes to expected return date, developments with the contract holder's health and can also help with any problems with the occupation contract.
- Housing Benefit/ Council Tax/ Universal Credit – They can advise on any changes to the contract holders entitlements. Usually a contract holder receiving benefits will be entitled to rent assistance on both a nursing home and occupation contract rent for a set period of time, providing they intend to return back to their property.

If a contract holders' move to a nursing home becomes permanent and the intention to return ceases, please refer to the ending of occupation contract process.

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## **2.18 Occupation contract Fraud**

For the purpose of this procedure occupation contract fraud refers to contract holders who obtain our properties by deception. Examples include non-approved contract transfers, providing false information at application stage and withholding information that could affect a person's occupation contract/ right to an occupation contract.

### **What do I do if I believe someone is committing occupation contract fraud?**

A Occupation contract Fraud Investigation form will need to be completed in order to help prove/ disprove the concerns raised.

Speaking with local partners/ neighbours and consulting social networking sites can help gather evidence in relation to fraud concerns and the community housing team can complete credit referencing, which can be a helpful investigation tool.

### **What do I do if I have evidence to confirm occupation contract fraud has been completed?**

If occupation contract fraud has been proven but the contract holder would be entitled to be housed had they not completed the fraud, a request backed with any relevant evidence should be submitted to the CHM to assess whether they can keep the occupation contract.

If the request is rejected, or it is reasonable to take back the occupation contract due to the fraud committed, an [RHW23 form](#) can be served based on [breach of contract Section 157](#), and an application made to court for possession.

### **Further considerations**

In extreme fraud cases, it may be sufficient and reasonable to report the fraud to Gwent Police for criminal action to be taken.

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## **2.19 Business Use Permissions**

Contract holders can apply for permission to run a business from their property, and we aim to not unreasonably refuse permission for this.

### **How does a contract holder apply for permission?**

If Bron Afon receive notification of a request for Business Use Permission, a proforma should be completed and returned to the Community Housing team with any relevant supporting documents. Retrospective permission can also be applied for if a contract holder is identified as running a business without permission.

### **What investigations are required?**

A Business Use Permission investigation form should be completed considering:

- Is the business illegal?
- Will it compromise the health and safety of the resident, other occupiers or neighbours?
- Is it likely to cause damage to the property?
- Will it require major adaptations to the property?
- Will the business involve heavy or noisy machinery?
- Will a large number of visitors be attracted to the home?
- Are flammable products, such as gas canisters, white spirits, petrol or cooking oil required to be stored?
- Will it involve lots of animals, birds or reptiles being kept in the property/ garden?
- Will a significant number of items be required to be stored inside or outside the property?
- Will storage or a significant amount of vehicles in curtilage of property or on BA land be required?
- Will the business involve vehicle repairs?

### **When can I approve a request to run a business?**

Permission can be granted unless yes is answered to any of the questions above, providing the contract holders business is unlikely to result in any issues for the residents of the area, or BA.

Permission can be granted on a provisional basis (e.g. restricted business hours, requirement to provide proof of license/ insurance) and permission can also be withdrawn at any time subject to nuisance complaints, advice from other agencies or conflicts with BA's values.

### **What if I discover a contract holder is running an unauthorised or unsuitable business?**

A Business Use Permissions investigation form should be completed, and appropriate action taken to investigate commenced as soon as possible, as failure to do so may be considered in legal terms as consent being provided by default.

The contract holder should be advised to complete the Business Use Application form so retrospective permission can be considered

If the business is not something that would normally be approved, or if a business with permission granted causes a nuisance, or damage to the property (i.e. laundrette from home/car repair garage) the contract holder should be asked to cease business by an agreed date. If they fail to do so, a RHW23 Notice can be served based on a Section 157 contract breach, and court proceedings can be applied for to regain possession of the property.

### **What if a complaint is made about a contract holder running a business from their home, and we have not provided permission for this?**

If this is generated through an ASB complaint or a counter complaint, for example due to noise nuisance, then please follow the ASB procedure to work through the complaint process.

If we receive notification of, for example, a contract holder buying and selling vehicles from their home / fixing vehicles on Bron Afon land, and this is not in relation to a pre-existing ASB complaint, an investigation should be carried out to establish if this activity is taking place. If it is evidenced, the relevant written warnings should be issue and this should be dealt with as a breach of contract conditions under Section 157.

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## **2.20 Case Conferencing**

Case conferencing describes a meeting of staff and/ or agencies that may be working with a contract holder at the same time in order to help ensure the agencies are working together and not providing conflicting advice to the contract holder. Case conferencing is fundamentally about joint problem solving and achieving better outcomes for our contract holders.

### **How do I know if a case conference is required?**

If you become aware a contract holder is working with one or more internal or external service providers, a case conference may be beneficial to allow everyone to meet and discuss their involvement. Situations where case conferencing should be considered include:

Internal Case Conference – A contract holder receiving internal support, in rent arrears and causing occupation contract management issues. A contract holder with poor standard of housing refusing to accept support but willing to work with a non-support officer.

External Case Conference – A contract holder causing anti-social behaviour. A community experiencing severe ASB.

An external Problem-Solving Group may also be arranged with TCBC and / or police if required, and as such, a referral will need to be completed. This information can be shared under S115 of the Crime and Disorder Act.

