

HATTON HOUSING TRUST LIMITED IS A CHARITABLE SOCIETY
A REGISTERED SOCIETY UNDER THE CO-OPERATIVE AND COMMUNITY BENEFIT SOCIETIES ACT 2014 No 13165R
REGISTERED AS A SOCIAL LANDLORD UNDER THE HOUSING ACT 1996 - No L0938

SUMMARY OF THE POLICIES AND PROCEDURES OF THE HATTON HOUSING TRUST LIMITED (Reviewed April 2024)

Introduction

This document is not an exhaustive statement of Trust policies and procedures. Reference should be made to the Secretary's office at Bank House, Bank Street, Tonbridge, Kent TN9 1BL in respect of any topics not mentioned or for further clarification on any points.

In this document all references to 'the Trust' means Hatton Housing Trust Limited and references to 'the Committee' means the Management Committee of the Trust

Equality and Diversity

It is a firm policy of the Trust to promote equal opportunity in all areas of its work including:

1. Allocation of and selection for housing accommodation.
2. Provision of services.
3. Membership and operation of the Committee.
4. The Trust's recruitment and retention of advisers and services and contracting procedures.

A copy of the Trust's Equality and Diversity Policy is available from the Secretary.

Selection

1. Subject to the Trust's Equality and Diversity Policy referred to above selection of applicants for Trust accommodation is at the discretion of the Committee and will be based on the following criteria.
2. Applicants would usually:
 - (a) be or about to be retired (and over the age of 55) and able to provide for themselves as Trust properties do not provide the service of a warden
 - (b) be resident in the Borough Council areas of Tunbridge Wells and Tonbridge and Malling ('the Trust's area') or have some other close connection with the area
 - (c) be needful of Trust accommodation on financial grounds or otherwise
 - (d) have performed some service to the community.
 - (e) not have any "unspent" convictions
3. All applicants will be treated equally regardless of Age, Race, Disability, Gender, Religion or Belief, Pregnancy or Maternity, Sex and Sexual Orientation.
4. We do not provide any sheltered accommodation and we do not provide any on-site services or support.

Under no circumstances does the Trust allow pets to be kept in any of its properties due to the communal garden arrangements at all Trust sites.

Allocation

The Committee will allocate vacant accommodation to a person or persons who have been selected under the above criteria and such allocation may be on the basis of greatest need.

Transfer

Tenants may exchange or transfer from one unit of Trust accommodation to another unit of Trust accommodation or to accommodation not under the control of the Trust and vice versa subject to obtaining the written consent of the Trust which will be withheld if:

- one of the statutory grounds set out in Schedule 3 of the Housing Act 1985 and Schedule 14 of the Localism Act 2011 is applicable;
- the two units are not of equivalent size and accommodation;
- the person or persons who would be transferring into the Trust accommodation do not comply with the Trust's selection criteria referred to above.

A Tenant wishing to apply for consent to transfer or tenants wishing to apply for consent to exchange from one unit of Trust accommodation to another unit of Trust accommodation should apply in writing to the Secretary giving full details of the proposed exchange/transfer. The Committee will consider the application and, in the case of an application for a transfer, where approved, the tenant will be placed on the Trust's transfer list. The allocation of vacant properties to tenants on the transfer list will be decided by the Committee, at their discretion, and will be based on a variety of factors including length of time on the list, perceived need and tenants' wishes.

In the case of a Tenant wishing to exchange to accommodation not under the control of the Trust this application should be accompanied by the Trust's normal application form completed by the person or persons to whose present accommodation the Tenant wishes to transfer together with that person's current Landlord's permission to the transfer.

It is the Trust's standard procedure that if a tenant transfers/exchanges to another Trust property [or to accommodation not under the control of the Trust] the tenant requesting the transfer/exchange is responsible for paying the redecoration costs in respect of their current property. The redecoration of the tenant's current property should be carried out by one of the Trust's approved contractors.

The Tenancy Agreement

All tenants will be required to sign the Trust's standard form of assured tenancy agreement. A tenant who is unsure of his or her rights can ask the Trust for an explanation. In some cases, tenants will be issued with a 6-month Starter Tenancy prior to the grant of an assured tenancy. The Trust may choose to grant a tenant more than one starter tenancy if the Trust is not sufficiently satisfied that the tenant should be granted an assured tenancy.

The tenancy agreement is based on the National Housing Federation's model assured tenancy agreement.

Assured tenants have rights to security of tenure under the Housing Act 1988 and the grounds upon which the Trust is entitled to seek possession are referred to in the agreement as is the right of the spouse to succeed to a tenancy on the death of the tenant.

From 1st February 2016, all private landlords in England will have to make 'Right to Rent' checks under the Immigration Act 2014 to ensure all new tenants are legally entitled to live in the UK. The Home Office states identification must be obtained and checked in its original

form, in the presence of the tenants/occupiers to which it relates, before allowing them to take up residence in the rented property.

