

# Human rights at home:

Guidance for social housing  
providers



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# Foreword

Human rights have special significance in relation to social housing. Quality of housing can have a huge impact on wellbeing. Inadequate housing increases the risk of severe ill health and disability; it can also lead to poor mental health, lower educational attainment, unemployment and poverty. The importance of housing is recognised in the United Nations Covenant on Economic, Social and Cultural Rights, which includes ‘the right of everyone to an adequate standard of living for himself and his family, including adequate ... housing’. The United Kingdom is legally bound by this treaty. Protecting people’s human rights in housing is therefore important in its own right.

If you work in social housing, this guide is for you. Poor housing can affect a person’s health, work, education, relationships and life chances, which is why the right to respect for a person’s home is in the Human Rights Act. By providing social housing in a way that is compatible with human rights laws, your organisation can make a positive difference to people’s lives.

There have been a number of recent cases in British courts as well as the European Court of Human Rights concerning the housing rights of individuals. This can be confusing for social housing providers, so as we learn more about what human rights mean for tenants and their landlords, we want to help you get it right.



This guidance is intended to be a practical tool, to build your understanding and confidence in your ability to spot and deal with human rights issues. It provides examples of how human rights can be relevant throughout the housing journey from allocation to the termination of a tenancy. It also provides a checklist to help social housing providers review their policies and practices for human rights compatibility and address any issues effectively.

The Equality and Human Rights Commission (the Commission) has developed this guidance in close consultation with key stakeholders in the social housing sector across Britain. We would like to express our thanks to the advisory group for their invaluable help. We hope you will find it useful, and we look forward to working with you to bring human rights into the homes of your tenants.

**Kay Carberry and Professor  
Geraldine Van Bueren,  
Commissioners**







# Introduction

## Who is this guidance for and what will it tell you?

This guidance is intended to help those who work for social housing providers, such as housing associations or local authorities, to comply with the Human Rights Act 1998 (the HRA or the Act).<sup>1</sup>

### **This guidance should:**

- help you to understand how the HRA works and the rights it protects
- help you to work out whether your organisation is subject to the HRA
- help you to make sure you and your organisation comply with the HRA when providing social housing, and
- provide you and your organisation with good practice examples to help you identify potential human rights issues and take appropriate action.

### **This guidance is not:**

- a complete guide to all housing law and regulation. It should be used to supplement other housing guidance and codes of practice
- an exhaustive explanation of the HRA. It should not be used as a substitute for legal advice
- intended to help you fulfil your obligations under laws about homelessness or to determine housing needs
- designed for private landlords. But they may wish to refer to this guide for examples of good practice, or
- guidance in relation to social housing providers' obligations under the Equality Act 2010. Your organisation will have obligations under that Act. The Commission's guidance on the Equality Act is available on its website.

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<sup>1</sup> Social housing providers which contract out the management of their housing stock to, for example, an ALMO (arm's length management organisation), should also ensure that this guidance is brought to the attention of that organisation.

This guidance is designed for organisations operating in England, Scotland and Wales. Where the relevant law is different in Scotland or Wales, this has been indicated in the text or footnotes. There is also a section in Chapter 5 which relates specifically to those organisations operating in Scotland. In summary, while both the Scottish Parliament and the Welsh Assembly have the power to make laws relating to social housing, those laws must be compatible with the rights protected in the HRA. In addition, the HRA applies to all of the United Kingdom, so if a social housing provider carries out ‘public functions’ in providing social housing, it must comply with the HRA in doing so, wherever it operates in the UK.

The next part of this guidance explains why it is important to comply with the HRA. An explanation of what human rights are can be found in Chapter 1 and Chapter 2 explains how the HRA works. Chapter 3 should help you work out whether your organisation is subject to the HRA. A brief summary of those rights which are most likely to be relevant to social housing is set out in Chapter 4. The other rights contained in the HRA are described in Appendix 1. Chapter 5 gives some specific guidance on how the HRA is likely to affect your work in providing social housing. Chapter 6 provides some guidance on how to make decisions which comply with the HRA. The final part, Chapter 7, discusses other implications of being subject to the HRA. Appendices 2, 3, 4 and 5 contain a glossary, information about the Equality

and Human Rights Commission and details of where to find further help and the advisory group members.

### **Why comply with the Human Rights Act?**

It is important for society that social housing is provided in a way which is compatible with human rights. Human rights are about treating people with dignity and respect. These values should be basic standards for any public service. Human rights have special significance in relation to social housing. Quality of housing can have a huge impact on wellbeing. Inadequate housing increases the risk of severe ill health and disability; it can also lead to poor mental health, lower educational attainment, unemployment and poverty.<sup>2</sup> The importance of housing is recognised in the United Nations Covenant on Economic, Social and Cultural Rights, which includes ‘the right of everyone to an adequate standard of living for himself and his family, including adequate ... housing’. Protecting people’s human rights in housing is therefore important in its own right.

Taking human rights into account when designing and delivering your services is also good for business. It is likely to improve the quality of your service and improve your organisation’s reputation. Making sure you comply with human rights can also improve your organisation’s performance during inspection and regulation. For example, you may be unable to meet the standards set by the relevant regulator relating to quality of accommodation, maintenance

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<sup>2</sup> Lisa Harker, *Chance of a Lifetime*, Shelter, September 2006, p8.



and tenure if you breach human rights in delivering these aspects of your service. Chapter 5 tells you how human rights relate to these areas of your work.

Some social housing providers are also required by law to comply with the HRA. Therefore, it is important for legal reasons that your organisation's policies and practices, and the way in which it delivers its services, respect human rights. If your organisation fails to comply with its obligations under the HRA it may experience:

- customer complaints
- criticism from the relevant regulator
- legal proceedings initiated by your customers or other affected people, and/or
- scrutiny by the Equality and Human Rights Commission.

If your organisation complies with the HRA, it will avoid these difficulties and be able to concentrate on delivering its core business.

# 1. What are human rights and where do they come from?

Human rights are the basic rights and freedoms that belong to everyone. They mean that everyone should be treated fairly, with dignity and respect. Britain has a long history of protecting human rights and these values have been central to our democratic system for many years.

After World War 2, in order to ensure that the atrocities which occurred during the war would never be repeated, nations agreed that everyone would enjoy basic rights, like the right to life and the right to be free from torture. These agreements are like contracts and are called international ‘treaties’ or ‘conventions’.<sup>3</sup> They contain standards that each State must comply with, setting out the basic levels of treatment that all individuals deserve because they are human.

The UK is signed up to a treaty called the European Convention on Human Rights (ECHR). The Convention is made up of

articles which set out the human rights protected. If a person thinks that their human rights have been breached by a State which is a party to the ECHR (and satisfies certain conditions), he or she can take a case to the European Court of Human Rights (ECtHR).

The HRA makes most of the rights in the ECHR part of our own law in the UK. It allows people to take cases to a court in the UK about the human rights contained in the ECHR. It also makes sure that those human rights are protected in the UK in a number of other ways. These are explained in Chapter 2.

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**3** Several human rights treaties have been agreed by members of the United Nations. By becoming a party to these treaties the UK agreed to protect additional human rights, but it is not possible to bring cases in relation to these treaties in UK courts. The main ones are the International Covenant on Economic, Social and Cultural Rights, the International Covenant on Civil and Political Rights, the Convention on the Elimination of All Forms of Racial Discrimination, the Convention on the Elimination of All Forms of Discrimination against Women, the Convention against Torture and Other Cruel, Inhuman or Degrading Treatment or Punishment, the Convention on the Rights of the Child and the Convention on the Rights of Persons with Disabilities.

## 2. How does the Human Rights Act (HRA) work?

There are 16 rights in the HRA, which are all taken from the ECHR. For this reason, they are referred to as the Convention Rights.

The HRA requires all public authorities (such as central government departments, local authorities and NHS Trusts and Boards, as well as the devolved administrations) and other bodies performing public functions (such as private companies operating prisons and some housing associations) to treat people in accordance with the Convention Rights, unless required by an Act of the Westminster Parliament to do something incompatible with the Convention Rights. These organisations can also have a duty to stop other people or companies from abusing human rights in certain situations. For example, where a public authority knows that a child is being abused by its parents it has a duty to take steps to protect the child from inhuman or degrading treatment.

If an individual thinks their human rights have been breached by a public authority or someone carrying out a public function, they can take a court case in the UK courts against the body that appears to have breached them. This means that if your organisation is subject to the HRA, you must think about how your work might affect people's human rights. This is important both when you are designing your organisation's policies and

practices and when you are delivering your service to the public. Chapter 5 explains how the way in which you treat people in providing social housing could affect their human rights.

The HRA also says that, as far as possible, other laws should be interpreted in a way which does not breach the Convention Rights. So courts may 'read into' the legislation a meaning that is compatible with human rights, even if the law does not seem to have that meaning at first sight. This means that when a law requires you to do something, you should interpret the requirement in a way which is compatible with the human rights in the HRA unless it is not possible to do so.

In considering questions about human rights, the courts must 'take into account' any decisions made by the ECtHR if it thinks they are relevant. UK courts are not required to make the same decisions as the ECtHR.

If a court or tribunal is considering a law which was made by the Westminster Parliament and it is not possible to interpret it in a way which would be compatible with human rights, the court will make a 'declaration of



incompatibility'. This does not change the law or stop it being applied. Government and Parliament then decide whether and when to amend the law in question. If a court or tribunal is considering legislation passed by the Scottish Parliament or the Welsh Assembly in a case and cannot interpret it in a way which is compatible with human rights, it may decide that that law, or a particular section of that law, is invalid.

