



Draft Housing Landlord Tenancy Policy

Housing Resident Services

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Contents

Introduction	4
Policy Aims and Objectives	5
Related Documents.....	6
Types of Tenancy	7
Flexible tenancies	7
Introductory tenancies	7
Secure tenancies	9
Demoted tenancies	9
Non-secure tenancies, licenses and Occupation Agreements	10
Temporary accommodation to allow major work to take place.....	11
Sole and Joint Tenancies.....	12
Sole tenancy	12
Joint tenancy.....	12
Requesting a sole tenancy to a joint tenancy	13
Requesting a joint tenancy to a sole tenancy	13
Ending a Tenancy	15
Where the tenant wishes to end the tenancy	15
Where the Council wishes to end the tenancy	16
Council termination of Introductory Tenancy.....	16
Council termination of a Secure Tenancy.....	17
Death of a tenant.....	17
Assignment.....	18
Succession.....	19
Use and Occupation	22
Mutual Exchanges.....	23
Monitoring and Reviewing Tenancies	24
Monitoring Introductory and Demoted Tenancies.....	24
Monitoring Secure Tenancies	24
Tenancy Sustainment	25
Aids and adaptations	26
Tackling Tenancy Fraud	27
How to feedback.....	28
Compliments	28
Complaints.....	28

Housing Ombudsman	28
Review	29

Introduction

The Localism Act 2011 requires the Council to produce and publish a tenancy policy which outlines the Council's approach to tenancy management. This policy has regards to the Council's Landlord Strategy and aims to deliver effective management of the Council's homes.

The tenancy policy must also consider the consumer standards as outlined by the Regulator for Social Housing which require social housing landlords to address the management of mutual exchanges and successions within their Tenancy Policy.

The purpose of this policy is to ensure current and future Council tenancies are managed consistently and that tenants have a clear understanding of their tenancy; their rights and the level of security their tenancy offers them.

Policy Aims and Objectives

This policy is intended to meet regulatory requirements and will set out in a clear and accessible way:

- The types of tenancy the council will grant and in which circumstances
- How a person's circumstances will be considered when deciding the type of tenancy to grant
- The length of time a tenancy will be granted for
- How tenancies with a fixed term will be managed towards the end including the offer of a new tenancy
- The appeals process on tenancy decisions
- The council's approach to requests to succeed to tenancies
- How the council will assist in sustaining tenancies.

The objective of the council's landlord strategy is to ensure council housing is used as effectively as possible to provide homes for New Forest residents who are unable to secure their own accommodation. This can be achieved if the council is able to assist more people to move from council accommodation to alternative accommodation e.g. into home ownership or private rented accommodation.

The aims of this policy are:

- To meet the requirements of the Regulator of Social Housing's Tenancy Standard
- To deliver the objectives and aims of the Housing Landlord Strategy 2025 – 2028
- To clearly outline the types of tenancies offered by the Council and what could lead to a change in tenancy type e.g. demotion
- To ensure tenants understand their rights and responsibilities
- To support the Council's Anti-Social Behaviour and Tenant Engagement Strategies

Related Documents

This policy should be read alongside:

- Housing Landlord Strategy 2025 – 2028
- Housing Anti-Social Behaviour Strategy and Policy
- Tenant Engagement Strategy
- Rent Setting and Service Charge Policy
- Housing Allocation Policy
- Homeless Strategy
- Mobility Scooter Policy
- Mutual Exchange Policy
- Disabled Facilities Grant Financial Assistance Policy

Types of Tenancy

Flexible tenancies

Section 154 of the Localism Act 2011 gives local authorities the power to offer new social tenants flexible fixed term tenancies for a certain term (i.e. fixed term tenancies). A fixed term tenancy is a secure tenancy normally for a period of 5 years but no less than 2 years and a maximum of 10 years in certain circumstances where this is permitted. These tenancies are either renewed for a further fixed term or ended after the tenancy period depending on the tenants' circumstances when reviewed.

Since the introduction of the Localism Act 2011 New Forest District Council (NFDC) has offered new tenants, an introductory tenancy followed by a 5-year flexible fixed term tenancy. The allocation of these tenancies ceased on XXX. However, all existing FFTTs will see out their expected term.

At the end of the fixed term, if the tenant has not breached the terms of it, they will be invited to use the break clause in their current flexible fixed term tenancy agreement and be reoffered a secure lifetime tenancy. Those who are in breach of their tenancy conditions will retain their flexible fixed term tenancy until the breach is remedied.

