



## **Housing Management Policy 2023**

# HOUSING & COMMUNITIES

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## 1. MANAGEMENT INFORMATION

Date Policy approved by FCC Cabinet / Scrutiny	
Replacing / Updating	Tenancy Management Policy 2020
Next Review Date	April 2026
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Circulation list	Available to all FCC staff via Shared Drive

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## 1.0 Policy Statement

Flintshire County Council (otherwise referred to as “the Council”) is committed to providing an effective and efficient Housing Management service that reflects best practice, complies with legislation and protects the rights of contract holders as well as minimising risk to the Council for not complying with appropriate legislation.

FCC Neighbourhood, Tenant Sustainment and Tenancy Enforcement teams will ensure that information can be provided in appropriate formats, explaining to contract holders their roles and responsibilities under the contract agreement they have signed. We will provide leaflets and advice in both written and verbal form to our contract holders to ensure they have all the information they need to ensure they are able to keep to the terms of the agreement and sustain their occupation contracts.

A full suite of procedures have been developed and are available to the Housing Management team.

We will establish service standards and Key Performance Indicators in respect of the Housing Management Service so that our contract holders know what level of service they can expect from us and against which we will monitor our performance.

## 2.0 Allocations

The major social landlords operating in Conwy, Denbighshire and Flintshire have come together, with the Local Authorities, to form a Partnership to manage applications for and allocations of social housing. The partners in the scheme are:

- Conwy County Borough Council
- Denbighshire County Council
- Flintshire County Council
- Cartrefi Conwy
- North Wales Housing Association
- Grwp Cynefin
- Wales and West Housing Association
- Clwyd Alyn Housing Limited

All partners agree that there is a high demand for rented homes in the region and too few vacancies to meet demand. We must be realistic about this. It requires us to do two things:

Firstly, we will provide the best, most useful, consistent and accessible advice and information to everyone who comes to us looking for housing. We aim to help customers make the most informed choice about how to find a home to meet their

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needs. This advice must cover the whole range of affordable housing options, including social housing, private rented accommodation, home ownership and other alternatives.

Secondly, we will allocate our housing stock in a transparent, fair, consistent and accessible way, which prioritises the people in our communities according to their housing needs and which meets our legal requirements.

Working together to these ends, we can share our strengths and good practice and place the customer at the heart of everything we do. We will simplify the access route to advice and to housing with one clear purpose: to help people find a home to meet their needs.

### **3.0 Rent Income Management**

Each year rent is reviewed for all Contract Holders. The rent which is received is used to pay for the services to maintain council properties, carry out repairs and undertake property improvements as part of the Council's priority to modernise council homes.

A Tenancy Charge letter is issued to Contract Holders at commencement and every year thereafter with a breakdown of rent and other charges.

A rent account statement is issued to all Contract Holders every 3 months and on request, showing an up-to-date account balance.

The way in which the council calculate rent increases is determined by a Welsh Government formula. Contract Holders will be issued with written notification at least two months prior to a change in their basic rent taking affect.

The council operates two non- collection weeks which is shown on the tenancy charge letter. If a Contract Holder is behind with their rent or other charges the non-collection weeks do not apply and they must pay any rent or other charges during these weeks.

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## 4.0 Pre-contract Assessments

The council recognises the importance of ensuring contract holders are able to sustain their contracts. The current economic climate presents a tough and challenging outlook for many contract holders. Although it is recognised that contract holders may be affected in different way they are all susceptible to the potential impact at any time during the term of their contract as it only takes a loss of a job, change in benefits to substantially change circumstances and create a need for advice and support.

Before any contract commences, a pre-contract assessment is carried out with a focus on:

- affordability assessments that include all the costs with managing a home.
- allocating the most suitable type of property – for example, where a contract holder has a disability, ensuring the property is suitable for their needs.
- undertaking verification checks on a contract-holder's identification, immigration status, circumstances and contract history (this will include former landlord references).
- checking with other housing providers for former contract holder arrears/incidents of ASB.
- making timely and appropriate referrals to support services.

Contract holders who have been assessed as requiring further support will be offered and provided with sustainment visits to ensure that they are equipped with the appropriate skills, knowledge and resources to successfully manage the contract.

## 4.1 Types of Contract

This Policy document will concentrate on the Housing Management function of the service and will also cover how new and existing contract agreements will be managed. There is one type of contract entered into with the council, in the majority of cases namely: secure.

## 4.2 Secure Occupation Contracts

Under Renting Homes (Wales) Act 2016 (the Act) legislation secure contract holders have a number of rights, some of which may be subject to the council's consent.

