

# TENANCY ENFORCEMENT PROCEDURE

**Customer Service: Housing Services** 

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#### 1. Introduction

This procedure aims to provide housing services teams with consistent guidance on how to process a variety of tenancy change requests, including the factors that should be considered when approving such requests and the legislation governing these.

#### Regulation

- 1.1. It ensures compliance with the Regulator of Social Housing (RSH) [Consumer] Tenancy Standard in respect of Tenancy Fraud, Tenancy Sustainment, and Tenure, as well as the Transparency, Influence & Accountability Standard in respect of Fairness & Respect and Diverse Needs. We will:
  - Treat all customers with fairness and respect.
  - We will take action to deliver fair and equitable outcomes, using data to understand the diverse needs of our customers and assess our service.
  - Our communications and information will be clear, accessible, relevant, and appropriate to the needs of our customers.









- We will support customers to use our service, ensuring that our service is accessible to all, including enabling our customers to be supported by an advocate or representative.
- When reviewing and updating this procedure, we will engage with customers, giving them a meaningful opportunity to influence our service. We will tailor these opportunities to meet the needs of the customers wishing to participate.
- We will keep customers up to date on progress, next steps and outcomes on services that affect them.
- Our decision-making criteria will be clear and set out in the Roles and Responsibilities section below.
- We will provide customers with information about how we are performing against
  his procedure and the actions we are taking to improve performance if required,
  as set out in the Reporting and Monitoring Section below.
- If we fail to meet any of these principles in a material way, we will self-refer to the Regulator of Social Housing and put improvement actions in place to minimise recurrence.
- 1.2. In addition, the RSH requires landlords to have clear policies which outline their approach to tenancy management, this includes how we tackle tenancy fraud. The Tenancy Standard also requires landlords to make sure their homes continue to be occupied by the tenant they were let to.

## **Housing Legislation**

- 1.3. The unacceptable behaviour procedure and warning marker procedure are framed within the context of, and comply with relevant legislation, which includes:
  - The Equality Act 2010
  - The Human Rights Act 1998
  - General Data Protection Regulations 2018
  - Health & Safety at Work Act 1977
- 1.4. Trespassers are not protected by the Housing Acts but are protected under:
  - Criminal Law Act 1977 Section 6
  - Protection from Eviction Act 1977 (Section 1)
- 1.5. Abandoned Properties:
  - Housing and Planning Act 2016 Part 3 (Sections 57 to 61)
  - Housing (Scotland) Act 2001 (Section 17)

## **Policies**

- 1.6. This procedure underpins our Neighbourhood & Estate Management Policy which explains how we aim to ensure that our neighbourhoods, care and support schemes and services, and communal areas are safe, clean and well maintained.
- 1.7. We are committed to Equality, Diversity & Inclusion. We strive to be fair in our dealings with all people, communities and organisations, taking into account the diverse nature of their culture and background and actively promoting inclusion. This procedure aligns with our Equality, Diversity and Inclusion Policy and the overarching Neighbourhood & Estate Management Policy has been subject to an Equality Impact Assessment.









- This procedure conforms to our Customer Care Policy. We aim to deliver high quality customer service across all business streams, operating areas, and subsidiaries, and within all activities whilst meeting all legal and regulatory requirements. This involves putting the customer first, respecting their rights, needs and views.
- This procedure conforms to our Tailored Services & Reasonable Adjustment Policy. 1.9. We aim to identify and support customers who, because of a protected characteristic. vulnerability or diverse need require extra support or an adjustment to access our services, in line with our organisational values of 'We Care', 'We are Inclusive' and 'We are Trusted'.
- 1.10. This procedure has been written in collaboration with our customers through our approved customer panels. Reviews will be undertaken every three years, or as required when new legislation or regulatory requirements are published, and customers will be given the opportunity to influence the way we work within the requirements set out in the relevant housing law and regulations described above, and in conjunction with our Customer Involvement and Engagement Strategy and Policy.

# 2. Scope

- 2.1. All parts of Riverside are covered by this procedure, including Scotland.
- 2.2. It will apply to customers with social housing (general needs) tenancies and supported housing (retirement living) tenancies.
- Colleagues in our Housing Services teams (Housing Officers, Scheme Managers, 2.3. Retirement Living Coordinators, Tenant Partners etc.) and our Housing Management Services teams (HMS Officers, Income and Admin Officers etc.), as well as any other roles which have responsibility for investigating and resolving tenancy enforcement issues, will be required to comply with this procedure and follow the associated business tools identified in the Related Documents section below.

#### 3. Related Documents

# **Policies**

- 3.1. Customers and other stakeholders can access our Policies through the Riverside website at Our policies - Riverside and Our policies - Riverside Scotland. Internally, Policies are available on the Policy Management System at Riverside Policies.
  - Neighbourhood & Estate Management Policy
  - Health, Safety & Environment Policy
  - **Tenancy Fraud Policy**
- 3.2. We are looking into how we can make our Procedures more access to Customers and other stakeholders, in the meantime requests for information can be made through the CSC (processed as a STAIRS request). Internally, Procedures are available on the Processes and Procedures Hub at Riverside Processes.

#### **INTERNAL USE ONLY:**

#### **Processes**

- **Unacceptable Behaviour Process**
- Trespassers Process (England)
- Abandoned Property Process (England)
- Tenancy Change Abandonment Process (England)
- **TORT Process (England)**









- Disposal of Former Tenants Belongings Process (England)
- Abandoned Property Process Map (Scotland)

## **Business Tools**

- Unacceptable Customer Behaviour User Guide
- Warning Marker User Guide
- Abandoned Property User Guide (England)
- Abandoned Property User Guide (Scotland)
- Disposal of Goods User Guide (OHG)

# 4. Key Terms and Definitions

Term	Description
RSH	Regulator of Social Housing
ED&I	Equality, Diversity, and Inclusion [Policy]
RCVE	Riverside Customer Voice Executive
HMS	Housing Management Services
CRM	Customer Relationship Management System
EDMS	Electronic Document Management System
SPOC	Single Point of Contact
ASB	Anti-Social Behaviour
Aggressive/Abusive	Showing anger and a willingness to attack
Unreasonable	Beyond the limits of acceptability or fairness
Persistent	Continuing in an opinion or action despite an outcome
Vexatious	Causing or tending to cause annoyance, frustration or worry
Squatting	When someone deliberately enters a property without permission with the intention of living there
Unauthorised Occupation	When the tenant has left the property and left someone living there









# Housing Officer/ Customer Partner

•Decision making and customer engagement during processes.