Introductory tenancies

Section 124 of the Housing Act 1996 made introductory tenancies available for local authorities. They can be used only where a secure tenancy would usually exist and once introduced must be used for all new tenants except where set out below.

The Council believes that introductory tenancies are an effective tool that can be used as part of a comprehensive strategy to deal with anti-social behaviour.

All new tenants will be granted an introductory tenancy for a period of 12 months. This 'trial' period allows tenants to demonstrate that they can sustain a tenancy and comply with the terms of the tenancy agreement. Tenants on an introductory tenancy do not have the same rights as tenants on secure or flexible fixed term tenancies. Introductory tenants cannot:

- make major improvements to the property
- swap properties with another council tenant; and
- apply to buy their property through the Right to Buy scheme.

Upon completion of the 'trial' period the Council will grant the tenant a secure tenancy which includes the rights as listed below under Secure tenancies unless:

- The tenant has broken the tenancy agreement, and the Council has started action to evict the tenant; or
- The Council has given notice of extension to extend the introductory period for a further 6 months

Introductory tenancies will not be used where:

- Someone is a secure tenant of a local authority immediately before the offer of accommodation (not necessarily the same local authority) or a secure or assured tenant of a housing association; or
- Where a secure tenancy is being assigned, including by the way of a mutual exchange.
- Victims of Domestic Abuse who held a previous secure or fully assured tenancy.
- Applicants of pensionable age in appropriately sized accommodation.
- Allocations to Emergency Accommodation via the Homelessness route

The use of introductory tenancies will help the Council to:

- Deter new tenants from behaving anti-socially or criminally
- Reduce Anti-social behaviour and nuisance behaviour among new tenants
- Encourage community stability and cohesion
- Reduce the impact of residents who behave anti-socially
- Enable early action for serious breaches of the tenancy agreement
- Encourage regular payment of rent
- Improve housing conditions

Secure tenancies

A secure tenancy is a lifetime tenancy meaning it cannot expire and can only be brought to an end if the tenant breaches their tenancy conditions or in circumstance specified in the Housing Act 1985.

The Council will grant a secure tenancy if (immediately before the tenancy began) the applicant was:

- A secure tenant
- An assured tenant (not an assured short hold tenant) of social housing where the landlord is a registered social landlord
- An introductory tenant who has successfully completed their trial period
- Existing secure tenant who needs to move or has recently moved from their social home to escape domestic abuse.

A secure tenancy gives the tenant security of tenure and the following statutory rights:

- Right to Buy their home (this does not include extra care)
- Right to repair
- Make improvements or alterations to their home (subject to permission)
- Exchange homes with another tenant via mutual exchange
- In some circumstances pass on their tenancy when they die

A person under the age of 18 years cannot hold a legal tenancy. In cases of minors seeking tenancies, the Council will require another member of the minor's family or another trusted person to hold the tenancy in trust for the minor's benefit until they reach 18 when the tenancy will pass to them.

Demoted tenancies

A demoted tenancy presents the Council with an alternative to suspended possession proceedings in the case of anti-social behaviour. The tenant of a demoted tenancy does not lose their home but has less security and fewer rights. It is broadly like an introductory tenancy.

The Council will serve a four-week notice of its intention to seek to demote a tenancy for 12 months where the tenant, or someone living with or visiting the tenant has:

- Engaged or threatened to engage in anti-social behaviour; or
- Used or threatened to use the property for an unlawful purpose

The Council will apply for a court order to provide authorisation of the demoted tenancy.

If the tenant has complied with the court order at the end of the 12-month period, their tenancy will revert to a secure tenancy. If the tenant has not complied with the order, the Council will:

- Serve a four-week notice with a decision to seek possession of the property; and
- Obtain a possession order to evict the demoted tenant.

A demoted tenant will have the opportunity to appeal the decision to seek to evict and the Council will review the decision if requested. If the outcome review upholds the decision to seek possession of the property, the Council can apply to the Court for a possession order and end the demoted tenancy. If the review finds the Council should not uphold the decision to seek possession, the tenancy will revert to a secure tenancy.

The Council will not demote a tenancy more than once. If a tenant whose tenancy has previously been demoted has reverted to a secure tenancy, then reoffends, the Council will take steps to end the tenancy.

