



HOUSING MANAGEMENT POLICY

**(for General Needs, Sheltered, Extra Care and
Community Support Services services)**

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1.0 Introduction

1.1 This policy sets out CHS's approach to many aspects of Housing and Tenancy Management. It is supported by separate procedures for employees to follow.

1.2 CHS provides a range of housing services for different customer groups and with different tenures. This policy refers to policies for general needs homes, supported housing, sheltered and extra care homes. Any policy variation between these services will be set out below.

1.3 CHS takes into account the relevant Regulatory and Legal obligations relevant to this policy. There are various acts of Parliament setting out legislative requirements, and the Regulatory Standards of the Regulator for Social Housing set out other obligations. CHS will also have regard to the policies of its partner local authorities, for example in relation to tenure strategies and approaches to meeting housing need and homelessness.

2.0 Aims of the policy

2.1 To give clarity to both CHS staff and customers in how CHS approaches housing management issues, and to ensure consistency.

2.2 To ensure that CHS provides a high quality of housing management for all homes, ensuring that we provide support, sustain tenancies, make best use of available homes and meet the financial objectives of CHS.

3.0 Scope of Policy

3.1 This policy is designed to give guidance on a range of management issues for current tenancies and in relation to the various changes to tenancy conditions that may occur in CHS's General Needs housing and, unless otherwise stated, to Sheltered / Extra Care housing and Community Support Services.

3.2 The policy covers the following areas :

- Tenure Policy
- Rent Arrears
- Pets
- Gardens / estate management
- Parking & Abandoned vehicles
- Tenancy support / sustainment
- Cluttered homes / hoarding
- Under-occupation
- Sub-letting
- Tenancy Fraud
- Unauthorised occupation
- Relationship breakdown
- Termination of tenancies
- Abandonment of tenancies
- Evictions
- Succession of tenancies

There are separate policies for the following:

- Anti-social behaviour
- Complaints

- Home Loss and Temporary Home Transfer Policy
- Domestic Abuse
- Drugs, Alcohol & Substance Use
- Lettings
- Mutual Exchanges
- Recharges
- Rent Policy
- Safeguarding
- Service Charges
- Starter Tenancy Policy

4.0 Tenure Policy

4.1 CHS is required by the Regulator to have a Tenure Policy that has regard to Local Authorities' Tenancy Strategies, which vary across CHS's seven local authority partners. CHS's approach to tenure is based on analysis of the potential implications of fixed term tenancies, and the appropriate tenure for each type of accommodation we provide.

4.2 Joint tenancies are granted to spouses / partners who are jointly named on the Homelink housing application, or where the single applicant wishes to hold a joint tenancy with their partner. Joint tenancies are not available in Supported Housing and are not granted to siblings or to a parent and child.

Types of tenancy granted

4.3 Starter tenancies - CHS offers Starter tenancies to those customers taking up a new tenancy in general needs homes, which become Assured tenancies after one year unless CHS decides that it is appropriate to end the tenancy or to extend it for a further six months. A separate Starter Tenancy policy covers this in more detail.

4.4 Fixed term tenancy

The only circumstance in which CHS will grant a fixed term tenancy is where it provides accommodation for households nominated to it by local authorities under the provision of Refugee Resettlement programmes where the local authority requests a fixed term tenancy. The Fixed Term will usually be for five years in line with families' Leave To Remain in the UK. The Tenancy will include a 12 month Starter period, and is reviewed at least 8 months in advance of the end of the fixed term in order that CHS can give 6 months' notice to the tenant of whether it will be renewed. The circumstances under which CHS may decide not to renew these fixed-term tenancies are:

- the property is adapted and no-one residing at the property requires adaptations;
- the property is under-occupied;
- the household's financial circumstances have changed so that other housing options are available such as home ownership, renting at full market value and other tenures;
- any breaches of tenancy or tenancy fraud are identified during the fixed term tenancy review process (which have or would result in enforcement action);
- the tenant and/or their advocate do not engage in the fixed term tenancy review;
- works are planned on a property in the next 5 years (which require its re-development or demolition);
- the tenant no longer has the right to reside or remain in the UK.

4.5 Sheltered / Extra Care homes

Assured tenancies are granted at the outset for homes in sheltered and extra care schemes, without a 'starter' period. All tenants must meet the sheltered housing age criteria (over 55) and planning regulation requirements for the scheme – such as local connection.

4.6 Community Support Services

The type of tenure granted in Community Support Services schemes will depend on the nature of the scheme e.g. some may require a licence, some an assured shorthold tenancy.

