

1.0 Introduction

1.1 The majority of NLMHA tenants live happily alongside their neighbours and NLMHA actively encourages people to form local associations who can work together to bring about positive changes in their neighbourhoods. We are aware, however, that there are times when tenants behave in an anti social way or cause harassment. NLMHA is committed to dealing with this as we expect all tenants to be shown consideration and respect to their neighbours. The term estate management covers a wide range of matters from maintaining the physical aspects of its properties, how the Association responds to activities on estates, the opportunities offered to tenants to participate in the management and types of services provided on its estates, to maintaining the physical environment in which properties are located.

1.2 Anti-Social Behaviour

Anti-Social Behaviour can be noise or action that disturbs or upsets other people in the neighbourhood, for example abuse of and threats of violence, playing audio equipment or hi fi loudly, using noisy domestic appliances late at night, dumping rubbish or abandoning cars, slamming doors, arguments and shouting.

1.3 Policy

1.3.1 It is the Association's policy that all decisions on estate management should result in giving tenants quiet enjoyment of their home in decent, safe and secure conditions, where tenants are given opportunities to participate in decisions about the services they receive.

We aim to do this by:

- a. Having clear policies and procedures on tenants' rights and obligations.
- b. Providing information to tenants which is clear, concise and easy to understand.
- c. Enforcing conditions of tenancy when breaches are brought to NLMHA's attention.
- d. Working with other agencies who will assist the Association in providing quality services.

- e. Ensuring equipment is serviced and tested at predetermined intervals to ensure tenants' safety.
- f. Developing and publicising performance standards on housing management services.
- g. Monitoring services against performance standards during regular estate inspections.
- h. Being accessible to tenants so that matters of concern can be raised.
- i. Encouraging the formation of Tenant Association and consult them regularly about existing and future services.

1.4 Tenancy Matters

1.4.1 Conditions of Tenancy

1.4.1.1 The Contract Between The Tenant And The Association. The Tenancy Agreement which is issued at the start of each tenancy is a contract between the Tenant and the Association. It describes the obligations of the Association towards its tenants. Likewise, the behaviour that tenants are expected to display and their obligations are clearly explained.

1.4.1.2 Tenants have the right to expect the Association to carry out repairs to their property to the time scales publicised, provided the repair is the responsibility of the Association and the repair has not occurred as a result of wilful damage on the part of the tenant. It is the tenant's responsibility to use the property in a careful way and to report such repairs as soon as they become known.

1.4.1.3 Tenant Obligations

Tenants are expected to pay their rent and service charges as set out in their tenancy agreement. Tenants, their dependants and visitors are obliged not to cause a nuisance to other tenants, not to harass others, and if permission is granted, they must keep their pets under control at all times.

1.4.1.4 Should the behaviour of a tenant, their family, pets or visitors disturb the peaceful enjoyment of the homes of other tenants, the Association will act to prevent the behaviour from continuing. The majority of the Association's tenants will have children who will wish to play outside or significant periods, It is hoped that there will be a degree of tolerance among neighbours. However, if children create

a disturbance or nuisance, it is expected that tenants will resolve minor matters among themselves. The Association will only become involved in disputes in exceptional circumstances.

1.4.1.5 Tenant Guarantee and NLMHA's Obligations

The Association has Secure and Assured Tenancies, the rights of each type of tenancy is different. However, the Association is committed to following the terms which are set out in the Tenants' Guarantee which provides additional rights to Assured Tenants. If a tenant does not receive the services which the Association is contractually or statutorily obliged to provide, the tenant has the right to complain using the complaints procedure and in some instances they may be entitled to receive compensation.

1.5 Communal Services

1.5.1 Squatters, Unauthorised Occupiers and Abandoned Properties

1.5.2 The Association is keen to maximise the use of its properties to meet housing need and has devised policies and procedures to ensure this happens. As part of its strategy for achieving this, the Association will recover abandoned properties as soon as it is practical to do so. It will also deal quickly and firmly with the situation whenever it is found that a property is occupied by unauthorised occupants or squatters.

1.5.3 Servicing of Equipment

The Association takes its responsibility to ensure its tenants are safe within their homes and ensures the equipment it has provided for the comfort and convenience of its tenants are serviced and maintained to the standards set down by the appropriate statutory body e.g. Gas and Electricity Boards and legislation.

1.5.4 Fire Safety

The Association is very aware of the risk of fire and provides the highest standard of fire detection equipment.

1.5.5 Health and Safety

The Association's properties are designed with the health and safety of tenants in mind. Officers also inspect estates with these principles in mind and ask for the co-operation of tenants where there are breaches which could result in injury to others using the estate.

1.5.5.1 Infestation of vermin within the tenant's home is very distressing but it remains the tenant's responsibility. They would be asked to contact their Local Environmental Health Department. Infestations in areas used by all tenants is the responsibility of the Association and any action necessary will be taken to eradicate the infestation. Tenants are expected to assist the Association or its contractors when such problems arise.

1.6 Services to the Estate

1.6.1 The Association provides a range of services on estate in conjunction with its consortia partners in order to provide an attractive, safe and clean environment. The Association recognises that not everyone is able to afford to undertake a number of physical tasks. With that in mind the following services are provided, the costs of which will be recovered through rent or service charges. Depending on the design and size of the estate, these services may include:

- a Gardening and Ground Maintenance
- b Cleaning in Blocks
- c Window Cleaning
- d Care taking

1.6.2 These services are clearly set out in written specifications, the frequency services are performed are set out in the contract between the contractor and the Association. The Association is committed to offering value for money, and therefore monitors services. Additionally, services are tendered regularly to ensure quality and value in the market place are being maintained.

1.7 Satellite Television

1.7.1 It is recognised that there is a growing demand from tenants for additional services to their homes, this is evidenced by the growing number of requests to install satellite dishes. The Association will not unreasonably refuse consent to any request received provided tenants obtain permission from the planning authority in their area, have the equipment installed by professional contractors and agree to ensure the fabric of the property is fully restored when the equipment is removed.

1.8 Tenant/Resident Involvement

1.8.1 The Association is committed to involving tenants in the management of their homes and looks positively at suggestions for improving existing services or introducing new ones where it is possible.

1.8.2 NLMHA is committed to supporting Tenant/Resident Associations where a majority of the estate residents wish to participate in the running of services. Such associations are expected to follow the rule set out in NLMHA's model constitution, or that of a fellow consortia member provided its philosophy does not, in the opinion of NLMHA, conflict with its own.

1.8.3 Resident Participation

Residents have a right to be consulted about the services they receive and to receive information about them. NLMHA wants to provide opportunities for tenants to have their say so that their views can be used to improve standards. This may include postal and telephone surveys, face-to-face interviews, discussion groups, and local Tenant Association (TA) groups.