# HMS Officer/ Income & Admin Officer

- Maintenance of records, including housing management system, customer relationship management system, and electronic document management system.
- •Administration of processes including sending letters and forms.

# Evolve/ Riverside Property Services

- Technical inspection of condition of property/properties subject to processes, where appropriate.
- Provision of appropriate gas/electrical safety certificates, where appropriate.

Housing Services Manager/ Scheme Manager/ Housing Manager/ HMS Team Leader

• Training, coaching and performance management, ensuring compliance with procedure.

#### 6. Procedure Content

#### Unacceptable Customer Behaviour

The types of behaviour by customers that we consider to be unacceptable and what we'll do in such circumstances.

#### Warning Markers

The situations where we consider there to be a risk to our colleagues or contractors if visiting a customer in their home, and how we will manage such risks.

## Trespassers, Squatters and Unauthorised Occupants

What we will do when people are living in one of our properties without our permission.

# **Abandoned Properties**

What we will do if we discover or suspect a property has been abandoned by the tenant.









# 6.1. Unacceptable Customer Behaviour

#### Introduction

- 6.1.1. We are committed to high quality customer service which underpins its activities. This involves putting customers first and respecting their rights, needs and views. We have various ways customers can provide feedback such as via our complaint's procedure, snap surveys, I-community etc, and we actively encourage customers to make use of them.
- 6.1.2. Customers may act out of character in times of trouble or distress. There may have been upsetting or distressing circumstances leading up to a complaint. We do not view behaviour as unacceptable just because someone is forceful or determined. However, the actions of users who are angry, demanding or persistent may result in unreasonable demands on, or unacceptable behaviour towards our colleagues. This procedure helps determine the most appropriate course of action.

#### **Diverse Needs**

- 6.1.3. Whilst managing unacceptable behaviour, we will take any vulnerabilities or medical conditions into consideration, as well as any support needs that are known or made known to us. We will make every effort to ensure our colleagues, contractors and agents are able to carry out their duties safely without fear of discrimination or distress caused by unacceptable behaviour. Additionally, we will:
  - Provide accessible services whilst retaining the right to restrict or change access to a service where we consider customers actions to be unacceptable.
  - Strive to ensure that neither colleagues, contractors nor other customers are subjected to behaviour that is considered unacceptable as defined in this procedure.
- 6.1.4. Whilst implementing this procedure we will:
  - Consider each case based on the individual circumstances and needs of the complainant.
  - Make reasonable adjustments e.g. for people who are neurodivergent, have mental health issues, dementia or Tourette's syndrome, or other learning disabilities.
  - Take into consideration any barriers to communication, e.g. language, literacy issues, hearing impairment, requirement for use of sign language and tailor our communications to enable us to communicate with the customer and for them to be able to respond to us. Our communications should be timely, clear and accessible.
  - Allow customers to be supported by a representative or an advocate of their choice in all interactions with us.
  - Recognise that some languages may sound, or have accompanying hand or body language, that to others may appear aggressive or inappropriate.
  - Understand that some customers may display behaviours that appear to be noncooperative but that may be part of their culture e.g. no male visitors, or no visits/contact on a particular day.
  - Appreciate that neurodivergent customers may need more support and flexibility, for example, a pre-arranged interview or telephone call.









- Communicate with survivors of domestic abuse in line with guidance in the Domestic Abuse procedure.
- Consider any safeguarding issues and refer to the Safeguarding Adults and Safeguarding Children procedures where appropriate.
- Consult tenants' records for any reasonable adjustments we need to make to deliver services and where any additional information is obtained about the customer during implementation of this procedure, ensure all systems are updated to capture and store this new information.
- 6.1.5. Prior to invoking the procedure and restricting customer contact, we will complete an equality impact assessment to ensure that we have considered any known disabilities and/or mental health conditions of the customer before taking appropriate action -Appendix 5.
- 6.1.6. The equality impact assessment considers the customer's health and personal circumstances and assesses if our treatment is a proportionate means of achieving a legitimate aim.
- 6.1.7. We will continually review the equality impact assessment because the customer's health and personal circumstances may change at any given time. Reviews should be undertaken aligned to when the case is regularly reviewed every six months. However, any known changes to the customer's health and/or personal circumstances may also trigger a review. This will determine if we continue to invoke the procedure.

#### **Behaviour Covered Under this Procedure**

#### Aggressive or Abusive Behaviour

- 6.1.8. There may be incidences of behaviour which an individual may find difficult, but it would be reasonable to expect a well-trained competent colleague to be able to deal with in most circumstances. This would not be considered unacceptable behaviour.
- 6.1.9. We recognise that people may act out of character when in distress or difficulty, so being upset or angry is understandable. However, when these emotions escalate into aggressive or abusive behaviour towards our colleagues, such behaviour will be considered unacceptable and managed in accordance with this procedure.
- 6.1.10. Aggression is not limited to acts causing physical harm. It also includes any behaviour that may cause colleagues to feel threatened, abused or afraid. Examples of abusive or aggressive behaviour include (but are not limited to):
  - Using language, which is intended to insult or degrade, or is racist, sexist or homophobic.
  - Threats of violence or physical violence or harassment.
  - Intimidation or threatening behaviour towards colleagues by any means.
  - Deliberate physical damage caused to property.
  - Persistent swearing and/or shouting.
  - Personal abuse and or unwelcome or rude gestures.
  - Making inflammatory or unsubstantiated allegations.

#### Unreasonable Demands

6.1.11. Unreasonable demands in relation to the type and timelines of service will be managed in line with the procedure. Examples could include (but not limited to):









- Demanding that all repairs are dealt with as an emergency or demanding that a complaint be prioritised above others.
- Behaviours or demands that are disproportionate to the matter in question or deliberately made to cause annoyance, misdirect or waste the organisation's resources will be considered unreasonable.
- Demanding a service outside the relevant policy timescales.
- Submitting high volumes of repeated communication which could include (but is not limited to) letter, email, telephone and social media.
- Requesting high volumes of information which is not relevant to the service request or complaint being made.
- Insisting on only seeing or speaking to a particular colleague without a clear justifiable reason.
- Repeatedly asking for services that are not offered.
- Repeatedly changing the substance of a complaint or raising unrelated concerns as part of an existing complaint.
- Repeatedly complains or makes repeated requests about similar issues that have already been dealt with.