### **How do I set up a case conference?**

The relevant staff and/or agencies will need to be invited to a suitable venue and any required attendees unable to attend and unable to send a representative a written update should be requested and shared during the meeting.

It is advisable that the individual or contract holder are invited to the case conference, however this is discretionary and will depend on a variety of circumstances e.g., where the individual or contract holder displays aggressive or violent behaviour, then it would not be deemed appropriate.

### **Further recommendations**

Any actions agreed for staff or agencies should be recorded and additional follow up meetings set up in order to ensure ongoing feedback and updates can be provided if required.

BA should not lead on Case Conferencing for concerns relating to POVA, Child Protection or Domestic Abuse. Concerns of this nature should be referred to the relevant support agency e.g. Police, Womens Aid, Social Services, IDVA at the time they are presented to you, for their organisation processes to be completed.

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## **2.21 Alterations & Improvements**

Contract Holders have a right to carry out Alterations and/or Improvement work to their property providing they obtain prior approval from BA.

Contract Holders will be required to complete an [Alteration and Improvement](#) application form and return it to Bron Afon with any relevant supporting documents, for permission to be considered.

Following receipt of the application, the Asset Team will review the application. The Asset Team will contact the Applicant within 14 days of receipt of the application should further information be required. If all required information has been submitted the applicant will receive a reply within one month.

**Examples of work not requiring permission before being undertaken:**

- Decorating internal walls and ceilings
- Fitting of carpets
- Minor landscaping of gardens which does not involve any construction
- Fitting of “Ring” type doorbells

**Work requiring permission before being undertaken:**

Any alterations or improvements not listed above would require an Alteration & Improvement application to be submitted. The Contract Holder will be responsible for enquiring and securing of competent trades/contractors to undertake the work and all costs associated in connection with any Planning Permission or Building Regulation Approvals, that may be required as part of the works.

**Examples of Prohibited work:**

- Fixing a satellite dish to a high-rise block or sheltered housing complex
- Loft conversions
- Fitting dormer windows in a roof
- Garage alterations/conversions
- Decorating communal areas of flats and complexes
- Erecting pigeon lofts and aviaries.

The Asset Team should be passed all applications that do require permission for an Asset Surveyor to complete the relevant checks to assess if permission can be granted.

Please note that a home visit may be required.

**What happens if permission is rejected?**

Applicants should be advised in writing the reasons why the application is refused

The contract holder is entitled to re-apply for permission if they amend their alteration/ improvement request so that the refusal reason/s would no longer apply.

**What happens if permission is granted?**

A letter confirming permission should be sent to the Contract Holder with a copy of the original application. If permission is provided on a conditional basis, the conditions must be stipulated on the confirmation letter (*e.g., to provide a certificate of electrical works on completion of the alteration works*).

**What if a contract holder completes alterations/improvements without permission?**

The Contract Holder should be advised to submit a [Alterations & Improvement](#) application form for retrospective permission to be considered as per the above process.

If retrospective permission is refused or if the contract holder fails to apply, the Contract Holder must be asked to reinstate the property to its original condition within an agreed realistic timescale based on the work required.

If the Contract Holder fails to complete reinstatement works within the agreed timescales or to the required standard, Bron Afon's Asset Team will make arrangements to complete the repairs/re-instatement and recharge the cost of this to the Contract Holder.

If the Contract Holder fails to provide access at any point after non approved alterations are completed, a notice on the relevant grounds should be served.

### **Considerations**

A visit may be required to the contract holder following completion of the work to ensure the work complies with both legal and Bron Afon requirements. If this is required, the Contract Holder should be advised to contact us on completion of the works.

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## **2.22 Condition of Property/ Hoarding / Gardens**

Some contract holders may be unable to manage their accommodation to the expected and required standard.

It is important to work sensitively with anyone whose home is in poor condition especially those that have a hoarding disorder, as they are often likely to have a mental health disorder such as anxiety, depression, obsessive compulsive disorder or a learning disability. It is also important to consider life events that can trigger the inability to maintain a property, such as of a result of bereavement, divorce, redundancy or substance misuse.

### **Identifying issues**

Staff, neighbours, relatives, friends or agencies may raise concerns with the condition of a person's property condition and BA officers visiting contract holder's homes have a duty to refer any concerns regarding maintenance of property to the Community Housing team.

The Community Housing team must investigate, arranging to visit within 10 working days, and completing a Property Health Check form (which is risk assessment, and review the clutter scale). The outcome of the assessment will indicate what steps need to be taken next. The RAG rating will be recorded and action taken as appropriate.

### **No Access**

Where appointments are made but the CH fails to provide access, or continually cancels and rearranges appointments, there will be a 3-strike rule. If there are 3 missed appointments, discuss the case with your Line Manager ( due to cost sending each letter out) and consider sending a Capsticks solicitors letter. This letter states the next steps if there is a continued failure to provide access. If you decide to

send the Capsticks letter, notify your Line Manager who will email our solicitors (ADRESS) and request the letter is sent, and add details to the TMI, and EDM.

**What if I complete a home visit and the concern raised is valid? If you have any red/amber cases, discuss your concerns with the contract holder and try and establish if they have any concerns themselves, or if they have any support network around them (children,**

Explain the conditions of their occupation contract which state contract holders must not allow their home to get into a state where it could cause injury to someone's health and does not become a nuisance of fire risk.