1.8.4 Feedback

NLMHA conducts postal and telephone surveys on our main service areas e.g repairs, designs and tenant satisfaction, lettings and complaints.

1.8.5 Information

We provide information to residents in a number of ways:

- a Annual report – A full report is produced annually and available for all tenants at NLMHA's office. It provides information about our services, what we have achieved during the year and what we hope to do in the coming year.
- b Six-monthly Residents Newsletter – NLMHA's newsletter covers a number of topics that are of interest to our residents, new initiatives, staffing, performance, and local issues. We welcome articles from other residents.
- c Sign up packs – NLMHA provides each tenant with a pack containing information leaflets on all Trust policies and procedures, they are also on display in our office.

Translations are available in eight languages.

- d Website – NLMHA's website provides information for residents about how to contact us, our policies, and our office opening hours

1.8.6 Consultation

- a Residents can get involved with the decision making process by:
 - b Attending local TA meetings
 - c Set up local resident's groups
 - d Complete questionnaire surveys sent
 - e Participating in face-to-face interviews
 - f Through tenant representatives

1.8.7 Local Groups

Local TA groups meet in Hackney and Waltham Forest and venues are as near as possible to peoples homes. Meetings are often chaired by residents and attended by NLMHA staff including senior officers. Minutes are sent to those who attend and these will be made available to other residents. Agenda items revolve around local issues affecting the people involved.

1.8.8 Tenant Representation on the Board of Management

The Association is governed by a Board made up of voluntary members who share responsibility for the work and take key decisions about the future improvements. Members are co-opted annually to the Board so that residents are involved in the main decision making process.

1.8.9 Training

We will either provide or arrange training relevant to the needs of residents who are involved or intend to become involved in local TAs

1.8.10 Finance

Each year we provide money to cover costs of hire of premises for local meetings, refreshments, reimbursement of fares to tenants,

creche facilities etc. We are also able to carry out minor environmental improvements at the request of local communities, including security, bin stores, communal landscaping and gardening.

1.8.11 Flexibility

NLMHA aims to provide a structure that meets residents needs for information and consultation. NLMHA will help new tenant TAs to start up in response to local demand. We will regularly review the way we consult and use tenants views to ensure that we continue to improve.

1.8.12 Equal Opportunities

We value the views of all residents and will work hard to overcome any barriers experienced by individuals or groups to access our participation structures. We operate in a very diverse community; we therefore want to ensure that we have structures in place which will encourage the involvement of people from all groups that reflect the communities served by NLMHA.

We will ensure appropriate means of communication and feedback such as translations, interpreting, large text, facilitating attendance at meetings and home visits to ensure full and active inclusion of all groups. We actively discourage discriminatory or offensive behaviour at meetings.

1.8.13 NLMHA welcomes the suggestions of its residents of other opportunities to become involved.

1.9 Appearance Of The Estate

1.9.1 NLMHA is concerned to ensure the appearance of its estates are maintained to the highest standards of cleanliness and safety. To ensure this, the Association enters into cleaning and gardening contracts. There are other activities which can from time to time lead to estates becoming untidy and made difficult to use by some of its residents. In order to deal with such difficulties, the Association has developed policies covering the following areas.

1.9.2 Vehicles on Estate

There is limited parking in most areas of London and the Associations' estates are no different. Tenants will not be allocated their own parking place, except in exceptional cases. Tenants are expected to exercise good judgement when parking, taking into consideration the needs of all who live on the estate, particularly

people with pushchairs or those with disabilities who use wheelchairs. Where a wheelchair home is located on an estate and there are parking spaces, the family who has been allocated a wheelchair home and who has a car will be given priority and be allocated a space.

1.9.2.1 Should residents on an estate experience difficulty parking because of use by non-residents, the Association will consider the use of a clamping service where the majority of residents on the estate agree that they wish such measures to be taken.

1.9.2.2 Abandoned vehicles are unsightly on an estate and can represent a fire or safety hazard. Every effort will be made to have those vehicles removed as soon as all necessary checks have been made to establish ownership.

1.9.3 Repairs on Estates

Estates are intended for the enjoyment of its residents and repairs to vehicles on the estate is expressly forbidden.

2.0 Introduction

2.1 This document sets out the Association's policies and procedures which staff should follow when dealing with cases of harassment.

2.2 Policy

2.2.1 It is NLMHA's policy to recognise all forms of harassment and will take action to deal with offences promptly, firmly and sensitively.

The Association also recognises the personal stress and problems that harassment can cause, and is committed to achieving an environment in which both tenants and employees feel safe, secure, equal and able to report any cases of harassment in the knowledge that the Association will act and support them.

We aim to do this by:

- a. Adopting a victim centred approach to the investigation of incidents of harassment.
- b. Providing immediate support and counselling if the harassed wishes to make a referral to Specialist Support Agencies.
- c. Investigating all reported incidents of harassment, as a matter of priority.
- d. Undertaking any repairs and/or the removal of graffiti in accordance with the emergency repair procedures. (i.e. normally within 24 hours).
- e. Reviewing security arrangements with the harassed and arrange for any required works to be done within three days. With the consent of the harassed, investigate to establish the perpetrator(s).
- f. Support the harassed in their own legal action against the perpetrator or, subject to the consent of the harassed, take appropriate legal action against the perpetrator, i.e.
- g. An injunction to prevent the harassment continuing
- h. A possession order

- i. An injunction and a possession order.
- j. Subject to the consent of the harassed, support the police and/or Local Authority in taking criminal proceedings against the perpetrator.

2.3 Background

In providing an effective housing management service the Association aims to ensure that all tenants have the right to “quiet enjoyment” of their home. Neighbour disputes and general nuisance often disturb a tenant’s right to quiet enjoyment in the same way that harassment does. It is however important to be able to distinguish between harassment and general nuisance/neighbour disputes.

Neighbour disputes, although of concern to the Association arise through one party’s inconsiderate behaviour and are often isolated incidents. Harassment implies a degree of deliberate intent to interfere with the peace, comfort or safety of another on the grounds of race, colour, culture, religion, sex, sexuality, disability or age.

2.4 Definition

2.4.1 Harassment is defined as any form of unwanted comments, looks, emotional or physical, racial, sexual or mental contact which is found objectionable, violent, offensive or makes a person feel threatened or uncomfortable.

2.4.2 Possible Indicators of Harassment

Harassment can usually be identified because:

Victim believes they are being harassed because of their race, colour, sex, sexuality, religion, culture, disability, age or other specific oppression.

- a. The perpetrators may not be immediate neighbours of the victim.
- b. The incident is unprovoked.
- c. The incident is premeditated.
- d. There have been a number of incidents over a period of time.

- e. There is evidence of harassment e.g. graffiti, abuse, intimidation.