#### Unreasonable Persistent or Vexatious Behaviour

- 6.1.12. If despite reasonable attempts to resolve a matter, the customer continues to make unnecessary contact and will not accept that we cannot provide them with a level of service and/or information other than that which has already been provided; this persistent behaviour may be deemed as unreasonable. Examples of unreasonably persistent or vexatious behaviour include (but are not limited to):
  - Even though the way in which a customer approaches us may be reasonable, the persistent nature of the behaviour may not be acceptable.
  - Refusing to accept a decision made after fully exhausting the complaints process.
  - Refusing to accept explanations relating to what we can and cannot do.
  - Refusing to accept the decision to appoint a single point of contact.
  - Insistent on no response has been received.
  - Pursuing an issue/case which we consider resolved or closed without presenting any new significant information.
  - Making an unreasonable number of contacts with us, by any means in relation to a specific complaint or issue e.g. high volume of letters, emails, telephone calls etc.
  - Where a customer frequently visits the office without an appointment.
  - Sends irrelevant or duplicate documents.
  - Electronically recording meetings and conversations without the prior knowledge of those involved.

#### Managing Unacceptable Behaviour

6.1.13. The steps our colleagues take to manage unacceptable behaviour will depend on the nature and extent of the behaviour. Colleagues are expected to exercise their judgement in responding to unacceptable behaviour taking all factors in each individual case into account. Colleagues are authorised to take such immediate









action as they, acting reasonably and responsibly, consider to be appropriate at the time.

- 6.1.14. Any colleague who is confronted by an abusive, aggressive, unreasonably demanding, persistent and / or vexatious customer, may decide to remove themselves from the situation after advising the customer that their behaviour is unacceptable. This may involve terminating a call, or other form of communication and refraining from further contact. Having done so, the colleague should record and report the incident to their line manager. Consideration should be given to completing the relevant paperwork which informs colleagues about the potential risk and/or action taken e.g. SAW IT, warning marker, system alerts etc.
- 6.1.15. We will try to reach a voluntary (informal) arrangement before taking formal action. Colleagues may take a supportive role and try and influence the customer to modify their behaviour (approach taken by Care and Support) or alternatively give customers an initial warning that their behaviour is unacceptable and record the details on their file
- 6.1.16. We recognise that a customer's actions may be caused or affected by a disability or vulnerability, which, if known to us we will consider. We will undertake an equality impact assessment before taking any formal action to understand if there are any other needs and if those needs could be met in any other way. We will make sure appropriate support is provided to the customer including signposting to relevant agencies such as mental health services.
- 6.1.17. Should such behaviour continue, a formal written warning may be sent and placed on the customer's file. If the behaviour persists after a formal warning, we will fully assess the way in which we communicate with the customer and take steps, as outlined in this procedure, to manage our interaction with the customer.
- 6.1.18. However, there may be occasions where we decide to invoke the procedure without sending a formal written warning first, due to the seriousness of the customer's behaviour towards colleagues and others. Sending a formal written notice may inflame a situation and put colleagues at risk, therefore each case should be assessed on a case-by-case basis.
- 6.1.19. Again, where the behaviour is so extreme that it threatens the immediate safety and welfare of colleagues and others, it may be necessary to report the matter to the police and / or take any legal action we deem necessary and appropriate. In such instances it is possible that no warning of this action will be given.

#### **Restricting Customer Contact**

- 6.1.20. In situations where previous warnings have been issued to a customer and where they have failed to modify their behaviour, we may decide to limit or restrict their contact with us. This may mean maintaining only one form of contact e.g. email/telephone, and / or requiring all future contact is through a third party. We may consider providing the customer with a SPOC so that all enquiries and communication are channelled via the SPOC.
- 6.1.21. We will notify customers in writing the reasons for our decision to restrict contact, the details of the restricted contact arrangements, including details of the SPOC and the length of time that the restriction will be in place. Relevant colleagues will be informed of any restrictions put in place this may also include contractors and other statutory agencies.
- 6.1.22. Examples of restricted contact may include the following:
  - Ending direct contact (telephone, e-mail, letter, social media or by any combination) and/or by restricting the frequency of contact.









- Restricting contact to an individual or specified colleagues e.g. SPOC. This
  means contact will be restricted to either written communication to a named
  individual such as a SPOC or through a third party.
- Any caution or support/warning flags added to individual customer accounts will be reviewed in line with this procedure.
- Where correspondence (letter, electronic or via social media) or other forms of communication are abusive or offensive to colleagues or contains unsubstantiated allegations, the customer will be asked to stop, and we will advise that if this continues, we will no longer respond on the issues raised.
- Only take calls at pre-arranged dates and times or put in place an arrangement for a SPOC to deal with any calls or contact.
- Only accept contact in writing.
- Return correspondence if appropriate.
- Take other action that we consider appropriate, and where this is the case, we will always inform the customer about the action being taken and why.

Please note this list is not exhaustive.

#### Single point of contact (SPOC)

- 6.1.23. If we are to restrict contact, the customer would (but not in all cases) be advised to communicate via a SPOC. This is a decision made by the team managing the customer.
- 6.1.24. The role of the SPOC is normally the responsibility of a designated colleague. All enquiries and communication are channelled via a SPOC so that we can track communication and provide an informed response.
- 6.1.25. The SPOC may ask other colleagues to draft responses on their behalf particularly if they require technical assistance or specialist knowledge. The SPOC may also hand over responsibility to another colleague especially if they are planning extended leave away from the workplace. Where responsibility is temporarily transferred to another colleague, the customer must be informed of the change in SPOC, even if that is only for a short period of time.
- 6.1.26. In the interests of transparency and fairness to the customer and to provide on-going support to the SPOC, it is recommended that a colleague, which could be, but not restricted to the SPOC's line manager, reviews the SPOC's correspondence and decisions on a quarterly cycle or sooner if deemed necessary. A salesforce case should be raised to confirm that the SPOCs decisions and correspondence has been checked by their colleague/line manager. Recommendations about outstanding actions and/or changes should also be recorded on Salesforce and followed up to ensure they are completed.

#### **Exclusions**

- 6.1.27. We will consider exclusions to the above which could be reported, as and when, they occur due to the nature of the issue and immediacy in which we must respond, they include (but not restricted to):
  - Critical anti-social behaviour incidents/reports.
  - · New repairs.
  - Urgent repairs.
  - Emergencies such as fire, terrorism, physical assault etc.









- Safeguarding incidents.
- Domestic violence.

# **Ignoring Contact Restrictions**

- 6.1.28. If the customer continues to disregard contact restrictions and/or acts unreasonably, a warning letter should be sent which advises the customer to refrain from ignoring our restrictions and warns of the potential action we may take if they continue to disregard contact restrictions and/or act unreasonably.
- 6.1.29. If the customer's behaviour does not modify and they continue to ignore our advice and warnings, we may consider taking legal action. At this point, the SPOC or colleague responsible should seek legal advice about the next steps which may include formal action such as:
  - Issuing a legal warning letter.
  - Consider potential injunction proceedings if the complainant ignores our warning.
  - Consider applying for a civil restraint order in specific circumstances.
  - If some or all the above are exhausted, to begin possession proceeding by issuing a Notice of Seeking Possession.

