

Introduction

This policy describes Great Places approach to granting tenancies and managing a variety of tenancy related matters; recognising that social housing is a scarce and valuable national resource, with the demand for affordable, well maintained housing far exceeding availability.

The policy supports the delivery of commitments in the Great Communities section of our Corporate Plan and ensures that our customers have the peace of mind which comes from knowing they can stay in their home for as long as they want to.

It compliments both our Neighbourhood and Independence & Wellbeing Service Delivery Frameworks which define our approach to supporting customers to understand, take responsibility for and meet their responsibilities - whilst providing help and advice for those requiring additional support.

Context

Our Tenure & Tenancy Management Policy responds to the specific requirement set out in the Tenancy Standard to publish our approach to tenancy management and ensures that we issue tenancies that are compatible with:

- the purpose of the accommodation
- the needs of individual household
- the sustainability of the community
- and the efficient use of our housing stock

The policy also adheres to all applicable statutory and legal requirements in relation to the form and use of tenancy agreements or terms of occupation, including:

- Tenant Involvement and Empowerment Standard
- The Fraud Act 2006
- The Prevention of Social Housing Fraud Act 2013
- Housing Act 1985
- Housing Act 1988
- Localism Act 2011

Aims & Objectives

This policy aims to set out our high level commitment to ensuring the peace of mind that comes with security of tenure and ensure that we create and maintain sustainable tenancies in line with our corporate objectives.

The policy objectives are:

• To offer new customers occupancy terms which promote security of tenure and reflect the principles of our Service Delivery Frameworks;



- To respond positively to our customers' changing needs providing consistent advice on issues such as succession, assignment, mutual exchange and moving home;
- To maximise tenancy sustainability;
- To offer housing options advice to encourage customers to occupy a home which meets their household needs, signposting them towards other housing options at the appropriate times;
- To ensure our properties are occupied by our customers, proactively challenging suspected tenancy fraud;
- To ensure a tenancy comes to an end in a positive way for both our customer and Great Places

Security of Tenure

We cherish the principle of security of tenure, and see strong social, financial and administrative reasons to offer this to our new general needs customers.

Great Places will offer starter tenancies to customers in general needs homes whose previous tenancy was also a starter, introductory, or shorthold tenancy, they were a licensee, or they were previously living in the private sector. On successful and satisfactory conclusion of the starter period the customer will be offered an Assured Tenancy. Those customers moving into a Great Places home who previously held a secure or assured tenancy with a Council or Registered Provider will be offered an Assured Tenancy.

We will however use different occupancy agreements for supported and new tenure properties, which reflect both the unique nature and purpose of this stock, its management and specific customer needs.

The type of agreements we will use across our stock are detailed in Appendix 1.

Great Places will ensure that the principle of choice is at the heart of our offer to new tenants. We will work closely with our local authority partners to develop fairness and transparency in the application and allocation processes for both our social and affordable tenancies, so that applicants are clearly aware of the differences, pricing and the wider tenure options provided through Great Places and our local authority partners. All offers of accommodation will make it clear the tenancy type and rent status that the property is being offered on. Customers will have recourse to our complaints procedures should they wish to complain about the type of tenancy, rent type and charge they have been offered.

Great Places does recognise however that there may be occasions where the use of a fixed term tenancy is appropriate, for example to support efforts to maximise best use of specially adapted stock, deal with local housing management circumstances, or for asset management reasons pending a future disposal. We also recognise that our Local Authority partners may request that we use a fixed term tenancy to support their own local objectives. Whilst we do not envisage using this flexibility often, we will retain the option to offer a fixed term tenancy where we consider it is appropriate and reasonable to do so, though this is not our policy norm.

Tenancy Management

Great Places Service Delivery Frameworks and our patch based service model promotes a positive two way relationship with our customers. Our approach is to be pro-active, and able to respond positively to what will be unique, individual concerns working within broader policy guidance and housing law. As



appropriate we will ensure tenants are made aware of their statutory and contractual occupancy rights. On a case by case basis we are able to respond to key tenancy management matters such as:

Succession

Succession is a statutory right for a tenancy to be transferred to somebody else when the tenant dies. This is restricted by the tenancy type held and the relationship with the tenant. Where no prior succession has occurred, the legal rights based on different tenancy types are outlined in Appendix 2.