4.7 Joint to Sole tenancy

Where a couple who are joint tenants separate and come to an agreement that one of them wishes to remain in the home as a sole tenant, they should discuss this with CHS. If CHS agrees (i.e. the property would be suitable) and the remaining customer is prepared to take sole responsibility for any remaining rent arrears or other tenancy breaches then it would allow an assignment of the joint tenancy by both joint tenants to the remaining customer as a sole tenancy. This would be carried out by a Deed of Assignment. (see also para 15 on relationship breakdown and domestic abuse)

4.8 Sole to joint tenancy

Where a sole tenant wishes to create a joint tenancy with a partner or spouse they may do so only with CHS permission (except in Community Support Services in which such conversions are not allowed). CHS will advise the original sole tenant of the implications for their own future security by adding a new joint tenant and usually require the original sole tenant to wait for 12 months after beginning to co-habit before considering a joint tenancy. We also explain the implications of marriage in creating occupation rights for the spouse regardless of whether they are a joint tenant. Once CHS permission is granted it is necessary to terminate the sole tenancy (by Notice To Quit given by the tenant) and grant a new joint tenancy agreement. CHS may not give such permission for certain reasons including where there are outstanding rent arrears (as they would become former tenancy arrears on grant of a new tenancy) or other housing-related debts or breaches of tenancy. Tenants wishing to add or create a tenancy will need to ensure they obtain their own independent legal advice to understand the implications of creating a joint tenancy.

5.0 Rent Arrears Policy

5.1 CHS's policy is to avoid any customers' arrears reaching a serious level or leading to eviction; and to create a payment culture which emphasises prompt payment. We promote direct debit as the default payment method although other methods are available for those with less stable finances. CHS uses various ways to stress the importance of paying rent and to encourage contact, such as newsletters and the online portal. We also use information technology (including 'Call2Collect' phone contact) and wider processes to maximise information for customers and work effectively; for example we process payments promptly, produce easy to read rent statements, and submit on-line court applications. We have the on-line customer portal, 'myCHS' for customers to check their balance and get in touch with CHS.

5.2 Anyone who allows themselves to intentionally fall into rent arrears faces losing their home and this could impact any future entitlement to housing. Our arrears procedures combine swift action with flexibility to negotiate with customers to take account of

individual circumstances. Letters and visits to customers are combined in a way that emphasises the seriousness and formality of action taken; combined with pragmatic agreements about repayment of arrears, and personal contact between staff and customers to emphasise the principle of working together to solve a problem. Less formal contact includes visiting, phoning, texting and e-mailing customers – officers should find out which works well for individual customers. Customers must be made aware at all stages that the ultimate sanction is eviction, but this is the last resort when all other action fails. We notify the local authority about customers at risk of eviction to request further support to prevent homelessness where possible.

5.3 An important part of CHS's support for households with genuine financial difficulties is our in-house money and debt advice service, and signposting to external advice agencies. For general needs housing this support begins with our pre-tenancy contact with customers, all of whom are offered support by the Money Matters team; this is fast-tracked where the Housing Officer identifies difficulties at the pre-tenancy stage.

5.4 The introduction of welfare reforms including Universal Credit has transformed the landscape for low income households and CHS is conscious that these changes can be confusing and stressful. CHS engages pro-actively with agencies handling welfare benefit claims including the Department for Work and Pensions and with partner agencies providing support for households in financial crisis.

5.5 Action taken for income recovery should take account of personal profiling information, such as disability or support needs, as well as other individual circumstances including ill-health, unemployment, young children or domestic abuse.

5.6 There are separate step-by-step procedures and timescales for the different CHS services responsible for managing rent arrears.

6.0 Pets Policy

6.1 CHS recognises that keeping pets can offer significant health and social benefits to their owners and we support responsible pet ownership. However irresponsible ownership can cause nuisance and affect the quality of life for other residents in an area. Tenants must ask CHS for permission in advance to keep most pets and CHS will not unreasonably withhold consent. Written consent is not required for small animals such as hamsters, fish, small reptiles, or small birds so long as they are quiet and where appropriate, caged. Consent is required for other animals requiring outdoor space e.g. rabbits, and for exotic pets or animals that could pose a safety risk to the household or neighbours should they escape.

6.2 CHS will normally give consent for one dog to be kept, so long as the tenant has their own external door and exclusive use of a garden; we will not give consent where the facilities are not suitable e.g. no direct access to outside space. However consent may be given where a tenant requires a guide dog; or a support dog if confirmed by a healthcare/support professional and so long as there are adequate arrangements for the welfare of the dog and it would not cause a nuisance to neighbours. 'where consent is requested for more than one dog, CHS will investigate in more depth whether the proposal would have a negative impact on neighbours and would not grant consent where there is a concern about this.' We will not allow dogs covered by the Dangerous Dogs Act 1991, or where we feel that a dog could pose a risk to neighbours.

