



# Tenancy Management Policy

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## 1 Introduction

1.1 Stockport Homes Group is a registered provider of social and affordable housing. We manage about 12,000 homes owned by Stockport Council and Stockport Homes. Most of the properties we manage are rented under a tenancy agreement. Some are managed under licences, lease agreements, shared ownership agreements and deeds of covenant.

1.2 Tenancy agreements set out the terms of a customer's tenancy, including their responsibilities as tenant and Stockport Homes' responsibilities as landlord. These documents are our legal agreement with customers and should be read alongside this document. If there is any variance between this policy and individual Tenancy Agreements, then the Tenancy Agreement takes precedence.

1.3 We manage many different types of tenancy including Council Secure Tenancies, Stockport Homes' Assured tenancies, home ownership tenancies and the tenancies designated for older people and other supported tenancies.

1.4 Stockport Homes provides a tenancy management service that aims to create sustainable tenancies and communities and make the most efficient use of the limited affordable housing stock managed by Stockport Homes.

1.5 We work hard to prepare customers to take on the responsibilities of a tenancy and check in regularly with new tenants, providing support when needed including benefits and energy advice, employment support and will signpost to credit union facilities.

1.6 This policy helps Stockport Homes meet our aims of:

- Contributing to make Stockport fairer by reducing inequality, poverty and supporting customers in all aspects of their lives
- Delivering excellent customer service, driven by customer feedback and experience.

1.7 Stockport Homes measures how satisfied customers are with services in order to learn and improve. Performance is closely monitored by Stockport Homes' Leadership Team and Board.

1.8 Tenant Satisfaction Measures are submitted to the Regulator of Social Housing annually. The Measures relevant to this policy are detailed in the Internal Control section of this policy. They are continuously updated on the Stockport Homes [website](#).

## 2 Scope

2.1 This policy covers Stockport Homes managed social and affordable rented housing. It does not include freeholders, leaseholders, shared owners and privately let properties that are managed by separate policies.

2.2 The policy sets out Stockport Homes' general approach to Tenancy Management. However, we will consider decisions on a case-by-case basis and make exceptions where appropriate and reasonable to do so. Customers and colleagues should feel comfortable asking us to do things differently where this meets a particular need.

2.3 All customers should have equal opportunity to access Stockport Homes' services if it is practically possible. Stockport Homes must consider changing its approach if it is putting a vulnerable or disabled customer at a disadvantage compared to customers who are not vulnerable or disabled. Please see our [Vulnerability Policy](#). Customers can nominate a representative to act for them in interactions with us.

2.4 Adjustments to services will be considered on a case-by-case basis. Examples of reasonable adjustments might be offering assisted gardening, or support for customers who are struggling to manage their property condition.

2.5 Customers should [contact us](#) to tell us that they require reasonable adjustments to meet their individual needs and discuss how they can be best supported.

## 3 Definitions

3.1 **Assistance Animal** – is an auxiliary aid to a disabled person., e.g. a guide or hearing dog. This definition does not include Emotional Support Animals.

3.2 **Arrears** – money that is owed and should have been paid earlier, e.g. rent that has not been paid on time.

3.3 **Customer** – describes Stockport Homes/Stockport Council tenants and household members.

3.4 **Emotional Support Animals** – is an animal that provides a therapeutic benefit (e.g. emotional support, comfort, companionship) to a person.

3.5 **Former Tenant** – a person/s who has previously held a tenancy with Stockport Homes/Stockport Council.

3.6 **Patch Officers** - are Neighbourhood Housing Officers, Independent Living Officers and Home Ownership Officers. They are often the first point of contact for customers for tenancy related issues. To contact a Patch Officer please [contact us](#).

3.7 **Pet** - Stockport Homes defines a pet to be any animal kept by a customer within a Stockport Homes managed property, including gardens, communal areas or land.

3.8 **Registered Housing Provider** – is a registered social landlord or housing association. The Regulator of Social Housing manages the statutory

register of social housing providers (the register) which lists private (non-profit and profit-making) providers and local authority providers.

3.9 **Recharges** – are charges made to customers if we incur costs or expenses as a result of them not meeting their responsibilities. Examples where we will recharge include where we have had to repair things that are the responsibility of the tenant, cost of repeated missed appointments, costs to dispose of items left behind after the end of a tenancy, costs and expenses of us taking action to uphold the Tenancy or Lease Agreement (including court action).

3.10 **Rent** – the total amount paid to a landlord by an occupier in return for the use and occupation of accommodation.

3.11 **Service charges** – are costs that tenants pay for services provided by the landlord, e.g. grounds maintenance and door entry systems.

3.12 **Stockport Council** – is Stockport Metropolitan Borough Council.

3.13 **Tenancy Contact** – is a planned phone call or visit to a customer by a patch officer.

3.14 **Tenant** – a person who has entered into a tenancy agreement with either Stockport Homes or Stockport Council.