New secure contract 31(2) You must not allow the the dwelling to get into where it could cause injury to yourself or others.

Converting contract

33 Duty to take care of the dwelling additional CH responsibilities

2(B) You must not allow the dwelling to get into a state where it could cause injury to someone's health. You must also ensure your home does not become a nuisance or a fire risk, due to your actions or inactions, such as failing to clean the dwelling.

Discuss the support available to them i.e. Home Conditions Officer,

If the contract holder refuses help but accepts that their condition is not up to standard, agree a return date to re-inspect the property, agreeing specific improvements they are required to make. To maximise the success of this when a lot of work is required:

Make a series of small manageable tasks, set over a series of visits to prevent the tasks overwhelming the contract holder  
Prioritise clearance areas e.g. rooms with boilers, cooking facilities and washing facilities

Confirm all agreed action with timescales in writing.

Further intervention with other agencies via a case conference should be considered when:

The hoarding start to negatively impact their life, their family or the community  
The they fail to recognise a problem  
They fail to make required improvements to their property.

You can also discuss or refer the case to the Home Conditions Officer, safeguarding team or refer the case to the COP high risk panel.

As a last resort and if all attempts to support the individual to improve the condition of property are unsuccessful, or the CH fails to engage, occupation contract action may be required by sending a Capsticks Letter ( to be sent via

your Line Manager) or serving an RHW23 notice, ground 157, due to the breach of their contractual conditions.

### **What if the property is a fire risk?**

If the property has become a fire risk due to the amount or type of items being stored enforcement action must be undertaken in conjunction with the fire service and/or Torfaen Councils Environmental Health Department.

Decant or temporary accommodation may be required for the contract holder whilst services intervene to reduce the risk of fire and other health and safety concerns and the contract holder will be liable for the cost of this, along with the cost of works required therefore they should be provided with the opportunity to arrange their own works providing they can get the work completed in the time frame permitted by the agencies involved. Please refer to the decant process to identify the type of documentation that will need to be issued.

### **Considerations**

It may prove difficult to obtain entry into a property where the contract holder is believed to be hoarding, and therefore you may wish to ask the contract holder to meet you away from the property in order to build up a good working relationship and to ease any concerns or anxiety that the contract holder may have in allowing you into their property.

If you are aware of any agencies working with the contract holder, it is recommended that you make contact with them to see if a joint meeting can be arranged, as they may already have a good working relationship that you can utilize.

### **Gardens:**

Many of our properties, houses especially, benefit from their own gardens which are for the exclusive use and enjoyment of the contract holders whose homes they adjoin.

Gardens can bring lots of pleasure to their owners and brighten up neighbourhoods. They can also become a nuisance or hazard if neglected or misused our contract holders are expected to maintain any land within the boundary of their property, including any trees or shrubbery on this land.

If we receive reports that constitute a concern for a garden condition, a visit must be carried out the home and assessments both internally and externally need to be carried out, to ensure that there are no property condition issues inside the home.

For further guidance on advice given to contract holders around garden conditions expectations, please refer to the Contract Holder Handbook.

If the condition of garden is deemed a risk and the CH doesn't engage or address the concerns you can refer to COP high risk panel, for further consideration.



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## 2.23 No Access/ Gas Servicing / Electrical Compliance

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### Electrical & Gas Panels

The organisations has designed and implemented process in regards to both Gas and Electrical panels.

Meeting every fortnight, the panels which consist of members of various teams within the organisation, discuss individual 'cases' which result from properties which have been identified as non-compliant, in relation to both the legal obligations to which the organisation has as well as being non-complaint with Bron Afon's internal Compliance Policies.

The panels ensures that each 'case' is treated individually and following discussion the panel shall, agree appropriate actions. These actions range from possible intervention form the Community Housing team, additional support for customers who may require this and also possible escalation of legal actions to eb taken.

All discussions are recorded on the Gas/ Electrical reports with these reports being made available to senior members of the organisation for review and comment Bron Afon has a legal obligation to complete an annual gas service and safety test to all contract holder's homes fitted with a domestic gas appliance on or prior to the 12-month anniversary of the last service and test.

#### **What should be done prior to the gas appointment to maximise access rate?**

CHO to discuss importance of gas service at sign up. A marker is added to Yoda on the property which shows on the tenancy and contract holder to advise the gas service is due in 8 weeks. All staff who come into contact with the contract holder should check to see if a gas check is booked and if not they should book this in while speaking with the contract holder.

### WEEKLY GAS SPREADSHEET

Housing Tenant Liaison Officer to check addresses on **Properties For Attention column** and use all contact methods to get an appointment booked with the contract holder.

The TLO to check the tab – **Due in 8 Weeks**, those without an appointment booked are contacted by the TLO and Compliance Scheduler and the importance of the gas service and implications are explained. Check if the Contract Holder is receiving support, and liaise with their support worker if so, if no support in place and if needed make a support referral.

- If support in place, TLO to ask the Support Workers to work with the contract holder to ensure access is provided on the appointment date.

- If no support in place, TLO to visit the contract holder and explain the importance of them giving access for the gas service and offer support if feel this would be beneficial, TLO to then complete Tenancy Support referral if Contract Holder agrees to this. TLO to work with CHO around any Contract Holder issues.

