

Antisocial behaviour guide for landlords

Introduction

Anti-social behaviour, is a broad term used to describe the day to day incidents of crime, nuisance and disorder that make many people's lives a misery. If it is not resolved effectively, it can create an environment where more serious crime can occur which has a lasting impact on the local area and community.

Croydon Council, partner agencies and local communities play a key role in ensuring that anti-social behaviour is addressed at the earliest opportunity. By working together the problems can be tackled and a difference made through prevention, enforcement and rehabilitation.

What is Anti-social behaviour?

The law defines anti-social behaviour as: 'Anti-social behaviour is any behaviour which causes or is likely to cause harassment, alarm or distress to one or more persons not of the same household'

Some examples of behaviour which could be considered anti-social are:

- playing loud music in the property, garden, communal or public areas;
- shouting, screaming and swearing in the property, garden, communal or public areas;
- loud or public sexual acts in the property, garden, communal or public areas;
- riding or driving motorbikes, quad bikes, motorised scooters and racing cars in public open spaces and walkways;
- letting off fireworks;
- abandoned cars and other vehicles;
- parking illegally or inappropriately;
- parking motorised scooters or vehicles within communal entrances, balconies, corridors or walkways to blocks of dwellings;
- repeated sounding of burglar and/or car alarms;
- allowing the build-up of refuse in the property and/or garden;
- threatening or abusive behaviour towards neighbours;
- interfering or obstructing the police, council and partner agencies from carrying out their lawful duties in the local area;
- smoking within internal communal areas of blocks of dwellings where smoking is prohibited;
- taking/selling illegal substances or drugs;
- allowing children or young people to behave in a way that may cause fear or nuisance, such as playing loud and aggressive ball games;
- nuisance caused as a result of running a business from residential property;
- using racist or homophobic language (verbally or in writing);

- damage or threats to other people's property;
- committing housing benefit or other financial fraud relating to the property.

Your responsibility as a landlord

As a landlord, you play a vital role in tackling anti-social behaviour. It's your responsibility to respond to complaints about the behaviour of your tenants. Depending on the type of anti-social behaviour, this may involve either issuing a warning directly to your tenants or working with the council in order to assist officers to take action against them.

Most serious cases can lead to an application for a Premises Closure Order, by the Police or the council. If granted the Order could result in the property being closed and unable to be used for up to 6 months. In these cases, the council will seek to recover all costs incurred from the landlord.

How can I prevent anti-social behaviour taking place?

If you are letting a property in Croydon then you must include a clause in the tenancy agreement which makes clear that the tenancy can be ended early where anti-social behaviour is established. We can provide you with an example clause upon request.

In Croydon, before the start of new tenancies, you will be required to meet with tenants to make sure that they understand their responsibilities and obligations. This meeting will also provide you with an opportunity to provide your tenant with all the information they need about the property.

At this meeting, you must make especially clear to your tenants, the importance of:

- not allowing anti-social;
- not causing nuisance or annoyance to neighbours;
- not allowing overcrowding;
- disposing of rubbish and recycling properly;
- looking after the property

In addition, you need to ensure that your tenants fully understand your right to apply to end the tenancy using the proper legal procedures, should they not meet these obligations.

If there is a language barrier, you need to ensure that there is someone present who can translate and interpret in order to explain these points ensuring that the tenant has understood fully what their obligations are.

It is recommend that you introduce yourself to neighbours of the property and let them know you are the landlord as well as provide them with contact details so that you can be informed at an early stage should your tenant cause a nuisance.

What should I do if I receive a complaint of anti-social behaviour?

If you receive a complaint directly from a resident, try to get as much information regarding the complaint. Be sure to make notes and details of the incident before contacting the ASB team.

The ASB team will assist in gathering records of incidents so that there is a record should legal action need to be taken. A copy of the standard record form is shown under appendix 1.

These issues need to be handled sensitively, especially if the complainant may be worried about being identified as being involved, therefore the ASB team will assist in ensuring that the case is handled correctly. However, you must respect any request for confidentiality and/or anonymity.

Verbal Warning

We will collectively seek to speak with your tenants at an early stage, to inform them of allegations made against in order to give them an opportunity to respond and give their version of events. In some cases, the case may be resolved by simply making clear to the tenant that their behaviour is causing nuisance and that it will not be tolerated. At this meeting, the clause in their tenancy agreement will be referred to and advice given that should the behaviour continues, their landlord could seek to bring their tenancy to an end. A record of the conversation will be made and stored electronically on our case management system.