## 4 Security of Tenure

4.1 In general, it is Stockport Homes' policy to offer tenancies which are compatible with the purpose of the property, the needs of the households, the sustainability of the community and the efficient use of our housing stock. However, sometimes tenancy type and length may be restricted, e.g. tenants that are new to social housing or affordable housing will receive either an Introductory or Starter Tenancy ([see table below](#)).

4.2 Other factors may also influence tenancy length including:

- Ownership of the land or property (Stockport Council, Stockport Homes or another landlord, private landlord etc)
- The type of grant funding used to build or buy the property.

4.3 Council and housing association tenancies are limited and valuable. This policy sets out the different types of tenancy and the main features of each type. However, the tenancy agreement, lease or other legal agreement/s will set out the terms of a customer's individual tenancy. These documents should be read alongside this policy. To discuss tenancy agreements or this policy please [contact us](#).

4.4 We would always advise customers to take independent advice before making changes or decisions about their tenancy. There are many free and reputable advice services for customers including:

- Citizens Advice Bureau (CAB)
- Shelter (housing and homelessness charity)
- Law Centres
- LawWorks.

## 5 Types of Tenancy Agreement

5.1 Stockport Homes offer and manage different kinds of tenancy:

Tenancy Type	Tenancy Features
Introductory Tenancy	<ul style="list-style-type: none"> <li>• Granted to new tenants of Stockport Council owned homes that are not moving from a Secure Tenancy with another Registered Housing Provider</li> <li>• Usually a 12-month tenancy</li> <li>• After 12 months, tenants will usually be granted a Secure Tenancy</li> <li>• May be extended if there have been issues with the Introductory Tenancy</li> <li>• If tenants move within 12 months to another tenancy, they will usually be issued with a new tenancy for the remainder of the 12 months</li> </ul>
Secure Tenancy	<ul style="list-style-type: none"> <li>• Granted to tenants living in Stockport Council owned homes who have successfully completed an Introductory Tenancy</li> <li>• Granted to tenants who have held a Secure Tenancy with another Registered Housing Provider</li> <li>• Secure Tenancies can only be ended by a court order and the court may only make an order in certain, specified, circumstances</li> <li>• Tenancy may be passed to a family member in some circumstances</li> </ul>
Assured Shorthold (Starter) Tenancy (AST)	<ul style="list-style-type: none"> <li>• A Starter Tenancy is an Assured Shorthold Tenancy. Stockport Homes will usually offer the tenant an Assured Tenancy after 12 months if the starter period has been managed satisfactorily</li> <li>• Granted to new tenants of Stockport Homes that are not moving from an Assured or Secure Tenancy with another Registered Housing Provider</li> <li>• May be extended if there have been issues in the first 12 months</li> <li>• If tenants move within 12 months to another tenancy, they will usually be issued with a new tenancy for the remainder of the 12 months</li> </ul>
Assured Tenancy	<ul style="list-style-type: none"> <li>• Granted to tenants living in Stockport Homes owned homes</li> <li>• Assured Tenancies can only be ended by a court order and the court may only make an order in certain, specified, circumstances</li> </ul>

	<ul style="list-style-type: none"> <li>Tenancy may be passed to a family member in some circumstances</li> </ul>
Joint Tenancies	<ul style="list-style-type: none"> <li>An Introductory, Secure, Assured or Assured Shorthold Tenancy granted to married couples, spouses, civil partners, or established unmarried couples (partners) at the start of a tenancy</li> <li>New spouses, civil partners or partners cannot be added to the tenancy, other than in exceptional circumstances, e.g. court order</li> <li>Tenancy may be passed to a family member in some circumstances</li> </ul>
Equitable Tenancy	<ul style="list-style-type: none"> <li>A Starter or Introductory Tenancy held in trust for somebody under the age of 18</li> <li>Usually granted to 16 and 17 year-olds referred by Stockport Council Children's Social Care</li> <li>The occupier will usually be granted a new Secure or Assured Tenancy when they reach the age of 18</li> <li>The applicant/customer can register on Homechoice and accrue points for time on the waiting list before they are 18. However, they are unable to bid for properties until they are 18 years old</li> <li>Includes all tenancy conditions normally found in an Introductory or Assured Shorthold Tenancy</li> </ul>
Housing First Tenancy	<ul style="list-style-type: none"> <li>Housing First Tenancies are offered to homeless customers referred to Stockport Homes via the Housing First Panel. These tenancies may be offered as Introductory or Assured Shorthold (starter) tenancies or by Licence Agreement</li> </ul>

