

## Eviction policy – version 9

Date approved for use: 9<sup>th</sup> September 2020

### Scope

- 1.1 This policy is a Dimensions Group policy. This means it applies to all its subsidiaries as listed [here](#).
- 1.2 This policy covers the reasons why a tenant, in Dimensions owned or leased properties, may be asked to leave their home, following the correct legal procedure. In properties owned by other landlords, please refer to their tenancy agreement, along with the relevant management agreement for the procedure for authorisation of notices.
- 1.3 To go straight to the policy content click on the hyperlink section title below or go to the page:

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### Policy statement

- 2.1 Dimensions aims to ensure maximum rights and security of tenure for its tenants and licensees. However, at times, eviction must be considered to protect other tenants and colleagues. It is important to stress that eviction proceedings will always be seen as a last resort but, if necessary, it is vital that the correct procedure is followed.
- 2.2 Eviction is a complex legal process that is challenging for anyone to go through, with far-reaching consequences. As a provider of supported housing, Dimensions will take care to ensure that all communication with its tenants is clear, accessible and delivered in ways that the person can understand. In the

unlikely event that the eviction process is invoked, this might include face-to-face support where necessary and/or appropriate, as well as the involvement of advocates for the person where appropriate.

- 2.3 This policy covers all schemes where the tenancy or licence is with Dimensions. If the property is managed on behalf of another Housing Association, their tenancy must be used in relation to any tenancy breaches, and the procedure outlined in their management agreement must be adhered to. They will need to be informed from [Step three](#), and the expectation is that the Dimensions Group will provide them with the relevant information in order for them to make a decision as to whether to serve notice or not, as this lies with the relevant housing association. This will only be done after consultation with and approval from the housing and contracts manager and head of housing management.
- 2.4 The term tenant is used throughout the policy as the majority of Dimensions residents are assured or assured shorthold tenants.
- 2.5 In Wales different legislation may apply and all approvals will go through the owning Landlord.

## The impact of not implementing this policy

- 3.1 Potential Lawsuit and costs if evictions not carried out lawfully
- 3.2 You could also get us in trouble with our regulators. That's:
  - the person's local authority (LA)
  - in England, the Care Quality Commission (CQC)
  - in Wales, the Care Inspectorate Wales (CIW)
  - the Charities Commission (CC)
  - Regulator of Social Housing (RSH )
  - Homes England (HE)
  - the Information Commissioner's Office (ICO).

## Policy content

### Responsibilities

- 4.1 Regional Housing Advisors (RHAs) are responsible for issuing the appropriate licence, or tenancy pack, in line with the [Tenure policy](#) when a tenant moves in. A pictorial tenancy agreement will be included in the pack and a YouTube visual tenancy guide is available [here](#).
- 4.2 RHAs are responsible for tenancy sign up in supported living, following the sign-up procedure in the tenancy pack. A copy of the agreement must be retained by the tenant and one copy retained by Dimensions. Where a tenant has capacity to sign their own tenancy, RHA's will explain the tenant's responsibilities and reasons why they could be asked to leave. They are also responsible for dealing with initial breaches and warnings in Steps one and two.
- 4.3 Housing Team colleagues are responsible for any notices and court proceedings for Dimensions owned or leased properties, and will give advice at any time, including from Dimensions' solicitor. For properties that Dimensions manages on behalf of other Landlords/Housing Associations, Housing colleagues will co-operate with, and share any necessary information, in order to aid any court proceedings.
- 4.4 If the tenant has an appointee or Court of Protection deputy they will be kept informed at all stages of the process.
- 4.5 The Housing & Contracts Manager will authorise the issue of notices and report on any issues to Board.

### What is a breach of agreement?

- 5.1 The licence or tenancy agreement sets out the responsibilities of the tenant and the reasons for being asked to leave. It is acknowledged that there will be breaches of agreements, especially in shared supported housing. The eviction process should not be used for minor breaches. Generally, the main reasons leading to eviction are serious harassment, nuisance, and threatening aggressive or violent behaviour.
- 5.2 Proceedings for arrears of rent or charges are covered in a separate arrears policy.

- 5.3 In the case of serious harassment, nuisance or threatening or violent behaviour, please also refer to the guidance/steps outlined in the Anti-social behaviour and harassment policy.

## Process

- 6.1 In the event of significant breaches, follow the steps set out below. All breaches need to be recorded in writing with dates and times by colleagues who witness incidents.
- 6.2 Step one  
If a tenant breaches the terms of the agreement, the Regional Housing Adviser (RHA) should give a verbal warning that is noted on their tenancy file. The incidents need to be discussed with the tenant and must be directly related to the agreement. The signed agreement should be looked at with the tenant to remind them of their responsibilities. The pictorial or visual version can be used along with other methods to aid understanding. Changes that are needed should be agreed with the tenant and recorded.
- 6.3 Step two
- 6.3.1 If the breaches continue, another discussion should take place and the Regional Housing Adviser may call a review meeting with the tenant, advocate, social worker, appointee or Court of Protection deputy and others. All aspects of the behaviour should be considered – for example, recent events causing distress and any mental health or medication issues.
- 6.3.2 Referral should be considered to Community Learning Disabilities Team for counselling or other appropriate input. Alternative accommodation or increased support may be considered at the meeting and the RHA may decide to issue a written warning if it is considered appropriate. The Operations Director must also be informed of any warnings.
- 6.4 Step three
- 6.4.1 If a written warning is given and there is no improvement a request may be made to consider eviction. The Support Worker (or colleague who is monitoring the behaviour) will need to send in copies of warnings, incident forms and minutes of reviews to the RHA. The RHA will consider the evidence and if considered appropriate will issue a final written warning. The requirements of The Equality Act 2010 and Disability Discrimination Act 2015 will be considered in any actions.

## 6.5 Step four

- 6.5.1 If there are further breaches the Housing & Contracts Manager will review the evidence and authorise any notices in consultation with the Operations Director. If agreed a Notice To Quit/Determine (Licence) or A Notice of Seeking Possession (Tenancy) will be issued and served by the RHA in person or by first class post. This will state the notice period, usually 28 days but this may be shortened in extreme cases.

Again social workers, appointees or Court of Protection deputies need to be contacted, and the notice will advise that the tenant can get legal advice from independent agencies or a solicitor. A notice is valid for up to a year and if there is an improvement in behaviour proceedings may be delayed with the option of applying to court anytime in the year. The grounds for possession and a list of incidents will be set out in the notice.

## 6.6 Step five

- 6.6.1 If a tenant or licensee feels they have been unfairly treated they, or an advocate acting on their behalf, have a right to appeal to the Director of Housing within two weeks of notice being served.

- 6.6.2 The Director of Housing will respond within 7 days.

## 6.7 Step six

- 6.7.1 If the tenant has not left at the end of the notice period Dimensions will start proceedings to go to court to ask for possession. The tenant will be advised to attend and a social worker can advise on legal representation. The manager and or RHA should attend and may be asked to give evidence or sign affidavits as evidence of incidents.

- 6.7.2 If the case is successful an outright possession order may be granted. Social services or homelessness agencies should be informed at this stage

- 6.7.3 A suspended possession order may also be granted which means that if there are any further incidents Dimensions can reapply to court for possession within a year.

- 6.7.4 If the tenant still refuses to leave when outright possession is granted, bailiffs will be instructed.

## **Accelerated proceedings**

- 7.1 In cases of extreme violence where the safety of other tenants and colleagues is threatened, accelerated proceedings can be requested, and the process may

go straight to a final warning or notice. In these circumstances, colleagues are advised to call the police if threatened, or look at emergency respite or hospital admission if the behaviour is due to a deterioration in mental health. Injunctions may also be considered.

- 7.2 All licences and tenancies must be terminated formally. So, if a tenant wants to end their tenancy, they or their appointee with power of attorney must give written signed notice to the landlord. Likewise, if the landlord is ending the tenancy, they must serve notice in writing.

### **Assured shorthold tenancies (fixed term or periodic)**

- 8.1 Where Assured Shorthold Tenancies are used the same principles will apply for proof of breaches as above. A S21 notice (2 month no grounds notice) will be considered along with a NOSP.
- 8.2 If an assured shorthold tenancy has been given for a trial period, there will be a full review at the end of the fixed term to discuss if the tenancy will be renewed for another fixed term, continue as periodic or convert to an Assured Tenancy.
- 8.3 Where Dimensions has a fixed term, periodic company let, or lease, a S21 only (where terms of tenancy have not been breached) can be served in the following circumstances:
- if the private landlord or freeholder has given notice at the end of the fixed term, or with two months' notice if periodic
  - if the support contract has been ended by the commissioner or support provider, or if the tenant refuses support and the property will no longer be covered by exempt rents regulations. In this circumstance special permission must be granted from the head of housing management to serve a S21.
- 8.4 In order to serve a S21 notice, a valid gas safety certificate and EPC must have been served at the start of the tenancy. For subsidiaries of Dimensions Group that are charities, the How to Rent booklet must have also been issued either before, or during tenancy sign up. For more guidance refer to the housing Deregulation Act 2015
- 8.5 For any further advice refer to housing team.