2.4.3 Types of Harassment

Harassment can take a number of forms, each case will differ depending on the persons involved and the nature of the harassment. Every case must be dealt with on an individual basis, as what may apply in one case will not in another. There are however common features that apply and for this reason the Association has identified five principle types of harassment, which are outlined below:

- a. Racial harassment.
- b. Sexual harassment.
- c. Harassment of people with disabilities.
- d. Harassment of lesbians or gay men.
- e. Other forms of harassment.

2.4.3.1 Racial Harassment

Racial Harassment is a form of harassment where the action has a racial motive. In other words, the harassment concentrates on the race, colour or ethnic origin of an individual.

Racial harassment can take many forms, all of which can make an individual or community vulnerable and intimidated. Examples of activities which fall within the Associations definition of racial harassment include:

- a. Physical assault.
- b. Verbal abuse.
- c. Racist graffiti.
- d. Damage to property/possessions.
- e. Threatening or abusive racist behaviour/language.

This list is not intended to be exhaustive and there may be many other actions which may constitute racial harassment.

The Association is aware that it can not stop all forms of racial harassment but that it can take steps to minimise the harassment and support the harassed.

2.4.3.2 Sexual Harassment

Sexual harassment means unwanted and often persistent comments, looks, suggestions and emotional or physical contact - men can be sexually harassed but it is apparent that the vast majority of sexual harassment occurs to women by men. Sexual harassment is about power and involves one person imposing their will on another.

Sexual harassment is difficult to define by drawing up a list. Behaviour that one person finds acceptable may be annoying, hurtful or offensive to another. Some examples of sexual harassment include:

- a. Unnecessary touching or physical contact.
- b. Suggestive remarks or any other form of verbal abuse.
- c. Personal comments about any individual appearance, clothes size etc.
- d. Leering at a person's body.
- e. Compromising invitations.
- f. Displaying pin ups or other offensive literature.
- g. Demands for sexual favours.
- h. Physical assault.
- i. Sexist assumptions and attitudes.

The Association recognises that many women are afraid to report a case of sexual harassment because:

- a. They will not be believed.
- b. They will be accused of inviting the harassment.
- c. Publicity or gossip may follow.
- d. They will be ostracised by other tenants or colleagues.

- e. They will be seen as a trouble maker.
- f. They may face physical or verbal abuse.

By offering a victim centred approach which provides both a supportive and confidential environment for issues to be discussed and an action plan agreed upon, the Association hopes to encourage more women to report incidents of sexual harassment.

2.4.3.3 Harassment of People With a Disability

The term person with a disability describes many groups of people with disabilities. A person may have impaired mobility, be profoundly/partially deaf, or blind, have epilepsy or may be mentally disabled. All these and many more are included in the term people with a disability.

Disabled peoples harassment can take many forms as in all forms of harassment, some more subtle than others. There are many words used to describe people with disabilities which in themselves are offensive. Some people say they are scared of people with disabilities, others see people with disabilities as a threat. People with disabilities can face both verbal and physical harassment because of prejudice and sometimes ignorance.

As with all types of harassment, the victim should be asked what they would like to see happen. This is particularly true with people with disabilities as they frequently suffer from the experience of being “done to” and not asked their wishes.

To support a person with a disability through any harassment is to work with them and not for them. The individual will know what they can deal with and will be the expert.

2.4.3.4 Harassment of Lesbians or Gay Men

Lesbians or gay men belong to a minority group (approximately 10% of the population) against which there is a popular discrimination. Although they both face harassment, they are very different sections of the community and as such the harassment they encounter should be taken as very different.

Many heterosexuals have a socially induced dislike for both lesbians and gay men, even before they have been acquainted with someone who is a lesbian or gay man. Harassment can stem from ignorance and misinformation. There are many words used to

describe lesbians and gay men that can be both offensive and intimidating.

To take no action may increase the pressure on the individual.

2.4.3.5 Other Forms of Harassment

There are other groups that are not specifically mentioned, all of which can face harassment. Any individual can face some form of harassment and although they may not suffer the harassment on such a scale that the identified groups have, they will find the experience difficult and intimidating.

Harassment because of age, religion, appearance, trade union activity, through domestic violence or against people with HIV, ARC or AIDS is also recognised and condemned by the Association.

2.4.4 Procedures For Dealing with Harassment

The Association has adopted a victim centred approach to the investigation of incidents of harassment. Staff should accept the victims belief of harassment and assume all reported incidents of harassments to be true and so investigate. It should be recognised that the tenant may be in considerable stress and difficulty and it is important that staff deal sensitively and confidentially with the problem.

2.5 Initial Report And Monitoring

2.5.1 Whilst dealing with these issues it should be borne in mind that it will be an extremely distressing time for the victim and all NLMHA staff should realise it is a sensitive problem and should deal with it sympathetically in a confidential matter.

Every reported incident should be recorded separately on a standard report sheet and recorded in the register at the office.

Reported incidents should be investigated by the Officer promptly, i.e. visited within 24 hours if there has been violence. Cases of threatened violence should be investigated within 3 days.

2.5.2 Home Visit and Report

All information obtained at the visit should be recorded. The victim should be encouraged to keep a diary of all incidents and report them when they occur. If the victim desires, he/she should be given advice regarding local groups and statutory services who may be of

assistance.

The report should be completed promptly and discussed with the Housing Services Manager within 3 days (or 24 hours if there has been violence). At the meeting a plan of action will be agreed which will include decisions on the following: repairs needed, additional security, action against the perpetrators, and/or consideration of a victim's request for a transfer. Where evidence of harassment is established, if the tenant has not already contacted the police, with their consent the Officer should telephone the police giving details of the complaint and request action to be taken. The Officer should confirm this call in writing and request a report back within 20 days. During the period of the case the Officer should maintain regular contact with the police to check on progress.

There may also be incidents which are not reported as harassment, but may be. Staff should be aware of this and sensitive investigation may reveal this.

2.5.3 Repairs

Repairs to NLMHA properties following an attack should be commenced within 24 hours and will include broken glass. Where the perpetrator has been identified and they are also a tenant, NLMHA will seek to counter charge the cost of repairs and reserve the right to instigate court action for criminal damage without the victim's consent.

2.5.4 Graffiti

Graffiti should be removed within 5 days and this should also be extended to cover offensive graffiti at NLMHA offices.

2.5.5 Investigation and Action Against Perpetrators

NLMHA should take positive steps to identify perpetrators unless specifically requested not to by the victim. This could include visits to neighbours who may or may not be NLMHA tenants.

Where perpetrators have been identified beyond reasonable doubt and if they are NLMHA tenants, they should be visited by the Officer and Housing Services Manager and warned formally in writing that appropriate action will be taken if harassment continues. If the incidents warrant criminal prosecution, the case should be referred to the police, with the victim's consent.