These rights include:

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- To be supplied with a written statement of the contract within 14 days of the Occupation Date. If the identity of the contract holder changes, the council must give the new contract holder a written statement within 14 days of the change (or of the day on which the council became aware of the change) Other information and documents must also be given at the onset or within the first 14 days of the contract.
- To be given any notice, statement or other document required or authorised to be given or made either by an occupation contract under the Act, in writing. Electronic service is permissible if the contract holder has indicated they are willing to receive the document electronically.
- That the property is fit for human habitation
- A joint contract holder will be able to leave the contract without ending the contract entirely.
- Live in the property - no contract holder can be made to leave their home unless ordered to do so by a court.
- Pass on the contract upon death, provided certain conditions are satisfied. The Act allows two successions to a contract to take place.
- Take in lodgers provided you do not overcrowd your home.
- Sublet part of the home.
- New contract holders will be able to be added without having to end the current contract.
- To transfer the contract to a potential successor.
- To transfer the contract to another secure contract holder
- To be consulted on any changes to their contract.
- If they report behaviour which is classed as prohibited conduct under the Renting Homes (Wales) Act 2016 on the part of anyone living in a property belonging to us, including property occupied by the person reporting, we must give appropriate advice. – there is a separate policy document and accompanying procedure to cover this in further detail.

### **4.3 Terminating a Contract**

The contract holders may end an occupation contract by giving not less than four weeks' notice to the council. We will manage the process within the defined legislation. (Renting Homes Wales Act 2016, s163)

### **4.4 Successions**

In the event of the death of a contract holder, we are committed to dealing with requests to succeed contracts as quickly and sensitively as possible. We will manage the process within the defined legislation. (Renting Homes Wales Act 2016, s74 -83)

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### **4.5 Transfers to another secure contract holder**

It is recognised that promoting transfers encourages contract holders' mobility, gives contract holders more choice about where they want to live and creates sustainability through best use of housing stock as well as assisting those contract holders who may be experiencing difficulty with affordability, due to the under occupation charge.

We will manage the process within the defined legislation. (Renting Homes Wales Act 2016, s114 and s118)

### **4.6 Name Changes**

A contract holder may want to put their contract in a new name even though they may be remaining as a contract holder of the property. This would mainly be due to a marriage, a divorce or for religious or family reasons.

We will check the details of the name change and will request to see and copy any formal documentation relating to the change of name such as:

- marriage certificate.
- divorce decree absolute.
- legal notification e.g., changes by deed poll.

A name change will be granted upon receipt of all the relevant information and documentation having been provided by the contract holder.

### **4.7 Adding a joint contract holder**

If an application to add a new joint contract holder is received, then we will ensure that the current contract holder and proposed contract holder are advised to seek independent advice about the implications of holding a joint contract.

We will ask for certain information to enable a decision to be made. We will manage the process within the defined legislation (Renting Homes Wales Act 2016, s49-51).

### **4.8 Withdrawal of a contract holder**

A joint contractor holder may request to withdraw from the contract. Usually this is because of the breakdown of a relationship, and it may be that the other joint contract holder has left the property. We will ensure that the joint contract holder is advised to take independent advice. If they still wish to proceed, we will manage the process within the defined legislation (Renting Homes Wales Act 2016, s111). It should be noted if a person withdraws from the contract the contract continues.

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### **4.9 Ending a Contract upon death**

We recognise that this is a very difficult time for families of deceased sole contract holders and aim to deal with them in a sympathetic and understanding manner.

We will liaise with the family or the solicitor dealing with the estate if the family request that course of action. If necessary, we will ask for a copy of the death certificate to verify the death.

We will also request that the property is cleared of furniture, rubbish and personal possessions, offering appropriate advice should the family experience difficulties with the clearance.

All keys and access fobs for the property must be handed into any council office when the contract is terminated. In some circumstances arrangements may be made to collect the keys directly from the family.

If there are any rent arrears outstanding or any other charges and recharges to be recovered, we will seek to recoup this through the estate.

### **4.10 Contract holders and temporary absence**

We recognise that there will be times when a Contract Holder will be absent from the property on a temporary basis for a number of reasons, which may include hospital admission, respite care or short-term prison. In these circumstances we will work with the Contract Holder and relevant organisations such as Probation and Social Services to ensure appropriate advice is provided to limit any financial impact/hardship on all parties. In certain circumstances it may be required to ascertain if the absence may be long term or permanent.

### **4.11 Lodgers and subletting**

We recognise that contract holders may wish to share their home with another person, especially with affordability and under occupation charges. Secure contract holders have a right to take in lodgers provided they do not overcrowd the home. They do however need to request and receive written permission from us to sublet part of their home.