We do not offer any additional discretionary rights beyond those contained in the tenancy agreement. However, where a succession cannot be granted because there has already been a succession we may use our discretion and offer a new tenancy to someone who was living with the tenant. We also recognise there may be cases in which a vulnerable household member and/or partner is left in the property and to which there is no further right of succession. We will work sensitively with remaining household members in order to find a solution, which could include a transfer to more suitable accommodation, liaising with support agencies in cases of vulnerability and providing homelessness advice and assistance.

Assignment

Assignment is a common-law right to transfer the tenancy to somebody else while the tenant is still alive. However this is restricted by the tenancy type and clauses within the tenancy agreement. The rights based on each tenancy type are outlined in Appendix 3.

Some tenancy agreements state that Great Places consent is required or where assignment is at Great Places' discretion, approval will be subject to the following criteria:

- The tenancy agreement must allow for an assignment and;
- The applicant has a Court Order to approve the assignment or is otherwise legally entitled to request
 assignment, or the applicant is a family member (or household member in the case of discretionary
 assignment) who has been living in the home for a minimum of 12 months
- The applicant is legally allowed to have their own tenancy and is not subject to any legal action which would prohibit the assignment or immigration control.
- There are no other legitimate housing management reasons for refusing the assignment.

Mutual Exchange

Our approach is to promote of mutual exchange initiatives within and beyond our own stock through the use of local and national mobility schemes. Our consent and approach to Mutual Exchanges will be in line with the specific rights and legislation relating to the tenancy types of those involved in the exchange and protects the security of tenure of our customers. This is explained in detail in Appendix 4.

We recognise that customers may wish to move home for a number of competing and inter-related factors, such as employment opportunities, to provide care and support to family members, affordability concerns or to address issues of under-occupancy or overcrowding.



Alongside highlighting mutual exchange opportunities, our approach to supporting customers achieve their desired moves includes offering housing options advice on local registers, promoting local downsizing initiatives, and signposting customers to affordable home ownership options through Plumlife.

Sustainable Tenancies

Our Service Delivery Frameworks establish a two-way relationship with our customers which promotes independence, and the responsibilities which come with a Great Places tenancy - but with the offer of additional support if needed. This is reflected in a range of approaches and services focused on maximising tenancy sustainability.

The majority of our customers are in lower income ranges when compared against local, regional and national profiles. In this respect:

- Our approach to rent setting for the annual rent increase, for new properties and for conversions takes into account affordability considerations;
- Our Income management policy and approach supports tenants to maintain their tenancy and avoid unnecessary evictions;
- In allocating new homes we work with partner local authorities to ensure the right offer and support is being made, and on new development to ensure a broad and sustainable household mix is achieved;.
- We employ a range of roles to support customers to sustain their tenancies and improve their personal circumstances through volunteering, training and employment opportunities—Tenancy Coach, Support Workers, Employability Coach.
- We use data such as customer profiling information to undertake specific campaigns, for example to review utility costs and billing arrangements, to reduce household bills;
- We adopt measures which enable us to identify those tenancies at risk of failure due to factors such as household composition, change in circumstance, length of tenancy etc.

Household Need

Social housing is an increasingly scarce and valuable asset that provides stability to people in housing need. There is a considerable evidence base which highlights that in different areas different property types may be under or over occupied and this scarce national resource is not being used to its full potential. Whilst Great Places cherishes the peace of mind which comes from our customers enjoying security of tenure, we will also ensure existing tenants are made aware of their housing options as their circumstances change – be this through changes in household composition, or economic circumstance - and promote mobility for tenants to move within and between tenures.

Tenancy Fraud

As part of our two-way relationship Great Places acknowledges it has a duty to make the best use of its homes and ensure properties continue to be occupied by those who are authorised to do so. Tenants who benefit from social housing also have an obligation to act within the terms of their tenancy agreements and are subject to severe penalties should they commit tenancy fraud.



A raised awareness of tenancy fraud amongst colleagues and customers is important in the overall strategy to prevent and tackle tenancy fraud. In pro-actively tackling tenancy fraud we will:

- carry out a series of identification and verification checks to ensure that the prospective tenant and their applicant circumstances are correct, and that they are entitled to the property.
- carry out verification checks whenever a contact is made into Great Places by our customers.
- commit as a minimum to undertake an initial investigation into any report of tenancy fraud. Where there is sufficient evidence Great Places will consider legal remedies in order to repossess the property. Where possible customers will be encouraged to voluntarily surrender tenancies.
- work with Local Authorities partners to jointly tackle tenancy fraud and share information. We will also partner with them on any joint initiatives with other landlords working across our footprint.
- use available internal and external data to inform a proactive approach to managing tenancy fraud in our properties.

