L3

Neighbourhoods and Communities

Breach of Tenancy Policy

Regulation and Legislation	This policy links to the Regulator of Social Housing (RSH) Neighbourhood and Community Standard
Supporting documents	Anti-Social Behaviour Policy; Domestic Abuse Policy; Hate Incidents Policy; Safeguarding Policy; Tenancy Fraud Policy; Legal Services Procedure; Breach of Tenancy Procedure; Abandoned Properties Procedure; Deceased Customer and Succession Procedure; Name Change Procedure; Assignment Procedure; Possession, Eviction and TORT Procedure; Reviewing Tenancies Procedure; Priority Moves Procedure; Tenancy Audit Procedure; New Customer Visit Procedure
Scope	This policy provides clarity and a framework for managing breaches of tenancy/and or other legal agreements with us where action may be needed in our role as a Registered Provider.
Reference to "Orbit" means Orbit Group which consists of Orbit Group Limited, Orbit Housing Association Limited, Orbit Homes (2020) Limited, Orbit Treasury Limited and Orbit Capital Plc.	

1. Introduction

1.1 We believe that our customers and the wider community have the right to live and work in clean and safe environments and we recognise the importance of robustly tackling breaches.

1.2 Anti-Social Behaviour (ASB) - We recognise the serious impact of ASB and the role we have in tackling it as part of a multi-agency approach. In such cases we will apply our Anti-Social Behaviour Policy.

1.3 Domestic Abuse - We recognise the serious impact of domestic abuse and the role we have in tackling it as part of a multi-agency approach. In such cases we will apply our Domestic Abuse Policy.

1.4 Hate Incidents - We also recognise the serious impact of hate incidents and the role we have in tackling it as part of a multi-agency approach. In such cases we will apply our Hate Incident Policy.

1.5 Safeguarding - Where safeguarding concerns arise, we will apply the Safeguarding Policy.

1.6 Tenancy Fraud - We recognise the serious impact of tenancy fraud and the role we have in tackling it as part of a multi-agency approach. In such cases we will apply our Tenancy Fraud Policy.

1.7 This policy relates to situations where a customer suspected of breaching their agreement with us is known and where they are living in rented, shared ownership (including Aspire to Buy) and where appropriate, leasehold properties; however it should be noted that some of the options available to us may be limited. We will decide if action is possible or necessary on a case by case basis and will be open and transparent in order to manage expectations from the outset. In situations where we do not have the powers or tools to tackle the issue, we may if appropriate work in partnership with other organisations, or signpost as necessary.

2. Policy Statement

Definition

2.1 We define a breach of tenancy or other legal agreement as:

"Any breaking of a rule set out in the tenancy agreement or other legal agreement by a customer, or family member or visitor to the customer's property. A rule may include positive requirements or rules prohibiting certain behaviour or activities."

2.2 Breaches covered by this policy typically relate to:

- Criminal damage
- Fly-tipping (where the perpetrator is known)
- Misuse of communal areas (where the perpetrator is known)
- Parking (non-designated areas)
- Poor condition of property or garden
- Running a business
- Vehicle repairs
- Pet or animal nuisance
- No access (including for gas servicing, EICR testing and repairs)
- No permission (e.g. for property improvements, alternations, lodgers)

Reporting breaches

2.3 We aim to make reporting breaches easy and we accept reports from anyone. These reports are able to be made online via our website, by email, by telephone, in writing and in person.

2.4 We also raise awareness amongst our staff and contractors and encourage them to identify and quickly tackle or report breaches as appropriate.

Complainant and witness responsibilities

2.5 We expect our customers to adhere to the terms and conditions of their tenancy and/or other legal agreement with us.

2.6 We expect allegations to be made at the time of the incident occurring and we may refuse to accept an allegation if it has not been reported to us within 3 working days of the date of the incident. We expect allegations to be factual and detailed enough for us to take action if necessary and we may refuse to accept an allegation if we are not given sufficient information.

2.7 If an anonymous report is made, we will only accept it if there is sufficient information and evidence to take action if necessary or if the severity of the allegation warrants an investigation.

2.8 We will not disclose a complainant or witnesses details to an alleged perpetrator without their consent, however if this is not given, we may then refuse to take action if our ability to do so is limited by such a refusal.

2.9 Before making a report to us, we expect complainants and witnesses to:

- take responsibility for their own behaviour and every person (including friends, family, children and lodgers) living in or visiting their property. This includes in the property itself, in communal areas (such as stairs, lifts, landings, entrance halls, gardens and parking areas) and in the immediate neighbourhood;
- be considerate of others in their surroundings by being respectful and tolerant of lifestyle choices;
- where appropriate attempt to communicate with the person believed responsible in an attempt to resolve the issue;
- report issues to relevant statutory organisations; for example if the report is of a criminal nature, we expect that it will have been first reported to the Police;
- support action recommended and/or proposed by us.