If the harassment continues the case should be discussed with the Housing Manager and if necessary Notice of Intent to Seek

Possession should be served. NLMHA has a clause in its tenancy agreement prohibiting harassment.

NLMHA should always obtain the victim's consent before commencing legal action against the perpetrator. If the perpetrator is not a tenant then a standard letter should be sent, after consultation with the Association's solicitor.

The victims should be encouraged to consent to legal action and should be advised of the need to keep a diary and possibly give evidence in court. This will need to be done in a sensitive manner, bearing in mind the victim's fear of being placed in greater danger. The Officer will discuss with the victim any extra support or security measures they may feel necessary. It must be recognised that there will need to be reasonable evidence before a court will grant a possession order on a the grounds of harassment.

NLMHA recognise that in cases where harassment continues the only answer will be the eviction of the perpetrator. Where the perpetrators are not NLMHA tenants, the only sanctions NLMHA will have will be prosecution for criminal damage for repairs. It may even be more important in these instances to offer advice and support to victims.

2.5.6 Support for Victims of Harassment

In cases where the victims express concern about the vulnerability to further harassment the Officers should arrange for extra support. This may involve Social Services or local voluntary groups, therefore Officers should develop links with these agencies. Regular contacts should be maintained with the victim whilst harassment is continuing.

2.5.7 Transfer Requests

Very often a report of harassment will be accompanied by a request from the victim for a transfer. All requests for a transfer should be submitted to the Housing Services Manager. Where harassment is accepted, it is seen as genuine grounds for a transfer and in instances where a tenant has suffered violent harassment a transfer request should be treated as an emergency. In these instances the offer should be at least comparable with the present home.

2.5.8 Re-Letting of Property Following Transfer of Victim

Where NLMHA comes to re-let a unit after a transfer for harassment the unit should be offered using its usual criteria. However, if a prospective tenant is likely to suffer from harassment, the nature of the previous problems at the property should be made clear, and a refusal will not be counted as a formal offer. This decision should be made by the Housing Manager in consultation with the Officer, It is hoped that action will be taken to resolve the harassment as it may affect any NLMHA tenant moving to the property.

2.5.9 Removal Costs

In certain instances it may be appropriate for NLMHA to offer cash help to pay for removals, disconnection and reconnection fees. Housing staff should initially pursue the DSS for these costs if applicable. In cases of hardship a recommendation should be made for the Housing Manager to consider and obtain approval from the Chief Executive.

2.5.10 Maintaining of Harassment Cases

The Housing Manager will keep a copy in a ring binder and the Officer will keep the original on file. The Officer will update both the original and the copy when further action has been taken. The Housing Manager will monitor action on all cases (including dormant cases) on a quarterly basis. The Chief Executive will monitor on a quarterly basis.

Appendix 1



Harassment / Anti – social Incident Report

(to be completed by Housing Officer)

To: Housing Services Manager _____

Date of Incident: _____ Estate: _____

Tenant Affected: Name _____

Address _____

Type of Incident:
(Tick relevant box or boxes)

- | | |
|--------------------|--------------------------|
| Racist Graffiti | <input type="checkbox"/> |
| Written Abuse | <input type="checkbox"/> |
| Verbal Abuse | <input type="checkbox"/> |
| Abusive Behaviour | <input type="checkbox"/> |
| Damage to Property | <input type="checkbox"/> |
| Physical Assault | <input type="checkbox"/> |
| Other | <input type="checkbox"/> |

When and Where Did The Incident(s) take Place? _____

Who Else Was Involved? (Give ethnic origin if known) _____

Give Brief Description of the Incident(s) _____

Have Any Other Agencies Been Involved?

(Police, social services, councillor, CRE, Give full details including names and contact points)

Were There Any Witnesses?

(Give details of their willingness to give evidence if appropriate)

Has Either The Victim or The Alleged Perpetrator Been Involved In This Type of Incident Before? (If so give details)

Action Taken or Recommended:

(Including details of Trust staff involved)

Other Comments:

Report Compiled By: _____ Date: _____

Part B (to be completed by Housing Services Manager)

TO: Chief Executive

Report on visit to complainant:

(use continuation sheet if necessary)

Report on interview with witnesses and others:

(use continuation sheet if necessary)

Comments And Recommendations:

Report Compiled By: _____ Date: _____

- NOTES:
1. Housing Manager to call case conference as soon as possible.
 2. Further reporting to be by memorandum.

Appendix 2

Harassment/anti-social : Witness Report Form



Witness Report Form

Name of Witness _____

Address _____

Ethnic Origin _____

Date of Incident Witnessed _____

Details of Incident

(Ensure that the Report made here by the Witness details the Incident as they saw it. Include as much information as possible) _____

Would the witness be willing to go to court? _____

Date of Interview _____

Signed by Housing Officer _____

Action:

If the witness is an association tenant, a copy should be put on their file.

A copy should be kept on the victim's file

A copy should be sent to the senior member of staff responsible.

DRAFT	Anti-Social Behaviour, Neighbour Nuisance and Disputes
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3.0 What we do?

Where possible tenants should try to resolve the problem themselves. If they have problems with their neighbour or visitors to their neighbourhood's homes, its best to try to talk their differences through.

- a. To investigate all nuisance / Anti social behaviour reported to us fairly and sensitively.
- b. We keep a record of the information we are given and any action we take as a result.
- c. We will offer to mediate between the two parties involved in a nuisance dispute
- d. We will advice on action you can take, and on other agencies who may be able to offer more appropriate help.

3.1 What we won't do

NLMHA will not get involved in anonymous complaints, personal argurments or non – housing matters. We will also not be able to take possession of action through the court unless we have solid proof of nuisance.

3.2 Anti-Social Behaviour Act 2003

Anti-Social Behaviour Act 2003 will give significantly wider powers to RSL's and other social landlords to deal with anti-social behaviour committed both by their tenants and by third parties. This enhances NLMHA ability to tackle all forms of anti-social behaviour.

The Anit-Social Behaviour Act 2003 (main changes)

As with a lot of the legislation introduced by this government, although the Act itself is already in force, most of its provisions will be brought into force by regulations made by the Secretary of State. Regulations have already been passed in relation to widening the ambit of anti-social behaviour orders (ASBOs) but the main housing provisions are unlikely to come into force untill May 2004.

Dealing first with the provisions relating to ASBOs, these came into force in January 2004 and extended the organisations which can apply for ASBOs to include County Councils and Housing Action Trusts. Local Authorities are also now able to prosecute for breaches of ASBOs (in addition to CPS) and, from the RSL perspective, RSLs can now apply to join third parties in County Court proceedings where the acts of those third parties are material to the principal proceedings. In practice, this means that where as RSL takes nuisance proceedings against a tenant, it will be able to join other members of the tenant's household and seek ASBOs against them. This could be very helpful in cases where a tenant's children are principally responsible for the anti-social behaviour complained of. It is also interesting to note that when an ASBO is made against someone under 16, the court making the order must also make a parenting order at the same time if the relevant conditions are fulfilled.