### **What happens if a contract holder does not keep to their initial gas servicing appointment?**

Gas Team to follow their procedure

- On the 2<sup>nd</sup> No Access, the gas engineer will post a 'no access card' stating that they had visited and could not gain access.
- Following the 2<sup>nd</sup> no access, the organisation will hand deliver the 3<sup>rd</sup> & final letter detail a Breach of Occupation contract 'Final Warning letter', giving the contract holder 24 hours to contact us.
- In the event of a 3<sup>rd</sup> no access the Gas team will raise/ create a TMI to Community Housing
- TLO to attempt contact immediately
- Cases to be treated on an individual basis so circumstances of Contract Holders are taken into account. However these are still worked and reviewed on a fortnightly basis to ensure we are progressing the cases.
- Examples include:

Contract holder is temporarily absent from property

Contract holders is in hospital/ respite or temp residential care

Suspected abandonment investigation ongoing

Contract holder excluded from property

Contract holder has fled due to Domestic Abuse

Contract holder has provided notice to quit

CHMs should be consulted if necessary

### **Legal Escalation**

Following agreement from all parties at the No Access Panel the TLO to arrange via Capsticks Solicitors for the 4<sup>th</sup> letter in the gas/electric procedure to be posted to the Contract Holder.

Following a reasonable amount of time and continued contact attempts made to be discussed at the No Access Panel again and agreed for the case to be escalated to the injunction stage.

TLO to speak with the CHO to discuss if there are any contract breaches to ensure there are no current or pending legal action being taken and if so to agree on the route going forward.

The TLO to work with the Compliance Schedulers to pull the case records together and the TLO to complete the injunction paperwork and submit to Court.

### **Contract holders with live Notice or Court Order**

- For Contract holders with live notices – CHO to send 7 day Court Letter.
- For contract holders with Possession Orders for arrears CHO to send Eviction letter & to do a pre-eviction visit then apply for an eviction warrant.

- For contract holders with Possession Orders for ASB, Community Safety to assess whether a possession variation application is required.

### What do I do after Notice has been served?

CHO to continue to contact contract holder using all methods available  
1 week before expiry of the notice, CHO to hand deliver a 7 day Court Letter.  
All contacts are to be added to the TMI

All cases reaching this stage will be discussed in the weekly gas meetings with Gas Team & Community Housing.

### Pre-Court

Following the 7 day court letter being sent, a pre-court visit should be completed straight away by CHO to advise the contract holder the case is progressing to court.

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## 2.24 Homeseeker Matrix as of 2022

**Home Size Matrix**

Family Size	Bedsit	1 bed flat/bungalow	2 bed flat/maisonette bungalow	2 bed house	3 bed flat/maisonette	3 bed house/bungalow	4 bed house
Single Person	Yes	Yes					
Couple		Yes					
Couple/Single Person who is pregnant			Yes	Yes			
Parent/Couple with 1 child			Yes	Yes			
Parent/Couple with 2 children			Yes	Yes	Yes	Yes	
Parent/Couple with 3 children					Yes	Yes	
Parent/Couple with 4 or more children						Yes	Yes
2 or more single adults			Yes				

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## 2.25 Schedule 8: Estate Management Grounds

### REDEVELOPMENT GROUNDS

#### Ground A (building works)

1 The landlord intends, within a reasonable time of obtaining possession of the dwelling—

(a) to demolish or reconstruct the building or part of the building comprising the dwelling, or

(b) to carry out work on that building or on land treated as part of the dwelling, and cannot reasonably do so without obtaining possession of the dwelling.

### ***Ground B (redevelopment schemes)***

2 (1) This ground arises if the dwelling satisfies the first condition or the second condition.

(2) The first condition is that the dwelling is in an area which is the subject of a redevelopment scheme approved in accordance with Part 2 of this Schedule, and the landlord intends within a reasonable time of obtaining possession to dispose of the dwelling in accordance with the scheme.

(3) The second condition is that part of the dwelling is in such an area and the landlord intends within a reasonable time of obtaining possession to dispose of that part in accordance with the scheme, and for that purpose reasonably requires possession of the dwelling.

### ***SPECIAL ACCOMMODATION GROUNDS***

#### ***Ground C (charities)***

3(1) The landlord is a charity and the contract-holder's continued occupation of the dwelling would conflict with the objects of the charity.

(2) But this ground is not available to the landlord ("L") unless, at the time the contract was made and at all times after that, the person in the position of landlord (whether L or another person) has been a charity.

(3) In this paragraph "charity" has the same meaning as in the Charities Act 2011 (c. 25) (see section 1 of that Act).

#### ***Ground D (dwelling suitable for disabled people)***

4 The dwelling has features which are substantially different from those of ordinary dwellings and which are designed to make it suitable for occupation by a physically disabled person who requires accommodation of a kind provided by the dwelling and—

(a) there is no longer such a person living in the dwelling, and

(b) the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person's family).

#### ***Ground E (housing associations and housing trusts: people difficult to house)***

5(1) The landlord is a housing association or housing trust which makes dwellings available only for occupation (whether alone or with others) by people who are difficult to house, and—

(a) either there is no longer such a person living in the dwelling or a local housing authority has offered the contract-holder a right to occupy another dwelling under a secure contract, and

(b) the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person's family).