Moving On

Great Places recognises that not all of our customers will want to stay in their home forever. Our aim is that each tenancy is ended on the best possible terms, even where during the course of the tenancy management action has been taken or there is debt outstanding on the account.

We encourage customers to provide a full notice period, but are flexible enough to work with them in agreeing an end date and the return of keys. This is in our business interests and enables us to start preparing the property for our next customer.

Customers are advised of the importance of ending their tenancy on a clear note, and the consequences of not doing so in terms of future housing options and debt recovery.

Financial / value for money implications

Delivering value for money through this Tenancy policy and more generally our approach to tenancy management is about the right service delivered efficiently in a way that benefits our customers.

Our approach to promoting best use of stock, and challenging tenancy fraud, support value for money objectives at both local and national policy levels.

Implications for customers

Our customers are as diverse as the communities that they live in. We know that our customers welcome the peace of mind which comes from security of tenure and being issued with a robust and proportionate occupancy agreement. A safe secure home can improve wellbeing and support tenancy sustainment. The Service Delivery Framework promotes a two way relationship and colleagues will engage with customers in a way that will create trust and understanding.

Promoting best use of stock, and challenging tenancy fraud, will help to ensure that future customers currently in housing need are able to access and enjoy Great Places housing offer.



Equality and Diversity implications

This policy applies to all our properties and customers as appropriate. This has no bearing on the profile of the tenant including age, race, gender. It does not target or disproportionately affect any group of people based on any of the protected characteristics.

How performance will be monitored

There are a range of measures and performance indicators which enable Great Places to monitor the overall effectiveness of its approach to tenancy management and implementation of the Tenure & Tenancy Management Policy.

Customer Satisfaction is a Critical Success Factor for the business. Benchmarking performance sets our performance in context across the sector. We track this regularly as well as undertaking an annual ICS survey to understand how customers feel about us as a landlord. Our Tenancy Management Policy is well-placed to have a positive impact on this.

We also report to Board on tenancies that end within their first 12 months, a barometer of satisfaction of our newest customers and a way to ensure that our lettings are appropriate to create sustainable communities. This is in addition to reporting more generally on tenancy turnover at a number of levels from local to group wide.

Risk

The risks to delivering this policy include local staff not having the capacity, skills, or knowledge, to engage with customers to give ongoing tenancy management advice and support. The risks have been mitigated by the focus on the relevant staff being out and about with customers for most of their time, and having appropriate induction and ongoing professional development to be able to give accurate advice to customers on a wide range of issues.

Links to related policies

Rent & service charge setting

There are several principles in our Rent & Service charge policy and process to ensure that affordability is a key consideration.

Allocations Policy

We work closely with our local authority partners to develop fairness and transparency in the application and allocation processes for both our social and affordable tenancies, so that applicants are clearly aware of the differences, pricing and the wider tenure options provided through Great Places and other providers.

Neighbourhood and Scheme Management Policy

Tenancy sustainment and the broader impact of a positive tenancy supports the delivery of both policies



Anti-social Behaviour Policy

Working with our customers and alongside partner agencies to challenge and deal with neighbour nuisance and anti-social behaviour is a key part of our approach to sustainable tenancies and effective Tenancy management

Customer Voice Strategy

Feedback from our customers will help enable Great Places to understand the effectiveness of its approach to Tenancy management and the Tenancy policy.