Other important changes from the point of view of RSLs and which should come into force in May 2004 are as follows:

- a Anti-social behaviour injunctions: The existing procedure for use of injunctions with powers of arrest under section 153 of the Housing Act 1996 has been completely replaced. RSLs were previously restricted to obtaining injunctions with powers of arrest against a tenant of theirs, however under the new provisions they will be able to obtain such injunctions against any person engaging in anti-social behaviour. The 'threshold' for obtaining a power of arrest has therefore been lowered since under the old section 153, powers of arrest could only be attached to injunctions where violence was involved or threats of violence.
- b Demoted Tenancies: The Act allows social landlords to apply to the court for what is called a "demotion order". The procedure would involve service of a notice and an application to the County Court. The tenancy can be demoted by the Court if the tenant or a person living with the tenant or visiting has engaged in anti-social behaviour. If the existing tenancy is a secure or assured tenancy then the demoted tenancy will be an assured shorthold tenancy (or an introductory tenancy in the case of local authorities). This means that if the tenant subsequently breaches the terms and conditions of the demoted tenancy the RSL will be able to apply for a mandatory order for possession by serving a Notice Requiring Possession.

There are also new powers available to the police for dealing with issues indirectly connected to anti-social behaviour. Part 4 of the Act gives the police the power to disperse young people who have gathered in areas designated as “anti-social behaviour hot spots”. Street wardens and police can impose £40 fines on anyone aged over 16 found drunk and disorderly in public places. Local Authorities and police can now close premises which they deem to be both noisy and premises where drug taking and or dealing is taking place.

In summary, the new Act gives new powers to RSLs. Demotion orders and the wider powers to obtain injunctions with powers of arrest will undoubtedly prove to be important new tools in the arsenal available to RSLs for dealing with anti-social behaviour. Equally, as the use of ASBOs takes off, the ability to join third parties in possession proceedings in order to obtain ASBOs will be of considerable benefit.

Improving the operation of Anti-social Behaviour Orders (see Act 2003)

Enabling the police to disperse groups behaving in an anti-social way.

Extending the powers of environment health officers to shut down noisy establishments.

Ensuring that courts consider the impact of anti-social behaviour on the wider community in all housing possession cases.

Expanding the fixed Penalty Notices schemes to cover noise nuisance, truancy, graffiti, and apply them to 16-17 years olds

Allowing swift action from the police to close ‘crack houses’ causing serious nuisance to the community

Restricting the use of air weapons and replica guns and banning air cartridge weapons that are easily converted to fire live ammunition.

Tackling environmental crime – making it an offence to sell spray paints to under 16s and stronger powers for local authorities to tackle fly-tipping, graffiti and fly-posting.

Enabling social landlords. local authorities to offer a package of support and sanctions

By working together this act ensures that tenants enjoy the comfort of their homes with a pleasant living environment.

3.3 Handling Initial Complaints

We prefer complaints to be made in writing and signed, as this will help us if we need to take legal action but tenants can speak directly to their housing officer regarding any concerns that they have regarding anti-social behaviour. In some cases, when a complaint of a serious nature, tenants may need to contact us by telephone. If this involves criminal activity, they may also contact the police immediately.

We will acknowledge your letter and arrange to see you within 5 working days. If the nuisance or harassment is deemed particularly serious, we will arrange a visit or office interview within 24 hours.

3.4 Legal Action

The Association will not hesitate to take legal action against any tenant if they are in breach of their tenancy conditions with regards to anti-social behaviour.

Usually before any legal action is taken, a strong warning is issued to the person causing the nuisance. If this fails, the association will apply to county court for a possession order to evict the person, or for an injunction, ordering the person committing the nuisance to stop.

However, NLMHA will have to produce clear evidence to the courts before they rule in favour of these actions and consequently:

North London Muslim Housing Association is only able to attempt legal action when the case is deemed serious and where there is a sufficient proof.

Other witnesses including those bringing the complaint will probably be called to give evidence, unless there are exceptional reasons. At all stages of the process housing officer / manager will be happy to offer advice and assistance, whilst keeping tenants informed of what action is being taken.

3.4.1 Complaint to the Local Authority

Under the Environmental Protection Act 1990 the Local Authority has powers to take action to deal with nuisance particularly where it

is created by noise. The complaint should be made to the Environmental Health Department. Normally an Environmental Health Officer (EHO) will visit the tenant at the home and conduct a preliminary investigation. If the EHO is satisfied that the noise constitutes a *statutory nuisance, s/he will contact the person responsible for the noise and attempt to resolve the problem informally.

If this fails, the Local Authority may serve a Notice requiring the abatement of the nuisance. If the Notice is not complied with the offender may be convicted or fined.

In assessing if a noise is a statutory nuisance, the EHO has to decide what would be the likely reaction of an average reasonable person to the noise, taking into account, not only its loudness, but also such factors as when, how often and for how long the noise occurs.

3.4.2 Call the Police

The police may be called if it is possible that a criminal offence is being committed. The most likely offences in the case of neighbour disputes are breach of the peace, cruelty, assault or trespass. If the police believe there is sufficient evidence to prosecute then they will instigate proceedings.

However it may be useful to call the police not necessarily with a view to prosecution, but as a figure of authority in the hope that the offending party will refrain from causing a nuisance.

3.4.3 Take Civil Action

A civil action may be taken for noise nuisance if it can be shown that the noise has affected the health, comfort and convenience of neighbours. The action is to seek an injunction to prevent the neighbour from continuing the nuisance. This is an expensive option and tenants are advised to seek legal advice before taking civil action.

3.4.4 If after careful consideration of all the facts and circumstances, the Housing Manager believes the tenancy terms have been breached, and that it is necessary to take action against one party, then legal action can commence.

3.5 Applying For An Injunction

- 3.5.1 An injunction is a discretionary remedy granted by the County Court. There are a number of different types of injunctions and legal advice should be sought as to the most appropriate type having regard to the circumstances of the case.
- 3.5.2 In most instances it will be appropriate to issue a claim for damages for breach of covenant (i.e. not to cause a nuisance or not to have a pet without the Association's permission) and to seek an injunction in those proceedings restraining the tenant from committing the nuisance complained of.
- 3.5.3 To obtain an injunction it is necessary to show that there is an arguable case (quality of evidence is therefore very important) and that the balance of convenience favours granting the injunction rather than refusing it.
- 3.5.4 The object of an injunction is to preserve the status quo or to preserve what ought to be the status quo.
- 3.5.5 If the terms of an injunction are breached a fine or imprisonment can be imposed.