### **Record keeping**

- 9.1 Copies of warnings and notices will be kept for two years on the tenant's file, and in the relevant housing office in a locked cabinet. After this time, if there

have been no further incidents, the records will be shredded and electronic copies deleted.

- 9.2 All possession proceedings will be reported to Dimensions' Board on a quarterly basis and records will be kept on equality and diversity monitoring to check if any group is unfairly disadvantaged.

## Relevant legislation, guidance & related policies & templates

### Legislation

- 10.1 Data Protection Act 2018
- 10.2 General Data protection regulations (2016/679 EU)
- 10.3 Housing Act - 1985, 1996, 2004
- 10.4 Housing Deregulation act 2015
- 10.5 Environmental Protection Act 1990
- 10.6 Protection from Harassment Act 1997
- 10.7 Crime and Disorder Act 1998
- 10.8 Anti-social Behaviour Act 2003
- 10.9 Anti-social Behaviour – Crime and Policing Act 2014
- 10.10 Disability Discrimination act 1995
- 10.11 Housing (Wales) Act 2014 and Renting Homes act 2016
- 10.12 The Equality Act 2010
- 10.13 Disability Discrimination Act 2015

### Guidance

- 11.1 [Shared Tenancy Agreement \(YouTube\)](#)
- 11.2 [Anti-social Behaviour, Crime and Policing Act: anti-social behaviour \(GOV.UK\)](#)
- 11.3 [Anti-social Behaviour, Crime and Policing Act 2014 \(legislation.gov.uk\)](#)
- 11.4 [Tips for Getting Evidence \(ASB Help\)](#)
- 11.5 [Respect Charter \(Chartered Institute of Housing\)](#)

## Group policies

- 12.1 Rent arrears
- 12.2 Anti-social behaviour and harassment
- 12.3 Tenure
- 12.4 Safeguarding
- 12.5 Concerns, complaints and compliments
- 12.6 Accident and incident reporting
- 12.7 Equality and diversity
- 12.8 Data handling and protection
- 12.9 Confidentiality
- 12.10 Tenant involvement and empowerment

## Related procedures, decision flowcharts, forms and so on

- 13.1 Not applicable

## Equality statement

- 14.1 This policy promotes equality, diversity and human rights by ensuring that are other tenants and neighbours are protected from harassment, and to ensure that each tenant has the quiet enjoyment of their home and local area, and to respect the experiences or tenants and colleagues, whatever their age, gender, ethnicity, religion, disability, sexual orientation or appearance.
- 14.2 We promote equality, diversity and human rights by treating all people we support and employ equally and fairly whatever their:
  - age
  - disability
  - gender reassignment
  - marriage and civil partnership
  - pregnancy and maternity
  - race
  - religion or belief
  - sex
  - sexual orientation



- 14.3 The equality impact analysis (EIA) is in the intranet's Document library. You can link to it from here: [Eviction policy - version 9 – initial equality impact analysis](#).

## Data protection statement

- 15.1 This policy involves handling personal data. So when you carry out any procedures this policy describes, you should also think about what our Data handling and protection policy says.
- 15.2 Our Data handling and protection policy is our promise to handle personal data correctly under the Data Protection Act 2018 and the General Data Protection Regulation (GDPR). It tells you how to keep that promise. It balances everyone's rights to data privacy with the work we do.

## Review

- 16.1 We will review this policy three years from its original publication. But if changes in legislation, regulation or best practice mean we need to, we will review sooner.
- 16.2 If the changes are big, we will equality impact analyse (EIA) the policy again and send out to consultation in line with our Policy development and consultation policy.
- 16.3 For smaller changes, we will update this same version. We will record this in the Version control section below.

## Glossary

- 17.1 This section is blank and has been included for comparison only.

Term	Definition

## People & groups involved in writing & approving this policy

<b>Policy owner:</b>	Chris Woodhead, Group Director of Housing and Business Development
<b>Policy author/reviewer:</b>	Carolyn Greenhalgh, Head of Housing Management
<b>People &amp; groups consulted:</b>	Diversity Matters; National Colleague Forum Policy Subgroup

## Version control

<b>Version number</b>	<b>Approved date:</b>	<b>Communication date:</b>	<b>Summary of minor changes</b>
9	9 <sup>th</sup> September 2020	9 <sup>th</sup> September 2020	Review and new format

**Next review due: September 2023**