# **Updating Records and Communication**

- 6.1.30. It is important that the customer is kept updated about decisions and changes made when following this procedure.
- 6.1.31. It is equally important that internal record keeping is regularly updated, such as:
  - Salesforce & Open Housing.
  - Warning markers.
  - SAW IT.
  - Update the appropriate colleagues and/or teams such as Customer Service Centre, Evolve/repairs contractors etc.
- 6.1.32. Colleagues should refer to the Warning Marker User Guide for details on how to record instances of restricted contact under this procedure, to ensure visibility across our teams and systems.

# **Monitoring and Reviewing**

- 6.1.33. Regular monitoring of the customer's behaviour should be carried out to establish if further action needs to be considered, or we lift the restricted contact.
- 6.1.34. Each case should be reviewed every six months, or more frequently if appropriate, to establish if the measures in place remain, are adjusted or removed. In all instances we will write to the customer to inform them about the outcome of the review.

## **Appealing/Reconsidering a Decision to Restrict Contact**

- 6.1.35. A decision to restrict customer contact may be reconsidered, upon written request if the customer demonstrates a more acceptable approach. A senior officer will review the status of any customers with restricted contact and confirm their decision within 28 days of when the appeal is received.
- 6.1.36. A customer may appeal a decision and must write to us within 14 days of the date on the decision letter. If they do not do so, they will lose their right of appeal. Any appeal should be made in accordance with the restrictions on contact currently in place and the outcome of the appeal will be advised within 28 days of when the appeal is









received. On appeal, a fact sheet with an accompanying letter must be sent to the customer.

6.1.37. The decision made by the senior officer reviewing the request/appeal is final and cannot be appealed against. In cases where the customer remains dissatisfied, the customer will be signposted to the Housing Ombudsman.









# 6.2. Warning Markers

- 6.2.1. The purpose of Warning Markers is to give colleagues and contractors basic information regarding the level of threat a customer poses for future visits and appointments. The Warning Marker denotes the level of threat and the action to be taken when visiting the customer.
- 6.2.2. Aggressive, abusive or unreasonable behaviour can include, but is not limited to:
  - Physical violence, personal verbal abuse, derogatory remarks and rudeness
  - Abusive, offensive or threatening behaviour
  - Behaviour or language (whether oral or written) that may cause colleagues to feel afraid, threatened or abused
  - False or malicious statements
- 6.2.3. Any incident of aggressive, abusive or unreasonable behaviour towards our colleagues, agents or contractors, relating to their work, or observations of unsafe living conditions which may pose a risk to the same, should be reported immediately.
- 6.2.4. A Warning Marker will only be added to a customer's tenancy record in response to an incident as described above. Any colleague, including contractors or other third-party agents, are required to report incidents using our Health & Safety Reporting System (SAW-IT). The incident will be investigated by their line manager from a welfare and roles & responsibilities point of view, and incidents involving the behaviour or actions of a customer, including family members or visitors to a customer's home, will be escalated to the Housing Services Team (or equivalent in Care & Support/Scotland/Home Ownership) who will independently review the incident from a tenancy enforcement angle.
- 6.2.5. Housing Service Managers will liaise with the appropriate people, such as Housing Officers and other colleagues who have previously interacted with the customer, to complete a full investigation and agree an outcome, such as:
  - Monitor situation
  - Discuss incident with customer
  - Add warning marker
  - Other tenancy enforcement action
  - No further action
- 6.2.6. If a warning marker is added, the Housing Services Manager will need to agree whether to discuss the incident with the customer or not. If appropriate, a face-to-face visit should be undertaken by the HSM and/or Housing Officer. In most cases, a letter will be sent to the customer explaining the decision, how it was made, when it will be reviewed, and their right to appeal. If it is believed that sending such a letter could inflame a situation, the decision to withhold the information will need to be agreed by our Data Protection Team, and evidence from third parties may be required. The only exception to this is where a Property Warning Marker (WARP) is being added for issues such as Oxygen being stored at the property or the customer being a medical needle user: it is acceptable not to send a letter in these circumstances on the understanding that the customer is aware of the marker through discussion with their Housing Officer. If we decide not to communicate a warning marker to the customer, the customer still has the right to request access to the data we hold on them (Right to Access, GDPR) and the warning marker would be included in any such data request.









- 6.2.7. Warning Markers will be reviewed on a cyclical basis, see the table below for details on the types of warning markers, actions to be taken where warnings are recorded, and review periods. At each review we will communicate the outcome with the customer, unless the decision not to communicate has been agreed by the Data Protection Team as above.
- 6.2.8. Customers have the right to appeal a decision to add or extend a warning marker beyond the initial review period. They can do so in writing (letter or email), in discussion with their Housing Officer or by contacting the Customer Service Centre. The appeal should detail any mitigating circumstances surrounding the incident from the customers point of view and will be heard by an independent Manager. Any such appeal should be submitted within 14 days of receiving the Warning Marker Letter.









	High	Medium	Property	Incident Management	Under Investigation
Description	High risk to colleagues/contractors	Medium risk to colleagues/contractors	Risk at Property	Business Continuity Process Triggered	Risk Under Investigation
Code	WARH	WARM	WARP	WARI	WARU
Example	<ul> <li>Customer has been physically violent</li> <li>Customer has made threats of physical violence, and it is deemed likely that threats will or may be carried out</li> <li>Customers potential behaviour requires colleague witness</li> </ul>	threats of physical violence, but it is not deemed likely that threats will be carried out  Customer may use abusive/threatening language, communicates	<ul> <li>Oxygen stored in property (medical use)</li> <li>Needles at property (could be medical use or substance misuse/abuse)</li> <li>Animal present</li> <li>Property likely to be in an unhygienic state</li> <li>Disrepair Claim</li> </ul>	Covid-19 (coronavirus) Pandemic 2020	<ul> <li>There has been an incident of, or a third-party organisation have shared information about, abuse, violence or unacceptable behaviour that is being investigated</li> <li>Infestation/Infection (fleas, scabies or infectious disease for example) or other short-term risk (meter tampering) under investigation.</li> </ul>
Action	Do not visit customer alone: Joint visiting is mandatory	Visit with caution	Visit with caution	Refer to specific incident with caution Refer to specific incident volume volum	
Advice Note (Vulnerability Indicator) Examples	2SEA 2SEP	2SEB 2SEC 2SED 2SEE 2SEO 2SER	2SEF 2SEG 2SEH 2SEI 2SEK 2SEL 2SES	2SEJ 2SEM	2SEB 2SEN 2SEQ