It is recommended that applicants should take separate legal advice as to the terms and conditions of the agreement. However, it is emphasised that the Trust will not accept any form of amendment to the agreement.

The payment of rent and service charge is to be paid by standing order and is due in advance on the first day of each month, unless otherwise agreed in writing by the Trust.

Outside the Premises, all paths, lawns and garden areas are communal and no tenant has exclusive use of any communal areas other than accepted by the Trust in writing.

Tenants are not permitted to damage trees or shrubs within the curtilage of the Property or cut down or remove any fence, tree or shrub forming a boundary of the Property or to plant trees, shrubs, hedges or erect garden structures including fences, archways or gates without the Trust's prior permission in writing.

In the event that the Tenant uses at the Premises security cameras or other recording devices not to share or allow to be shared any recordings created by such devices other than with recognised law enforcement agencies unless such sharing is required in the case of an emergency.

Rents

Under the Housing Act 1988, all new tenancies created after 15th January, 1989 are "assured" tenancies. Those in existence prior to this date will continue as "secure" tenancies.

1. Secure tenancies:

Secure tenants have been, and will continue to be, entitled to determination of a "fair rent" by an independent Rent Officer as provided for in the Rent Act 1977. This process is conducted every two years. Any rent increase will not be greater than the "fair rent" determined by the Rent Officer.

2. Assured tenancies:

- (i) The initial rent for a new assured tenancy will be as close as is reasonably possible to the rents being paid for similar accommodation by the Trust's secure tenants.
- (ii) The rent payable under an assured tenancy will not be increased more than once every twelve months and no increase shall take effect less than a year after the last increase or the date of the assured tenancy agreement.
- (iii) The assured tenancy agreement states the tenant's right to refer any proposed rent increase to a Rent Assessment Committee.

Rent arrears

Tenants will be expected to pay their monthly rent and other charges promptly and to comply with all the other terms of their Agreements. The payment of rent and service charge is to be paid by standing order and is due in advance on the first day of each month, unless otherwise agreed in writing by the Trust. In the event of at least one month's arrears of rent or other charges accruing the Committee will adopt the following procedure:

- 1. The Secretary will write to the Tenant requesting the reason for the arrears and inviting

the Tenant to give the Committee written details of the Tenant's circumstances. The letter will also include information about the independent advice offered by the Housing Needs Team at Tunbridge Wells Borough Council and Tonbridge and Malling Borough Council.

2. Upon receipt of the Tenant's response, or after 2 weeks if no response is received within that time, the Committee, or a duly appointed sub-committee, will consider what steps are to be taken with regard to the arrears and will cause the Secretary to write to notify the Tenant of the steps which are to be taken.
3. Any offer by the Tenant as to payment of arrears by instalments and any information as to the Tenant's circumstances will be considered by the Committee, or its duly authorised sub-committee, and a fair opportunity will be afforded to the Tenant to pay the arrears by reasonable instalments in the light of the Tenant's circumstances.
4. If arrears persist following the steps set out above the Committee may decide to take legal action against the Tenant for recovery of arrears or for eviction if, in the Committee's opinion, such action is justified.

A similar procedure will be adopted in the event of breach of any other term of a Tenant's Agreement including legal action for eviction if, in the Committee's opinion, such action is justified.

Maintenance and repair

The respective rights and responsibilities of the Trust and the tenant for external and internal repair and maintenance are set out in the assured tenancy agreement.

It is the Trust's policy to carry out its maintenance responsibilities for all its properties on a cyclical basis.

If a tenant considers that any repair or maintenance work is required to his or her accommodation the tenant should inform the Property Manager at the earliest opportunity. Such notification should be given between the hours of 9 a.m. and 5 p.m. only, except in the case of emergencies.

All repairs that it is agreed need to be made will be carried out as soon as reasonably practicable by contractors acting only on the express instructions of the Property Manager. Tenants should not, except with prior consent of the Trust, make their own arrangements for maintenance and repair unless such work is the tenant's responsibility under the tenancy agreement.

In the event that a tenant is unable to contact the Property Manager in an emergency, the matter should be referred to the Secretary. If the Secretary's office is closed the tenant should in an emergency arrange to have minimum essential repairs carried out and notify the Secretary as soon as possible.

In the event that essential repair work necessitates the temporary rehousing of tenants, any vacant Trust premises will be utilised if available. If none is available, the Trust will provide suitable alternative accommodation at the expense of the Trust. During such periods of disturbance, tenants may be required to continue payment of their normal monthly rent and if the tenant secures any payment of any statutory or other benefit as a result of these circumstances such sums received are to be credited to the Trust to be offset against the expense of the temporary accommodation.