Customer Experience Strategy

This strategy shapes the way we interact and provide services to our customers

Community Investment Strategy

This strategy in part informs the level of resource we target towards supporting customers to improve their circumstances and sustain their tenancies

I&W Strategy

This strategy in part informs the level of resource we target towards supporting customers to improve their circumstances and sustain their tenancies



Equality Impact Assessment

1. Is this a key strategic document,	Y	ES	N	10
major policy or procedure or service change?				,
Examples may include: Homeless			,	
Strategy/ Customer Involvement				
Strategy				
2. What impact will your document	HIGH	MEDIUM	LOW	DON'T
or service delivery change have on	111011	IVILDIOIVI	LOW	KNOW
the public or staff, giving particular				
regard to potential impacts on				
minority groups? Issues to consider include race,		√		
disability, gender, sexual orientation,		•		
religion, age, carers and other socio-				
economic factors				
3. Please explain your answer: Provide a narrative explaining why you gave the impact rating above.	The policy largely focuses on how Great Places will adhere to the regulatory standards and wider legislative framework. The policy does not represent a significant change from existing approaches. However the policy does have the potential to impact on a large number of customers. In some cases, seeking eviction or refusal of a succession / assignment / exchange might amount to "unfavourable treatment" for a reason relating to a person's disability (including mental health disability) as described in Section 15 of the Equality Act 2010. In such cases, it is particularly important to demonstrate that our decision is a proportionate means of achieving a legitimate aim. Each decision will be made carefully and in line with all relevant legislation. In some cases, we may receive requests to make "reasonable adjustments" to our policy or procedure in accordance with Section 20 and Schedule 4 to the Equality Act 2010, to avoid or reduce disadvantage to disabled people. Such requests will be considered on a case by case basis and balanced against the purposes of this policy and the interests of Great Places, other residents and applicants for social housing, and other organisations.			

- 1. If, for question 2 you have answered LOW, there is no need to continue to an Equality Impact Assessment.
- 2. If, for question 2 you have answered DON'T KNOW, please discuss with a member of the EIA Group who can confirm whether an EIA is required.
- 3. If you have answered YES to question 1, and you have identified MEDIUM or HIGH impact in 2, you should move on to an Equality Impact Assessment and complete the section below:

Safeguarding impact Policy Review Date:

Level of Authorisation Required:

Lead Team:



If you have completed a full Equality Impact Assessment please provide the following:	
What are the main conclusions of the Equality Impact Assessment? (Q10 from the full EIA form)	
N/A	
As a result of these conclusions what actions (if any) will be included in your business actions	
and wider review processes? (Q11 from the full EIA form)	
N/A	
Policy Approval Date:	
Fauality Impact Δssessment Date:	



APPENDIX 1 – Great Places Occupancy Agreements

Tenancy Type	Will be offered to
Starter tenancy (Assured Shorthold Tenancy) 12 months This will be converted into a full Assured Tenancy if the Starter Tenancy is conducted satisfactorily Assured Tenancy	 Customers who have not held an Assured or Secure Tenancy with another Registered Provider immediately before moving into the vacant property. Customers with an existing Assured tenancy (either Great Places or with another Registered Provider) who transfer/move in to a vacant property
Secure Tenancy	Customers that have been a continuous tenant of Great Places since before 15th January 1989.
Assured tenancy with preserved rights	Customers that were previous tenants of a local authority whose home transferred to Great Places via stock transfer were asked to sign an assured tenancy agreement with preserved rights as housing associations cannot issue a new secure tenancy. This allows customers to retain the Right to Buy and some additional tenancy rights.
Licence agreement	 Customers in rooms/flats in short-term supported accommodation Customers renting garages or car parking spaces Customers being decanted during major works to their homes
Assured Shorthold Tenancy (AST) 6 months fixed term to maximum 5 years. In some cases becoming periodic AST after the fixed term has expired.	 Customers living in intermediate/market rented/RTHB properties Customers living in supported housing resettlement/move-on schemes Customers whose properties have been purchased via the Mortgage Rescue Scheme Customers living in keyworker properties



	 Customers with limited leave to remain in the UK, but with rights to access social housing and welfare benefits
Equitable Agreements	Customers who are under 18 years of age in general needs homes and Independence & Wellbeing properties where tenancies are used.



