

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 June 2026)

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 over the age of 55 and able to live independently 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.

Good Neighbour Agreement

All new tenants will be asked to sign a Good Neighbour Agreement which outlines a tenant's main responsibilities and gives details of conduct expected by the Trust.

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 tenants will have the contact details of the Property Manager in their welcome pack and Annual Newsletter.

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 Property Manager 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.

We categorise repairs based on their severity and impact on the resident.

Category	Description	Target Timescale
Emergency	Immediate risk to health and safety or the structure of the building	Within 24 Hours (Make safe or complete)
Urgent	Defects that affect the comfort or convenience of the resident but are not immediate hazards	5 Working Days
Routine	Standard repairs that do not cause significant discomfort or risk	20 Working Days
Non-Urgent	Low-priority or specialist works, often batched for efficiency	90 Working Days

We will monitor our performance against these timescales and report the results as part of the Tenant Satisfaction Measures (TSMs). If we fail to meet these standards, tenants have the right to use our internal complaints process and, ultimately, escalate to The Housing Ombudsman.

- Hatton Housing Trust are responsible for maintaining the structure and exterior of the home, as well as installations for the supply of electricity and water, the property side of the meters, waste water, water heating and all fixtures and fittings supplied by Hatton Housing Trust. The Trust will also ensure all homes meet the Decent Homes Standard and are kept in good repair.
- Tenants are responsible for reporting defects/repairs promptly, minor maintenance e.g. lightbulbs, internal decoration, providing access for repairs including moving any possessions to enable a safe, clean working environment for contractors. Tenants should ensure all vents are not restricted and all mechanical ventilation is not altered or switched off. All common areas should be kept free of rubbish and belongings.

We aim to give 24 hours' notice to enter a property, except in the case of an immediate emergency.

Trips and slips

The Trust will take all reasonable steps to keep the property free from structural trip and fall hazards by:

- Maintaining all permanent floor coverings in common areas, including carpets, tiles, and laminate, in a safe and secure condition.

- Ensuring all stairs, bannisters, and handrails are structurally sound, well-lit, and free from loose nosing or frayed carpeting.
- Keeping primary external access paths and steps in good repair and free from significant unevenness or loose paving.

The Tenant will maintain a safe living environment by:

- Maintaining their floor coverings including carpets and vinyl in a safe and secure condition.
- Keeping all internal and external walkways, hallways, and stairs clear of personal belongings, clutter, or debris that may create a trip hazard.
- Avoiding the use of trailing extension leads or cables.
- Promptly reporting any developing hazards, such as a loose floorboard, frayed carpet edge, cracked or defective path surface, loose tiles or failed lighting in communal areas, including all outside areas, as soon as they are identified.

Fire safety

The Trust will provide and maintain a fire-safe environment by:

- Installing smoke/heat alarm systems as recommended by fire risk assessors and fire alarm engineers.
- Ensuring all alarms and emergency lights are tested and maintained according to regulations.
- Maintaining fire doors and ensure the property's structure supports a safe escape route.
- Upgrading to fire rated ceilings on void properties.

The Tenant will act responsibly to prevent fire risks by:

- Following the latest newsletter advice.
- Keeping all designated escape routes, including hallways, landings, and external exits, completely clear of personal items or rubbish.
- Not overloading electrical sockets or using faulty appliances, and ensuring all personal electrical items are safe for use.
- Not propping open fire doors, disabling self-closing mechanisms, or interfering with intumescent seals.
- Ideally, smoking outside in fresh air, clear of the building, and dispose of cigarettes safely.
- Never leaving candles, incense, or open flames unattended.

The Tenant must report any fault in a fire safety device (e.g., a beeping alarm or a loose fire door seal) immediately.

The Tenant shall allow access to the property for bi-annual fire alarm safety checks and periodic electrical or fire risk assessments.

Damp and mould

In line with Awaab's Law:

- Hatton Housing Trust will investigate potential hazards within 10 working days of reporting by the tenant. Reports should be made to the Property Manager with the contact details provided in the Trust's welcome pack and latest newsletter.
- A written summary of our findings and the required remedial actions will be provided to the tenant within 3 working days of the investigation, unless exempt under Awaab's Law.

The Trust will ensure the property is fit for human habitation and free from structural defects that cause dampness by:

- Maintaining the roof, guttering, downpipes, and external walls to prevent water ingress.
- Ensuring any existing damp proof course (DPC) is functional and not bridged.
- Maintaining all provided mechanical ventilation, such as extractor fans in bathrooms and kitchens.
- Promptly repairing any leaks from internal pipes and sanitary ware that could lead to dampness.
- Installing windows with trickle vents.
- Treating any mould reported by tenants.

The Tenant will take reasonable steps to prevent the build-up of condensation and mould by:

- Following the latest newsletter advice.
- Using extractor fans and not tampering with settings along with opening windows regularly to allow air circulation, especially in bedrooms and bathrooms.
- Once installed, leaving trickle vents in the open position.
- Maintaining a reasonable and consistent level of heat throughout the property during colder months to prevent cold spots where condensation forms. An ambient temperature of 16 degrees minimum, ideally 18-21 degrees is recommended.
- Avoiding drying wet laundry indoors.
- Allowing a small gap between large furniture (e.g. wardrobes or beds) and external walls to encourage airflow.
- The Tenant must report any signs of persistent condensation, damp patches, or mould growth as soon as they appear.

- Upon report, the Trust shall investigate the cause (whether structural or lifestyle-related) and provide a written plan of action within the legally required timeframes in line with regulations.

Legionella

The Trust will:

- Carry out a periodic Legionella risk assessment of the property's hot and cold-water systems.
- Set the hot water cylinder to store water at a minimum of 60°C to kill bacteria.
- Ensure water tanks have tight-fitting lids to prevent debris from entering and remove any redundant pipework where water could stagnate on all void properties.
- Flush through the entire water system (all taps and showers) for at least two minutes prior to the start of the tenancy.

The Tenant will:

- Follow the latest newsletter advice.
- Use all water outlets, including showers and taps, at least once a week to keep water moving and prevent stagnation.
- Regularly clean, descale, and disinfect showerheads (at least every 3–6 months) to prevent the build-up of bacteria in aerosol-producing outlets.
- Not adjust the temperature settings on the hot water cylinder, as these are set to specifically mitigate Legionella risks.
- Promptly report to the Property Manager if the hot water is not reaching its usual temperature or if there are signs of debris or discolouration in the water supply.

The Tenant must inform the Trust if the property will be left vacant for more than one week. During long void periods, the Trust reserves the right to implement a flushing regime to prevent stagnation. Tenants will be required to leave a background heat to protect the property/ pipework from frost when away during the colder months (1st October to 1st May.)

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. If the Trust does not accept a complaint it will explain its reasoning to the tenant and advise them of their right to escalate the matter to the Housing Ombudsman.
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; Postal address: Housing Ombudsman Service, PO Box 1484, Unit D, Preston, PR2 0ET or via their online complaint form. The Tenant can at any time engage with the Ombudsman's dispute support advisers for impartial advice.
9. Once a stage one or stage two complaint has been completed the Trust will write to the tenant setting out the complaint to include the complaint stage, the definition, the decision along with the reasons for any decisions made, the details of any remedy offered to put things right, the details of any outstanding actions and how to escalate to the Housing Ombudsman if the tenant is not satisfied with the response.
10. The Trust will keep the Tenant updated about the progress of the investigation even where there is no new substantive information to provide.
11. This Complaint Policy is published on the Trust's website (www.hattonhousingtrust.co.uk) and included in 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.

Tenants are asked to provide the Trust with details of an emergency contact and to give consent for the Trust to contact that person on their behalf should it become necessary, for example if there were concerns relating to a tenant's safety or wellbeing.

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.