When the Westminster government presents a proposal to Parliament that it would like to become law, the Minister who is in charge of the law must make a statement, called the statement of compatibility. This statement must either say that in the Minister's opinion the

proposed law is compatible with the Convention Rights, or that it is incompatible with the Convention Rights but the government wishes to go ahead and make the law. This does not change the law or stop it being made or applied. It is intended to encourage the government to think about the effect the law will have on human rights.

In Scotland, the relevant Minister and the Presiding Officer must make statements of compatibility. They cannot make a statement of incompatibility because all legislation passed by the Scottish Parliament must comply with human rights and may be invalidated by a court if it does not.



### 3. Which organisations are subject to the HRA?

The HRA says it is unlawful for a public authority to act in a way which is incompatible with the Convention Rights unless required to do so by an Act of Parliament. Local authorities are public authorities and will have to comply with the HRA in everything they do, including when acting as a social landlord or in allocating or disposing of housing stock. The HRA also says that when other organisations which are not public authorities carry out public functions they must comply with the Convention Rights in doing so.

Recently, the Court of Appeal decided that a housing association was performing public functions when allocating and managing social housing.<sup>4</sup> The association was therefore required to respect tenants' human rights in doing so. The court's decision was based on the following factors:

- the housing association's work was subsidised by the State
- the housing association was granted special intrusive powers by law, such as the power to apply for an anti-social behaviour order
- the housing association was working closely with local government to help the local authority achieve its duties under the law, and
- the housing association was providing a public service of a type which the government would normally provide. That is, providing housing at below market rents.

The court made clear that its decision only related to the particular housing association under consideration in the case. However, other housing associations which operate in similar circumstances are also likely to be subject to the HRA.<sup>5</sup>

If you are not sure whether your organisation is likely to be subject to the HRA, it is advisable, both to avoid the risk of a claim being brought against you and as a matter of good practice, that you carry out your business in a way which complies with the Convention Rights.

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<sup>4</sup> *R (Weaver) v London & Quadrant Housing Trust* [2009] EWCA Civ 587; [2010] 1 WLR 363; [2009] HLR 40, CA.

<sup>5</sup> See, for example, *Eastlands Home Partnership Ltd v White* [2010] EWHC 695 (QB); and *R (McIntyre) v Gentoo Group Ltd* [2010] EWHC 5 (Admin).







## 4. Which human rights are protected by the HRA?

There are 16 rights in the HRA. Everyone has these rights, regardless of their immigration status or citizenship. The rights contained in Articles 6, 8 and 14 are those which are most likely to be relevant to your work in social housing. These rights are explained briefly below. Appendix 1 contains a brief explanation of the other Convention Rights. Chapter 5 explains how these might relate to your work in social housing.

The HRA recognises the need to protect the rights of the wider community while protecting each individual's human rights. There are three types of right:

- **Absolute rights:** These cannot be breached or restricted under any circumstances.
- **Limited rights:** These can be limited in the particular circumstances set out in each Article.
- **Qualified rights:** These can be limited to the extent necessary to achieve certain important objectives, like protecting public health, or security. This allows a balance between the right of the individual and the interests of the community. But any restriction on an individual's human rights must be permitted by law and must be no greater than necessary to achieve the objective. The idea that any interference with a qualified

right must not be excessive in the circumstances is known as 'proportionality'.

We explain below and in Appendix 1 whether and how each right can be restricted.

### **Article 6: Right to a fair trial**

Article 6 is an absolute right. Everyone has the right to a fair and public hearing, before an independent and impartial tribunal, within a reasonable time. This right applies where someone's private rights are at stake, such as in contractual or property disputes. It also applies to criminal trials. The right to a fair hearing means, broadly, that a person should be given the opportunity to participate effectively in any hearing of their case, and to present their case in conditions which do not place them at a substantial disadvantage when compared with the

other party in the case. For example, a person who is subject to a decision-making process in relation to a possible eviction should have access to an interpreter, if necessary. Decisions should be given with reasons. Article 6 is likely to be particularly relevant in review or appeal proceedings which would determine a tenant's rights. However, it may not be necessary for decision-making to fulfil all the conditions of a 'fair hearing' if a person has access to a subsequent appeal process which would satisfy these requirements.

#### **Article 8: Right to respect for private life, family life and the home**

Everyone has the right to respect for their private and family life and also the right to respect for their home and correspondence. 'Private life' has a very wide meaning. People should be able to live in privacy and be able to live their life in the way that they choose. Their personal information should be kept private and confidential. The right to respect for a person's home is not a right to housing, but is a person's right to access and live in their home without intrusion or interference. The right to respect for family life includes the right for a family to live together. You should take positive steps to prevent other people seriously undermining a person's home or private life, for example, through serious pollution or anti-social behaviour.

Article 8 is a qualified right. This means that you cannot interfere with the right, for example by forcing people to leave their homes, unless you are acting in the interests of national security, public safety or the economic wellbeing of the country, for the prevention of disorder or crime, for the protection of health or morals, or for the protection of the rights and freedoms of others. You must be acting in accordance with the law and there must be no less intrusive way of achieving your objective.

#### **Article 14: Prohibition of discrimination**

This means that everyone must have equal access to the other rights contained in the HRA, regardless of their race, religion, gender, sexual orientation, disability, political views or any other personal characteristic. For example, the HRA means that a gay couple has to be treated in the same ways as a heterosexual couple in relation to the right to succeed to a tenancy. In order to gain protection under Article 14, the treatment complained of must relate to one of the other Convention Rights, but it need not amount to a breach of that other right. Article 14 is a qualified right. A difference in treatment can only be justified if there is a good reason for the treatment and if it is proportionate in the light of that reason. Article 14 does not list the 'legitimate reasons' which would justify a difference in treatment.

## 5. What does the HRA mean for social housing providers, in practice?

Those social housing providers which are subject to the HRA will need to ensure that they comply with the Convention Rights (described in Chapter 4 and Appendix 1) whenever they deal with an applicant for housing, or a tenant, or any other occupier or, in some circumstances, a former resident. This part of the guidance looks at how the HRA may impact on a social housing provider's services from allocation of accommodation, at one end of the spectrum, to termination and eviction at the other.

Three of the Convention Rights have a particular role to play in the context of social housing. They are Article 6 (the right to a fair determination of civil rights), Article 8 (which includes the right to respect for a home), and Article 14 (enjoyment of the Convention Rights without discrimination).

These Articles are each outlined in Chapter 4 but it is particularly important to emphasise that Article 8 and in particular the right it contains to 'respect' for a home which might be thought applicable in most housing situations:

- does not normally give anyone a *right* to a home or to any particular form of accommodation<sup>6</sup>; it contains a right to respect for a home that a person already has
- does *not* contain an absolute right. Even accommodation that has been a person's home for all of their life can be taken away in the circumstances provided for by the Article itself. The Article stipulates that the right to 'respect' can be qualified by lawful action taken by a public authority which is in pursuit of a prescribed

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<sup>6</sup> *Chapman v United Kingdom* (2001) 10 BHRR 48 at [99].



legitimate aim,<sup>7</sup> is necessary, and is proportionately taken, and

- only applies to something properly called a ‘home’. That term may not embrace very short term accommodation such as a hotel room<sup>8</sup> or transient accommodation such as an unauthorised encampment onto which a Traveller has recently moved.<sup>9</sup>

### Allocation of housing

The HRA *does not* give anyone a right to the provision of a home from a particular social housing provider. In some circumstances, the Convention Rights would require the UK to provide shelter for those who are so vulnerable that they would not receive respect for their family life or private life if they were left on the streets (perhaps by reason of their disability or destitution<sup>10</sup>), but the HRA does not impose an obligation on any individual social housing provider to do so. Social housing providers’ obligations to make housing available are to be found in the ordinary housing legislation dealing

with allocation of social housing and homelessness and in the relevant regulatory requirements.

**Example:**<sup>11</sup> An applicant household complains that they have been registered with a social housing provider as needing a three-bedroom home with a garden in place of their current small flat. They have been waiting six years and still no suitable accommodation has been offered to them. No Convention Right is involved here. There is no right to a home in the Human Rights Act. There is no human right to a garden.

However, in schemes for managing applications for housing, social housing providers will need to avoid unjustified discrimination (which may be contrary to Article 14) and procedural unfairness (which may be contrary to Article 6). In particular, rules which unjustifiably discriminate between housing applicants on grounds such as marital status, age, gender, disability or nationality<sup>12</sup> may amount to

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**7** The legitimate aims prescribed in Article 8 are ‘the interests of national security, public safety or the economic wellbeing of the country, for the prevention of disorder or crime, for the protection of health or morals, or for the protection of the rights and freedoms of others’.

**8** *O’Rourke v UK* (26 June 2001, Application No 39022/97) ECtHR.

**9** *Leeds City Council v Price* [2006] UKHL 10, [2006] 2 AC 465, HL and *Hounslow LBC v Powell* [2011] UKSC8 [33], SC.

**10** *Marzari v Italy* [1999] 28 EHRR CD 175 and *Secretary of State for the Home Department v Limbuela & Ors* [2005] UKHL 66, HL.

**11** Throughout this part of the guidance we use examples to illustrate how the immediately preceding text might be understood and applied. In some cases the examples are loosely based on previous decisions of the courts but the majority simply represent the Commission’s guidance on how the Human Rights Act might apply to specific factual situations.

**12** Though where a social housing provider is required by law to differentiate between applicants on the basis of nationality, it would not breach the Human Rights Act in doing so.





unlawful discrimination under domestic equality legislation and also breach the Convention Rights protected by the HRA.<sup>13</sup>

Most social housing providers will have their own rules about the allocation of their housing. For local housing authorities, some of the rules are imposed by legislation (for example, that applicants of a particular immigration status are not eligible). Even if the application of such a statutory rule infringes a Convention Right, the local authority will not be acting unlawfully in applying it because it had no alternative but to comply with the statute.<sup>14</sup> On the other hand, if a social housing provider decides to adopt for itself a rule about eligibility for allocation of social housing, which does not have a legitimate aim or is not proportionate, this may be a breach of Article 14.

**Example:** A social housing provider has an allocation scheme under which only married couples or couples in civil partnerships can be considered for joint tenancies. Such a scheme may amount to an unlawful breach of Article 14 unless the housing provider can justify its failure to allocate joint tenancies to unmarried couples or other pairs of applicants. While decisions about allocations cannot amount to a breach

of Article 8, a tenant could bring a claim in relation to Article 14 because the treatment falls within the *ambit* of Article 8.<sup>15</sup>

**Example:** Another provider requires all applicants to renew their applications annually by completing a form in handwriting, signing it and attending for interview at the provider's offices. That provider will need to take steps to ensure that it has built-in sufficient flexibility to deal with renewals by those for whom English is not a first language (including those whose first language is British Sign Language), or are unable to read or write, or who have a visual impairment, or other disability that makes completion of the form or attendance at the provider's offices unreasonably difficult.

**Example:** A group of social housing providers operate a choice-based lettings system which involves properties being advertised online. The providers will need to ensure that the online materials are available in accessible formats and that arrangements are in place for those applicants without computer access to get information, in accessible formats, about properties and how to bid for them.<sup>16</sup>

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**13** See the homelessness cases in which nationality has had an adverse impact on the assistance available: *Husenatu Bah v The United Kingdom* – 56328/07 [2006] ECHR 2060 (1 December 2009) following *Westminster City Council v Morris* [2005] EWCA Civ 1184, [2006] 1 WLR 505.

**14** See *Westminster City Council v Morris* [2005] EWCA Civ 1184, [2006] 1 WLR 505, CA.

**15** See *Rodriguez v Gibraltar* [2009] UKPC 52; [2010] UKHRR 144, PC.

**16** See *Choice-based Lettings, Potentially Disadvantaged Groups and Accessible Housing Registers and Costs and Effectiveness of Accessible Housing Registers in a Choice-based Lettings Context* (both from Department for Communities and Local Government, February 2011).

Until an applicant actually signs up for a tenancy, they do not have a ‘civil right’ to any accommodation.<sup>17</sup> For this reason, provisions in Article 6 about the fair hearing of disputes about civil rights are unlikely to apply to the application and allocation stage. However, this may possibly change in the future.<sup>18</sup>

Increasingly, the ECtHR has found that the rights to ‘social benefits’ are civil rights and that decisions about these benefits must comply with the requirements of Article 6. It may therefore be prudent for social housing providers to ensure that not only are applicants given notice of adverse decisions in writing but perhaps also that they are supplied with written reasons for those decisions. Likewise, disappointed applicants might sensibly be told how the provider’s decision might be challenged and where independent advice can be obtained locally. For general guidance on procedural steps which can avoid infringement of Convention Rights see Chapter 6.

### **The terms of tenancy agreements**

Ordinarily, the social housing provider and the tenant will be free to agree, subject to any law requiring otherwise, the *terms and conditions* under which the home is to be occupied. There is no human right to a particular level of rent or to the inclusion of particular ‘rights’ in a tenancy agreement. However, care must be taken to ensure that the wording of tenancy

conditions – or the enforcement of those conditions – does not breach the Convention Rights.

The intentions of both the social housing provider and the occupier will usually be that the accommodation will be the tenant’s ‘home’. The right to *respect* for a home protected by Article 8 means that the *terms* under which the accommodation is provided should allow an individual to enjoy his or her home in the normal way.

**Example:** The tenancy terms on which a social housing provider has made accommodation available provide that the tenant cannot share the home with adults other than those named as ‘authorised occupants’ on the tenancy agreement. If such a term were used to prevent the tenant from having members of his or her family living with them that might well interfere with Article 8 rights.<sup>19</sup>

**Example:** Another provider’s terms require the occupier (1) to be in the home at 9pm each evening and (2) to permit the provider’s staff to enter on demand. Such terms are unlikely to show proper ‘respect’ for the occupier’s home and would represent an unlawful breach of Article 8 unless shown to be included for a legitimate reason and to be proportionate (for example, because the provider is supplying specialist

<sup>17</sup> See *Dixon v Wandsworth LBC* [2008] EWCA Civ 595 at [11].

<sup>18</sup> For example, the ECtHR is presently considering an application made by the unsuccessful appellants in *Tomlinson v Birmingham CC* [2010] 2 All ER 175, [2010] 2 WLR 471, [2010] HRLR 18, [2010] PTSR 524, [2010] UKHRR 417, [2010] UKSC 8 who were seeking to rely on the application of Article 6 to their homelessness applications.

<sup>19</sup> *OPAC (Office public d’habitations de la Ville de Paris) v Yedei* [1996] Cour de Cassation (3eme Chambre, Civil) 6 March 1996.



accommodation to a particularly vulnerable set of residents in an intensively supported housing scheme).<sup>20</sup>

**Example:** Another provider's tenancy conditions provide that no animal is to be kept in or on the premises. The tenant wishes to keep a dog as a companion. There is no human right to keep a pet or to have an animal companion.<sup>21</sup> The provider would be required to allow tenants to keep guide dogs or hearing dogs in the property, as a reasonable adjustment to this policy, to avoid breaching Article 14. In contrast, if residents already have pets and the provider introduces a new 'no pets' policy requiring existing pets to be removed, that might demonstrate an interference with the resident's right to 'respect' for their home, which the social housing provider would have to show was a proportionate way of achieving one of the aims in Article 8.

There is no human right to stay in a particular home for any particular length of time, or to enjoy any particular form of security of tenure. The social housing provider and the tenant will be free to agree, subject to any law providing otherwise and to any regulatory framework, how long a particular tenancy or other form of occupation will last. However, the human right to respect for a home in Article

8 can be relevant if the social housing provider seeks to terminate a tenancy before the period for which it might have been expected to run.

**Example:** A social housing provider encourages an elderly resident to relocate to new accommodation on giving an express indication that she can remain in her new home 'for the rest of your life'. If the provider then some years later decides to displace the resident again, to yet another unit of accommodation, the resident may well assert that there has been an unlawful failure to afford her 'respect' for her home under Article 8.<sup>22</sup>

The terms and conditions of the tenancy, or their enforcement, may give rise to issues under other Convention Rights.

**Example:** A social housing provider's standard terms of tenancy prevent the erection of any satellite dish or aerial on the exterior of the home. A disabled tenant is only able to engage in her particular religious community if she is able to receive transmissions of specific religious services held overseas which are exclusively available by satellite. The term of the tenancy agreement, and most particularly its enforcement, may amount to an unlawful breach of her human right to freedom of religion under Article 9 (see Appendix 1).<sup>23</sup>

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**20** See *Orejudos v Royal Borough of Kensington & Chelsea* [2003] EWCA Civ 1967 in which the issue was raised of whether a requirement to 'sign in' daily at a hostel was compatible with Article 8.

**21** *Artingstoll v United Kingdom* (1995) 19 EHRR CD 92.

**22** See *R (on the application of Coughlan) v North & East Devon Health Authority* [1999] EWCA Civ 1871, [2001] QB 213, CA.

**23** See *Khurshid Mustafa and Ttarzibachi v Sweden* Application No. 23883/06 [2008] ECHR 1710.

**Example:** An older disabled person who has an assistance dog lives in retirement accommodation. Through its tenancy agreement, the housing provider prohibits anyone living in its accommodation from keeping an animal in the property. The enforcement of this tenancy term may amount to an unlawful breach of Article 14.

### **Housing conditions: Repairs and maintenance**

Social housing providers will be subject to the ordinary regulatory, statutory and contractual obligations to repair or maintain the home supplied. There is no human right to a home of a particular quality. So, for example, there is no human right to central heating, double glazing, fitted kitchens and the like. Even the modern notion of a ‘decent’ home, which is the regulatory standard required of social housing providers, does not rest on any human rights. However, the courts have recognised that in some situations housing conditions may be so bad – or become so bad – as to interfere with a tenant’s human rights.<sup>24</sup>

**Example:** The structural integrity of a property becomes so bad that the tenant cannot have a stairlift fitted safely to enable him to remain in his home and has to leave. This is likely to be a breach of his Article 8 rights.

The human right to freedom from inhuman or degrading treatment (Article 3

see Appendix 1) would be relevant where a home in appalling condition is provided to an occupier who had had no choice but to take it. Short of that, something seriously wrong would need to occur before a social landlord’s failure to repair or maintain would lead to a breach of other human rights (for example, under Article 8).<sup>25</sup>

**Example:** A growing family, including young children, live in a cramped and overcrowded social housing property. By reason of lack of adequate heating and ventilation systems there is extensive condensation dampness causing illness. An intermittent fault in the water supply to the block of flats means that they are also often without hot water in the evenings. The parents decide that they need to send the children away to live with other relatives to safeguard their health and hygiene. This is likely to amount to a breach of the Article 8 right to respect for private and family life and/or an interference with the right to respect for the home. That is because it would be unlikely that this ‘treatment’ of the family could be objectively justified even if the housing provider had no obligation to deal with the situation under the tenancy agreement or housing legislation.