## 6 Stockport Homes Tenancy Contacts, Visits and other Contacts

6.1 It is Stockport Homes' policy to carry regular tenancy contacts at the following intervals:

Who	When	Who	Purpose
New tenant/s and customers who have transferred to another property	6 weeks after move-in	Patch Officer	<p>Help customers settle into their new home.</p> <p>Give customers the chance to discuss any concerns they may have about their new home and community.</p> <p>Check property condition.</p> <p>Address any tenancy issues or problems, including providing support and/or</p>

			signposting to other Stockport Homes/Stockport Council and/or external agencies.
New tenant/s and customers who have transferred to another property	Up to 9 months after move-in	Patch Officer	<p>Help customers settle into their new home.</p> <p>Give customers the chance to discuss any concerns they may have about their new home and community.</p> <p>Check property condition.</p> <p>Address any tenancy issues or problems including providing support and/or signposting to other Stockport Homes/Stockport Council and/or external agencies.</p> <p>For Introductory and Starter Tenants, to check whether the tenant is ready to move to a Secure or Assured Tenancy.</p>
Established tenants	Periodic and ad-hoc	Patch Officer	<p>These contacts are prioritised to those who may require tenancy support.</p> <p>Give customers the chance to discuss any concerns they may have about their home and community.</p> <p>To collect customer views and satisfaction measures.</p> <p>Check property condition, including poorly maintained gardens/unauthorised alterations, subletting, abandonment.</p> <p>Address any tenancy issues or problems including providing support and/or signposting to other Stockport Homes/Council and/or external agencies.</p>

6.2 At each Tenancy Contact the Patch Officer will complete an electronic Tenancy Visit Survey. The survey results give Stockport Homes important feedback and to help us to understand issues that are important to customers and measure customer satisfaction with us as a landlord.

6.3 Stockport Homes will use Tenancy Contacts to identify and discuss any support needs with customers. We will ask for permission to refer for appropriate support. If colleagues have safeguarding concerns these should be discussed with a manager and/or a Safeguarding Champion.

## **Contact with 16/17-year-old 'equitable tenants'**

6.4 These customers will receive continuing support from both Stockport Council and Stockport Homes. More information can be provided by [contacting us](#).

## **Access to Stockport Homes managed properties**

6.5 It is a condition of Stockport Homes'/Stockport Council's standard tenancy agreements that tenants must give access to inspect, carry out repairs, maintenance or improvements.

6.6 Access will normally be requested at least 24 hours before for gas safety checks, electrical checks, routine property inspections, cyclical works and tenancy visits, unless we believe there is an emergency or a health and safety risk.

6.7 If Stockport Homes has taken reasonable steps and is still unable to get into the property, we will take appropriate action. This may include applying to court for an injunction requiring the tenant to give access and/or possession proceedings.

## **7 Death of a tenant and passing on a tenancy (Succession)**

7.1 Stockport Homes understands that bereavement is a difficult time for family and friends and will act in a sympathetic and professional way.

7.2 Customers should let us know as soon as possible if they become aware of the death of a tenant, they are living with a tenant who has passed away or are helping to deal with a tenant's property, belongings and money (known as their estate). For more information please read our booklet '[What to do when a tenant dies](#)'.

7.3 On the death of a tenant, the executor of a tenant's will or if there is no will, the next of kin should complete a [Tenancy Termination Form](#) or inform us in writing and provide Stockport Homes with a copy of the death certificate.

7.4 Once informed of the death of a tenant, Stockport Homes will provide support and guidance including how to end the tenancy if the property is unoccupied. In general, Stockport Homes will agree to end the tenancy on the Sunday after it has received the death certificate and all keys to the property. If the death certificate and keys are returned by 10am on a Monday, the tenancy will be ended the Sunday prior.

7.5 An 'executor' is legally responsible for carrying out the instructions in the person's will and handling their estate. In this section, 'next of kin' means the person or persons who would have priority under section 22 of The Non-Contentious Probate Rules 1987. These will usually be (in order of priority) the surviving spouse or civil partner, children, grandchildren (if the parent has died), parents, brothers and sisters and aunts and uncles.

7.6 In some circumstances, following the death of a tenant, their tenancy can pass to someone else who lives in the property as their only and principal home. This is known as an assignment by succession, or succession. Usually, a tenancy can only be assigned once, e.g. if a tenancy is assigned via succession, it cannot be assigned or succeeded to again.

7.7 Any arrears or credit on the deceased tenants account upon death will either be charged to, or form part of their estate.

### **Where the property is occupied following the death of a tenant**

7.8 In general, spouses, civil partners and partners can always remain in a deceased tenant's home after their death as the tenancy will automatically pass to them if they have been living at the property as their only and principal home for at least 12 months.

7.9 Other people who have been living at the property as their only and principal home for at least 12 months may be eligible to succeed to the tenancy. Stockport Homes will consider whether the tenancy agreement or legislation allows for this. If the application is successful, then the tenancy will pass to that person. To discuss and/or apply to succeed to a tenancy please [contact us](#).

7.10 We would always advise customers to take independent advice before making changes or decisions about their tenancy. There are many free and reputable advice services for customers including:

- Citizens Advice Bureau (CAB)
- Shelter (housing and homelessness charity)
- Law Centres
- LawWorks.