We will not unreasonably withhold permission. Taking lodgers and subletting may impact on a Contract Holder's benefits and we will advise of this possibility and that the Contract Holder should seek appropriate advice from Housing Benefits, CAB etc.

It is important that we are notified of any lodger or anyone who sub-lets part of the home.



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## **4.12 Decants**

On occasion it may be necessary for a contract holder to vacate their home on a temporary or permanent basis. This may be due to either some major repair works being required at the property or some emergency situation arising. This process is known as decanting.

The type of repair and/or potential hazard will dictate the length of time that the contract holder needs to be housed elsewhere and this could range from days to, weeks or months.

Our aim is to minimise disruption and to return a contract holder to their home as soon as possible and to cause them the minimum inconvenience and cost.

## **5.0 Neighbourhood Management**

The council recognises that we have an important role in the management of our neighbourhoods and not just contracts, even though that is our main purpose. The following section outlines some elements of the neighbourhood management to be undertaken.

### **5.1 Estate Walkabouts**

In order to contribute to the wider neighbourhood management of estates we will conduct regular and programmed Estate Walkabouts involving local members and colleagues from other council departments [as appropriate]. We will record what we find and alert as appropriate other relevant services and departments. We will follow this up to ensure action is taken to keep our neighbourhoods an attractive place to live.

### **5.2 Management of Communal Areas**

In order to comply with current fire safety regulations and also to keep the communal areas of our schemes whether it be sheltered or general needs, safe and free from hazards the council has adopted a sterile communal area approach to all internal communal areas. This means that all communal areas are not to be utilised for the storage of items which could pose a risk in the event of a fire – either due to combustibility or hindering egress in the event of an evacuation.

We recognise that some contract holders may want to enjoy the external communal areas and gardens so in some circumstances, following written consent from ourselves certain improvements maybe allowed such as installation of planters or hanging baskets as examples.

### **5.3 Open Spaces/Trees**

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The Housing Management Service will maintain communal areas and other open spaces, including boundary hedges and trees which is within the ownership of the service. This will be on a planned programme to ensure these areas are maintained to a high standard and enhance the environment on our estates.

We will also take into account any environmental impact and relevant legislation and/or wider council strategies when undertaking any maintenance.

<https://www.flintshire.gov.uk/en/PDFFiles/Countryside--Coast/Tree/Tree-Plan.pdf>

### **6.0 Customer Focus and Support**

We recognise the importance of understanding the diverse needs of our customers to ensure that we deliver customer focussed services shaped around the different needs of customer groups. We also understand the mutual benefit that can be realised if customers are able to sustain their contract successfully and in turn reduce costs to the council which are associated with failing contracts, high contract turnover and less stable communities.

#### **6.1 Tenant Sustainment**

We may support the sustainability of contracts by offering support to any contract holders who are experiencing difficulties with maintaining the obligations of their contracts due to either financial, medical and or other reasons.

We may do this by either direct involvement from the Tenant Sustainment Team who will support contract holders directly or by referrals to relevant specialist support services.

### **7.0 Equality and diversity**

We recognise that we operate in a community within which there is wide customer diversity, we aim to value that diversity and shape our services around the needs of our customers.

Through the management of our homes and estates we aim to treat all customers fairly, and with respect and professionalism regardless of their gender, race, age, disability, religion, sexual orientation and marital status. We will gather information on the diverse needs of our customers to ensure our services meet their needs and are consequently more efficient.

To enable all residents to have clear information and equal access to our available properties, we will publish clear information in a range of appropriate languages and formats and through a range of media on request. Feedback is also accepted

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through a variety of different routes to reflect individual contract holder's preferences or needs.

### **8.0 Performance Management**

We will monitor customer satisfaction within our contract management services and the results will subsequently feed into our monitoring and review processes. We will establish a series of monthly and annual key performance indicators for our contract management services and report progress against these at monthly managers meetings. We will also make these available to contract holders through our various methods of communication and involvement.

We will monitor the cost of our contract management services and compare these through formal and informal benchmarking methods.

### **9.0 Policy review**

This policy will be reviewed in line with the councils Policy Review Framework. The policy will be reviewed every 3 years. In line with the councils continuous improvement strategy the policy review will incorporate an assessment of key internal and external influencers to ensure the policy reflects best practice together with all legal and statutory requirements.

### **10.0 Responsibility**

The Service Manager for Housing and Communities has overall responsibility for the successful delivery of the policy. The Housing Manager will ensure that all staff within the Neighbourhood and Customer services team are fully trained on their operational responsibilities in respect of contract management.

A full set of operational procedures will be available to support the delivery of this policy and these will be version controlled and easily available to staff for reference.