Non-secure tenancies, licenses and Occupation Agreements

A non-secure tenancy, license or occupation agreement are usually given to occupants living in temporary accommodation. These occupants do not have the same security of tenure or rights as a secure tenant. These occupants cannot:

- make major improvements to the property
- swap properties with another council tenant
- apply to buy their property through the Right to Buy scheme

- assign the tenancy (except by a court order)
- sublet any part of the accommodation or take lodgers

In some cases, the Council will have to obtain a Possession order from the court to end this type of occupation.

Temporary accommodation to allow major work to take place

If a Council home requires major works, for example because of a serious fire, a move to temporary accommodation will be offered if the Council considers it unsafe for a household to remain at home during the work. The tenant(s) will be offered a licence agreement for the duration of the works.

When works are complete, the tenant(s) will be served Notice to end the Licence agreement, return to their Council home, and continue their secure or fixed term tenancy.

Sole and Joint Tenancies

The Council offers both sole and joint tenancies to new households moving into a Council home. This is subject to eligibility.

Sole tenancy

A sole tenancy is where one member of the household signs the tenancy and is solely responsible for ensuring the household fulfils the responsibilities set out within the tenancy agreement. Where there is a breach of tenancy, the sole tenant is accountable, even if a member of their household or guest is responsible.

Joint tenancy

A joint tenancy is where more than one person has responsibility for meeting the requirements of the tenancy agreement. Each tenant is entitled to stay in the home until the end of the tenancy and have equal right to the tenancy.

The Council will normally only offer joint tenancies to a maximum of two people. The tenancies listed above could be granted on a joint tenancy basis in the following circumstances:

- The proposed joint tenants are both eligible for housing as defined by legislation; and
- Where the proposed joint tenants are married or civil partners or
- Where the proposed joint tenants live together, and the relationship is an 'established' one i.e. evidence is produced showing they have lived together for at least 12 months prior to the joint tenancy application.
- The Council will not grant a cross-generation joint tenancy (e.g. to a parent and adult child) unless there are exceptional circumstances, for example to protect the occupation rights of a vulnerable person.

Requesting a sole tenancy to a joint tenancy

Requests from existing sole tenants that a joint tenancy be granted to them and another person, are considered on a case-by-case basis at the Council's discretion. These requests are granted very rarely to minimise risk of tenancy fraud.

Any application for a sole tenancy to be converted to a joint tenancy will be refused under the following circumstances:

- The household cannot provide proof of marriage or civil partnership, or a joint residency for at least 12 months prior to the application
- There is outstanding action against the household for breach of tenancy
- There are outstanding rent arrears
- There is a history of tenancy breaches, and a valid Possession order or Notice of Seeking Possession is in place
- The tenancy has been demoted
- The applicant is already named on another tenancy
- The tenancy has already been assigned to the sole tenant
- The tenancy has been succeeded to by the sole tenant

Requesting a joint tenancy to a sole tenancy

In some situations, a household may wish to convert their joint tenancy to a sole tenancy.

Where one or more existing joint tenants' requests to end the joint tenancy, for example due to a relationship breakdown, the Council will not automatically grant a tenancy to the remaining occupant of the property. The Council will consider fully the needs of the household, their behaviour and conduct. The Council will not usually grant a new sole tenancy if:

- The tenant who is requesting the sole tenancy would not be eligible for housing under the Council's Allocation scheme

- The remaining tenant would not ordinarily be allocated the category of property e.g. age restricted accommodation, or any other lettings plan restriction
- There are rent arrears
- There are breaches of the tenancy agreement
- The remaining tenant would under occupy the property.

This list is not exhaustive, and the council will consider all the relevant circumstances. Where an agreement cannot be reached between the joint tenants, those who are married or in a civil partnership will need to seek independent legal advice.

It is worth noting that a notice to end a tenancy submitted by one or more joint tenants ends the tenancy for all tenants.

Ending a Tenancy

Where the tenant wishes to end the tenancy

Tenants may decide to end their tenancy at any time. To terminate a tenancy the tenant must give the Council at least 4 full weeks' notice in writing ending on a Sunday. A termination notice can be submitted to the Council, using the Tenancy Termination Notice form:

- By email to housing.supporthub@nfdc.gov.uk
- In writing to Tenancy Management, New Forest District Council, Appletree Court, Beaulieu Road, Lyndhurst, SO43 7PA

The tenant or the person with Power of Attorney (proof of this status is required) must sign and return our Tenancy Termination Notice.