If considered appropriate and entirely at the discretion of the Trust, disturbance payments may be made to tenants who are required to vacate their property on a temporary basis.

Tenant Consultation

Tenants may put forward any proposals they may have for the more efficient management of their property either:

- (a) to the Secretary for consideration by the Committee
- (b) to the Trust Representative at their site for consideration by the Committee
- (c) to the Property Manager
- (d) to the two members of the Committee at the biennial property inspection visits; or
- (e) at Tenant Meetings which will be arranged by the Trust at least annually.

Complaints Procedure

The Trust will investigate any complaint under the Policy promptly and fairly and will endeavour to put things right.

The Trust complies with the requirements of the Complaints Handling Code as part of its membership obligations set out in the Housing Ombudsman Service.

The Trust will carry an annual self-assessment of the Complaints Policy to ensure that it complies with the Code.

1. A complaint is defined as an expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the Trust or those acting on its behalf, affecting a Tenant or a group of Tenants. A service request is a request from a Tenant to the landlord requiring action to be taken to put something right, which is not a complaint. A complaint can be raised when the Tenant expresses dissatisfaction with the response to their service request.
2. The Trust will accept a complaint unless the issue giving rise to the complaint happened more than 12 months ago, legal proceeding relating to the complaint have started or the complaint relates to matters that have already been considered under the Policy.
3. Any Tenant wishing to register a complaint against the Trust should do so by contacting the Secretary. It is preferable if the Tenant can write out the complaint in full so that it is clear what the matter is. If the Tenant contacts the Secretary expressing dissatisfaction on the phone, they will be asked if they want to make a service request or a complaint. If they want to make a complaint the Secretary will make a written note of the complaint which will be sent to the Tenant within 5 working days.
4. When a complaint is made to the Secretary it will be acknowledged and logged at stage one of the complaints procedure within 5 working days of receipt. The Trust will issue a full response to stage one complaints within 10 working days of the

complaint being acknowledged. If an extension to this timescale is needed, the Trust will inform the Tenant of the expected timescale for response. Any extension must be no more than 10 working days without good reason and the Tenant will be provided with the contact details of the Ombudsman.

5. Within the complaint acknowledgement the Trust will set out its understanding of the complaint and the outcomes the Tenant is seeking. If any aspect of the complaint is not clear the Trust will seek clarification. The Trust will inform the Tenant if the Trust will not be able to meet the Tenant's expectations and will investigate whether other outcomes would resolve the matter for the Tenant.
6. The Trust will allow a Tenant to have a representative deal with their complaint and to accompany them and represent them at any meeting with the Trust where this is reasonable.
7. If the complaint is not resolved to the Tenant's satisfaction the Tenant has the right to request that the complaint is referred to the Management Committee of the Trust for consideration. This is stage two of the Complaints Policy. Any requests for stage two must be acknowledged within 5 working days of the escalation request being received. The Management Committee will respond to the complaint within 20 working days of receiving the request unless otherwise agreed. Any extension to this timescale must be no more than 20 working days without good reason and the Tenant will be provided with the contact details of the Ombudsman. If this is not possible the Tenant will be told why and will be given a date when a response will be sent.
8. If the Tenant is not satisfied with the response from the Management Committee the Tenant has the right to refer the complaint to the Housing Ombudsman Service Phone: 0300 111 3000; Email: info@housing-ombudsman.org.uk; Postal address: Housing Ombudsman Service, PO Box 152, Liverpool L33 7WQ. The Tenant can at any time engage with the Ombudsman's dispute support advisers for impartial advice.
9. The Trust will keep the Tenant updated about the progress of the investigation even where there is no new substantive information to provide.
10. This Complaint Policy is published on the Trust's website (www.hattonhousingtrust.co.uk) as part of the Trust's Policies and Procedures.

Anti-social behaviour

The Trust is committed in partnership with its tenants to ensuring that anti-social behaviour does not occur, but if instances should develop, they will be dealt with within the powers available to the Trust, to ensure that tenants and those who visit the properties do not feel threatened in any way. Any tenant wishing to register a complaint about serious nuisance caused by other tenants, or any other similar situations which cause concern, should do so in writing to the Secretary. All complaints will be investigated promptly and all possible support will be given to both parties. A copy of the Trust's Policy on Anti-social Behaviour is available from the Secretary.

Other relevant information

Tenants have rights in respect of their personal information and the Trust takes its data protection responsibilities very seriously. Each tenant should have received the Trust's Privacy Notice which explains when, how and why we use an individual's personal information but a copy is always available from the Secretary.

In the event of a tenant finding difficulty in continuing to live in Trust property for financial, physical or other reasons the Trust will endeavour to introduce the tenant to the relevant agency.

In order to avoid accusations of financial abuse the Trust cannot and will not provide financial advice, assume power of attorney, handle residents' money or accept gifts from Tenants.