3.6 Applying For A Possession Order

- 3.6.1 Possession action should only be considered for serious situations, where the Association deems it appropriate to deprive the tenant of their home, unless the breach is remedied.
- 3.6.2 The first step in the process is to serve a Notice of Seeking Possession.
- 3.6.3 For a secure tenant the Notice of Seeking Possession could be served on Ground 1 (breach of tenancy obligation) and/or Ground 2 (guilty of conduct which is a nuisance or annoyance to neighbours). If Ground 2 is to be used, the word "guilty" implies a higher burden of proof and therefore strong evidence is required.
- 3.6.4 For an Assured tenant the Notice of Seeking Possession could be served on Ground 12 (similar to Ground 1 for secure tenants), and/or Ground 14 (similar to Ground 2 for secure tenants).
- 3.6.5 On expiry of the Notice of Seeking Possession, the Housing Officer should obtain the Housing Services Manager's approval before proceeding to court.

- 3.6.6 The court has discretion and must consider the overriding question of reasonableness in deciding whether or not to grant possession. The quality of evidence is important in demonstrating that every effort has been made to resolve the problem before taking legal action. For this reason, it is important that detailed notes of all interviews are taken. In addition, the complainant(s) should keep a comprehensive diary giving dates, times and frequency of the nuisance. (See Appendix 1)
- 3.6.7 There are no mandatory grounds which can be used for nuisance which will ensure that a possession order is granted.
- 3.6.8 Except in the most serious cases the most likely outcome is for the order to be suspended or adjourned on the condition that no further acts of nuisance or annoyance occur.
- 3.6.9 For serious situations whilst waiting for the NOSP to Expire or for the full hearing, it is possible to apply for permanent injunction under S22 of County Courts Act 1984. No claim for damages is necessary. Strength of evidence is important but in most instances an ex-parte injunction will be granted which means that the defendant will give an undertaking to comply with the order.

3.7 Requests For Transfers

Neighbour disputes are not grounds for a transfer. However, there are occasions when this does prove to be the only solution. This is a last resort and should never be considered when the dispute is first reported.

The decision to approve a Management transfer on the grounds of a neighbour dispute should be taken by the Housing Services Manager.

3.8 General Points To Note When Dealing With Neighbour Disputes

- 3.8.1 Sometimes it may emerge that one of the parties to a neighbour dispute has a psychological problem, s/he may be suffering symptoms of acute pressure or even symptoms of a medical disorder.
- 3.8.2 If these symptoms manifest themselves in physical violence or dangerous behaviour, the complainant should be advised to contact the police, Social Services and other relevant body.

- 3.8.3 Where family details are known it may be helpful for a member of staff to contact them and explain the problem.
- 3.8.4 Extreme Care should be taken with any of these courses of action. The Housing Officer should discuss the situation with the Housing Services Manager before proceeding. Remember it is possible that it is the complainant rather than the neighbour who is being unreasonable or is perhaps disturbed.

Appendix 1



Complaints Record

Name: _____

Address: _____

DATE	TIME	DETAILS OF WHAT HAPPENED	DETAILS OF ANY ACTION TAKEN BY YOU OR ANYONE ELSE

Signed: _____ Dated: _____

DATE	TIME	DETAILS OF WHAT HAPPENED	DETAILS OF ANY ACTION TAKEN BY YOU OR ANYONE ELSE

Signed: _____ Dated: _____

4.0 Policy Statement

When it is believed that a property has been abandoned the Association will

- a. Conduct a thorough investigation and make every effort to contact the tenant.
- b. Serve Legal Notices (appropriate to the type of tenancy) and take action to recover possession of the property if efforts to contact the tenant fail.
- c. Take possession of the premises when legally entitled to do so.
- d. Dispose of goods left in the premises immediately if no resale value, store goods of value, personal papers and items of sentimental value for six months and then dispose of them as the Association deems appropriate.
- e. On expiry of the storage period, sell or dispose of the goods depending on their value. Costs incurred in storage and in organising the sale will be offset against any profits.
- f. Any profits will be used by the Association as deemed appropriate, having due regard to any legal obligations and any possible claim by the former tenant.

4.1 Introduction

Frequently reports are received that a property has been abandoned. Before the Association can consider taking action to regain possession of the property, we must be satisfied that we have sufficient evidence that the tenant has terminated their tenancy.

Legally a tenancy can only be brought to an end by a Court Order or by a formal surrender by the tenant. If procedures are not followed rigidly, the tenant could claim that they have been unlawfully evicted. The Housing Services Manager must be involved in any decision regarding a suspected abandoned property.

4.2 Indications of an Abandoned Property

Suggestions that a property has been abandoned may arise as a consequence of:

- a. A report from a neighbour that the tenant has moved out.
- b. A home visit reveals that the property 'appears' to be empty.
- c. Waiting list applicants enquire about the property.
- d. Escalating rent arrears and no response from the tenant, particularly where legal action is pending.
- e. Forwarding address enquiries are made by other agencies (e.g. Gas Board).

The absence of the tenant does not in itself bring the tenancy to an end. For a tenancy to be surrendered there must be clear evidence that it is the tenant's intention to end their tenancy.

4.3 Evidence of Surrender

If it is suspected that a property has been abandoned a number of checks should be made. These checks are important so that the Association can demonstrate if required, that its action to regain possession of the property was reasonable, given the circumstances.

4.3.1 Property Checks

Visit the property and check for signs of occupation.

- a. Are there curtains at the windows?
- b. Peer through the letter box - is there a lot of post/junk mail?
- c. Is there evidence of milk deliveries?
- d. If possible, look through the windows - does the house look live in, how much furniture is there?
- e. Is there a lot of rubbish dumped outside the property?
- f. Is there evidence of recent domestic waste?

4.3.2 Local Checks

- a. Contact neighbours and try to establish when the tenants were last seen/heard. Do they think the tenant has moved on? Have removal vans been seen?
- b. Take notes of all discussion with neighbours and remember we can only act on facts not hearsay.
- c. Contact parents/relatives of the tenant to check if whereabouts are known. (Look at application form for details of previous address).

4.3.3 Agency Checks

- a. Check with Gas/Electricity Boards to see if the supply is still registered in the tenants name.
- b. Contact Housing Benefit Department/Department of Social Security to see if tenants are still claiming benefit from that address.
- c. If the tenant has a Social Worker/Probation Officer/Health Visitor, contact them to establish if they have seen their client recently and are aware of a change of address.
- d. Where there are children in the household, it may be possible to contact their school, to establish if there has been a change of address.

4.3.3.1 Once these checks have been completed the case should be discussed with the Housing Services Manager who will decide on the next course of action. If the property is insecure arrangements should be made to secure the premises. If this involves changing a lock then details must be posted on the door of how the tenant can contact the Association.

4.4 **Acceptance of Surrender**

For a surrender of tenancy to take effect there must be evidence that the Association accepts the surrender.

Even where it is clear from all the checks that have been completed that the tenant has abandoned the property, it is not possible for the Association simply to gain entry and take possession.

4.4.1 Procedures for Acceptance of Surrender

- a. A Notice to Quit must be served (see Appendix 3 together with a covering letter explaining why this action is being taken (see Appendix 1 for secure Tenancy letter and Appendix 2 for Assured Tenancy letter, and how the tenant can make contact with the Association).
- b. The Notice to Quit (sometimes referred to as an Abandonment notice) should be for no less than 28 days. Other Housing Authorities serve notice for 7 or 14 days and then take possession. This should not be done without discussion with the NLMHA Housing Services Manager even though rent loss is accruing. By giving the full notice period the Association can demonstrate the reasonableness of its actions. A letter should accompany the notice giving your reasons for believing they have abandoned their tenancy. The letter should ask the tenant to make contact within number of days agreed with the Manager.
- c. The Notice to Quit should be served by posting through the letter box in a clear plastic folder or some other distinguishing form so that it stands out from other ordinary mail.
- d. If possible the service procedures should be witnessed. A copy of the Notice, covering letter and details of service should be placed on file.
- e. If there has been no response in the time specified the property can be repossessed without attending court.

4.5 Abandoned Goods

4.5.1 Inventory

Where furniture and other possessions have been left in the property, a full inventory should be taken and signed by two members of staff.

4.5.2 Disposal of Goods

The decision about what to do with the goods will depend on the nature of the goods.

4.5.2.1 Goods of Little or No Value

Goods of little or no value (i.e. no resale value) e.g. cutlery, crockery, damaged furniture, perishable food stuff can be disposed of immediately. Disposal of these items should be noted on the inventory.

4.5.2.2 Personal Papers/Goods of Value

- a. Personal papers and goods of sentimental value should be kept for six months.
- b. Goods of value, for example, jewellery, furniture, electrical equipment; should be stored for six months (NB they may not belong to the tenant and the owner may contact us as soon as they realise the tenant has moved on).

4.5.3 Storage Arrangements

- a. Legal advice is that six months is deemed to be a 'reasonable' time to store goods. However, if the tenancy was of a short duration (less than a year), then three months storage is deemed acceptable.
- b. If goods are to be stored, this should if possible be in accommodation owned by the Association or a Contractor, so that storage costs are not incurred.
- c. If a forwarding address for the tenant is known a letter should be sent confirming that the goods are in storage and they will be sold, if they do not collect.

4.5.4 Sale of Goods

- a. After six months the goods can be sold, and the cost of sale and storage can be deducted. Profit from the sale of goods ought to be placed on deposit in the event that the tenant submits a claim. Any course of action that the tenant may have will be barred after six years (probably from the date of tenancy termination), after which the Association can treat the monies as our own.
- b. A Court Order should be sought before selling goods, if the goods are of great value or if we wish to offset profit against a rent debt, or the cost of clearing the premises. Arguably the Association should have an automatic right to deduct such costs from any profits but to do this, more specific

clauses are required in the Tenancy Agreement.

- c. In many cases, the stored goods will have little resale value, in which case they can be offered to other tenants in need. This should only be done where efforts to contact the tenant have failed.
- d. a record of how the goods have been disposed of should be placed on file in the event of enquiries at a later date.

4.5.5 Personal Gain

No member of staff should remove any goods nor should they receive favourable treatment when the goods are sold.

Appendices

APPENDIX 1

Address

Dear

RE: Address

On behalf of NLMHA Housing Association Limited, I am serving upon you a Notice to Quit and a Notice of Seeking Possession.

This action is being taken because we believe you have abandoned the property and have broken other terms of your tenancy.

These documents are served together and without prejudice to each other.

You should read the documents carefully and contact either myself or (Housing Officer) to discuss the situation as a matter of urgency.

Yours sincerely

Housing Services Manager

Att.

Appendix 2

Address

Dear

Re: Address

There is reason to believe that you have abandoned the above property. In accordance with the provisions of Section (1) of the Housing Act 1988 and clause 4(3) of your Tenancy Agreement, you have ceased to be an Assured tenant. I am, therefore, serving upon you a Notice to Quit the above named property.

It is most important that you contact either _____ (Housing Officer), or myself at the above office to discuss your tenancy.

Yours sincerely

Housing Services Manager

Att.

APPENDIX 3

Notice To Quit
(By Tenant Of Premises Let As A Dwelling)

To: _____

Of: _____

I _____ hereby give you NOTICE TO QUIT
that I shall deliver up possession of:-

on _____ or the day on which a complete period
of the tenancy expires next after the end of four weeks from the service of this
Notice.

Dated: _____

Signed: _____

Information For Tenant

(See Note 2 Below)

1. If the tenant or the licensee does not leave the dwelling the landlord or licensor must get an order for possession from the court before the tenant or licensee can be lawfully evicted. The landlord or licensor cannot apply for such an order before the notice to quit or notice to determine has run out.
2. A tenant' or licensee who does not know if he has any right to remain in possession after a notice to quit or a notice to determine runs out can obtain advice from a solicitor. Help with all or part of the cost of legal advice and assistance may be available under the Legal Aid Scheme. He should also be able to obtain information from a Citizens Advice Bureau, a Housing Aid Centre or a Rent Officer.

Notes:

1. Notice to quit premises let as a dwelling must be given at least four weeks before it takes effect, and it must be in writing (Protection from Eviction Act 1977, S. 5 as amended).
2. Where a notice to quit is given by a landlord to determine a tenancy of any premises let as a dwelling, the notice must contain this information (The Notices to Quit etc. [Prescribed information] Regulations 1988).
3. Some tenancies are excluded from this protection: See protection from Eviction Act 1977, SS. 3A and 5[1B].

5.0 The Association will thoroughly investigate any claims of occupancy made by a person(s) who is not the Association's tenant. If as a result of these enquiries it is established that the person(s) is a squatter/unauthorised occupant, the Association will act immediately to regain possession of the property.

In the process of regaining possession of the property the Association will:

- a. Visit the premises and try to establish the circumstances of the occupants.
- b. Depending, on the occupant(s) circumstances give a reasonable period of notice to vacate the premises (maximum 7 days).
- c. Endeavour to provide re-housing advice.
- d. Notify the Local Authority Housing Department if the occupant(s) will be homeless as a result of our action.
- e. Use all legal means at its disposal to regain possession of the property, if occupation continues beyond the specified date of vacation.
- f. Enforce any order from the County Court which allows the Association to regain possession of the property.

5.1 Introduction

The legal procedure for the removal of squatters is relatively straight forward, the difficulty arises in the first instance in determining whether the person occupying the premises is a squatter or not. Unlawful eviction and harassment are **CRIMINAL** offences, as defined by the Protection from Eviction Act 1977 (as amended by the Housing Act 1988). The injured party could also take civil proceedings against unlawful eviction. It is therefore essential that all staff follow the Association's procedures, and if in doubt should seek legal advice. The Housing Services Manager must be involved in any decision regarding action to be taken against squatters.

5.2 Who Is A Squatter?

A squatter is a person or persons who is occupying a place where they have no right to be. A squatter may have obtained entry to the premises illegally or may have been invited there by the tenant and have refused to move out when the tenant terminated their tenancy.

5.2.1 Examples of Squatters

Examples of Squatters include:

- a. A tenant against whom possession action has been taken and after being evicted by the bailiff has moved back into the property.
- b. A person who has moved into an empty property, e.g. a void property awaiting re-lets works.
- c. A lodger who has stayed on when the tenant granting him/her the right to occupy has given up their tenancy.

5.3 Squatter Or Not?

The test of whether the person is a squatter is dependent on whether the Association has the right of possession to the property. If there is a tenancy in existence then the Association cannot take action against the occupant, as they are technically the tenant's squatters not the Association's.

The case of Preston Borough Council v Fairclough determined that before squatter action can be taken the original tenancy of the property must have come to an end. The tenancy can either be brought to an end by the tenant terminating it, but the Association taking possession action through the County Court or in the case of an abandoned property, by service of a Notice to Quit. (See Section Four, Abandoned Property Procedures).

5.4 Unauthorised Occupancy

5.4.1 Examples of Unauthorised Occupants

Unauthorised occupancy frequently occurs with the knowledge and consent of the tenant. In these cases the occupants may claim they are "only staying there" for a short period of time, or they may claim they have a right to be there.

Some common examples are:

- a. The person is a member of the tenant's household.
- b. The person is a lodger.
- c. The person is a family member who claims to have a right to the tenancy by assignment/succession.
- d. The person claims a right to the tenancy through the "Right to Exchange".
- e. The person claims to be a flat-sitter or caretaker whilst the tenant is temporarily absent.

5.4.2 Assessment of Occupancy Claims

- a. Each case must be assessed on its merits, in particular rights of assignment, succession should be checked, neither procedure is automatic and the Association should be involved in the process even where there may be a statutory right.
- b. Where tenants have conducted a mutual exchange without permission, possession action can be taken against the original tenant for breach of tenancy conditions.
- c. Particular care should be taken where the person claims to be a flat-sitter, as the tenant does have the right to be absent from their home for periods of time.

5.4.3 Termination of Original Tenancy

- a. In all instances before any action can be taken the original tenancy must be resolved. If the tenant has disappeared action should be taken to bring the tenancy to an end as documented in abandoned properties procedure (see Section Four).
- b. Once the tenancy has been ended, the person in occupation may then become classified as a squatter and proceedings taken as documented in paragraph 5 below.

5.5 Procedures For Taking Action Against Squatters

- 5.5.1 Once it is established that squatters are occupying one of the Association's properties, action must be taken immediately. There

should be no delays which might lull the occupants into believing that we accept their presence.

- 5.5.2 The Housing Officer and Housing Manager should conduct a joint visit to explain to the squatters that they have no rights.
- 5.5.3 If possible, names of the squatters should be taken.
- 5.5.4 It should be explained that they must leave the property. We can ask them to vacate straight away but depending on their circumstances, this may be extended to a maximum period of seven days.
- 5.5.5 Re-housing advice should be given including referral to other agencies and the Local Authority Homeless Person's Unit.
- 5.5.6 Following the visit, a letter must be sent to the squatters requesting them to leave within the specified time (see sample letter, Appendix A) and advising that legal action will be taken if they fail to do so.
- 5.5.7 Where the squatters are going to be homeless as a result of the Association's action, the Local Housing Authority Department (Homelessness Department) should be notified.
- 5.5.8 If the squatters have not left by the specified date, the Association's solicitors should be contacted and asked to commence Order 24 proceedings in the County Court.
- 5.5.9 Housing Services Managers do not need formal approval to take possession action as squatters are not Tenants of the Association, however, the Chief Executive must be informed.

5.6 Legal Proceedings

- 5.6.1 Affidavits will need to be sworn by the Housing Services Managers/Housing Officer and these be submitted to the Court together with the application for possession of the property.
- 5.6.2 Court proceedings are usually straightforward. The judge is obliged to give possession forthwith where squatters obtained entry by illegal means. Where entry was obtained lawfully, possession is at the judges discretion usually they will give 14 or 28 days to vacate.
- 5.6.3 After the Court hearing, a letter explaining the terms of the Court Order should be sent (preferably hand delivered to the squatters).

5.6.4 If the squatters do not comply with the Court Order the Association's solicitors should be instructed to contact the Court Bailiff to issue a Warrant.

5.6.5 The Housing Services Manager and Housing Officer should attend with the Bailiff and if danger or trouble is anticipated a Police Officer should be requested to attend. Arrangement must be made with the Maintenance Department to have a carpenter and locksmith present.

5.6.6 On regaining possession of the premises, all reasonable steps must be taken to ensure that squatting does not take place again. Locks should be changed and where necessary windows boarded up or net curtains hung to give an appearance of occupancy.

NB: Due to delays in obtaining hearing dates this process can take up to two/three months. During this period no rent payments should be accepted as it may be construed that a tenancy has been granted. However, money for "Use and Occupation Only" may be accepted. A letter stating this and a payment book should be issued for such payment to be made.

5.7 Criminal Law Act 1977

5.7.1 Alternative action can be taken to remove squatters under certain circumstances. This action under the Criminal Law Act can be taken if a legal tenant or a tenant who has accepted the tenancy but not yet moved in, is displaced by squatters.

5.7.2 In these situations the Police can be called to enforce the Acts. Possession is likely to be obtained more quickly than under Order 24 proceedings but note that the squatters can be arrested and may receive a six month prison sentence.

Appendices

Appendix 1

AED/AHM

[] Date

The Occupants
Address of Property

Dear Occupants

Your occupation of *address is without the consent of the owner, North London Muslim Housing Association.

You are therefore required to vacate * [date]. Should you fail to do so, I will instruct our solicitors to start legal proceedings to gain a possession order.

You are strongly advised to contact the following agencies, who may be able to help you find accommodation:-

Local Authority-Housing Advice Centre
CAB
Other Agencies

} Provide local addresses
and telephone numbers

For and on behalf of North Muslim Housing Association.

Housing Services Manager

Att.