2014







Repairs Scheduling	Not Scheduled	Not Scheduled	Not Scheduled	Scheduled as Normal	Not Scheduled
Review Date	12 Months	6 Months	12 Months	1 Month	1 Week
Additional Information	Can be kept indefinitely but annual review should be carried out to ensure that current factors such as tenancy conduct can be considered.		Can be kept indefinitely but annual review should be carried out to ensure that risk still exists	Should only be used if a local or national issue dictates that a specific response should be observed	Temporary markers should be removed or changed to a full marker at the earliest opportunity







Code	Advice Note	Code	Advice Note
WARH	High Risk to Colleagues/Contractors	2SEA	Joint Visiting Mandatory
WARM	Medium Risk to Colleagues/Contractors	2SEB	Seek Advice from Housing Team Prior to Visiting
WARP	Risk at Property	2SEC	Joint Visiting Advised
WARI	Business Continuity Process Triggered	2SED	Female Visitors Only
WARU	Risk Under Investigation	2SEE	Male Visitors Only
		2SEF	Oxygen/Needles Stored in Prop (Medical)
		2SEG	Needles in Property (Non-Medical)
		2SEH	Animal (Unrestrained and/or Aggressive)
		2SEI	General Environment Concern
		2SEK	Hoarding
		2SEL	Weapons in Property
		2SEN	Infestation/Infection
		2SEO	1 Male/1 Female to Attend (Mandatory)
		2SEP	No Home Visiting
		2SEQ	Gas/Electric Meter Tampering
		2SER	Acceptable Behaviour Contract







# Trespassers, Squatters and Unauthorised Occupants

6.3.1. We aim to make best use of our homes and ensure they are occupied by the right people. It is important we deal correctly with those who are living in our homes without our permission. This procedure aims to prevent unauthorised occupancy by providing guidance for colleagues on how to deal with unauthorised occupants and squatters.

#### Introduction

- 6.3.2. A trespasser is someone who has entered or remained in a property without permission to be there. Trespassers are often described as squatters.
- 6.3.3. There are two main ways a property can be occupied by someone who does not have the legal right to live there:
  - Squatting when someone deliberately enters a property without permission with the intention of living there.
  - Unauthorised Occupation when the tenant has left the property and left someone living there.
- 6.3.4. Whilst a tenancy still exists, it does not matter that the squatter has not obtained permission from us, as we do not have a right to possession of the property. It is only after the tenancy has been terminated that we can get a possession order against the squatter.
- 6.3.5. A person who is allowed into occupation with permission by the tenant can subsequently become a trespasser when that permission has been withdrawn or is no longer effective. For example, when the tenancy has been terminated.
- 6.3.6. Squatting in residential properties is against the law and squatters can be arrested, and, if found guilty, sent to prison for 6 months, fined up to £5,000 or both.

#### **Squatters**

- 6.3.7. A squatter will normally have occupied the property after the tenant has left. If the tenancy has been terminated, then the property will be recorded on the system as void. If the tenant has left and submitted a termination notice and the keys, and there is no evidence that they enabled re-occupation, the tenancy should be ended so the person occupying can be treated as a squatter.
  - Reports of squatting is most likely to come from the following sources:
  - Neighbour who is aware the tenant left
  - Anonymous report by a member of the public
  - A colleague, contractor or third-party agent
- 6.3.8. Colleagues should not attend a property where there are suspected squatters alone and should always be accompanied by a colleague and/or a police officer.
- 6.3.9. If the squatter refuses to leave a solicitor should be contacted to obtain an Interim Possession Order from the County Court. The squatter will be required to leave within 24 hours of the order being served. If they don't leave the police should be contacted as they are committing a criminal offence.

#### **Unauthorised Occupants**

6.3.10. Unauthorised occupants are in the main 'left behind' in a property following the departure of the tenant. The tenancy is still in existence although the tenant is no longer resident.









6.3.11. Unauthorised occupation covers a range of situations including:

- Unauthorised assignment or exchange
- Tenancy has been fraudulently obtained
- The property has been unlawfully rented out
- People staying on following the death of the tenant and have no right to succeed
- Adult children remain after their parent(s) have moved out
- The person may have forced the rightful tenant out
- The sole tenant has left the property due to domestic violence
- 6.3.12. As soon as we become aware that an unauthorised occupant is living in the property contact must be made to establish the reason they are residing there without the tenant. Acceptable reasons for the tenant living not living there include:
  - The tenant is intending to return, and the onus is on us to prove otherwise if possession is being considered
  - They are working away for a period, in full-time education or caring for a relative but do return to the property and view it as their principal home
- 6.3.13. If the reasons given are unacceptable and the tenant is not using the property as their principal home, or has no intention of returning, a solicitor should be instructed to apply to the County Court for possession. The solicitor will advise the most appropriate approach depending on the circumstances of the case.

# **Tolerated Trespasser**

6.3.14. A tolerated trespasser is a tenant who has breached the terms of a court order and therefore the tenancy has ended. In such cases the occupant must be told that they are a tolerated trespasser, and any monies will be accepted for 'use and occupation' and not as rent while an eviction is applied for.

#### **Trespassers Rights**

- 6.3.15. Trespassers are not protected by the Housing Acts but:
  - Are protected by Section 6 of the Criminal Law Act 1977
  - Can be protected by the Protection from Eviction Act 1977
- 6.3.16. Section 6 of the Criminal Law Act 1977 makes it a criminal offence to use violence to secure entry to residential premises where there is someone in occupation who is opposed to the entry. Violence includes violence to property (for example, forcing a lock) as well as physical violence to the occupier.
- 6.3.17. Section 1 of the Protection from Eviction Act 1977 makes it a criminal offence to unlawfully deprive or attempt to deprive a residential occupier of his/her occupation of any premises. This applies to a former tenant (against whom a possession order has been made) and to anyone allowed into occupation by the former tenant who has remained in occupation. This does not apply to an outright squatter (that is, someone who breaks into a vacant property).