2.10 If complainants and witnesses do not follow the expectations above, we reserve the right to refuse to deal with an allegation and may be limited in our ability to act.

Managing reports

2.11 We will treat reports on their own merits and we will use all available tools and powers as appropriate to resolve issues. In situations where action is necessary, we will quickly tackle issues and we have Response Teams who are appropriately trained.

2.12 Reports will be investigated by either a Triage Officer or Tenancy Services Officer depending on what type of investigation and action is required.

2.13 The suspected person will be held to account if they do not manage their home in-line with their legal agreement with us and will be required to rectify breaches usually within 7 days, or in extenuating circumstances within a mutually agreed timescale.

2.14 If a suspected person does not rectify the breach within an agreed timeframe, this will be quickly followed up with escalating action including no more than one formal warning and legal action as necessary.

2.15 All breaches and the customer's response will be taken into account and may impact on our decision to renew a Starter or Fixed Term tenancy.

2.16 We will investigate cases in line with our Investigations Policy as appropriate.

2.17 Action taken could be against a customer or non-customer for example a household member or visitor and could relate to an act committed at the property, or within the immediate neighbourhood.

2.18 Before closing a case, we will make contact with complainants and witnesses and clearly explain why we are doing so.

2.19 We may publicise action taken by us to provide reassurance to the wider community and to prevent and deter.

2.20 Legal action

2.21 Legal action will be taken in line with our Legal Action Procedure.

Partnership

2.22 In some cases as a landlord, we will not always be the organisation with the responsibility or powers to deal with the allegation(s) made. In these circumstances we adopt a partnership approach and work proactively with other professional organisations such as the Police or Local Authority and share information in line with our Privacy Policy. We may refer complainants or witnesses to other organisations as appropriate whilst always being clear about our responsibilities and capabilities.

2.23 Where we have an interest but another organisation is leading, we may decide not to act until the outcome of their investigation is known.

2.24 We will work with Local Authorities to assist them fulfilling their duty to prevent homelessness in line with our 'commitment to refer' obligations.

Support

2.25 When dealing with reports we will consider early on the support needs of complainants, witnesses, alleged perpetrators, staff and contractors. Where support needs are identified we will make individuals aware of the support available to them, or we may with permission, make a specific support referral ourselves but this will be at the discretion of the officer managing the case. We recognise that providing support may fall outside of our role as a landlord and it is in these circumstances, that we may signpost to external organisations

3. Roles and Responsibilities

3.1

Role	Responsibility
TSO **Triage Officer**	Compliance with this policy and associated procedures Case management
TSTM	Approval for action Case Audits
Head of Tenancy Services	Final approval of legal Approval for Action Approval of legal budget spend

4. Performance Controls and Business Risk

4.1 Compliance with this policy will be monitored by monthly reporting and case audits

4.2 Monitoring of live cases will be monthly by the relevant Tenancy Services team Manager and measured against Key Performance Indicators and the Customer Promise.

4.3 Performance will be formally reported by the Head of Tenancy Management every April to the Customer Services Senior Management team.

4.4 Orbit will carry out a fundamental review of this policy every three years subject to legal, regulatory changes or in accordance with the agreed Policy Review programme.

5. Essential information

5.1 All Orbit policies and procedures are developed in line with our approach to the following, data protection statement, equality diversity and inclusion approach, complaints and customer care policy and our regulatory and legal obligations to ensure we deliver services in a lawful manner and treat people equally and fairly. Orbit's privacy policy can be accessed on our website. www.orbitcustomerhub.org.uk/publications/policies/

EA	Equality Analysis was completed in May 2018 and is available to view.
DPIA	A DPIA has been completed against the supporting procedure and is available to view.
Consultation	**Internal:** Independent Living, Leasehold and Tenancy Services
	External: Two customer focus groups were consulted on implementation of the policy in 2018
Applies to	Tenancy Services

Document control

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Approved	Jul 2025	v2.3	

Uncontrolled if Printed

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Doc Level 3

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Directorate Customer Services

		Date
Approved by	Customer and Communities Board	May 2018
Last review		Aug 2022 Jul 2025
Next Review (or sooner if changed)		Mar 2026 Ext Sept 2026 Ext Mar 2027

Revision History

Version Number	Date	Comments / Reason for revision
v1.1	Dec 2019	Statement on Commitment to Refer added
v2.0	May 2021	Three-year review. Document renamed from Tenancy Management Policy for clarity. Minor changes: 2.6 – amended from 72 hours to 3 working days for clarity 2.8 – amended from 'person suspected of breaching their tenancy' to 'alleged perpetrator' 2.21 – amended for consistency with other policies
v2.2	Aug 2022	Minor amendments to reflect new structure: new legal and triage teams
v2.3	Jul 2025	2.2 amended