### In exceptional circumstances

7.11 Stockport Homes may agree to grant a **new** tenancy to enable the property to be used to maximum benefit. Such cases are discussed at Special Housing Panel made up of senior Stockport Homes and Stockport Council Officers (e.g. social workers). Exceptional circumstances may include cases where children are orphaned by the death of a parent and may end up in care if a new tenancy is not granted to a non-resident grandparent.

## Property suitability

7.12 Stockport Homes will evaluate each application for succession in terms of the suitability of the property. In practice, this may mean that a property may be judged to be larger than needed (e.g. a single person in a three-bed house) and an alternative suitably sized property will be offered instead.

## If an application to succeed is unsuccessful

7.13 Stockport Homes will provide rehousing advice and support to those affected.

## Where nobody is entitled to succeed to the tenancy

7.14 Stockport Homes will act to recover the property by serving a notice to quit on the appropriate person/s to end the tenancy. This will usually be the executors and/or administrators of the deceased's estate (and/or notice seeking possession in respect of an assured tenancy).

7.15 Where the property remains occupied for any reason after expiry of a notice to quit, e.g. where succession rights are being investigated, the occupiers will be liable to pay a charge for use and occupation. It will be set at a level equal to the rent that could be achieved if the property were re-let. Stockport Homes' acceptance of a use and occupation charge does not indicate an intention to enter into a tenancy with the occupier(s).

## **Where the property is unoccupied**

7.16 If a property is unoccupied following the death of a tenant, no one will have a right to succeed to the tenancy as no other persons have been living at the property as their only and/or principal home for 12 months.

7.17 In these circumstances, Stockport Homes will act to terminate the tenancy and recover the property.

7.18 Liability for paying rent will continue until expiry of the notice to quit served as above. Stockport Homes is entitled to compensation equivalent to the rent until keys are returned.

7.19 If the deceased left a will or died intestate (without a will), Stockport Homes will consider taking back possession of the empty property before the notice to quit expires, i.e. to reduce the liability for the deceased estate.

7.20 Stockport Homes will allow a reasonable period for the executors or next of kin to sort and collect the deceased belongings and will give reasonable notice (usually 28 days) before disposing of any uncollected items.

7.21 Stockport Homes may act to recover the cost of removing and storing uncollected belongings to the deceased estate where the tenancy agreement allows.

## 8 Passing on a tenancy other than on death (Assignment)

8.1 In some circumstances, a tenancy can pass to someone else who lives in the property as their only and principal home. This is known as an assignment. Usually, a tenancy can only be assigned once, e.g. if a tenancy is assigned once e.g. via succession (see section 7), it cannot be assigned again.

8.2 In general, tenancies can only be assigned where:

- There is a mutual exchange (in accordance with the Tenancy Agreement). Mutual exchange is only available to secure and fully assured tenants. For more information, see section 11
- In accordance with a Court Order
- The assignment is to somebody who would be qualified to succeed to the tenancy.

8.3 Stockport Homes may withhold consent or attach conditions when:

- The property is subject to a possession order or court proceedings
- The tenant is subject to an anti-social behaviour injunction (or other relevant order)
- Property is not suitable (for example, if it is too large for the proposed assignee), the property has been adapted or has been built for the purposes of supported accommodation and those within a sheltered scheme
- Where alterations and improvements to the property have been made without Stockport Homes' permission and/or there are health and safety concerns over the property conditions
- If a tenant is in rent arrears or in breach of their tenancy agreement. Consent is conditional on the tenant paying the outstanding rent or remedying the breach of their tenancy agreement.

8.4 Where properties are in a poor condition and repairs are needed consent to assignment may be given conditionally on the costs of the works being recharged and paid by the outgoing tenant.

8.5 Stockport Homes does not have a legal responsibility to support or rehouse a tenant who has assigned their tenancy.

8.6 To discuss or apply for assignment please [contact us](#).

8.7 We would always advise tenants to take independent advice before making changes or decisions about their tenancy. There are many free and reputable advice services for customers including:

- Citizens Advice Bureau (CAB)
- Shelter (housing and homelessness charity)
- Law Centres
- LawWorks.

## 9 Relationship Breakdown

9.1 Relationship breakdown is a common cause of tenancy failure and homelessness. Stockport Homes recognises that there are a wide range of relationships that exist, including same sex marriages/relationships and civil partnerships.

9.2 Stockport Homes aims to provide consistent, fair and transparent tenancy management that minimises any negative impact of relationship breakdown and makes best use of housing stock. We will deal with customers' circumstances on a case-by-case basis taking the best interests of any children into account.

9.3 If there is a joint tenancy and relationship breaks down, the departing tenant can be removed from the tenancy with the agreement of both parties.

9.4 We will signpost affected customers to support services with the aim of preventing homelessness whenever possible.

9.5 Stockport Homes has a key role to play in identifying, preventing, and responding to domestic abuse. For more information please see our [Customer Domestic Abuse Policy](#) and/or [contact us](#).

## 10 Name changes for existing tenants

10.1 Stockport Homes will change the name/s of tenants in its systems upon receipt of one of the following official documents:

- Marriage or civil partnership certificate
- Divorce or dissolution certificate
- Statutory declaration, deed poll or new birth certificate.