Written Warnings

If reasoning with your tenant does not help, and there is clear evidence of the problems continuing we will send a warning letter to your tenants. A copy of all correspondence sent to your tenant will be sent to you for your records.

Warning letters should include:

- A description of the alleged anti-social behaviour, with reference to the tenancy conditions which may have been breached.
- Details of the alleged perpetrator
- Advice on what needs to be done to prevent further action being taken
- The consequences of continuing to cause nuisance and anti-social behaviour

Acceptable Behaviour Contracts (ABCs)

An Acceptable Behaviour Contract (ABC) is a voluntary agreement between the Council and partners. These could include the police and landlords. Their aim is to stop anti-social behaviour in our communities.

ABCs usually follow on from other interventions such as verbal and written warnings. An ABC is particularly useful at tackling low level anti-social behaviour in its earliest stages so as to prevent the problem from escalating. They demonstrate to perpetrators the agency's determination to tackle the problem and show that other people are also involved in the process of combating anti-social behaviour in the local area.

ABCs tend to be organised through the ASB team in the council who works with other agencies and landlords so that everyone can be involved in the process.

An ABC may contain a combination of positive and negative conditions. The contract may prohibit the association with other individuals, ban someone from certain areas or premises or enforce a curfew. For young people it may also include co-operating with youth workers.

ABCs typically last for 12 months with three monthly reviews, after this may be amended, discharged or legal action taken.

Whilst an ABC is a voluntary agreement and therefore has no legal sanctions attached to breaches of contract. It does rely on the co-operation of the perpetrator and intervention of partners all working together to ensure a positive change.

However if the offending behaviour continues and cannot be addressed by further discussions, the process is likely to move to more serious action including ASBOs or premises closure orders.

An ABC can be used as evidence in eviction proceedings.

A copy of the ABC template currently used in Croydon can be found under Appendix 2

Options other than getting the tenant to leave

Before applying to the Court for possession, you could be advised of other ways of handling the problems the tenants are causing, these could include:

- In the case of a neighbour dispute, the Croydon Community Mediation can help neighbours work out mutually acceptable solutions. They can be contacted on 0208 686 6084 or by email office@croydonmediation.org.uk. In addition to this service, all our Area Enforcement Officers are trained in mediation and are able to assist in low level neighbour disputes.
- Sometimes problems happen because the tenant cannot cope in the accommodation without support. If so, referrals can be made to our adult care team via the link <https://my.croydon.gov.uk/Services/AdultCareInitialReferral/>

- Where there is a specific problem with noise, dog smells or rubbish, you can contact the Council's Pollution Team on 0208 726 6000 or via email pollution@croydon.gov.uk. They can investigate and take legal action when necessary against the people causing it.
- You should inform the Police if you think the complaint might amount to a criminal offence(s)
- There may be some extreme cases where the tenant is very disruptive or violent. If they are a danger to others we would consider asking the court for an injunction against them. An injunction could, for instance, stop the tenant returning to the premises for a period of time or prevent them from behaving in a dangerous or threatening way.

Ending the tenancy

If all else fails and you consider that it is necessary to get your tenants to leave you need to serve them with a notice and apply to Court for possession Order.

There are two types of notices you can serve on your tenants:

Section 21 Notice

This notice can be used in any situation where you want a tenant to leave. You cannot use this notice in an area where licensing occurs if the property is not licensed or a valid application has been received by the Council.

With a "Section 21 Notice" you do not have to prove anything, or show any evidence of the tenant having caused any problems.

However, although you can give the Notice at any time, you cannot get possession using a Section 21 Notice until the end of the fixed term contract.

Where there was a fixed term contract, the Notice has to:

- be in writing;
- state that possession is required not less than two months after the date the notice was given;
- run out after the last day covered by the contract.

Before you give any kind of Section 21 Notice, you must make sure that you have protected any deposit the tenant has given you, and also make sure that you have given the tenant all the legally required information about the deposit protection.

You can write the Section 21 Notice yourself or can be downloaded from the internet from good legal stationers. Section 21 Notices can also be purchased from some stationers.

Notice Seeking Possession (“Section 8 Notice”)

In the case of anti-social behaviour, you can serve a Notice Seeking Possession which should contain all the legal information including:

1. The tenant’s name
2. The address of the rented property
3. Full text of the grounds for possession. In the case of anti-social behaviour grounds 12 and 14 are the most likely to apply but if other grounds apply you should state them as well.
4. Details of the tenant’s behaviour that is causing the nuisance. You should describe the tenant’s behaviour, the effect on others and the approximate dates or time period where the nuisance has taken place. You would not need to provide collated evidence at this stage.
5. The expiry date (this can be immediately after the notice is served)
6. Your name and address

Which notice should I give?