# **Our Right to Possession**

- 6.3.18. Actions taken to gain possession remain the responsibility of the local housing officer.
- 6.3.19. As stated above, the tenancy must be terminated otherwise the occupier will be a trespasser against the tenant and not against us. The tenancy may have terminated by the tenant, by either giving a notice to quit to us or by surrendering their tenancy. If this has not happened and the tenancy still exists, a notice to quit must be served on









- the tenant (or the tenant's personal representatives, if the tenant has died see our Tenancy Change Procedure Succession). It is not necessary to serve a separate notice to quit on anyone who has been allowed into occupation by the tenant.
- 6.3.20. The Pre-Action Protocol for Possession Claims by Social Landlords (the Protocol) imposes an additional requirement that must be complied with before court proceedings can be started. This applies to both left in occupation cases and outright squatters. We will send a letter (usually by hand delivery) to the occupier(s) to:
  - Explain why we intend to seek possession; and
  - Give the occupier(s) the opportunity to write to us within a specified period to provide details of personal circumstances or other matters that they want us to consider before making a final decision.
- 6.3.21. The specified period for responding will be 14 days for left in occupation cases and 7 days for squatter cases or less if there is a risk of serious damage or harm to anyone.
- 6.3.22. If the occupier does not respond, court action can be started as soon as this time limit expires. If they do respond, their response must be considered, and we must send a further letter if it decides to proceed with court action explaining the reasons for its decision
- 6.3.23. Once the notice to quit has expired, possession proceedings can be started. The notice to quit must be for a minimum of 28 days.
- 6.3.24. An outright squatter is someone who has who has moved into the property without the tenant's consent, where the tenancy has already been terminated. In this type of case, there is no need to serve a notice to quit but a letter under the Protocol must be sent to them; proceedings can be started immediately.

# **Possession Proceedings**

- 6.3.25. Trespassers proceedings are much quicker than normal possession proceedings. It usually takes about 14-21 days to get a hearing. In urgent cases, it can be much quicker than this.
- 6.3.26. The procedure and the paperwork for trespassers' cases is different to that for possession cases brought under the Housing Acts. The Particulars of Claim are different (form N121) and the proceedings must be personally served. The bailiff will do this, if asked. However, in urgent cases, it is best for us to arrange personal service. The case may be heard in open court by a circuit judge rather than in chambers by a district judge (as are Housing Act possession cases). If you are unsure what to do, consult your line manager and/or take legal advice; remember that you can access 20 minutes free advice from our legal panel members.
- 6.3.27. It is best practice to include in the court papers a witness statement explaining the circumstances of the case. It should also confirm that steps taken to comply with the Protocol, any response received from the occupier(s), that the representations were considered and brief reasons for seeking possession, with copies of the correspondence being exhibited to the witness statement.
- 6.3.28. If the court is satisfied that the person in occupation is a trespasser, it must make a possession order. The court has no discretion to refuse to make an order and cannot make a suspended order. The court can, however, postpone the possession order by up to six weeks in cases of hardship. However, the court is unlikely to do this in a squatter's case (but may do so in a left in occupation case). If the trespasser has been guilty of anti-social behaviour, make sure that the court has information about this (in the witness statement) as it may affect whether the court postpones the possession order.









- 6.3.29. It is possible to recover damages from trespassers, which can include the cost of repairing any damage and occupation damages equivalent to the rent that would have been charged for the property. In practice, it is unlikely that you will recover any money from a trespasser, even if you get a money judgment.
- 6.3.30. If you do not know the names of the squatters, you can take proceedings against "Persons Unknown". If possible, try and find out the names of the occupiers. Where proceedings are taken against "Persons Unknown", the court papers must be fixed to the front door of the property as well as put through the letterbox.
- 6.3.31. After the order for possession has been made, a Warrant for Possession must be issued (this is the same procedure as is used in Housing Act cases). The Bailiff will usually evict trespassers as quickly as possible.
- 6.3.32. In emergency cases, where there is a serious risk of damage to property or injury to neighbours, it is possible to obtain possession orders against trespassers immediately. In cases of this type, you should also consider obtaining an anti-social behaviour injunction against the trespassers.









# 6.4. Abandoned Properties

- 6.4.1. This procedure sets out our approach to abandoned rented properties, providing colleagues with clear guidance on identifying abandoned properties and the process to gain possession.
- 6.4.2. Colleagues must exercise caution when taking action to recover an abandoned property and follow the guidance in these procedures to avoid any claims of unlawful eviction. Taking a proactive response to abandoned tenancies is essential for the organisation to:
  - Reduce rent loss
  - Reduce the risk of vandal damage to property
  - Avoid unnecessary court action and costs
  - Enable efficient allocation of properties
- 6.4.3. An abandoned property is when the landlord believes that the property is unoccupied and that the tenant does not intend to occupy it as their home.
- 6.4.4. Under the Housing and Planning Act 2016 part 3, sections 57 to 61, when a landlord strongly suspects 'abandonment' and has a file of evidence to back this up, he or she can legally regain possession when meeting these conditions which relate to tenancies in England:
  - The unpaid rent condition is met eight weeks' arrears for weekly or fortnightly rent payments and two months for monthly payments
  - Warning notices have been given
  - There has been no response to attempts to warn and contact the tenant



- 6.4.5. The Housing (Scotland) Act 2001 Section 17 states that where the landlord of a Scottish Secure Tenancy has reasonable grounds for believing that the property is unoccupied and that the tenant does not intend to occupy it as their home, they can start procedures to terminate the tenancy in accordance with Section 18.
- 6.4.6. Where a licence agreement is in place rather than a tenancy agreement i.e. supported housing, please follow the Missing Persons Procedure but refer to AP3 Suspected Abandoned Dwelling Report
- 6.4.7. Retirement Living should follow this plus their own additional procedures.
- 6.4.8. Early detection of suspected abandoned tenancies is essential, this should be achieved by:
  - Regular patch inspections, tenancy audits, review visits, annual gas safety checks and other ad-hoc or proactive visits to a neighbourhood or property.
  - All colleagues keeping eyes and ears open reporting back when there is a suspicion of an abandoned tenancy
  - Good community links and local knowledge
  - Developing a relationship of trust with residents so they alert us to anything unusual
  - Before arrears court costs are incurred, checking out cases where there is no rent being paid and no response to attempts to contact. For cases beyond this









stage, a regular check to ensure the tenant has not 'jumped' in anticipation of being 'pushed'.

- 6.4.9. Common problems with abandoned properties include:
  - The tenant leaves the property for a long time and the property is empty or there are other people in occupation
  - The tenant seems to be living elsewhere and visits the property occasionally (perhaps to pick up post)
- 6.4.10. When a property has been abandoned, you cannot take possession of it until the tenancy has been terminated. This will only happen if:
  - A court order for possession is made
  - The tenant gives notice to quit (relinquishment form) or surrenders the tenancy; (see Let a Property Procedure and Termination of Tenancy User Guide)
  - We serve a notice to quit (NTQ)
- 6.4.11. If the tenant is no longer living at the property, then they lose their security of tenure as an assured or secure tenant. The tenancy can then be terminated by us serving a (28 day) notice to quit. However, if the tenant returns to the property before the notice to quit expires, their security of tenure will be restored.