## 11 Mutual Exchange

11.1 Stockport Homes will actively assist and support tenants who want to exchange their property. We promote exchanges to make the best use of housing stock and will assist when tenancy changes affect benefits.

11.2 Mutual exchange can occur in two ways:

- Mutual exchange by assignment
- Mutual exchange by surrender and regrant.

11.3 In most cases, mutual exchange will take place by way of assignment.

11.4 A mutual exchange by assignment occurs when tenants assign their tenancies to each other. A mutual exchange by assignment can only take place if all tenants are either secure tenants (either of Stockport Council or another local authority) or fully assured tenants (either of Stockport Homes or another registered provider of social housing). Stockport Homes may allow mutual

exchange of starter or introductory tenancy in exceptional circumstances. For more information please [contact us](#).

11.5 Each tenant must have their landlord's consent to assign their tenancy.

11.6 By law Stockport Homes must respond to a request for mutual exchange from a secure tenant within 42 days. While there is no time limit to respond to a request from an assured tenant, Stockport Homes will try and do so within 42 days.

11.7 Stockport Homes may withhold consent or attach conditions when:

- The property is subject to a possession order or court proceedings
- The tenant is subject to an anti-social behaviour injunction (or other relevant order)
- Property is not suitable (for example, if it is too large for the proposed assignee), the property has been adapted or has been built for the purposes of supported accommodation and those within a sheltered scheme
- Where alterations and improvements to the property have been made without Stockport Homes' permission and/or there are health and safety concerns over the property conditions
- If a tenant is in rent arrears or in breach of their tenancy agreement. Consent is conditional on the tenant paying the outstanding rent or remedying the breach of their tenancy agreement.

11.8 Where properties are in a poor condition and repairs are needed consent to assignment may be given conditionally on the costs of the works being recharged and paid by the outgoing tenant.

11.9 Please note: Stockport Homes does not take responsibility in cases where customers choose to accept a property in poor decorative condition.

11.10 We would always advise tenants to take independent advice before making changes or decisions about their tenancy. There are many free and reputable advice services for customers including:

- Citizens Advice Bureau (CAB)
- Shelter (housing and homelessness charity)
- Law Centres
- LawWorks.

### **Note for colleagues**

11.11 Colleagues should consult a manager or take legal advice if:

- Any party to the proposed exchange is not a secure tenant or a fully assured tenant
- The landlord of any party to the proposed exchange is not Stockport Council or Stockport Homes.

## 12 Rightsizing

12.1 Demand for social and affordable rented housing far outweighs supply. The Rightsizing service aims to identify and engage with current tenants who live in family sized properties and would benefit from a smaller, more manageable property.

12.2 Common reasons for tenants to want to rightsize may include changes to family make-up, medical and support needs and financial impacts of under occupancy or rising heating costs.

12.3 The rightsizing service offers assessment of tenant circumstances, including eligibility for the service, financial support and practical assistance. The service may:

- Contribute to costs of removal services, new carpets, new white goods to fit a smaller space, clearing any Stockport Homes account arrears
- Co-ordinate a move working with removal companies, carpet and white good suppliers, Stockport Homes’ plumbers and electricians, e.g. to connect appliances
- Reserve suitable one-bedroom properties so tenants rightsizing do not have to bid for properties through Homechoice.

12.4 For more information [contact us](#) or email the team direct at [rightsizing@stockporthomes.org](mailto:rightsizing@stockporthomes.org).

## 13 Pets

13.1 Stockport Homes’ policy has been developed using guidance from the RSPCA. We recognise that keeping pets may offer significant benefits to owners, enhancing wellbeing and quality of life.

13.2 Customers should check their tenancy agreement to see if they can keep pets. Pets are not allowed in some properties, e.g. where there are no gardens, small communal gardens and/or access to the outdoors is restricted.

### Stockport Homes’ Policy for keeping pets

Home type	Stockport Homes’ Policy
Homes with a doorway to the outside (e.g. houses, bungalows and some flats)	<ul style="list-style-type: none"> <li>• <b>May keep either one cat or one dog without permission</b> plus a reasonable number of smaller animals including caged or tanked animals (e.g. fish or birds).</li> <li>• If customers wish to keep more than one cat or dog they need our written permission by completing a <a href="#">Pet Permission Form</a>.</li> </ul>

	<ul style="list-style-type: none"> <li>• Assistance Animals can be kept.</li> <li>• Emotional Support Animals can be kept</li> </ul>
<b>Homes in blocks of flats over three storeys high</b>	<ul style="list-style-type: none"> <li>• <b>Cats and dogs cannot be kept or visit the building.</b></li> <li>• Customers may only keep caged or tanked animals (e.g. fish or birds).</li> <li>• Assistance Animals can be kept if customers provide a Registered Proof Letter from either ADI (Assistance Dogs International) or IGDF (International Guide Dog Federation).</li> <li>• Emotional Support Animals cannot be kept.</li> </ul>
<b>Homes in blocks of flats under three storeys high</b>	<ul style="list-style-type: none"> <li>• <b>Cats and dogs are not allowed*</b>. Customers may only keep caged or tanked animals (e.g. fish or birds).</li> <li>• Assistance Animals can be kept if customers provide a Registered Proof Letter from either ADI (Assistance Dogs International) or IGDF (International Guide Dog Federation).</li> <li>• Emotional Support Animals can be kept if customers provide evidence there is a true medical requirement, e.g. from the Emotional Support Animals UK Registry (<a href="https://www.esaorguk.com/">https://www.esaorguk.com/</a>).</li> <li>• Accommodation with an age restriction are pet friendly, however tenants must complete a <a href="#">Pet Permission Form</a>.</li> </ul> <p>*Stockport Homes will consider making local pet policy agreements to allow specific types of pets in blocks of flats under three storeys high, if there is agreement from residents following a full consultation. Any local policy agreement will be reviewed annually. Please contact the Patch Officer to discuss this.</p>

13.3 Stockport Homes will work with tenants to address pet-related issues. This may include referrals to specialist animal welfare organisations for information, advice, and guidance.

13.4 If the tenant fails to engage with these efforts, or if the level of nuisance, cruelty or neglect is significant, we may make a referral to the local authority and/or police.

13.5 It is illegal to allow dogs to be dangerously out of control in a public place. This includes any incidents where injury occurs or there is a fear that an injury might occur. We will report all such incidents to the police.

13.6 We will investigate pet related nuisance or anti-social behaviour in line with our [Safer Neighbourhoods Policy](#).

## **Dangerous Animals**

13.7 No animals classed as 'dangerous' by law, or that Stockport Homes considers unsuitable, can be kept, e.g. wild animals' poisonous insects, spiders and snakes.

13.8 Keeping dangerous animals is a breach of tenancy and Stockport Homes will report these to the police. For a list of banned dog breeds, please see [www.gov.uk/control-dog-public/banned-dogs](http://www.gov.uk/control-dog-public/banned-dogs).

13.9 Tenants need Stockport Homes' permission to breed any animals or birds. Please [contact us](#) for more information.

13.10 Stockport Homes will not permit the ownership of XL Bully dogs unless the owner has Certificate of Exemption. For more information go to <https://www.gov.uk/guidance/ban-on-xl-bully-dogs>.

## **14 Alterations or Improvements to the home**

14.1 Please see our [Home Repairs Policy](#) for more information.

## **15 Temporary Moves**

15.1 Occasionally it may be necessary for customers to be moved from their home temporarily, e.g. to enable work or re-development to be carried out. For more information, please see our separate [policy](#).

## **16 Leaving a Tenancy**

16.1 If you wish to leave your tenancy please complete a [Tenancy Termination Form](#) or inform us in writing.

### **Notice Period**

16.2 Under the Tenancy Agreement all Stockport Homes/Stockport Council tenancies end on a Sunday, and tenants must give a notice period of at least 28 days. Rent is payable until the Sunday after the 28-day notice period.

## **Transferring from one Stockport Homes managed property to another**

16.3 If a customer transfers from one Stockport Homes managed property to another, we may accept a shorter notice period of at least seven days ending on a Sunday.

16.4 Rent is payable until the Sunday after the seven-day notice period.

## **Property condition**

16.5 Customers must leave their home clean, in reasonable decorative order, and remove all belongings.

16.6 If belongings are left Stockport Homes will recharge removal and any storage costs to the outgoing tenant.

16.7 Repairs that can be reasonably judged to have been caused by neglect or abuse will be recharged to the outgoing tenant.

## **Returning keys and fobs**

16.8 All keys and fobs, including those to store cupboards, garages, sheds, post boxes and communal doors etc must be returned before 10am on the Monday after the tenancy ends.

16.9 If the keys are returned late Stockport Homes is entitled to compensation equivalent to the rent for the additional period until keys are returned. This charge is not rent, is not eligible for benefits and will be kept separate from the rent account.

16.10 If there are rent arrears or water charges when the tenancy has ended, these will be pursued as described in the [Former Tenant Arrears](#) section.

## **17 Collecting rent and other charges**

17.1 Stockport Homes promotes a rent/charge payment culture. Our policy is to take a 'firm but fair' approach to income collection and managing tenant debt. This consistent approach helps tenants sustain their tenancy.

17.2 It is essential that tenants pay their rent, service charges and all other property charges in full and on time to avoid getting into debt and putting their tenancy at risk. Joint tenants are both jointly and severally liable for paying arrears. That means both tenants can be pursued for the whole debt.

17.3 Efficient and effective income collection is crucial in an increasingly challenging financial environment. It is also an indicator of our effectiveness as a landlord/property management company, ultimately affecting our ability to maintain tenants' homes and provide valuable support services.