Once the Council receives the Tenancy Termination Notice, this starts the four-week notice period for the tenancy ending. All tenancies will end on a Sunday.

Up until the tenancy end date, tenants will be responsible for paying rent. If a tenant requires to vacate the property earlier than the four-week notice period, they must advise the Council that they intend to do this. The tenant will not be allowed to enter the property after this date.

When leaving all tenants must give 'vacant possession', which means that the tenant must:

- Leave the property in a clean condition and in a good state of repair and decoration
- Clear all belongings, furniture, items in the loft, gardens and outbuildings and all rubbish; and
- Leave with no people or pets still living in the property.

If a tenant does not leave the property clean and clear, they will be recharged for the cost of cleaning and clearing the property.

Where the Council wishes to end the tenancy

The Council will seek to support tenants and help them maintain their tenancies but may take action to end tenancies in circumstances where:

- The tenant has breached their tenancy conditions, including rent arrears
- The tenancy is for a property which the Council needs possession of so that a redevelopment or regeneration scheme can proceed; or
- The tenancy has been obtained fraudulently

If the Council ends a tenancy because of a tenancy breach the tenant will be referred to the Housing Options team for support.

Council termination of Introductory Tenancy

Where the tenancy is an introductory tenancy, regular reviews of the tenancy will take place in the 12-month introductory period.

If a tenant fails to pass the 12-month introductory tenancy and or subsequent 6-month extension period, the Council may seek possession through the service of notice under section 127 Housing Act 1996 at any time prior to at least 8 weeks before the expiry of the 12 month period.

The reasons for extending may include:

- Rent arrears or irregular payments
- Breaches of tenancy conditions
- Indications that the tenant is having difficulty managing the tenancy, even with support.
- An introductory tenancy can only be extended once.
- The reasons for ending the tenancy may include:
 - High level of rent arrears
 - Anti-social behaviour
 - Significant breaches of tenancy conditions

In these circumstances tenants will be offered the right to review.

Council termination of a Secure Tenancy

The Council may terminate a secure tenancy by seeking possession under the grounds set out in Schedule 2 of the Housing Act 1985. The Council will seek a possession order from the Court if a tenant or household does not leave the property when the notice expires.

This includes mandatory grounds for possession for anti-social behaviour in section 84A of the Housing Act 1985.

Death of a tenant

In the unfortunate event of a death of a tenant, the tenancy can be transferred to an eligible family member. This is known as succession. If there is no eligible family member to succeed the tenancy the Council will accept notice from the estate to formally end the tenancy or the Council will serve notice on the estate to formally end the tenancy.

Assignment

In some cases, the Court will order the assignment of a tenancy between joint tenants. In these cases, copies of the relevant Court order will be requested.

Secure tenants may also have the right to assign their tenancy with the agreement of their landlord where:

- A succession of the tenancy has not previously taken place
- An assignment of the tenancy (other than as a consequence of mutual exchange or by Court order) has not previously taken place and
- The proposed assignee would be eligible for housing under the Council's Housing Allocations policy and is eligible to succeed to the tenancy on the death of the tenant.

Tenant assignments use up the right of succession and a tenancy can only be succeeded once, someone who was granted their tenancy as a succession cannot carry out an assignment as per section 113 Part 4 of the Housing Act 1985.

Succession

When a secure tenant dies, another family member may be entitled to inherit their tenancy. This is known in legal terms as a Succession. There can only ever be one succession to a Council tenancy.

Under Section 86A of the Housing Act 1985, a tenancy that started before 1 April 2012 can be succeeded by the following family members:

- Husband/wife
- Civil partner
- Unmarried heterosexual partner
- Same-sex partner
- Grandfather/grandmother
- Father/mother
- Brother/sister
- Uncle/aunt
- Nephew/niece
- Son/daughter
- Stepson/stepdaughter
- Adopted child
- Grandson/granddaughter

Where the successor is under 18 years of age a trustee will need to be agreed to hold the tenancy in trust for them until their 18th birthday

For secure Council tenancies created after 1 April 2012, there is no right for a family member to succeed, unless the tenancy agreement allows it. As standard NFDC tenancies do not have this clause. In normal circumstances, the following members can only succeed to a tenancy after 1 April 2012:

- Husband/wife
- Civil partner (registered under the Civil Partnership Act 2004)
- Co-habiting partner

To succeed a tenancy, the Council will check:

- The date the tenancy started
- If the individual is one of the persons listed above
- Whether the deceased was using the home as their main or principal home up until the date of death for at least 12 consecutive months
- The successor was also living at the home during this period whilst married, in a civil partnership or co-habiting

The Council will not agree to a succession in the following situations:

- If the applicant is unable to prove that they are a family member or that they live/had lived at the address
- If a tenancy has already been succeeded as it cannot be succeeded again. This also applies if there has been an assignment of the tenancy.