# 6.4.12. What the Law Says

- 6.4.13. It is both a legal and contractual condition that tenants occupy the premises as their 'only or principal home'. Without this their tenancy will no longer be secure or assured and they lose their security of tenure. For a dwelling to be someone's home, there must be 'a substantial degree of regular personal occupation by the tenant of an essentially personal nature' (Herbert v Byrne 1964). The question is whether the tenant can be said to use the dwelling house as a home or a mere convenience. For it to be called a home, a property must be more than just an address from which the tenant collects mail, or occasionally sleeps, or stores belongings. Whether the property is used as a home is a question of fact and degree in each case.
- 6.4.14. Tenants may be away for long periods on holiday or in hospital, their employment may entail them being away from home, the tenant may be in prison, left the property because of matrimonial problems or domestic abuse. Here it is a question of fact as to whether an intention to return to the property can be established. Reasons that have been accepted by the courts, include being away on business, moving out of the premises because of the state of repair, spending time in hospital, looking after relatives, visiting relatives abroad even for lengthy periods.
- 6.4.15. It is not necessary that the property is the tenant's only home. It must just be the principal home. Courts are reluctant to give security of tenure to a tenant who spends a lot of time living in another property. A tenant may spend time away from home to take care of relatives during illness or while embarking on a relationship and yet the intention to return remains. Which of the two homes is the principal home is a question of fact. The tenant however must demonstrate an intention to return, which will involve visible signs in the property.
- 6.4.16. Ways in which tenant can demonstrate intention to return include:
  - Possessions in the property, furniture clothes etc
  - Someone may remain in the property to occupy the property on the tenant's behalf. It is a question of fact whether this is the case or that really the tenant has left and allowed the occupier to live in the dwelling. (see Subletting and Lodgers









in the Tenancy Permissions Procedure and Left in Occupation in the Tenancy Change Procedure).

6.4.17. The onus is really on the tenant to prove that they are still using the property as their only or principal home. The situation where the tenant is just away from the property does not occur often. If a situation like this is brought to our attention we will question the tenant, find out their intentions, and keep the case under review.

#### **Process**

- 6.4.18. The landlord wishing to take possession of a property must serve on the tenant a notice stating:
  - the landlord has reason to believe that the property is unoccupied and that the tenant does not intend to occupy it as their principal home
  - the tenant is required to inform the landlord in writing within 4 weeks of the notice being served that the tenant intends to occupy the property as their home
  - at the end of the notice period, if it appears to the landlord that the tenant does not intend to occupy the property, the tenancy will be terminated immediately, and the landlord will take possession of the property without further proceedings.
- 6.4.19. The landlord is entitled to enter the property at any time, by force, if necessary, in order to secure the property and any fittings, fixtures or furniture against vandalism, frost damage, gas servicing or water penetration where it is reasonable to believe that the property has been abandoned. Securing a property does not terminate the tenancy. If the locks have been changed, you must contact the tenant or (if you are unable to contact the tenant) leave a note for the tenant on the door of the property, to ask them to contact you so that you can arrange to give the tenant a new set of keys.

## **Establishing If a Property Has Been Abandoned**

6.4.20. When a property is abandoned or appears to be abandoned certain checks should be made to establish that the property is unoccupied and that the tenant does not intend to occupy the property as their home. These checks should include enquiries with family, neighbours, employers, social work, schools, Police etc.

# **Items Found in An Abandoned Property**

- 6.4.21. It is not usually for tenants to leave goods behind after their tenancy has ended or they have abandoned the property. As a landlord we have a legal obligation to take care of any items left and this procedure sets out how this should be done.
- 6.4.22. Any items left behind by a tenant after they vacate a property remain the property of the tenant and do not become our property.
- 6.4.23. In England, resident's possessions are protected by the Torts Act. The Act governs the sale and disposal of goods, particularly abandoned goods. The Act states that we must serve a Tort notice before we remove and dispose of any goods.
- 6.4.24. By serving a Tort notice we must give the resident time to remove the goods themselves. If they have not removed the goods within the allotted time, we have the right to sell or dispose of the goods.
- 6.4.25. If a forwarding address is known the Tort Notice should be sent to this address by registered post or recorded delivery. In addition, a copy should also be sent to an email address or next of kin address on file. The Tort Notice should also be attached to the front door of the property, if safe to do so.









- 6.4.26. The Tort Notice should list all the items found inside the property. It should also provide clear instructions and deadline for collecting the goods and details of what will happen if they fail to respond before the given date.
- 6.4.27. A Tort Notice expiry can be 7 days from the date on the notice but can be extended to 14 or 28 days if the tenant could not be expected to collect the belongings within 7 days. 7 days Tort Notices should only be used when it is known that the owner can collect within 7 days, or it is known that the items will not be collected. In most cases a 28-day notice should be used.



- 6.4.28. The Scottish Ministers, in exercise of the powers conferred by Section 18(4) and 109(2) of the Housing (Scotland) Act 2001 may by order make provision for the landlord, in taking possession of the house, to secure the safe custody and delivery to the tenant of any property which is found in a house.
- 6.4.29. If there are items of insufficient value left in the property i.e. only damaged furniture, rubbish, flooring, the landlord should dispose of these items.
- 6.4.30. Where the house contents are either filthy or infested however colleagues should make an inventory only of what can be seen. A note should then be made on the inventory that only a visual inspection was possible for this.
- 6.4.31. Colleagues should not touch any hazardous items such as drugs or dangerous weapons, which are found in an abandoned property. In such instances, the police should be contacted.
- 6.4.32. Storage of Items: The landlord should store any items of value for a period of 6 months from the date at which the landlord took possession of the house. After expiry of the six months the landlord may sell any belongings remaining in its custody. If the value of these items does not exceed the amount which the landlord would be entitled to deduct for costs incurred or rent arrears, then it is not obliged to store the property.
- 6.4.33. Collection of Items: The tenant (or their agent) may collect the items throughout the 6-month storage period, upon payment of any transport and storage costs. The former tenant (or their agent) should contact the Association in order that the full cost of transport and storage can be determined and make arrangements for collection. On collecting, they must sign a release form (APIRV6).
- 6.4.34. Disposal of Items: Unclaimed items that have been stored for 6 months may be sold to meet the Associations costs for transport and storage. Any remaining credit balance should be put towards rent arrears, including recoverable repair charges, with the balance credited to the former tenant account and refunded if the former tenant's whereabouts become known.