17.4 Stockport Homes' income recovery procedures comply with good practice guidance issued by the Ministry of Justice. The guidance recognises

that both landlord and tenant interests are served by prompt payment and resolving issues without resorting to court proceedings.

17.5 Stockport Homes' policy is to:

- Be proactive and contact tenant when they first start to fall into debt
- Offer support to tenants who are vulnerable and falling into debt
- Remain in contact with tenants who continue to fall into debt
- Offer face to face meetings with tenants
- Have honest, high quality and consistent conversations with tenants
- Support tenants to set realistic and affordable repayment arrangements
- Provide money and benefit advice and/or other tenancy support.

17.6 Stockport Homes' policy is only to pursue a possession order over rent arrears as a last resort if tenants:

- Fall into arrears, and
- Do not engage with us to make a repayment plan, and/or
- Fail to keep to a repayment plan.

17.7 If tenants are facing financial hardship and struggling to pay rent or other charges, they should [contact us](#) to discuss their situation as soon as possible.

## 18 Introducing, changing and removing service charges

18.1 There will be times and circumstances when chargeable services will be introduced, changed, or removed. This will generally be for safety reasons or because the service is necessary for Stockport Homes to carry out its landlord obligations effectively. When that happens, we will explain why we have made this decision upon request.

18.2 We will act in a consistent, fair and transparent way following all relevant legislation and guidance.

18.3 For answers to frequently asked questions about service charges please see our [website](#).

## 19 Former Tenant Arrears

19.1 If a tenant terminates their tenancy owing arrears, it is Stockport Homes policy to promptly invoice for the outstanding debt using a tracing service to find former tenants if necessary.

19.2 If a tenant transfers to another Stockport Homes or Stockport Council tenancy it will be a condition of the new tenancy agreement that the tenant pays back the arrears at a rate agreed between the parties.

19.3 If a tenant dies with arrears, it is our policy to limit action to making a claim against the deceased's estate.

19.4 Stockport Homes will not seize property in payment of arrears.

19.5 We will only pursue arrears where it is practical and economical and will consider writing-off arrears wherever possible.

19.6 Previous unpaid arrears may be considered when deciding on future housing applications.

## 20 Breach of Tenancy Agreement

20.1 A breach occurs when tenants do not follow the terms set out in their Tenancy Agreement. Common ways that tenants breach their tenancy agreement include:

- Not paying rent or other charges
- Committing Anti-social behaviour (see [Safer Neighbourhoods Policy](#))
- Damaging their property
- Failing to keep gardens tidy
- Sub-letting their property
- Hoarding (that leads to property damage, health and safety hazards)

20.2 If there is a breach of tenancy, we will assess the impact and provide any appropriate support. For more information on tenancy support services please [contact us](#).

20.3 Legal action will be pursued for tenancy breaches when a satisfactory outcome cannot reasonably be achieved.

## 21 Housing Fraud

21.1 Stockport Homes has an obligation to protect the properties it manages from misuse. It is our policy to actively investigate suspicions of application and/or housing fraud.

21.2 Types of housing fraud include housing application, right to buy/acquire fraud, subletting, abandonment, false succession, false assignment, key-selling.

21.3 For more information please see <https://www.stockporthomes.org/neighbourhoods/housing-fraud/>.

## 22 Accessibility

22.1 The Stockport Homes website includes the Recite Me assistive technology tool that enables customers to customise their experience in a way that best suits their individual needs. This includes larger font, translation into another language, audio etc.

22.2 Please open the Recite Me assistive tool by choosing 'Accessibility' from the toolbar at the top of the webpage and then choose the policy from the list on the website.

## 23 Get Involved

23.1 Stockport Homes consult customers regularly about policy content, service standards and value for money. If customers would like to get involved, discuss this policy, help make decisions, make a complaint, or leave a compliment, please [contact us](#).

## 24 Contact Us

24.1 Stockport Homes can be contacted by ringing 0161 217 6016, visiting our website <https://www.stockporthomes.org/do-it-online/tell-us/contact-us/> or at our head office at Cornerstone, 1-3 Edward Street, Stockport, SK1 3NQ.

24.2 Stockport Homes can also be found on [Facebook](#) and [Instagram](#).

24.3 If customers are unhappy with the service they have received from Stockport Homes, please contact us:

- Completing an online form - <https://www.stockporthomes.org/about-us/our-performance/complaints/#ComplaintForm>
- Emailing [feedback@stockporthomes.org](mailto:feedback@stockporthomes.org) / Telephoning 0161 474 2600
- Reporting a complaint to any member of Stockport Homes staff
- Reviewing the [Customer Feedback Policy](#).

## 25 Internal Controls

<b>1</b>	<b>Version control</b>	Version number will change every three years or at major review	
	<b>Version No.</b>	<b>Date</b>	<b>Change/s and reasons for change</b>
	1		Creation of new policy following a review of all customer policies and gap analysis against new Consumer Regulation.