### **Aids and adaptations**

Social housing providers, especially local authorities, are likely to be subject to statutory or regulatory obligations to provide certain aids to tenants, or permit

<sup>24</sup> *R (Bernard) v Enfield LBC* [2003] BLGR 423, [2003] UKHRR 148, [2003] HLR 27, [2003] HRLR 4, [2002] EWHC 2282 (Admin) and *Anufrijeva v Southwark LBC* [2004] QB 1124, [2004] HLR 22, [2004] HRLR 1, 15 BHRC 526, [2003] EWCA Civ 1406, [2004] UKHRR 1, [2004] BLGR 184.

<sup>25</sup> *Lee v Leeds CC* [2002] EWCA Civ 6, [2002] 1 WLR 1488 and *Erskine, R (on the application of) v Lambeth* [2003] EWHC 2479 (Admin).

certain adaptations to social housing, in the interests of disabled residents.

There is no human right to the provision of a home with particular aids or adaptations any more than there is a right to the provision of *any* home at all. However, once a person has a home then they are entitled to respect for it and to respect for their private lives in the enjoyment of it. The social housing provider may in some circumstances become obliged to address difficulties that arise for particular residents which prevent them from enjoying their homes.

**Example:** A social housing provider agrees to supply and fit grab-rails within a tenant's home on the recommendation of an occupational therapist (OT) that such aids are essential. If the fitting has been delayed for nine months (for example, five months waiting for an OT visit, one month waiting for the OT to produce a report, and three months waiting for the fitting) that might well amount to a failure to accord respect for the tenant's home.

**Example:** A disabled social housing tenant is increasingly unable to use the communal stairs. He asks for permission to install a stairlift along the staircase. In deciding the application, the housing provider should consider both the interests of other users of the communal stairway and the particular tenant's human right to 'respect' for his home (which would include a reasonable expectation to be able to readily leave it and return to it).<sup>26</sup>

### Environmental impact

The social housing provider's obligation to show respect for the homes of those living within its stock goes beyond a simple requirement to restrain from unjustified interference. It can also impose positive obligations to take measures to ensure that adverse environmental circumstances do not put a home, or the enjoyment of it, at risk.

Public authorities (including some social housing providers) will need to both: (1) ensure that the decisions they take and implement do not adversely and unjustifiably affect the enjoyment of the homes of local residents; and (2) take reasonable steps to protect occupiers from adverse environmental circumstances.

**Example:** A local authority which is both a social landlord and a highways authority adopts a new traffic scheme diverting heavy traffic from an existing congested route down a previously quiet and narrow residential street. A tenant of council housing living in that street, who is adversely affected by the additional noise, dust and vibration, may well suggest that in the absence of reasonable measures, such as traffic screening or the installation of soundproof glazing, the local authority has interfered with his human right to 'respect' for his home.<sup>27</sup>

**Example:** A housing association decides to improve facilities for local young people by converting two adjoining ground floor flats in a block

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**26** This scenario will in due course be addressed by commencement of provisions in section 36(1)(d) of the Equality Act 2010 which is not presently in force.

**27** See *Andrews v Reading BC* [2004] EWHC 970 (QB).

of flats to provide a ‘youth centre’. Residents living in the flats immediately above the new centre complain of increased noise, vibration and other nuisances caused by the users of the centre including large numbers of young people gathering in the stairwells, doorways and communal areas. This is likely to raise the question of whether ‘respect’ has been afforded to the homes of the sitting tenants.

**Example:** Following a period of very severe weather, the paths and other walkways on a housing estate have been made impassable by the accumulation of snow or the freezing of ice. Many tenants, particularly the frail elderly, are unable to leave their homes. If a social landlord responsible for maintaining these ‘common parts’ failed to take reasonable steps to grit or clear the paths that might infringe not only the contractual obligations it has to the tenants but possibly also the Article 8 rights of all its residents to respect for their homes.

### **Rent arrears and other breaches of tenancy conditions**

Nothing in the HRA relieves an occupier of social housing of their contractual obligation to pay their rent (and any service charges) and to comply with other obligations of their tenancy agreement, provided that they are compatible with the Convention Rights. Nor does the Act prevent or inhibit a social landlord from taking sensible and proportionate measures to encourage or enforce payment or other compliance. (The extreme situation in which *eviction* may be contemplated is dealt with below in the subsection entitled Termination of tenancy and eviction.) Anti-social

behaviour is dealt with in the next subsection, entitled Anti-social behaviour.

**Example:** The policy of a social housing provider is that tenants with more than four weeks’ arrears of rent will: (1) be removed from the provider’s rolling scheme for home improvements; and (2) be sued for the arrears with the debt and court costs being recovered by deductions from wages or benefits. Nothing in such a policy or its application, so long as it is applied in a reasonable way, could amount to a breach of human rights. However, displaying a large notice outside the house proclaiming ‘RENT DEFAULTER LIVES HERE’ might raise issues about interference with the right to respect for privacy (as an aspect of private life) or respect for the home itself. Instead, a social housing provider should take more proportionate measures to recover the rent.

**Example:** In a bid to stem the escalation of arrears on a particular housing estate, a social housing provider gives the tenants’ association on the estate the names and addresses of those owing rent. It asks the association’s committee members to visit the defaulters to remind them of their responsibilities and to mention the threat of their inclusion on a ‘name and shame’ list in the estate newsletter if arrears are not cleared. The initial disclosure to the association is likely to represent an infringement of the right to privacy protected by Article 8 and the publication of the list would certainly amount to a breach of that right. Instead, a social housing provider should take more proportionate measures to recover the rent.



### Anti-social behaviour

Nothing in the HRA provides occupiers of social housing with an excuse for deliberately engaging in behaviour which is a nuisance or annoyance to others. Social landlords and other agencies that proportionately take measures to address and control such behaviour will not be infringing any human rights. As already indicated, nothing in the HRA relieves an occupier of social housing of their contractual obligations to comply with the conditions of their tenancy agreement provided that they are compatible with Convention Rights.

In extreme cases, the action that a social housing provider takes can engage with the *perpetrator's* human rights to respect for his or her home or private and family life. But there will be no infringement of the HRA if the action taken is lawful (usually sanctioned by a court order), is necessary and is proportionate, having regard to the interests mentioned in Article 8 (for example, the need to respect the health or rights and freedoms of others).

**Example:** Despite warnings, a resident of social housing will not desist from causing serious nuisance or annoyance to others. The housing provider obtains an injunction but it is seriously and repeatedly breached. The provider then applies for and obtains an order committing the resident to prison.<sup>28</sup> While in detention, he displays no

remorse but expressly says he will 'get' his neighbours on his release. The landlord seeks an outright possession order which the court has a discretion whether or not to grant. Such a scenario suggests that the landlord is acting within the law and taking necessary and proportionate action.

**Example:** A social housing provider decides to adopt a hard-line 'one strike and you are out' policy to address anti-social behaviour. Even minor incidents of anti-social behaviour are immediately met by the issue of possession proceedings on a legal basis which gives the court no discretion but to make an outright order. The strict application of such a policy may well result in a human rights violation where a disabled person engages in a form of anti-social behaviour which is a manifestation of his or her disability and where there are other more proportionate means than eviction of dealing with the situation.<sup>29</sup> In such situations, a social housing provider should consider what more proportionate measures it can take to tackle the behaviour.

**Example:** A tenant has a mental health impairment as a result of which she engaged in anti-social behaviour and upset her neighbours by shouting and swearing at them in the street. It would be disproportionate to seek a possession

<sup>28</sup> In Scotland, the social housing provider would seek to obtain an ASBO which, if breached, would then lead to criminal proceedings being initiated by the procurator fiscal.

<sup>29</sup> See *Barber v Croydon LBC* [2010] EWCA Civ 51. Note that this scenario would not arise in Scotland: the effect of the Housing (Scotland) Act 2001 is to transfer all tenants of social housing providers to the Scottish secure tenancy regime. There are no mandatory grounds for eviction under the 2001 Act.

order immediately under the ‘one strike and you’re out’ policy, in these circumstances. A more appropriate and proportionate course of action would be to consult Social Services or Mental Health Services for advice on how best to support the tenant in managing this behaviour, perhaps accessing other services that could help reduce the risk of more incidents.

**Example:** Demand for its stock is such that a social housing provider has had to allocate accommodation to young people in a development originally designed to accommodate older tenants. The established residents are already complaining that the first newcomer had a noisy (in their view) ‘new home’ party on the night he moved in. They want firm and swift action taken, including the issue of a threat of eviction. If the social housing provider immediately issues a notice seeking possession in such circumstances, without having explored what more proportionate measures it could have taken, that might well amount to a disproportionate interference with the new tenant’s right to ‘respect’ for his home.

The response of social housing providers to incidents of anti-social behaviour is more likely to engage with the human rights of *victims* than with those of perpetrators. While there is no human right to expect a social housing provider to keep a resident safe and free from nuisance at all times, a failure to address or tackle the reported experience of anti-social behaviour may

well amount to a failure to respect the private or family life of a victim or an infringement of his or her right to respect for the home.<sup>30</sup>

**Example:** A resident complains to a social housing provider that a group of its tenants are making her home life miserable by shouting at her from outside her home, throwing refuse into her garden, sitting on her front wall and playing loud music and using foul language well into the night. The landlord knows who the perpetrators are but decides to take no action for fear of reprisals against its staff and given its potential obligation for re-housing of the perpetrator family (which includes a number of vulnerable individuals). Doing ‘nothing’ in these circumstances is highly likely to amount to a breach of the victim’s right to respect for private life, family or home.<sup>31</sup>

At the time this guidance was being written, the ECtHR was dealing with a complaint that the UK had failed to respect the human rights of a family who had been subjected to appalling and violent anti-social behaviour in their home. The complaint is that their social housing provider (a local housing and social services authority) did not respond by granting them an urgent emergency transfer when the risk of further harm became critical.<sup>32</sup> The outcome of this case will clarify the extent of a social housing provider’s duty to protect victims of anti-social behaviour.

**30** See *Pemberton v Southwark LBC* [2000] 2 All ER 924 at 935 (per Clarke LJ), CA.

**31** See *Donnelly v Northern Ireland Housing Executive* [2003] NICA 55.

**32** The complaint is brought by the unsuccessful claimants in *X & Y v Hounslow LBC* [2009] EWCA Civ 286.

### Relationship breakdown

When there is a relationship breakdown between the occupiers of a rented home, the social housing landlord may well become involved. If there is a real risk of death or injury to one or more of those concerned, there may be a positive obligation on the social housing provider to take such action as it reasonably can to protect the adult or child victim from the threat of death or serious injury. This relates to the Article 2 right to life (see Appendix 1) and the Article 3 right to be free from torture, inhuman and degrading treatment (see Appendix 1).

Unless a contractual obligation or a provision of housing legislation is applicable, the social housing provider is under no obligation to provide alternative accommodation for a departing resident on a relationship breakdown. As already noted, there is no human right to be provided with a home nor with another or alternative home.

Often the future occupation of the rented property will be regulated by the family courts on the application of one or more of the parties, and the social housing provider need only note and comply with the court's decision.

At the time of writing this guidance, the Court of Appeal was waiting to consider whether the rule which allows one of the joint tenants to bring a joint tenancy to an

end, without discussion with or the consent of the other(s), is compatible with Convention Rights.<sup>33</sup> This rule can sometimes mean that a family member is left behind without any rights to occupy where a departing joint tenant has given notice to quit.<sup>34</sup>

Pending a decision on that issue, unless the social housing provider has improperly invited the giving of such a notice, it will have no role in deciding whether the former joint tenancy should be ended and will have to treat the tenancy as terminated when a valid notice to quit is served by one of the joint tenants. However, in one ECtHR case, decided since the HRA was passed, the UK was found to have acted unlawfully when a council suggested to a departed joint tenant that she might serve notice to quit so that it could evict her former husband who had remained in the rented family home.<sup>35</sup>

If the tenancy of the family home has been properly terminated, the social housing provider will need to decide whether to grant the person left behind another tenancy (of the same or a different property) or whether to seek their eviction. The notion of 'respect for a home' in Article 8 will require the provider to carefully consider whether it has a good reason to seek eviction and whether it is proportionate to do so in the circumstances.

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**33** On appeal from *Wilson v London Borough of Harrow* [2010] EWHC 1574 (QB).

**34** This is not the position in Scotland. If one of the joint tenants of a Scottish secure tenancy serves a notice terminating his interest in the tenancy, it simply continues in the name of the remaining joint tenants.

**35** *McCann v UK* [2008] BLGR 474, [2009] L&TR 4, [2008] ECHR 385, [2008] HLR 40, (2008) 47 EHRR 40, ECtHR.

**Example:** A woman has voluntarily given notice to quit her family home and been re-housed with her children as a result of serious domestic violence perpetrated by her former partner. He still lives in the family-sized home, much of which he is letting out to paying lodgers. There is a desperate need for family-sized accommodation in the area. In these circumstances, a claim for possession is unlikely to be disproportionate.

**Example:** A woman and her children have been abandoned by her partner who has given a notice to quit, ending their joint tenancy. The social housing provider would normally grant a new tenancy to a woman in these circumstances but she has some long-standing (although modest) arrears which are being cleared by direct deductions from her benefits. The provider is inclined not to grant a new tenancy until all the arrears are cleared which will take some years. In these circumstances, while a refusal to grant a new tenancy may have a legitimate aim, it is likely to be disproportionate and a breach of Article 8.

### Death and succession

Following the death of a tenant, a social housing provider will commonly find that other household members are left in occupation and wish to remain in the home. For many forms of tenancy, the succession rights of those others will be set out in legislation and will work automatically to transmit the tenancy from the deceased to a successor at the point of death.

If these laws about succession conflict with the HRA they will either be declared

incompatible by the courts or will be interpreted by the courts in such a way as to avoid breaching human rights. If the courts consider that it is not possible to interpret these laws in a way which is compatible with the Convention Rights and declares them incompatible, this will not affect landlords and tenants immediately. The law will remain in place until Parliament changes it and will meanwhile remain binding. If the law is interpreted in a way which is compatible with the Convention Rights, social housing providers will be bound by that interpretation of the law.

**Example:** As a result of the Human Rights Act, the House of Lords decided to interpret a statutory succession right for a person living as if they were the 'husband or wife' of the deceased as one capable of being satisfied by a member of a same sex couple.<sup>36</sup>

Social housing providers are able to supplement any statutory succession rights by incorporating promises in tenancy agreements to grant new tenancies to household members or carers left behind on the death of the tenant. When framing these provisions care must obviously be taken not simply to avoid discrimination contrary to other UK legislation but also to avoid infringing Convention Rights.

**Example:** A social housing provider's standard form tenancy agreement provides that, on the death of the tenant, any family member left in occupation can succeed to the tenancy but only if they are in full-time employment. The enforcement of this provision in all circumstances may be a breach of the Article 8 right to respect

<sup>36</sup> *Ghaidan v Godin-Mendoza* [2004] UKHL 305 [2004] 2 AC 557, HL.



for the home and a breach of the Article 14 (see Chapter 4) right to non-discrimination in the enjoyment of the Article 8 right, unless a social housing provider can show that it was proportionate to apply the provision in individual cases.

Where a person remains in occupation with no right to succeed the deceased tenant (whether by legislation or contract), the social housing provider may terminate the deceased tenant's tenancy and seek possession. If the accommodation has become the occupier's home, the claim for possession will potentially be an interference with the right to respect for a home protected by Article 8 (see Chapter 4).

At the time this guidance was being written, the Court of Appeal in England was waiting to hear several appeals brought in possession cases by non-successors complaining that to oust them from their homes would infringe Article 8.<sup>37</sup>

The surest course for the social housing provider in such circumstances is to consider carefully whether possession is being sought for a good reason (as it is likely to be if the resident is under-occupying and there is a high demand for properties of that size) and, if it is, to thoroughly examine whether it is

'proportionate' to evict the occupier having regard to, among other matters, the housing needs of other social housing applicants and the personal circumstances of the occupier.

**Example:** A social housing provider let a family home 50 years ago to a husband and father. On his death, the wife and mother succeeded to the tenancy. She has recently died. Remaining in occupation (with no right to succeed) are their now adult son and daughter who have each lived in the property for more than 40 years. The property has one extra bedroom (the late parents' bedroom). The son is severely disabled and is cared for by his sister. They want to remain in the home and use the 'spare bedroom' for respite carers when the sister takes a break. In these circumstances an eviction of the son and daughter is unlikely to be proportionate.

**Example:** An elderly man has died. Until last year, he lived alone in the four-bedroom house but some months ago his son moved back to live with him after his own marriage broke down. The son is in well paid full-time employment and has significant capital. He wants to become the tenant. In these circumstances, an eviction of the son is likely to be proportionate.<sup>38</sup>

<sup>37</sup> For example, the appeal from *R (on the application of Coombes) v Secretary of State for Communities & Local Government* [2010] EWHC 666 (Admin), [2010] 2 All ER 940, [2010] BLGR 514, QB.

<sup>38</sup> Neither of these scenarios would be applicable in Scotland: in both cases the son and/or daughter would have the right to succeed to the Scottish secure tenancy under the relevant succession rules contained in the Housing (Scotland) Act 2001. However, there will be cases in which, under the Scottish legislation, occupiers are not entitled to succeed following the death of the tenant. In that case, the issues discussed in these examples will have to be considered.

## Buying the home

The tenants of some social housing providers will have the legal right to buy their homes. Those rights will be contained in tenancy agreements or in housing legislation. Some tenants will even already be in the process of buying their homes under low-cost home-ownership schemes.

The HRA does not supply any right to an occupier to buy their home.<sup>39</sup> If a tenant does not have the right to buy that will normally be the result of government policy reflected in housing legislation.

Even where a landlord has a discretionary sales scheme, those outside the terms of the scheme cannot usually rely on the HRA to complain that they should have been included unless the exclusion amounts to unlawful discrimination.<sup>40</sup>

## Specialist housing accommodation and specialist housing services

Most social housing providers supply *general* needs housing accommodation. But others specialise in the provision of accommodation to meet housing needs for those who are disabled, elderly or have other *particular* needs for non-conventional housing. Some social landlords provide conventional housing but supply specialist services to the occupiers of that accommodation to meet their particular needs, for example the provision of resident warden services.

If what has been provided to an occupier is a 'home', they will have the usual right to

respect for their home (under Article 8 – see Chapter 4) as well as the right to respect for their private and family lives. Unsurprisingly, the need for the protection of human rights becomes more, not less, important where individuals have particular needs or are unable to effectively self-advocate.

Social housing providers supplying specialist housing accommodation and/or specialist services will accordingly need to consider particularly carefully the impact on the human rights of the occupiers of any actions they take. That will be particularly necessary when consideration is being given to the reconfiguration of services or the withdrawal of specialist schemes or services.

**Example:** A social housing provider decides that in order to give it optimum operational flexibility in managing a specialist housing scheme it will invite current residents to: (1) enter into licences rather than tenancies; (2) agree to a provision that they can be required to change rooms on demand; (3) acknowledge that the provision of residential support workers can be withdrawn at any time. This change in terms of occupancy is likely to amount to a disproportionate interference with the residents' human rights to respect for their homes.

**Example:** A specialist provider makes accommodation available to residents who lack the mental capacity to enter into contractual tenancy terms and conditions. If it decided not to make

<sup>39</sup> *Strunjak v Croatia* Application No 46934/99, ECtHR.

<sup>40</sup> *Delaney v Belfast Improved Housing Association* [2007] NIQB 55, (2008) *Legal Action* November p18.

tenancies available to such occupiers at all it might be in breach of their Convention Rights. It should instead seek to ensure that the residents have the equivalent legal protection that would have been available had they enjoyed capacity, for example by granting tenancies to others to hold on trust for the residents.

**Example:** In its tenants' handbook, but not in its contractual terms of tenancy, a social housing provider states that it will provide a resident warden service to residents on a particular housing scheme. It later decides that the resident warden arrangement is too costly and should be replaced by an on-demand visiting service. In deciding whether to make this change, a social housing provider would have to consider how this would affect residents' rights under Article 8.

### **Long leaseholders**<sup>41</sup>

Like any other tenancy, a long lease will be the leaseholder's property or 'possession' protected by Article 1 Protocol 1 (see Appendix 1). If they live in the property subject of the lease, the tenant will also have a right to respect for their home under Article 8 (see Chapter 4). Any interference by the social landlord with these rights will need to satisfy the terms of the relevant Article.

The fact that a lease may be 'forfeit' for breach of its terms does not represent an interference with human rights because it

is an express or implied provision in every lease that it may end by forfeiture and that will have been a feature of the 'possession' when the occupier acquired it.<sup>42</sup> (In any event, forfeiture of residential premises is nowadays regulated by the courts.) Of course, a subsequent claim for possession may well give rise to human rights considerations (see the section entitled Termination of tenancy and eviction).

### **Change of landlord**

It is a feature of modern life that a sitting tenant in social housing may find that the identity of their landlord is changing. That may be a change:

- from one council to another (as has happened with the recent creation of new unitary authorities)
- from a council to a different social landlord (often known as 'stock transfer')
- from one social landlord to another (perhaps within the same group of housing associations), or
- from a social landlord to a private landlord.

There is no human right to keep the same landlord or the same form of landlord. There is no human right to always enjoy the same (or an improved) degree of security of tenure. But whoever the social housing provider is whether the current landlord or the proposed new landlord<sup>43</sup> – it must maintain the respect for an occupier's home as protected by Article 8.

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**41** Note that this form of tenure does not exist in Scotland.

**42** *Di Palma v United Kingdom* (1988) 10 EHRR 149.

**43** There would be no human rights obligations on the new landlord if it were a private landlord.

**Example:** In the course of a consultation exercise, tenants are told that if they vote in favour of a transfer to a new social landlord they will retain (or obtain) particular rights or benefits. The new landlord promises the old landlord that it will honour this pledge. Some years after the transfer, the new landlord finds that circumstances are less favourable and that it would be inconvenient to honour the previous commitments. The transferred tenants have no legal or contractual right to enforce the promises made pre-transfer but might well assert that a failure to provide them with what they were led to expect involves an interference with their right to ‘respect’ for their homes. The social housing provider would therefore have to show that the interference was proportionate.

### Termination of tenancy and eviction

Article 8 requires that an occupier is given ‘respect’ for his or her home. Eviction is the highest form of interference with that right. The threat of eviction is not much short of it.

To avoid an eviction which is unlawful under the HRA, where a social housing provider which is subject to the Act is seeking to terminate a tenancy (or other form of occupation) and thereafter evict the occupier, it should be able to show that it is acting in accordance with the law, that its actions are in pursuit of a

legitimate aim, and that they are both necessary and proportionate.

For most forms of social housing tenancy, the landlord can only end the tenancy by obtaining a possession order. That system ensures that a court is involved, that a ground for seeking possession is made out and (commonly) that it is reasonable to evict the occupier.

There are some circumstances in which a social housing provider may seek possession from the courts and the court may appear to have no alternative but to grant possession. This can arise in any case where there is:

- a claim for possession brought on a ‘mandatory ground’ and the conditions for use of that ground are satisfied
- an assured shorthold tenancy
- an introductory tenancy
- a starter tenancy
- a demoted tenancy
- a family intervention tenancy
- an unprotected tenancy
- no tenancy at all
- a previous tenancy which has been terminated by the occupier, or
- a licence which has been terminated.<sup>44</sup>

However, the UK Supreme Court has recently decided that in all these sorts of cases when examining a possession claim where the point is raised, the local courts

<sup>44</sup> The first seven points on this list are not applicable to Scotland. They may be replaced by (a) short Scottish secure tenancies and (b) tenancies at common law, which have no security of tenure.



will have a responsibility to consider whether the interference with the right to respect for the home (that eviction would involve) is justified.<sup>45</sup> Such justification involves the court being satisfied that the three requirements of Article 8 are met:

- that the possession claim is made ‘in accordance with the law’ (that is, that all necessary procedural requirements have been met and the decision to seek possession has been lawfully taken)
- that eviction is in pursuit of a legitimate aim (for example, to protect the rights and freedoms of others to enjoy their homes without interference), and
- that eviction is a necessary and proportionate response to what the occupier has done or failed to do.

The second and third of these factors essentially produce a balancing exercise between the human rights of the particular tenant or occupier and the rights of others. Cases at the extremes are easy to identify and determine. A tenant is highly unlikely to be lawfully evicted for a minor transgression of the tenancy but is highly likely to be lawfully evicted if engaged in a campaign of serious and violent anti-social behaviour. (Please see the section above for more information about anti-social behaviour.)

It would be advisable for the provider to be ready to establish its ability to meet the three conditions mentioned above so that

a court can swiftly decide whether there is any substance to the occupier’s complaint of a likely infringement of their human rights. Therefore, it would be good practice for providers to consider before even starting the process of seeking a possession order whether the eviction would be a justified interference with a tenant’s rights.

In some cases, the court hearing the possession claim may find that an eviction order is justified but that *immediate* loss of the home would not be justified. In those cases the court can use its powers to delay or defer eviction for such time as it believes necessary to avoid an infringement of the Convention Rights.<sup>46</sup>

### Social housing providers in Scotland

The preceding material is applicable to social housing providers in Scotland, subject to certain points indicated in the footnotes. Social housing providers operating in Scotland should be aware of two additional issues.

Firstly: some tenants in Scotland have a form of tenancy called the ‘short Scottish secure tenancy’. This gives tenants limited rights, and no security of tenure. Following recent decisions by the Supreme Court,<sup>47</sup> an issue has arisen as to whether the statutory scheme for the eviction of short Scottish secure tenants is compatible with the Convention Rights. This raises

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<sup>45</sup> *Manchester City Council v Pinnock* [2010] UKSC 45, SC and *Hounslow LBC v Powell* [2011] UKSC 8, SC.

<sup>46</sup> Subject to the constraints of housing legislation (e.g. in the case of a tenant with no security of tenure, the possession order cannot delay possession for more than 6 weeks in England or Wales: Housing Act 1980 s.89).

<sup>47</sup> *Manchester City Council v Pinnock* [2010] UKSC 45, SC, and *Hounslow LBC v Powell* [2011] UKSC 8, SC.

what is known as a ‘devolution issue’: because the Scottish Parliament is not permitted to make laws which are incompatible with Convention Rights, it is probable that some short Scottish secure tenants who are subject to eviction proceedings will now argue that the statutory provisions which allow them to be evicted are invalid and should not apply to them.

That issue could be resolved in various ways. The Courts may decide that the statutory provisions can be interpreted in a way that is compatible with the Convention Rights. If they are interpreted in a way which is compatible with Convention Rights, social housing providers will be bound by that interpretation. Alternatively, the Courts may decide that the legislation is incompatible with Convention Rights. If the Courts decide that the legislation is incompatible with Convention Rights it will be treated as having no effect. Alternatively, the Scottish Government could decide to amend the law before the Courts make any decision on whether or not it is compatible with Convention Rights. In the meantime, the surest course for the social housing provider seeking to evict a short Scottish secure tenant is to consider carefully whether the eviction is pursued for a good reason, and, if it is, to thoroughly examine whether it is ‘proportionate’ to evict the tenant.

In any event, it will remain possible to seek the eviction of a short Scottish secure tenant under the statutory provisions applicable to all Scottish secure tenants,

on the usual grounds such as rent arrears or anti-social behaviour.

Secondly: it will be necessary for social housing providers in Scotland to bear in mind the relevant Convention Rights in considering applications by tenants to assign or sublet Scottish secure tenancies. Assignment requests will be made where the prospective assignee has been living at the rented property for at least six months,<sup>48</sup> and presumably intends to stay there. The property may therefore be the assignee’s ‘home’ for the purposes of Article 8. That may also be the position in respect of an application to sublet.

Applications to assign and sublet are usually made where the tenant intends to leave the property (or has already left) and the proposed assignee/subtenant is moving in. In the event that the application is refused, this often results in the tenancy ending, and the proposed assignee or subtenant losing his home, because he has no right or title to remain there. In such cases, the proposed assignee or subtenant has a right to respect for his home, and the landlord will have to consider whether the rejection of the application to assign or sublet is a necessary and proportionate means of meeting its legitimate aim of managing its housing stock in the interests of all tenants and prospective tenants. That requires particularly careful consideration where the proposed assignee or subtenant is vulnerable as a result of mental illness, physical or learning disability, poor health or frailty, or for any other reason.

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**48** Under section 32(1)(b) of the Housing (Scotland) Act 2001.

## 6. How to make decisions which comply with the HRA

Chapter 3 explained that some social housing providers are required to comply with the HRA. If your organisation is subject to the Act, the decisions you make and the way you treat people with whom you come into contact in providing social housing should be compliant with the Convention Rights.

In this section we set out some questions you can ask yourself when making decisions about how to treat people, to check whether what you propose to do is likely to breach the HRA.

These questions can also help you to review your existing and proposed policies and procedures to check whether they are likely to result in decisions or treatment which comply with the HRA. Importantly, you should ensure that your policies allow individual circumstances to be taken into account in decision-making and avoid

application of blanket policies. This will allow you, where necessary, to consider whether what you intend to do is proportionate in individual cases.

These questions should be used to identify issues which you should explore more fully, but they are not a substitute for legal advice.

Social housing providers may wish to develop these questions into a form that can be used by all staff to assess any relevant policies or practices.

## 1. Does what I propose to do/my policy engage a human right protected by the Human Rights Act?

If **yes**, go to **question 2**.

If **no**, the decision or policy is likely to comply with the Human Rights Act. However, you should keep the decision or the operation of the policy under review to check it has the effect you had expected.

Some questions which might help you decide whether your decision or policy is likely to engage a Convention Right are:

- Article 2: Could it lead to a loss of life, or hamper your ability to respond to a threat to life?
- Article 3: Could it result in physical or mental harm, gross humiliation or indignity for a person? Could it leave a person in inhuman or degrading conditions? Could it hamper your ability to respond to this treatment by a third person or to investigate allegations of such treatment?
- Article 5: Could it result in a restriction on a person's liberty?
- Article 6: Does it involve a decision which might determine a person's civil rights, such as rights under a contract?
- Article 8: Could it undermine a person's enjoyment of his or her home? Could it interfere with a person's privacy? Could it lead to sharing of a person's personal information? Could it interfere with a person's right to spend time with family members and enjoy family life? Could it damage a person's reputation? Could it damage a person's dignity, or physical or mental autonomy? Could it interfere with a person's correspondence? Could it stop you protecting a person's home against external interference, such as anti-social behaviour or environmental problems?
- Article 9: Could it restrict a person's ability to practise or live according to his or her religion or beliefs?
- Article 10: Could it restrict a person's expression of ideas, opinions, a person's artistic expression, or a person's access to information?
- Article 11: Could it restrict a person's ability to associate with others, to join and leave organisations, or to demonstrate?
- Article 14: Could it have a negative impact on some people or groups in relation to an area protected by a Convention Right? Could it distinguish between people on the basis of a personal characteristic, such as gender, disability, or homeless status, in relation to an area protected by a Convention Right?
- Article 1 of Protocol 1: Could it result in someone losing their property, or restrict the way in which they enjoy or use it?

In order to answer these questions, you could consult people about the likely effect of the decision or policy, and look at data which gives you information about the likely affect of your decision and policy.



## 2. Is the right engaged an absolute right?

If **yes**, go to **question 5**.

If **no**, go to **question 3**.

## 3. Is the right engaged a limited right?

If **yes**, go to **question 6**.

If **no**, go to **question 4**.

## 4. Is the right a qualified right?

If **yes**, go to **question 8**.

## 5. Does what I propose to do restrict, limit, or interfere with the right?

If **yes**, the policy or decision is unlikely to comply with the Human Rights Act. Absolute rights cannot be restricted or limited in any way. You should consider how you could do things differently in order to comply with the Human Rights Act.

If **no**, the decision or policy is likely to comply with the Human Rights Act. However, you should check that your decision or policy does not have a negative impact on particular people or groups. You should also keep the decision or the operation of the policy under review to check it has the effect you had expected.

## 6. Does what I propose to do restrict the right?

If **yes**, go to **question 7**.

If **no**, the decision or policy is likely to comply with the Human Rights Act. However, you should check that your decision or policy does not have a negative impact on particular people or groups. You should also keep the decision or the operation of the policy under review to check it has the effect you had expected.

## 7. Does what I propose to do limit the right in the way set out in the Article containing the right?

If **yes**, the decision or policy is likely to comply with the Human Rights Act. However, you should check that your decision or policy does not have a negative impact on particular people or groups. You should also keep the decision or the operation of the policy under review to check it has the effect you had expected.

If **no**, the policy or decision is unlikely to comply with the Human Rights Act. Limited rights can only be restricted in the ways set out in the particular Article which protects the right. You should consider how you could do things differently in order to comply with the Human Rights Act.

## 8. What is the purpose behind what you are trying to do and is that purpose one of the permitted objectives? For Articles 8, 9 and 10, the permitted objectives are set out in the Article which protects the right. For Articles 14 and Article 1 of Protocol 1, the permitted objectives are not set out in the Articles, but you must have a 'legitimate aim'.

If **yes**, go to **question 9**.

If **no**, the policy or decision is unlikely to comply with the Human Rights Act. You can only restrict a qualified right for the purposes enumerated in the Article which protects the right in question. You should consider how you could do things differently in order to comply with the Human Rights Act.

## 9. Does the law allow you to do what you intend to do?

If **yes**, go to **question 10**.

If **no**, the policy or decision is unlikely to comply with the Human Rights Act. In order to restrict a qualified right, you must be acting in accordance with the law. You should consider how you could do things differently in order to comply with the Human Rights Act.

## 10. Is what you intend to do a 'proportionate' way of achieving your objective?

If **yes**, the decision or policy is likely to comply with the Human Rights Act. However, you should check that your decision or policy does not have a negative impact on particular people or groups. You should also keep the decision or the operation of the policy under review to check it has the effect you had expected.

If **no**, the policy or decision is unlikely to comply with the Human Rights Act. You can only restrict a qualified right in a way which is proportionate to the aim pursued. You should consider how you could do things differently in order to comply with the Human Rights Act.

The following considerations will help you consider whether what you intend to do is proportionate:

- Will your decision/policy help you achieve your objective?
- Are there other ways of achieving your objective which would be less harmful to a person's rights?
- Is the interference with the right kept to a minimum?
- What will be left of the person's right if you go ahead with the decision or policy? Would it make the right meaningless?

Generally, complaints about human rights are less likely to be made against social housing providers where providers have acted fairly, transparently and proportionately in their dealings with particular individuals.

### Records of decisions made

When complaints are pressed, providers will be better able to deal with them if decision-making about the matters complained of has been supported by clear record-keeping and a clear 'audit trail' of what was considered, when and by whom. Matters which might otherwise end up as claims of human rights infringements,

made to the courts or regulators, can often be avoided if service recipients are provided with clear written explanations of why relevant decisions have been taken, and given opportunities to make representations and in-house rights of review and/or appeal.

### Training on the Human Rights Act

It is in a social housing provider's best interests to ensure that all its housing and management staff have initial training on the relationship between human rights and social housing (with ready access to a copy of this guidance), and that such training is refreshed at regular intervals.

## 7. Is my organisation subject to other rules which affect public authorities?

The fact that your organisation is subject to the HRA because it carries out public functions does not mean that it is a public authority for all other purposes. Each law which regulates public authorities will have its own test for deciding which organisations are public authorities for the purposes of that law. For example:

- The rules regulating public procurement apply to ‘contracting authorities’. Contracting authorities are not defined by reference to whether or not they carry out ‘public functions’ under the HRA.
  - The obligations under the Freedom of Information Act and Freedom of Information (Scotland) Act apply to bodies listed in those Acts or designated as subject to the Act by the Secretary of State or Scottish Ministers.
  - The rules determining which bodies and acts are subject to judicial review are different from the rules which decide which bodies and acts are subject to the HRA. Many bodies which are subject to the HRA will be judicially reviewable on grounds other than human rights, but this is not automatically the case.
  - The fact that your organisation is carrying out public functions for the purposes of the HRA does not automatically bring it within the public sector borrowing regime.
- However, there are some other laws which apply to organisations which carry out public functions under the HRA. So if you are subject to the HRA because you carry out public functions, you will also be required to comply with these other laws. The section below explains briefly how the Equality Act 2010 (the Equality Act) applies to such bodies, but is not a comprehensive guide to your obligations. If you need to know more, you should seek legal advice and refer to the Equality Act Codes of Practice and guidance available on the Commission’s website.



### **Equality Act 2010**

The Equality Act 2010 requires any person or organisation which carries out public functions for the purposes of the HRA to have ‘due regard’ to how they can eliminate discrimination, advance equality of opportunity and foster good relations in doing so. This is a positive obligation requiring people to think proactively about how they can achieve these aims in the way that they go about their business. They must also attach appropriate weight to the need to do so. This duty is known as the ‘public sector equality duty’. The requirement to have due regard to the need to eliminate discrimination applies to all the ‘protected characteristics’

protected by the Equality Act: age, disability, gender reassignment, marriage or civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation. The second and third requirements (to have due regard to the need to advance equality of opportunity and foster good relations) apply to all of the protected characteristics apart from marriage or civil partnership. If your organisation is subject to the HRA, it will be subject to the public sector equality duty in carrying out its public functions. It will also be prohibited from discriminating against others in carrying out those functions. For further information, see Chapter 3.



# Appendix 1:

## The Convention Rights

This Appendix briefly explains the rights protected by the Human Rights Act. In addition to the rights described below, Article 6, 8 and 14 are described in Chapter 4. This is not an exhaustive explanation of the requirements of these rights. If you need more detail, you should seek legal advice.

### **Article 2: Right to life**

Article 2 is a limited right. Everybody has the right not to be deprived of their life except in the limited circumstances described in Article 2. Where you suspect someone's life is at risk, for example, as a result of domestic violence, you should take active steps to protect their life. You should also do so if someone lives under your care. If you work with people known to be dangerous, you should take steps to protect the public from such persons. This right can also require an official investigation into deaths.

### **Article 3: Prohibition of torture**

Nobody shall be subjected to torture, or to any treatment or punishment which is inhuman or degrading. This is an absolute right. It will never be justifiable to torture someone or subject them to inhuman or degrading treatment. You must not treat anyone in this way and must intervene to stop torture and inhuman or degrading treatment if you know it is happening to someone. For example if you know a child is being ill treated or a disabled person is

being harassed, you have a duty to take action to stop it. This right can also require an official investigation into allegations of torture and inhuman or degrading treatment.

### **Article 4: Prohibition of slavery and forced labour**

Article 4 is a limited right. Nobody can be owned by another person or made to do work that they have not agreed to do, except in the circumstances described in Article 4, such as when it is part of a sentence for a crime. If you suspect someone is being forced to work without suitable payment, you should take action to protect that person's rights.

### **Article 5: Right to liberty and security**

Article 5 is a limited right. Nobody can be detained or arrested, even for a short period, except in the specific circumstances described in Article 5. The right also sets out the steps which must be followed by those who have the power to arrest and detain others.

**Article 7: No punishment without law**

Nobody should be convicted of a criminal offence if the act or omission was not criminal at the time it was committed. Nobody should be given a punishment which is greater than the one that was applicable at the time they committed the crime. This is an absolute right.

**Article 9: Freedom of thought, conscience and religion**

Everyone has the right to hold religious beliefs, personal opinions and views without interference. This includes the right to change religion or belief, and not to hold any religion or belief. This is an absolute right.

People also have the right to practise, observe, teach and worship in accordance with their religion or belief, but this is a qualified right. It can be restricted, but only in accordance with the law in the interests of public safety, for the protection of public order, health or morals, or for the protection of the rights and freedoms of others, and only to the extent necessary to achieve one of these aims.

**Article 10: Freedom of expression**

Everyone has the right to hold and express opinions freely, even if they are unpopular. This includes expression through public speaking and by demonstrations and in leaflets, newspapers or on the internet. People also have the right to receive opinions and information. This is a qualified right. You may, therefore, place restrictions on this right, if your basis for doing so is set out in a law, if you do so for one of the specified reasons (in the interests of national security, territorial integrity or public

safety, for the prevention of disorder or crime, for the protection of health or morals, for the protection of the reputation or rights of others, for preventing the disclosure of information received in confidence, or for maintaining the authority and impartiality of the judiciary), and your interference with the right is no more than is necessary to achieve the aim. For example, if a person incites racial hatred, you can take action to stop it by reporting it to the police.

**Article 11: Freedom of assembly and association**

Everyone has the right to assemble and associate with other people in a peaceful way, including by holding demonstrations and forming or joining a trade union. Nobody can be forced to join a protest, or an association. This is also a qualified right. This means that you can only do something which interferes with this right in the interests of national security or public safety, for the prevention of disorder or crime, for the protection of health or morals or for the protection of the rights and freedoms of others and if you have a legal basis for doing so. You cannot interfere with it more than is necessary for those purposes.

**Article 12: Right to marry**

All men and women of marriageable age have the right to marry and found a family. The State can decide what marriageable age is. This is an absolute right.

**Article 1 of Protocol 1: Right to protection of property**

Everyone has the right to enjoy their property peacefully. 'Property' covers leases and personal property. This is a qualified right. You cannot take away

someone's property, or place restrictions on how they use it, unless you are doing so in the general interest and have a proper legal basis for doing so. You should also strike a fair balance between the rights of the individual and the general interest.

**Article 2 of Protocol 1: Right to education**

Nobody should be denied access to the educational system which exists. This does not create a right of access to any particular educational establishment. Parents' religious and other beliefs should be respected when their children are educated by the State. This is an absolute right.

**Article 3 of Protocol 1: Right to free elections**

The government must hold elections at reasonable intervals. The elections must enable people to vote in secret. This is an absolute right.



# Appendix 2:

## Glossary

**Absolute rights:** These are human rights which cannot be breached or restricted under any circumstances.

**ALMOs:** ALMOs are arms-length management organisations, which manage social housing stock on behalf of local authorities. The local authority retains the housing stock and controls the allocation policy.

**Article:** This is a section of an international treaty or convention. Each human right protected in the Human Rights Act is found in an Article of the European Convention of Human Rights or its Protocols.

**Convention:** This is an agreement between States. These international agreements are also called treaties.

**Convention Rights:** These are the human rights protected by the Human Rights Act.

**Declaration of incompatibility:** If a court or tribunal finds that a law is incompatible with the Convention Rights it can make a statement called a ‘declaration of incompatibility’. A declaration of incompatibility does not make a law invalid.

**ECHR:** In this guidance, ECHR is used as shorthand for the European Convention on Human Rights.

**ECtHR:** In this guidance, ECtHR is used as shorthand for the European Court of Human Rights. When a person thinks a State has breached its human rights, he or she can take a case to the European Court of Human Rights.

**Judicial Review:** This is a procedure which allows individuals to challenge acts or omissions of public bodies before the courts.

**Limited rights:** These are human rights which can be limited in the particular circumstances set out in the Article containing the right.

**Protocol:** A protocol is a later addition to a convention or treaty.

**Public function:** Broadly, a public function is a role or activity of a type normally carried out by the State. However, there is no list of public functions or specific definition of a public function. The courts decide on a case-by-case basis whether a particular activity is 'a function of a public nature'. The Court of Appeal recently decided that a housing association was carrying out a public function when allocating and managing social housing (including eviction), based on the circumstances of that case.

**Qualified rights:** These are human rights which can be limited to the extent necessary to achieve certain important objectives, like protecting public health, or security. Any restriction on an individual's human rights must be no greater than necessary to achieve the objective and must be otherwise in accordance with the law.

**Social housing:** Social housing is housing owned either by a local authority or housing associations, which is rented out, usually to people on low incomes. Rents in the social housing sector are kept low through State subsidy.

**Social housing providers:** Social housing providers are the bodies that own social housing.

**Statement of compatibility:** A Minister who presents a proposed law to the Westminster Parliament must make a statement called a statement of compatibility.

**Treaty:** This is an agreement between States. These international agreements are also called conventions.

**Victim:** In this guidance, the term 'victim' is used to refer to a person whose human rights have been, or are at risk of being, breached. Anyone can be a victim, not only citizens.

# Appendix 3:

## The Commission: Who we are and how we can help

The Equality and Human Rights Commission is a statutory body set up under the Equality Act 2006.

We are a National Human Rights Institution with an ‘A’ status accreditation from the United Nations (UN).<sup>49</sup>

Our job in relation to human rights is to:

- Encourage good practice in relation to human rights.
- Promote awareness, understanding and protection of human rights.
- Monitor the effectiveness of laws relating to equality and human rights and monitor and report progress towards identified desired outcomes.<sup>50</sup>

See the ‘Contact us’ information at the end of this guide to find out how to get in touch.

See the ‘Find out more’ section in Appendix 4 for a list of other organisations and resources that may provide further guidance.

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**49** In order to gain an ‘A’ status accreditation, we must be fully compliant with the Paris Principles. We were assessed according to a number of well-established criteria including composition and guarantees of independence and pluralism; having a mandate and adequate staff and budget to effectively protect and promote human rights; encouraging ratification of international human rights instruments; engagement with the international human rights system and cooperation with other National Human Rights Institutions.

**50** See section 9 of the Equality Act 2006.

# Appendix 4:

## Find out more

You can find out more about housing and human rights from the following organisations:

**British Institute of Human Rights**

[www.bihhr.org.uk](http://www.bihhr.org.uk)

**Chartered Institute of Housing**

[www.cih.org](http://www.cih.org)

**Department for Communities and Local Government**

[www.communities.gov.uk](http://www.communities.gov.uk)

**The Homes and Communities Agency**

[www.homesandcommunities.co.uk](http://www.homesandcommunities.co.uk)

**Housing Diversity Network**

[www.housingdiversitynetwork.org.uk](http://www.housingdiversitynetwork.org.uk)

**Housing Law Practitioners Association**

[www.hlpa.org.uk/cms/](http://www.hlpa.org.uk/cms/)

**The Law Society**

[www.lawsociety.org.uk](http://www.lawsociety.org.uk)

**Local Government Improvement and Development**

[www.idea.gov.uk](http://www.idea.gov.uk)

**National Housing Federation**

[www.housing.org.uk](http://www.housing.org.uk)

**Tenant Services Authority**

[www.tenantservicesauthority.org](http://www.tenantservicesauthority.org)



# Appendix 5:

## Advisory group members

The Commission would like to thank the following organisations for their advice and support in producing this guidance:

- Anchor
- Department for Communities and Local Government
- The Homes and Communities Agency
- Housing Diversity Network
- Housing Law Practitioners Association
- The Law Society of England and Wales
- National Housing Federation
- Oxfordshire County Council
- Tenant Services Authority

# Contact us

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0845 604 5530

## Wales

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### Helpline opening times:

Monday to Friday: 8am-6pm

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**[www.equalityhumanrights.com](http://www.equalityhumanrights.com)**

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