#### **Further Guidance**

6.4.35. Colleagues should refer to the separate Abandoned Property User Guides, for England and Scotland, for step-by-step instructions on how to proceed.









# 7. IT, Data Protection, and Information Management

- 7.1. This procedure conforms to our Data Protection Policy. We are dedicated to safeguarding the personal data under our care and to the continual development of a Privacy and Data Protection framework that is effective, fit for purpose and demonstrates an understanding of, and appreciation for Data Protection and the opportunities it brings. A detailed Data Protection Impact Assessment will be completed for this procedure before the end of March 2028.
- 7.2. End to end case management of the processes included in this procedure will be managed through our Customer Relationship Management (CRM) system. This will ensure that all information regarding tenancy enforcement activity, progress, communications, and decision-making is all held in one place. This will be compatible with our MyRiverside application, which supports digital engagement at the customer's convenience. Where customers prefer not to use MyRiverside to manage service requests, details of telephone conversations, emails and letters will be attached to the CRM case throughout the process. CRM will also provide performance management and compliance reporting and dashboards. Specific user guides associated with this procedure will include how cases will be raised and managed in CRM.
- 7.3. All details must be recorded on the appropriate IT systems and only available to those involved in the processing of tenancy enforcement cases and the decision-making process. Sensitive information should be deleted when no longer required as set out within GDPR.
- 7.4. Head of Housing is responsible for the processing and security of data within our CRM, and our Housing Management and Document Management systems.

# 8. Reporting and Monitoring

- 8.1. Individual key performance indicators (KPIs), service level agreements (SLAs) and the reports and dashboards identified within this section are subject to continuous improvement and may not yet be readily available. In line with Social Tenants Access to Information Requirements (STAIRS) we will continue to develop robust reporting to evidence our compliance with this procedure and inform future improvement plans.
- 8.2. KPIs and SLAs to be developed with customers during service improvement review before the end of March 2028.
- 8.3. Compliance with the measures set out below will be monitored through case completion within the CRM, Tableau or SAW-IT as specifically identified.

#### **Unacceptable Customer Behaviour**

- 8.4. Individual instances of restrictions will be recorded as warning markers, enabling visibility for colleagues and contractors, as well as triggering the formal review process and providing oversight and governance of compliance through the Safety-First Group.
- 8.5. Number of Active Unreasonable Behaviour Restrictions, by Geographic Region and Business Stream
- 8.6. Number of Overdue Reviews, by Geographic Region and Business Stream

#### **Warning Markers**

- 8.7. Warning Marker compliance data is presented to and governed by the Safety-First Group.
  - Number of Active Warning Markers, by type, Geographic Region and Business stream









- % Compliance by Type
- Overdue for Review details
- Incorrectly Added details
- 8.8. In addition, Warning Marker Champions have been recruited within each Region and Business stream to share best practice on applying warning markers and complying with the detailed process. The following measures are discussed at their bi-monthly meeting:
  - Overdue Reviews, by type, Geographic Region/Team and Duration
  - A restricted dashboard exists in Tableau for Champions and Regional heads of Service to view their active warning markers and to facilitate the review process Person Warning Markers: Views - Tableau Cloud.
  - Number of Active Warning Markers, by type, Geographic Region and Business stream
  - New Warning Markers Added in the Last Month
  - Time Until Next Review (including Overdue Reviews)
- 8.9. Compliance with the Warning Marker Procedure is identified as a mitigating action of the Social Housing Risk Register (R2 Major Incidents, M2-8).

# **Trespassers, Squatters and Unauthorised Occupants**

8.10. To be reported under Left in Occupation in the Tenancy Change Procedure.

#### **Abandoned Properties**

- 8.11. Abandoned Property Case type in Salesforce can be used to monitor:
  - Number of cases reported/investigated
  - Length of time to investigate
  - Case outcome

# 9. Breaches, Appeals and Complaints

- 9.1. As detailed in the Regulator of Social Housing's Transparency, Influence and Accountability Standard and by the Scottish Housing Regulator, customers are invited to hold us to account for the decisions we make, that impact upon them, under this Procedure.
- 9.2. If a customer wishes to appeal a decision made under this Policy, this should be received and heard under our Tenancy Policy and Right to Review Procedure.
- 9.3. If a customer wishes to complain about the service they have received under this Procedure, this should be handled through our Complaints Policy and Complaint Handling Procedure, which is governed by the Housing Ombudsman's Complaint Handling Code of Practice and the Scottish Public Service Ombudsman Service.
- 9.4. These associated Policies and Procedures are available on our website at:
  - <u>England</u>: <a href="https://www.riverside.org.uk/you-your-home/customer-feedback/">https://www.riverside.org.uk/you-your-home/customer-feedback/</a> or <a href="https://www.riverside.org.uk/about-us/our-policies/">https://www.riverside.org.uk/about-us/our-policies/</a>
  - <u>Scotland</u>: <u>Customer feedback | Complaints | Riverside Scotland</u> or https://www.riversidescotland.org.uk/about-us/our-policies
  - and are also available by contacting our Customer Service Centre.









# Document Control (Internal Use ONLY)

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Procedure Author	Tracy Andrew, Business Assurance Manager
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# Change Category (Internal Use ONLY)

Category of Change	Tick Box
Minor Changes (Non-Strategic)	
Major Changes (Re-Write)	X
Summary of Changes Made	

New procedure integrating Riverside and One Housing service delivery, combining multiple individual tenancy enforcement procedures (unacceptable customer behaviour, warning markers, trespassers, squatters and unauthorised occupants, abandoned properties and disposal of goods).

# **Quality Assurance and Approval (Internal Use ONLY)**

Consultation and Approval	Tick	Box	Date
Associated Documents Reviewed and used to inform the writing of this procedure	>	<	26/11/24
Consultees:			
Customer Service Extended Leadership Team	)	<	20/11/24
Care & Support Quality Improvement	)	<	22/11/24
London Scrutiny Panel	)	<	26/11/24
Care & Support Strategy & Change	)	<	29/11/24
Customer Service Leadership Team		<	12/02/25
Executive Directors	)	<	25/02/25
Customer Experience Committee	)	<	27/02/25
Riverside Voice Task & Finish Group	)	<	05/03/25
Scotland Service Improvement Group	X		28/03/25
EIA of overarching policy reviewed and used to inform the writing of this procedure	X		31/10/24
DPIA completed and submitted with procedure for approval (if	Υ	N/A	
necessary)		Χ	









Consultation and Approval	Tick Box		Date
Data fields in Group systems that enable this procedure have been properly defined in the Group Data Glossary and had Data Owners	Υ	N/A	
assigned		Х	