Eligible successors to a Council tenancy will have the same type of tenancy as the person who dies and will inherit the original tenancy start date and balance on the rent account. For example, if they had an introductory or a demoted tenancy, it would remain introductory or demoted until the full 'trial' or demoted period passes.

In cases where the successor is a close family member (described above) and the property they are occupying is considered too large or unsuitable the Council will offer a tenancy of a suitable alternative property to the successor as per Ground 15A of the Housing Act 1985. Notice of seeking possession must be served no sooner than 6 months on notification of death and before 12 months of notification of death.

The Localism Act 2011 changed the legal entitlement to succeed to a tenancy created after 1 April 2012 (limiting the legal right of succession to a spouse, civil partner or co-habiting partner only thereby excluding close relatives living with the tenant at the time of their death) and the Council recognises the possibility that this change could result in more households becoming homeless and seeking assistance with rehousing. The Council therefore reserves the right to use its discretion and put in place measures to mitigate this. Our discretion may include, for example, granting an introductory to fixed term or secure tenancy where the property is of an appropriate size, or treating the household as potentially homeless and allowing them to use and occupy the property pending the household moving to suitable alternative accommodation. The Council will consider each case on its own merits.

Use and Occupation

In some cases, a person or household will be allowed to stay in a property following the end of a tenancy (and where there is no right of succession) or where a joint tenancy has been ended by one of the joint tenants, but the other former joint tenant has been left in occupation. They will be subject to a 'Use & Occupation' charge during this period. A tenancy will not be granted, and the occupiers have no rights of tenancy.

This allows the Tenancy Sustainment and Housing Options teams to consider the housing need of that person/ household in accordance with the Council's Housing Allocation Scheme and our duties. We will then, depending on the outcome of our considerations, subsequently support them with alternative accommodation in an appropriate property (as long as the normal conditions of behaviour are maintained) or request that they work with our Homelessness Officers to source their own accommodation and vacate the property. Failure to vacate will result in an application to the Courts for vacant possession.

Mutual Exchanges

Mutual exchange is the process through which secure and assured tenants can assign their tenancy to another secure or assured tenant. Flexible tenants may also apply to exchange homes in this way and there are special provisions in places when flexible tenants wish to exchange homes with a secure tenant with a tenancy that came into effect prior to 1 April 2012.

For further information on Mutual exchanges please refer to our Housing Landlord Mutual Exchange Policy – [add link](#)

Monitoring and Reviewing Tenancies

Monitoring Introductory and Demoted Tenancies

The council will grant all new eligible tenants a one-year introductory tenancy. The tenant will be monitored throughout the 12-month introductory or demoted tenancy. Tenancy sustainment officers and Tenancy Account Officers will contact and visit introductory or demoted tenants throughout this 12-month period, specifically at 3 and 9 months. At 9 months a formal introductory/ demoted tenancy review will take place and assess whether the tenancy should be allowed to continue, extended, or terminated, as per reasons set out in terminating an Introductory tenancy section.

During visits to the home, officers will assess how the home is being treated and check for any breaches of tenancy on file including rent arrears. Cases of malicious damage will be treated as a serious tenancy breach and the tenant(s) will be charged for any repairs or maintenance carried out to fix the damage.

If the Council choose to extend or end the Introductory tenancy, the tenants will be informed in writing of the outcome of the review. If the tenant disagrees with the outcome, they have the right to appeal, and this process is explained within the relevant Notices. Under section 128 of the Housing Act 1996N to end an IT tenancy and a section 125a Housing Act 1996 to extend an IT tenancy.

Monitoring Secure Tenancies

To monitor secure tenancies, the Council will undertake a programme of stock condition surveys. The purpose of the stock condition survey is to check the condition of the home and to ensure the Councils records are accurate. During these surveys, officers will:

- Check the condition of the tenant's home
- Identify households who may require tenancy support. Ensure the home has not been damaged, or altered without permission
- Update tenancy records
- Note tenant(s) vulnerabilities and update records to ensure reasonable adjustments can be made to the delivery of services

All Council homes will be surveyed at least once over a 5 year-period but will be visited by other Council employees more regularly. Any tenancy issues or concerns identified in the survey will be reported to a tenancy sustainment officer who may carry out additional visits.

Additionally, the Council will monitor contact reports from other residents flagging concerns about a tenant(s) which may prompt a visit from a tenancy sustainment officer or neighbourhood officer.

The Council may carry out an unannounced tenancy visit, in response to:

- Alleged damage to the property or significant disrepair
- Safeguarding concerns for the tenant or a member of the household; or
- Suspected tenancy fraud.

Tenants can update information about themselves and members of their household by contacting the Housing Hub. This includes listing who lives in the home or whether a member of the household has a disability.

Tenancy Sustainment

The Council will help tenants to sustain their tenancies by making:

- At point of nomination, an Affordability Assessment of the proposed tenants to ensure the property is affordable and sustainable.
- A new tenancy visit, or phone call conducted within 6 weeks of the tenancy start date to ensure that all new tenants are receiving the support they need.
- Further structured home visits where necessary during the first 12 months of the tenancy at 3 and 9 months to assess the conduct of the tenancy and if there are any additional support needs that are not currently being met.
- Regular tenancy visits/check ins to update our tenant profile information and ensure properties are being maintained.

The Council will also:

- Update and regularly review web services to ensure that there is clear, concise and easily accessible information for Council tenants on the key points of this policy.
- Provide information and services that go beyond the normal role of the landlord e.g. signposting for debt and welfare benefits advice, financial information, affordable warmth information and assistance to gain and maintain employment and training opportunities.
- Provide training that equips staff with the knowledge of support services available from other agencies and how to access them.

Aids and adaptations

Adaptations for our tenants are administered through the same process as a Mandatory Disabled Facilities Grant (DFG). The DFG must be for a tenant or a member of the household who is registered or could be registered as a disabled person.

DFGs are available for:

- Making it easier to get in to and out of your home;
- Making it easier to get to your bedroom, bathroom, living room and kitchen;
- Making it easier to use the toilet, bath and shower;
- Making it easier to prepare and cook food;
- Improving or installing a suitable heating system to meet the needs of the disabled person,
- Helping you control lighting, power and heating;
- Making it easier to get around your home to help you care for another person;
- Making your home safe for you and other people who live in it; and
- Making it easier to get in and out of your garden

To apply for a DFG email privatesectorhousing@nfdc.gov.uk or call 02380 285151 for further details.

Tackling Tenancy Fraud

It is important that people occupying NFDC homes should be living in them as their main home and have not secured a property fraudulently. The council is committed to preventing, identifying and tackling housing fraud. This includes allegations of non-occupancy, fraudulent requests for succession where the council will investigate, or when allocating properties where the council will undertake thorough verification of applications.

The council will fully investigate reports of alleged fraud in conjunction with the council's Fraud Officer and work with other teams within the council. Where appropriate, the council will prosecute tenants who have committed fraud.

The council is part of the National Fraud Initiative which compares information and there is close liaison between services, including Revenues, Benefits and Estate Management. Where tenancy fraud is identified the council may publicise the outcome to deter further tenancy fraud.

How to feedback

You can get this policy in large print, Braille, audio or in another language by contacting our tenancy management team.

Email: tenancy.management@nfdc.gov.uk

Telephone: 02380 285222.

Compliments

To help us provide the best service we can. We would like to hear tenants' views on the services that they use. If the customer wishes to highlight positive contributions from a member of staff or service, please let us know.

Email: tenancy.management@nfdc.gov.uk

Telephone: 02380 285222

Complaints

If a tenant is unhappy with the service, they can refer to our Corporate Complaint procedure - [Corporate Complaints Procedure](#)

Email: complaints@nfdc.gov.uk

Telephone: 02380 285000

Housing Ombudsman

If a tenant is unhappy, they can escalate to the Housing Ombudsman Service.

Online complaint form: [Online complaint form | Housing Ombudsman Service](#)

Telephone: 0300 111 3000

Review

This policy will be reviewed every 3 years, or amendments will be implemented sooner if required due to legislation changes or feedback from tenants

The Strategic Director for Housing and Communities has authority to make minor amendments in consultation with the Portfolio holder for Housing. This policy will be available on the council's website at www.newforest.gov.uk