<b>2</b>	<b>Policy Owner</b> i.e. Director	Director of Customer Services	
	<b>Policy Author/s</b> i.e. Head of Service	Head of Housing Management Head of Property Management Head of Independent Living Head of Customer Finance	
	<b>Approved by/date</b> Directorate Management Meeting	Director of Customer Services – 13 <sup>th</sup> June 2025 ELT – 7 <sup>th</sup> October 2025	
	<b>Effective Date</b> - the date of sign-off	8 <sup>th</sup> October 2025	
	<b>Next Full Review Date</b> i.e. 3 years after effective date, with an annual light touch review	7 <sup>th</sup> October 2028	

<b>3</b>	<b>Regulatory Standards</b>	Please list the Consumer, Governance, Viability standards and outcomes this policy meets	
	<b>Standard/s</b>	<b>Required outcome</b>	
	Tenancy Standard	<p><u>1.2 Tenancy sustainment and evictions</u> 1.2.1 Registered providers must support tenants to maintain their tenancy or licence. Where a registered provider ends a tenancy or licence, they must offer affected tenants' advice and assistance.</p> <p><u>1.3 Tenure</u> 1.3.1 Registered providers shall offer tenancies or terms of occupation which are compatible with the purpose of the accommodation, the needs of individual households, the sustainability of the community, and the efficient use of their housing stock. 1.3.2 They shall meet all applicable statutory and legal requirements in relation to the form and use of tenancy agreements or terms of occupation.</p> <p><u>1.4 Mutual exchange</u></p>	

	1.4.1 Registered providers must support relevant tenants living in eligible housing to mutually exchange their home
Transparency, Influence and Accountability Standard	<p>Registered providers must communicate with tenants and supply information so tenants can use landlord services, understand what to expect from their landlord, and hold their landlord to account.</p> <p><u>1.1 Fairness and respect</u></p> <p>1.1.1 Registered providers must treat tenants<sup>1</sup> and prospective tenants with fairness and respect.</p> <p><u>1.2 Diverse needs</u></p> <p>1.2.1 In relation to the housing and landlord services they provide, registered providers must take action to deliver fair and equitable outcomes for tenants and, where relevant, prospective tenants.</p> <p><u>1.3 Engagement with tenants</u></p> <p>1.3.1 Registered providers must take tenants' views into account in their decision making about how landlord services are delivered and communicate how tenants' views have been considered.</p> <p><u>1.4 Information about landlord services</u></p> <p>1.4.1 Registered providers must communicate with tenants and provide information so tenants can use landlord services, understand what to expect from their landlord, and hold their landlord to account.</p> <p><u>1.5 Performance information</u></p> <p>1.5.1 Registered providers must collect and provide information to support effective scrutiny by tenants of their landlord's performance in delivering landlord Services.</p>

<b>4</b>	<b>Linked policies/strategies</b>	
		<p>Safer Neighbourhoods Policy</p> <p>Vulnerability Policy</p> <p>Customer Domestic Abuse Policy</p> <p>Home Repairs Policy</p>

<b>5</b>	<b>Equality, diversity and inclusion</b>	<p>Describe how different experiences, characteristics, and approaches were considered during the formulation of the policy, e.g. neurodiversity, age, religion, sex/gender, financial/digital inclusion.</p>
		<p>We aim for customers and colleagues to feel empowered to question established policies and procedures: 'the way things are done'.</p> <p>We want customers to feel comfortable asking us to do things differently. Delivery of the services</p>

	described in this policy will be adjusted to meet the needs of the individual where possible and reasonable.
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<b>6 Customer/Colleague Voice</b>	Describe how the customer and/or colleague voice shapes and influences the policy and services
	Customer Aspire Panel – 16 <sup>th</sup> October 2024 Stockport Council Insurance Services and Legal Services

<b>7 Risk management</b>	This policy helps to mitigate the following risks identified on the Corporate Risk Register
Corporate Risk 2	Stockport Homes is not adequately prepared for a proactive inspection of the Consumer Standards by the Regulator of Social Housing
Corporate Risk 3	Stockport Homes does not maintain a strong, positive reputation where stakeholders have trust and confidence in SHG, including partners in Stockport and across GM
Corporate Risk 6	Stockport Homes does not deliver excellent customer services in the way that customers require them
Corporate Risk 7	Stockport Homes does not respond to and learn from complaints effectively and does not listen to the customer voice
Corporate Risk 15	Health and safety obligations to colleagues across Stockport Homes aren't fulfilled
Corporate Risk 20	Health and safety obligations to customers aren't fulfilled, including gas safety, electrical safety, fire safety, legionella, lift safety, asbestos and carbon monoxide

<b>8 Performance monitoring</b>	Please list the relevant government TSMs (Tenant Satisfaction Measures)
	<b>TSM Satisfaction:</b> TP01 - Overall satisfaction TP06 - Satisfaction that the landlord listens to tenant views and acts upon them TP07 - Satisfaction that the landlord keeps tenants informed about things that matter to them TP08 - Proportion of respondents who report that they agree their landlord treats them fairly and with respect