There is nothing to stop you serving both kinds of notice which will give more options should the need to apply to the Court for a Possession Order arise.

Remember that if the tenancy contract still has quite a few months to run, a Section 21 Notice is unlikely to give you a chance of getting the tenants to leave in a reasonable timescale. A Notice of Seeking Possession enables an application to court straight away instead of having to wait the statutory 2 months.

However, the Section 21 Notice does provide a definite outcome so long the procedure has been followed correctly. Also the court procedure for Section 21 Notices is straight forward compared to a Notice Seeking Possession.

Applying to Court

If in the event that your tenants do not vacate the property following expiry of the Notice, an application to the Court is necessary to seek a Possession Order. Information regarding the process can be found on Her Majesty’s Courts and Tribunal Service Website www.justice.gov.uk/about/hmcts

Alternatively you can access the Possession Claim Online service (PCOL) to complete court forms online to make, issue, view and progress a possession claim electronically. For further information see www.possessionclaim.gov.uk/pcol

Appendix 1 – Diary sheets

DEALING WITH ANTI-SOCIAL BEHAVIOUR

DIARY SHEET

| | |
|------------------------|----------------|
| Name of complainant | <i>Name</i> |
| Address of complainant | <i>Address</i> |

Please note the following:

- Make entries on the reverse side of this sheet in the format of the example below.
- In order to prevent unnecessary distress to persons involved, please ensure that all information recorded is accurate.
- Please sign and date each sheet you use and return them to your Tenancy Officer as soon as possible.
- If the diary sheets are not returned within 8 weeks, then it will be assumed that no further action is required and the case will be closed.

Example of how to complete a diary sheet:

| DATE | TIME STARTED | TIME FINISHED | TYPE & EFFECT OF ANTI-SOCIAL BEHAVIOUR |
|------|-----------------|------------------|--|
| | | | |
| | | | |



| ADDRESS OF SOURCE OF NUISANCE | | | Address |
|-------------------------------|-----------------|------------------|--|
| DATE | TIME STARTED | TIME FINISHED | TYPE & EFFECT OF ANTI-SOCIAL BEHAVIOUR |
| | | | |

| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|

Your signature:

Date



Appendix 2 – Acceptable Behaviour Contract

ACCEPTABLE BEHAVIOUR CONTRACT

THIS CONTRACT is made on (insert date)

BETWEEN Croydon Council and Croydon Police and (insert LL details)

AND (insert name of tenant(s))

D.O.B. **ADDRESS:**

Insert name **AGREES** the following in respect of future conduct.

1. I will not make any noise or vibration or disturbance at (insert address), so as to cause nuisance to those living at (insert address)
2. I will not act, or incite others to act in a an anti-social manner, that is to say, a manner that causes or is likely to cause harassment, alarm or distress to one or more persons not of the same household anywhere in (insert location)

FURTHER [name] enters into a commitment with the Council and the Police not to act in a manner that causes or is likely to cause harassment, alarm or distress to one or more persons not in the same household.

BREACH If [name] does anything which he/she has agreed not to do under this contract, which the Council and the police considers to amount to anti-social behaviour, the following courses of action may be taken:

1. The Council and or Police will make an application to the County Court for a **Civil Injunction** to prohibit him/her from acting in a manner likely to cause harassment, alarm or distress to one or more persons not of the same household.
2. The Council will pursue an **Injunction** and /or initiate **possession proceedings** in the County Court to ensure compliance with the parents/guardians tenancy agreement.

FURTHER, (insert name), acknowledges that:

1. Where an **Injunction** is made, a breach by an adult is punishable as a civil contempt and could result in up to 2 years imprisonment and/or an unlimited fine. Breach of an Injunction by a respondent who is under 18, could result in a supervision, curfew or activity requirement. Detention orders are also available for youths aged between 14 and 17.
2. Where a **Possession Order** is granted by the court, this could lead to the eviction of the tenant and his/her household.

DECLARATION

I confirm that I understand the meaning of this contract and that the consequences of breach of the contract have been explained to me.

SIGNED:

DATE:

WITNESSED

SIGNED: ASB Manager

DATE:

SIGNED: POLICE OFFICER

DATE:

SIGNED: LANDLORD

DATED: