

Finsbury Park Housing Co-operative

Breach of Tenancy Policy and Procedure

1 OBJECTIVES OF THE BREACHES OF TENANCY POLICY

The tenancy agreement lays out a number of actions that would be considered to be breaches of tenancy. This policy specifies a number of actions that the Co-op would consider to be either breaches of tenancy, serious breaches of tenancy, or breaches of Co-op policy. Please also see FPHC rules 80 and 81. The items in section 2 are intended as single instances of a breach or breaches. These items also appear in section 4 but as recurrences of the breach(es) or where permission for an action has been sought but refused; they are therefore deemed more serious in nature.

2 BREACHES OF TENANCY

The Co-op considers the following to be either breaches of tenancy or of policy, or both:

- a) A single instance of dumping of rubbish (debris, furniture or disused household appliances) in any areas not designated for such use.
- b) A single instance of nuisance and disturbance to other tenants, members of their household and their visitors by tenants or their visitors. This may include the playing of loud music; excessive volume of radio or television; shouting and screaming; excessive noise caused by motor vehicles, machinery or equipment.
- c) Minor alterations or additions to the fabric of the building such as the fixing of external aerials or satellite dishes, installation of cable TV or telephone, although the Co-op will usually give permission for such alterations.
- d) Keeping a pet without the Co-op's permission
- e) Refusal to allow the Co-operative or its agents (e.g. contractors or surveyors) to enter the premises provided that a reasonable period of notice has been given (except in emergencies) to inspect the state of the premises or the property and to carry out repairs or works in or to the property.

3 ACTION AGAINST BREACHES OF TENANCY

In the case of these smaller breaches of tenancy, the Co-op will attempt to find an immediate satisfactory resolution to the problem.

- 3.1 The tenant will be contacted and a meeting with them will be arranged; this meeting should, wherever possible, be carried out within 14 days. This will usually be organised and attended by complaints officers, but other members may be appointed to act on behalf of the management committee as officers. The officers will seek to find an immediate solution to the breach of tenancy.

Notes will be taken at this meeting, and a copy will be sent to the tenant.

- 3.2 The complaints or other officers appointed by the MC will report back to the next management committee meeting. The complainant may attend this meeting if they so wish. The person(s) against whom the complaint is being made may also attend this meeting. If both parties wish to attend the meeting, they will be asked to attend at specific and separate times. Either party may send a written statement to the meeting if they wish.

Or the tenant may have given a written undertaking that they will not repeat the action which has put them in breach of tenancy.

- 3.3 In the case of a breach of 2c) or 2d) it may be possible for the management committee to give permission to resolve the problem. In this case, the MC will send a letter to each of the other Co-op tenants within the property (and where applicable, the Co-op property adjacent to it), giving them notice and details of what the MC intends to grant permission for and the date of the meeting (in no less than two weeks' time) which will grant the permission unless a written objection with reasonable grounds to withhold permission is received. Any objector can attend this meeting.
- 3.4 If a party to the dispute is not satisfied with the outcome at this stage, they may appeal in writing to a special general meeting of the co-op. Upon receiving an appeal against its decision, the management committee will call a special general meeting to discuss the problem. Any meeting called will usually be in the absence of the

parties concerned in the complaint. If the management committee considers that it would be appropriate for both parties to be invited this may take place. In such a case, the absence of one or both parties from the meeting would not invalidate the decision(s) of that meeting. All papers relating to the case should be circulated to co-op members at the special general meeting. This meeting should be advertised to start ½ an hour earlier to give time for members to read through the paperwork. All meetings of this nature will be strictly confidential to the members who attend and any independent representative involved.

- 3.5 At the special general meeting, decisions will be made about what should be done over a problem and if necessary, these decisions will be voted on. Any decisions taken will be recorded in the confidential minutes book.
- 3.6 The decisions taken will be communicated in writing to the parties to the dispute within 5 working days of the meeting.
- 3.7 If there has not been a satisfactory resolution to the breach of tenancy, the management committee will take the action detailed in section 5 – Action Against Serious Breaches of Tenancy.

4 SERIOUS BREACHES OF TENANCY

Please note that if the Co-op seeks possession on grounds f), g) or h) below, it will offer the tenant suitable alternative accommodation.

- a) After the Co-op has pursued its rent arrears policy and the tenant has consistently been in rent arrears of four weeks or more, the tenant has been asked by the Co-op to come to an arrangement for paying off the arrears and the terms of that arrangement have been broken, or the tenant has not made an arrangement to pay off their arrears in spite of being asked to do so.
- b) The tenant deliberately gave false information to the Co-op in order to obtain their tenancy.
- c) The tenant has been occupying the premises temporarily while works were carried out to the tenant's previous home and these works have now been completed but the tenant will not move back.
- d) The tenant's membership has been cancelled by the Co-op following the procedure laid down in rule 12.
- e) The tenant has caused the premises to be statutorily overcrowded.
- f) The tenant has allowed the premises to be seriously and consistently under-occupied.
- g) The Co-op intends within a reasonable time to do work of an extensive nature to the premises, which cannot reasonably be done with the tenant in occupation.
- h) The premises are of a type specifically provided for a physically handicapped person, someone who is elderly or a person with special needs. The tenant does not need this special accommodation and the Co-op requires it for someone who does need it.
- i) Harassment on the grounds of race, colour, religion, age, sex, sexual orientation, or disability by the tenant(s), their visitors, or anyone living with the tenant(s).
- j) Domestic violence towards any other members of the tenant's household.
- k) Damage to Co-op property, including damage to windows, doors, pipes, radiators, ventilation, wiring, cables or any other fixture or fitting. The Co-op also considers graffiti on external walls, corridors or any part of the surrounding area to be tenant damage if carried out by a tenant, a member of the tenant's family, visitors, or anyone living with the tenant.
- l) Repeated dumping of rubbish (debris, furniture or disused household appliances) in any areas not designated for such use.
- m) Repeated nuisance and disturbance to other tenants, members of their household and their visitors by tenants, their visitors, or anyone living with the tenant. This may include the playing of loud music; excessive volume of radio or television; shouting and screaming; excessive noise caused by motor vehicle or machinery; bullying of a tenant or tenants (more information will be found in the Harassment Policy).

- n) Sub-letting or assigning of the tenant's accommodation without the Co-op's permission.
- o) Carrying out trade/business in the tenant's accommodation.
- p) Using the property for illegal purposes.
- q) Making any alterations to internal or external walls, ceilings, floors or roofs, or additions to the fabric of the building without the Co-op's permission.
- r) Continuing to keep a pet for which permission has been refused or withdrawn.
- s) Repeated refusal to allow the Co-operative or its agents (e.g. contractors or surveyors) to enter the premises provided that a reasonable period of notice has been given (except in emergencies) to inspect the state of the premises or the property and to carry out repairs or works in or to the property.

5 ACTION AGAINST SERIOUS BREACHES OF TENANCY

- 5.1 In accordance with FPHC rule 81, a possession order in respect of any tenancy shall only be sought with the consent of a Special General Meeting of the Co-op.
- 5.2 Before any possession order is sought, the matter shall be discussed at a management committee meeting of the Co-op and if that meeting agrees that there are reasonable grounds for complaint under the circumstances outlined in section 4 above, the Secretary shall write to the tenant(s) in question, informing them of the grounds of complaint and giving them at least twenty-eight days' notice of a Special General Meeting at which the Co-op will decide whether to begin proceedings.
- 5.3 The notice to the tenant(s) against whom the complaint is made shall:
 - (i) invite the tenant(s) to attend the Special General Meeting or make representations in writing in order to answer the complaint and propose a solution;
 - (ii) inform the tenant(s) of the Co-op's policy on seeking possession orders (i.e. rules 80 and 81 and breach of tenancy policy);
 - (iii) be accompanied by a formal notice to quit containing all the statutory requirements of such a notice, and a letter explaining that the notice will be revoked if the Special General Meeting to which the tenant is invited decided not to begin proceedings to gain a possession order.
- 5.4 At the Special General Meeting, the members will consider evidence in support of the complaint and any evidence the tenant(s) may wish to place before them. Provided that due notice has been served on the tenant(s), the meeting may proceed whether the tenant(s) is/are present or not.
- 5.5 If, after considering all the evidence, the Special General Meeting decides, by a majority vote, that there can be no other solution to the matter, the Co-op shall begin proceedings to gain a possession order in respect of the tenancy.
- 5.6 The decision of the Special General Meeting shall be conveyed, in writing, to the tenant(s) of the property in question not more than seven days after the decision has been made.
- 5.7 In a case where any part of this rule has not been observed, any decisions previously made by Special General Meetings in respect of the complaint shall be invalid.

Agreed by SGM 21st November 2006