APPENDIX 2 – Succession Rights by Tenancy Agreement

Tenancy Type	Succession
Assured (non-shorthold)	Statutory Succession - a spouse or civil
	partner (or person cohabiting with the
	tenant as spouse or civil partner). Where
	the tenancy was granted on or after 1 April
	2012, if there is a person who would clearly
	qualify for succession under the terms of
	the tenancy then succession takes place
	automatically without Great Places'
	consent or approval.
	Discretion - Great Places may award a new
	tenancy to other members of the
	household who:
	lived with the tenant for 12 months
	prior to their death, or
	were looking after the tenant or accept
	responsibility for the tenant's
	dependents and would be made
	homeless if required to vacate the
	home.
	Discretionary succession will be subject to
	the suitability of the property and the
	successor's eligibility to be a tenant.
Assured Shorthold	Assured Shorthold tenants have the same
	rights (to statutory and discretionary
	succession as Assured (non-shorthold)
	tenants. The successor would succeed to
	the existing Assured Shorthold agreement
	and the conversion date to non-shorthold
	would remain the same.
Secure, pre April 2012	Statutory Succession - qualifying persons
	are defined as:
	the spouse or civil partner who was
	occupying the property as a their only
	or principal home at the time of the
	tenant's death, or
	(if there was no spouse or civil partner
	who was occupying the property as a
	their only or principal home at the time
	of the tenant's death) then a member
	of the tenants family who lived with the
	tenant for 12 months before the
	tenant's death and who was occupying
	the property as a their only or principal



	home at the time of the tenant's death. A member of the tenant's family is defined as: Parent, Grandparent, Child, Grandchild, Brother, Sister, Uncle, Aunt, Nephew, Niece (N.B. half-brothers and half-sisters are counted; step-children/parents are counted; adopted relations are counted but
Secure, post April 2012, including Oldham	foster relations are not) Discretionary succession is not available for secure tenancies dating pre April 2012. Statutory Succession - the spouse or civil
PFI	partner (or person cohabiting with the tenant as spouse or civil partner) of the deceased tenant who is living in the property as their only or principal home at the time of the tenant's death. Discretion - Great Places may award a new tenancy to other members of the household who: Iived with the tenant for 12 months prior to their death, or were looking after the tenant or accept responsibility for the tenant's dependents and would be made homeless if required to vacate the home. Discretionary succession will be subject to the suitability of the property and the successor's eligibility to be a tenant.
Introductory Tenancy e.g. managed by Great Places on behalf of a Local Authority inc. Oldham PFI Introductory Tenancies	If an introductory tenant dies the tenancy may be passed on to a qualifying successor. The criteria for Secure tenancies post 1st
Demoted (Assured Shorthold)	April 2012 applies. An Assured (non-shorthold) tenancy may be changed to a Demoted Assured Shorthold by Court order. However, the rights of succession remain the same as a normal Assured Shorthold tenancy.
Demoted Secure	A Secure tenancy may be changed to a Demoted Tenancy for 12 months by Court order. A person is qualified to succeed the demoted tenant if the occupy the property as their only or principal home at the time of the tenant's death, they are a member of



the tenant's family (including spouse, civil partner or other family member as relating to secure tenancies), and they have resided with the tenant throughout the period of 12 months immediately before the tenant's death.

Discretionary succession is not available for demoted tenancies.



APPENDIX 3 – Assignment Rights by Tenancy Agreement

Tenancy Type	Assignment
Assured (non-shorthold)	At the discretion of Great Places and may
	apply in the following circumstances:
	By result of a court order e.g. following
	relationship breakdown
	Through mutual exchange
	Other exceptional circumstances
Assured Shorthold	Great Places will usually not exercise its
	discretion to assign Starter (Assured
	shorthold) tenancies except to comply with
	a court order.
Secure, (pre and post April 2012, including	Can only be assigned under the following
Oldham PFI)	circumstances:
	By result of a court order e.g. following
	relationship breakdown
	Through mutual exchange
	To a person who would have qualified
	for succession if the tenant had died
Introductory Tenancy e.g. managed by	Can only be assigned under the following
Great Places on behalf of a Local Authority	circumstances:
inc. Oldham PFI Introductory Tenancies	By result of a court order e.g. following
	relationship breakdown
	To a person who would have qualified
	for succession if the tenant had died
Demoted (Assured Shorthold)	A demoted Assured Shorthold tenancy may
	only be assigned if there are provisions to
	do so within the tenancy agreement.
Demoted Secure	A demoted "Secure" tenant does not have
	the right to mutual exchange or to assign to
	a potential successor. It can only be
	assigned on relationship breakdown or for
	the benefit of children.

Assignment - Sole to Joint

If the tenancy agreement allows assignment into joint names and there is no legitimate housing management reason for refusal, a deed to assign the tenancy from a sole tenant to joint names should be completed. If assignment is not possible then Great Places may exercise discretion and agree to grant a new tenancy agreement in both names.