(2) A person is difficult to house if that person's circumstances (other than financial circumstances) make it especially difficult for him or her to satisfy his or her need for housing.

***Ground F (groups of dwellings for people with special needs)***

6 The dwelling constitutes part of a group of dwellings which it is the practice of the landlord to make available for occupation by persons with special needs and—

- (a) a social service or special facility is provided in close proximity to the group of dwellings in order to assist persons with those special needs,
- (b) there is no longer a person with those special needs living in the dwelling, and
- (c) the landlord requires the dwelling for occupation by a person who has those special needs (whether alone or with members of his or her family).

***UNDER-OCCUPATION GROUNDS******Ground G (reserve successors)***

7 The contract-holder succeeded to the occupation contract under section 73 as a reserve successor, and the accommodation comprised in the dwelling is more extensive than is reasonably required by the contract-holder.

***Ground H (joint contract-holders)***

8(1) This ground arises if the first condition and the second condition are met.

(2) The first condition is that a joint contract-holder's rights and obligations under the contract have been ended in accordance with—

- (a) withdrawal notice, or
- (b) exclusion.

(3) The second condition is that—

- the accommodation comprised in the dwelling is more extensive than is reasonably required by the remaining contract-holder (or contract-holders), or
- where the landlord is a community landlord, the remaining contract-holder does not (or the remaining contract-holders do not) meet the landlord's criteria for the allocation of housing accommodation.

***OTHER ESTATE MANAGEMENT REASONS******Ground I (other estate management reasons)***

9(1) This ground arises where it is desirable for some other substantial estate management reason that the landlord should obtain possession of the dwelling.

(2) An estate management reason may, in particular, relate to—

- all or part of the dwelling, or
- any other premises of the landlord to which the dwelling is connected, whether by reason of proximity or the purposes for which they are used, or in any other manner.

**FUNDAMENTAL PROVISION***Fundamental provision applicable to all occupation contracts*

10 This Part of this Schedule is a fundamental provision which is incorporated as a term of all occupation contracts.

**APPROVAL OF REDEVELOPMENT SCHEMES FOR PURPOSES OF GROUND B****Approval of scheme and of variation of scheme**

11(1) The Welsh Ministers may, on the application of a landlord, approve for the purposes of estate management Ground B a scheme for the disposal and redevelopment of an area of land consisting of or including the whole or part of a dwelling subject to an occupation contract.

(2) For the purposes of this paragraph—

- “disposal” means a disposal of any interest in the land (including the grant of an option), and
- “redevelopment” means the demolition or reconstruction of buildings or the carrying out of other works to buildings or land,

and it is immaterial whether the disposal is to precede or follow the redevelopment.

(3) The Welsh Ministers may on the application of the landlord approve a variation of a scheme previously approved by them and may, amongst other things, approve a variation adding land to the area subject to the scheme.

**Notice to contract-holders affected**

12(1) If a landlord proposes to apply to the Welsh Ministers for the approval of a scheme or variation of an approved scheme, the landlord must give a notice to the contract-holder under any affected occupation contract.

(2) An occupation contract is affected if the dwelling subject to it is affected by the proposal.

(3) The notice must state—

- the main features of the proposed scheme, or of the proposed variations of the approved scheme,
- that the landlord proposes to apply to the Welsh Ministers for approval of the scheme or variation, and
- that, because of section 160 and estate management Ground B, the effect of such approval will be to enable the landlord to make a possession claim in respect of the dwelling.

(4) The notice must also inform the contract-holder that—

- he or she may make representations to the landlord about the proposal, and
- the representations must be made before the end of the period of 28 days starting with the day on which the notice is given to him or her (or such longer period as the landlord may specify in the notice).

(5) The landlord may not apply to the Welsh Ministers until the landlord has considered any representations made before the end of that period.

(6) Sub-paragraph (7) applies in the case of a landlord under an occupation contract which would (but for this paragraph) be required under section 234 to consult the contract-holder as regards a redevelopment scheme (or a variation of a redevelopment scheme).

(7) Where this sub-paragraph applies, this paragraph is to apply in relation to the landlord's consultation with the contract-holder instead of section 234.

### ***Decision on approval or variation***

13(1) In considering whether to give its approval to a scheme or variation the Welsh Ministers must, among other things, take into account—

- the effect of the scheme on the extent and character of housing accommodation in the neighbourhood,
- the period of time proposed in the scheme as the period within which the proposed disposal and redevelopment will take place, and
- the extent to which the scheme includes provision for housing provided under the scheme to be sold to, or occupied under occupation contracts by, relevant persons.

(2) “Relevant persons” means existing contract-holders under an occupation contract with the landlord and, if the landlord is a community landlord, persons nominated by the landlord.

(3) The Welsh Ministers must also take into account—

- any representations made to them, and
- so far as they are brought to the Welsh Ministers' attention, any representations made to the landlord.

(4) The landlord must give to the Welsh Ministers such information as to the representations made to the landlord, and other relevant matters, as the Welsh Ministers may request.

### ***Scheme affecting part of dwelling etc.***

14 The Welsh Ministers may not approve a scheme or variation so as to include in the area subject to the scheme—

- part only of any dwelling subject to an occupation contract, or
- any dwelling subject to an occupation contract that is not affected by the works involved in the redevelopment but is proposed to be disposed of along with other land which is so affected,

unless they are satisfied that the inclusion is justified in the circumstances.

### ***Conditions in relation to approval***

15(1) The approval may be given subject to conditions and may be expressed to end after a specified period.

(2) The Welsh Ministers, on the application of the landlord or otherwise, may vary an approval so as to—

- add, remove or vary conditions to which the approval is subject, or
- extend or restrict the period after which the approval is to end.

### ***Special provision for community landlords***

16 For the purposes of this Part of this Schedule a community landlord is to be treated as being a landlord in relation to a dwelling if it has an interest of any description in that dwelling.

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## **2.26 Schedule 6: reasonableness to withhold consent**

Circumstances which may be relevant to reasonableness generally include:

### ***The status of the contract:***

- whether any party to the contract have taken steps towards ending the contract, or done anything which may cause the contract to end

### ***The Dwelling:***

- the size and suitability of the property affected by the requested transaction
- Whether, as a result of the requested transaction, the property will:
  - constitute overcrowding
  - provide substantially more extensive accommodation than is reasonable required by the persons who will occupy it (under-occupying)
  - provide accommodation that is not suitable for the needs of the persons who will occupy the property (EG: adapted properties)
- Whether, if the requested transaction took place, an estate management grounds would become available in line with Schedule 8
- Whether, where the landlord has established requirements such as age restricted or general characteristics required for the property, the persons will meet these conditions

### ***Circumstances of the contract holder and other occupiers:***

- The probable effect of the requested transaction to parties of the transaction, and/or any other persons who occupy the property
- The financial interests of the contract (*this does not apply if the contract is a secure contract*)
- The conduct of the contract holder, including any breaches of contract
- Whether the contract holder has provided the relevant information when the landlord has requested further information from them in order to assess the transaction request.
- Where the contract holder may be in breach of their contract, consent to a requested transaction can be provided on the condition that:
  - the transaction may only taken place once the contract holder is no longer in breach of their contract
  - or that anyone who may become a contract holder as a result of the request, then also become liable for the breach.

### ***Circumstances of landlord:***



- The probable effect the requested transaction on its ability to fulfil its housing functions
- Whether a person would obtain a property (or similar property) if the transaction didn't take place and any allocation policy that reflects this should also be provided as an explanation if refused (IE: maximum occupancy and/or homeseeker matrix)

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## **2.27 Schedule 10: Orders for possession on discretionary grounds, etc: Reasonableness**

This schedule applies for determining whether it is reasonable:

- To make an order against breach of contract or an estate management ground
- To make a decision to adjourn proceedings on a possession claim or postpone the giving up of possession

*Circumstances as regards the contract holder:*

- The probable effect of the order on the contract holder and/or permitted occupiers
- If a decision to postpone giving up possession is made, the likelihood that the contract holder will comply with the terms imposed

*Circumstances as regards the landlord:*

- The probable effect of not making an order on the landlords' interests, including financial interests
- The probable effect of the landlords ability to fulfil its housing functions, including assisting the other persons in need of accommodation

*Circumstances as regards other persons:*

- The probable effect of the order, including for conditions of breach of contract S157, on:
  - contract holders and permitted occupiers
  - persons who have asked the landlord to provide them housing accommodation
  - persons living, visiting, or otherwise engaging in a lawful activity in the locality (and persons who wish to live, visit or engage in lawful activities in the locality)

*New Occupation Contract Offered:*

- Where the landlord offered or undertakes to offer a new occupation contract (whether for the same property or other properties) to one or more of the persons occupying or living there.

Circumstances in relation to a possession claim on grounds of breach of contract:

If a possession claim is made on S157 breach of contract grounds (Including on Anti-social behaviour grounds):

- the nature and frequency of the breach/es
- the degree in which the contract holder and/or permitted occupier is responsible for the breach
- how likely it is the breach will re-occur

- for Section 55, ASB: the general public interest in restraining the conduct prohibited by that section
- any action to end or prevent re-occurrence of the breach, taken by the landlord before making the possession claim

Circumstances relating to Estate Management ground G:

If the claim is made relying wholly or part on Ground G:

- the age of the contract holder who succeeded
- The period during which the contract holder has occupied the property as their only principal home
- Any financial or other support given by the contract holder to the contract holder who died (or, if the contract holder who died was the successor of an earlier contract holder, to that earlier contract holder)

Circumstances relating to Estate Management Ground H

If the claim is made wholly or partly on Ground H:

- The age of the remaining contract holder/s
- The period during which the remaining contract holder/s has occupied the property as their only principal home

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## **Possession Claims: Powers of court in relation to Absolute Grounds (only applicable for Secure Contracts)**

### **212 Contract-holder's notice ground**

(1) This section applies if—

- the landlord under a secure contract makes a possession claim on the ground in section 165 (contract-holder's notice), and
- the court is satisfied that the ground is made out.

(2) The court must make an order for possession of the dwelling (subject to any available defence based on the contract-holder's Convention rights).

(3) This section is subject to section 213 (review by the county court).

### **213 Review of claim made on absolute ground**

(1) This section applies if a landlord under a secure contract makes a possession claim in the county court on the ground in section 165 (contract-holder fails to give up possession following a contract-holder's notice), and—

- the landlord is a community landlord, or
- the landlord's decision to make a possession claim on that ground is subject to judicial review.

(2) The contract-holder may make an application in the possession proceedings for a review by the county court of the landlord's decision to make the claim.

(3) The county court may confirm or quash the decision.

(4) In considering whether to confirm or quash the decision, the county court must apply the principles applied by the High Court on an application for judicial review.

(5) If the county court quashes the decision it may—

- set aside the possession notice and dismiss the possession proceedings.
- make any order the High Court could make when making a quashing order on an application for judicial review.

(6) The contract-holder may not make an application under subsection (2) after an order for possession has been made in respect of the dwelling.

## 214 Powers to postpone giving up of possession

(1) This section applies if the court makes an order for possession of a dwelling under section 212.

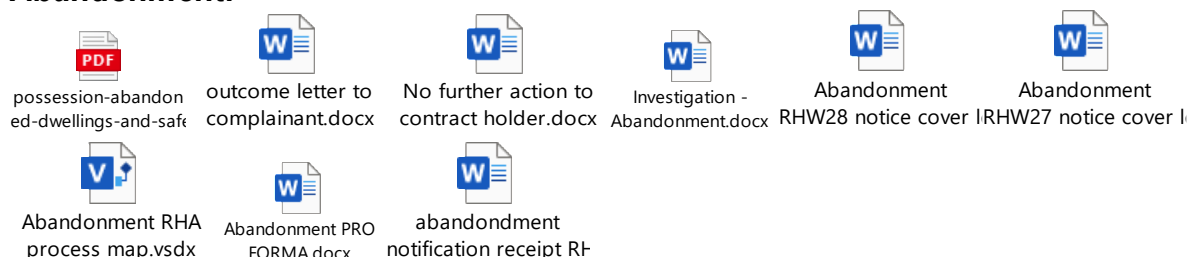
(2) The court may not postpone the giving up of possession to a date later than 14 days after the making of the order, unless it appears to the court that exceptional hardship would be caused if the giving up of possession were not postponed to a later date.

(3) The giving up of possession may not in any event be postponed to a date later than six weeks after the making of the order.

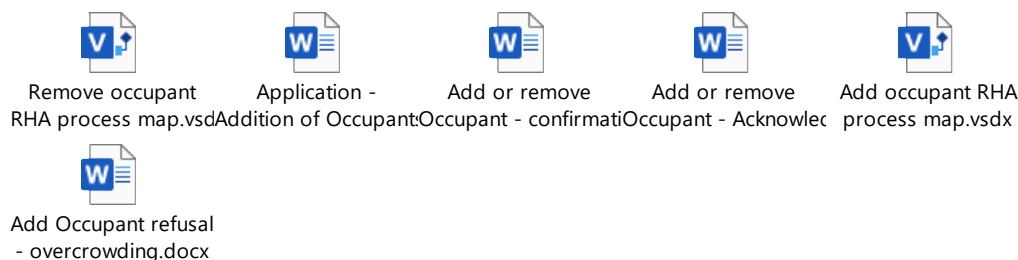
(4) The giving up of possession may be postponed by the order for possession, or by suspending or staying execution of the order for possession.

## 2.28 Letters / Applications / Investigations Forms

### Abandonment:



### Add / Remove Occupant



### Animals and Pets Application:



Application - Animals  
and Pet request.docx

### ***Contract Transfer (Assignment)***



Refusal of Transfer  
Request.docx



Process Flow -  
Assignment.vsd



Investigation -  
Assignment.docx



Contract Transfer  
Assignment RHA proc



Checklist.docx



Assignment further  
information required



Assignment  
Acknowledgement Let



Approval of Transfer  
Request.docx



Application -  
Assignment.docx

### ***Business Use Permission***



Process Flow -  
BUP.vsd



permission granted  
RHA.docx



outcome to  
complainant RHA.docx



Investigation Form - Factsheet - Business  
Use Permission.docx



BUP refusal RHA.docx



BUP confirmation of  
complaint RHA.docx



BUP confirmation of  
application RHA.docx



BUP



Application -  
Business Use Permissi

### ***Deceased contract holder / Succession***



Succession refusal  
RHA.docx



Succession  
approved, cannot reapproved at address



Succession



Letter confirming



Investigation -  
Tenancy End, Death



Investigation -  
Succession.docx



confirmation of  
Contract End RHA.docx



Condolences  
Survivorship RHA.docx



Condolences  
Successor Consider



Application -  
Succession.docx

### ***Identity Change***



Investigation -  
Identity Change.docx



Identity Change RHA  
process map.vsd



Identity Change  
Request Refusal RHA.



Identity Change  
Request Confirmation



Identity Change  
Request Approval RHA

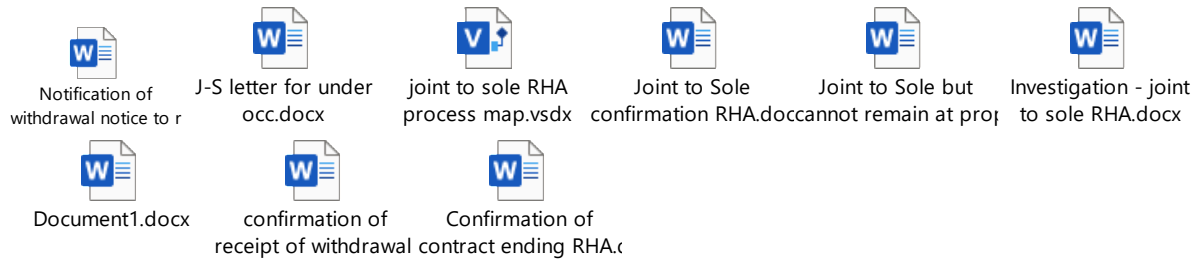


Identity Change  
Acknowledgement of



Application - Identity  
Change.docx

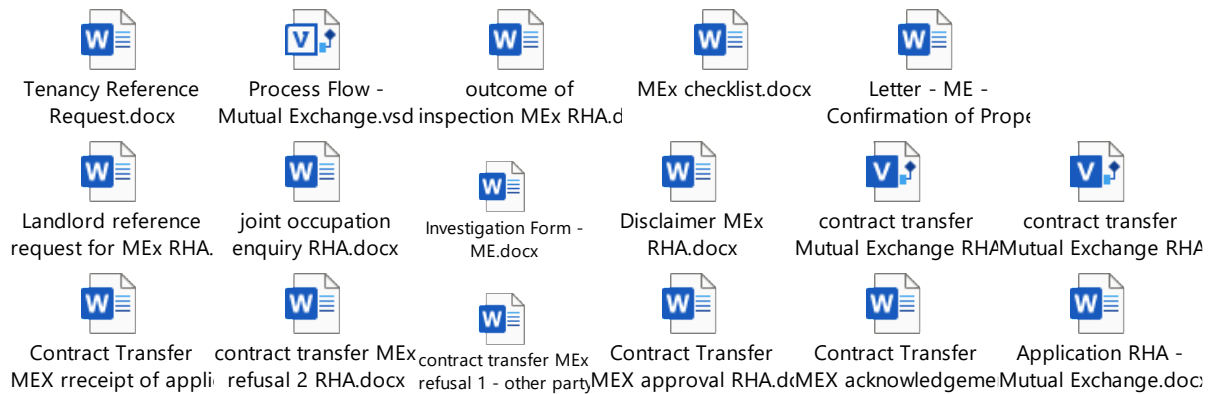
### ***Joint to Sole***



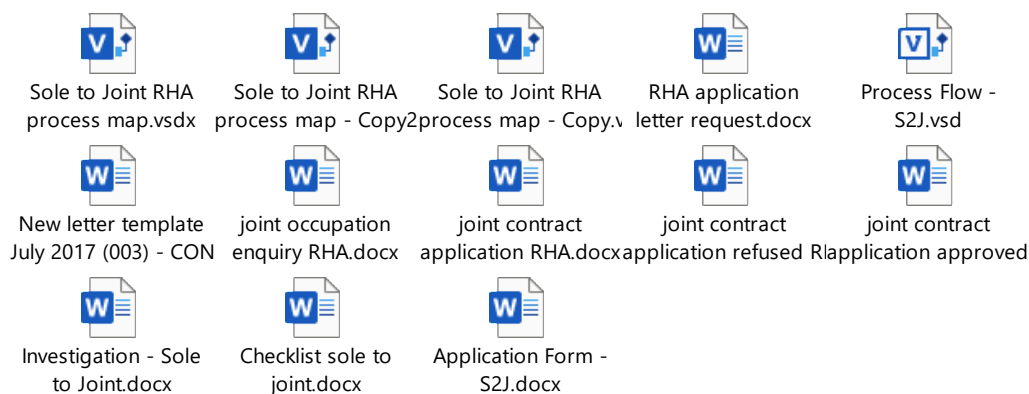
## ***Lodgers***



## ***Contract Transfer (Mutual Exchange)***



## ***Sole to Joint***



## ***Subletting***



Sublet notification to  
contract holder RHA.c



Sublet final warning  
RHA.docx



Sublet complaint  
outcome RHA.docx



Sublet complaint  
outcome for contract



Investigation -  
Subletting.docx



confirmation of  
sublet complaint RHA

## Unauthorised Occupants



outcome to person  
notifying RHA.docx



notification of  
outcome to contract



notification of  
contract changes RHA



Investigation -  
Unauthorised Occupa



squatters complaint  
RHA.docx



squatters complaint  
acknowledgement RHA



unauthorised  
occupants formal war

## Contract Fraud



notification of  
complaint to contract



Letter - Tenancy  
Fraud - Update to Co



Letter - Tenancy  
Fraud - Outcome to T



Letter - Tenancy  
Fraud - Notification o



Letter - Tenancy  
Fraud - Acknowledger



investigation  
outcome to complain



investigation  
outcome RHA.docx



Investigation -  
Contract Fraud.docx



contract fraud  
complaint acknowledg

## Contract Absence



Permission for  
temporary absence R



Investigation -  
Temporary Absence.d



Application -  
Temporary Absence.d



Absence complaint  
notification to contr



Abandonment  
complaint - notifier R



update for absence  
reported RHA.docx



Request for temp  
absence RHA.docx



Refusal for  
temporary absence R

**Document Control**

<b>Responsible Officer</b>			
<b>Approval / Review</b>			
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