Assignment - Joint to Sole

If a customer requests that a joint tenant is removed from a joint tenancy; including assignment from joint to sole, the tenancy agreement should be checked to see if it is capable of being assigned into a sole name



without a court order. If the tenancy agreement permits assignment in this way a deed of assignment should be completed.

If an application is being made by a tenant because one of the joint tenants are missing from the home due to a divorce or separation, the tenant should normally apply to the County Court for an order, allowing the tenancy to be assigned or transferred to them in their sole name. Only an order for the transfer of a tenancy under the Family Law Act 1996 will result in an automatic transfer to sole names. If there are arrears outstanding these cannot be passed on unless made an explicit condition of the court order.

If assignment is not possible then Great Places may exercise discretion and agree to grant a new tenancy agreement in the sole name of the remaining tenant.

In some cases it will not be possible to authorise the removal of a tenant from the joint tenancy.



APPENDIX 4 – Mutual Exchange Consent Guidance

Participating Tenancy Types	Decision & Approach
Secure Tenants:	Secure tenants have the right to exchange their tenancy with another individual by way of mutual assignment.
Assured (non-shorthold) Tenants Assured Shorthold Tenants	Great Places has included an express right in the relevant tenancy agreement which permits mutual exchange for Assured (nonshorthold) tenants. Great Places does not permit mutual
Secure and Assured Tenants (pre-2012):	exchange for Assured Shorthold Tenants. Secure tenants and Assured Tenants whose tenancies were issued before 1st April 2012 have the right to be issued with an equivalent secure or assured tenancy if they exchange. Provision is made in the policy below to ensure this right is protected when exchanging with other types of tenant.
Secure Tenants (pre-2012) exchanging with a Flexible or Fixed-term Tenant	Where one of the tenants wishing to exchange has a Secure tenancy, which began before 1st April 2012, and the other has a flexible tenancy or a fixed-term Assured Shorthold tenancy the exchange must be through the surrender and granting of new tenancies rather than traditional mutual exchange. The original security of tenure held by the Secure tenant is therefore protected. The Grounds for refusal of this type of mutual exchange are set out in Schedule 14 of the Localism Act 2011. If consent is withheld the applicant will be informed within the statutory timescale of 42 days. In cases where there are tenancy breaches such as rent arrears Great Places can give conditional consent requiring the tenant to pay the outstanding rent or remedy the breach under the Housing Act 1985 s92 (5).



Secure Tenants (pre or post 2012) exchanging with an Assured or Secure Tenant	An application for mutual exchange from a Secure tenant (pre or post April 2012) can only be refused on the grounds as stated in Schedule 3 of the Housing Act 1985 if the tenant is exchanging with another secure or assured tenant. If consent is withheld the applicant will be informed within the statutory timescale of 42 days. In cases where there are tenancy breaches such as rent arrears Great Places can give conditional consent requiring the tenant to pay the outstanding rent or remedy the breach under the Housing Act 1985 s92 (5).
Assured Tenants (pre-2012) exchanging with a Flexible or Fixed-term Tenant	Where one of the tenants wishing to exchange has an Assured (non-shorthold) tenancy, which began before 1st April 2012, and the other has a flexible tenancy or a fixed-term Assured Shorthold tenancy the exchange must be through the surrender and granting of new tenancies rather than traditional mutual exchange. The original security of tenure held by the Assured tenant is therefore protected. The Grounds for refusal of this type of mutual exchange are set out in Schedule 14 of the Localism Act 2011. If consent is withheld the applicant will be informed within 42 days
Assured Tenants (pre and post 2012) exchanging with an Assured or Secure Tenant	If the Tenancy Agreement permits assignment with consent from the landlord Great Places will not unreasonably withhold consent for mutual exchange unless there are legitimate housing management reasons. If consent is withheld the applicant will be informed within the statutory timescale of 42 days. Great Places may refuse consent or attach conditions for reasons such as; • Rent arrears • Applicants (or their family or visitors to the property) are subject to or being investigated for ASB enforcement or legal action as a result of breaching the conditions of the tenancy or other grounds for



possession
The property owned by Great Places
and subject to the exchange is not
deemed to be suitable for the needs
of the incoming tenant and their
family
 The property condition is not
deemed adequate or there are
rechargeable repairs outstanding