6.3 Permission for cats will usually be granted so long as it is possible to let the cat outside regularly, so homes with a shared entrance will not normally be considered suitable. Exceptions may be made for cats kept permanently indoors for welfare reasons.

6.4 Where CHS grants consent for a pet it is on the condition that the pet is looked after responsibly and meeting the standards of the Animal Welfare Act 2006; and does not cause nuisance such as noise, dog fouling not being cleared up, aggressive behaviour or not being kept on a lead in common areas. Further guidance is provided in the tenancy handbook; where CHS concludes that keeping a pet is no longer appropriate, it may withdraw its consent and require the pet to be removed. Refusal to remove the pet, or keeping a pet without our consent, may lead to enforcement action and in serious cases, eviction.

7.0 Gardens / Estate Management

7.1 Tenants with their own private garden have an obligation to keep it tidy and cultivated in order to avoid creating a nuisance to neighbours or encouraging vermin. We expect our residents to be considerate of their neighbours and the impact a neglected garden can have on them. This means making sure that rubbish is disposed of in appropriate bins and other items such as shopping trolleys, mattresses, fridges etc. are not dumped in gardens; grass is kept to a reasonable height, plants and trees are regularly pruned and kept to a reasonable height, weeds are controlled, pet fouling is cleaned up each day and any infestations are dealt with. Residents are normally responsible for carrying out work on any trees in their own gardens, and will need consent from us for major work such as felling or significant pruning. Where trees are protected by preservation orders written consent is also required from the local planning authority. Where we receive complaints of overgrown or untidy gardens or become aware of them we will encourage residents to try and resolve the problem themselves first, but we will take action to make sure the garden is improved.

7.2 CHS aims to keep the neighbourhood and communal areas in its management clean and safe, with an overall appearance that reflects the pride we and residents take in their environment. General needs schemes larger than 12 homes are inspected every 3 months by the Housing Officer, where possible jointly with a volunteer resident Estate inspector.

7.3 We work in partnership with customers e.g. by encouraging them to become Estate Inspectors and by giving regular feedback on how well their neighbourhood / scheme is being maintained, and in working jointly with CHS to procure new contractors to provide estate services.

8.0 Parking & Abandoned Vehicles

8.1 The amount of space for parking vehicles will vary between CHS schemes, with some sites having no on-site provision for parking, while others homes may have in-curtilage parking spaces or spaces allocated to specific households. CHS does not charge additional rent for designated spaces, and does not guarantee that parking will be available. As parking space is often in short supply, and to limit the amount of nuisance caused to neighbours, CHS does not permit the storage of unroadworthy cars on its land. Residents will be given sufficient notice to remove unroadworthy cars, after which CHS reserves the right to have such vehicles removed and to recharge the resident.

8.2 Customers may need to maintain their cars in their own or a shared parking space, however CHS does not permit frequent or major car maintenance as this is liable to cause nuisance to neighbours or to damage roadway surfaces. It is also a tenancy condition not to park any vehicle over five meters in length or to keep boats, caravans or motor racing vehicles on CHS land without the explicit consent of CHS.

8.3 Where neighbours get involved in disputes about the use of parking spaces CHS will advise on their responsibilities and tenancy conditions and will expect neighbours to resolve disputes between each other unless tenancy conditions are being breached.

9.0 Tenancy Support

9.1 CHS's supported housing and older people's services provide support for service users to maintain their tenancy/licence through the support or housing team at the service. Where appropriate, referrals are also made to specialist services to provide additional support.

9.2 For general needs tenancies, CHS uses the role of Tenancy Support Officer to work with those tenants whose tenancies are at risk without support and the support is unavailable from other agencies. Even where the tenancy is not at risk this support may help to free up Housing Officer capacity and provide a more specialised expertise e.g. in mental health.

10.0 Cluttered homes / hoarding

10.1 'Hoarding' is the excessive collection and retention of any material to the point that it impedes day to day functioning. It is a complex mental health condition that can have a destructive impact on the life chances of the hoarder. CHS takes a non-judgemental approach which balances the needs of the individual against the severity of the impact that their hoarding has on them, the property and neighbouring residents.

10.2 People who display hoarding behaviour are at high risk of injury or death as a result of a fire. There is also a risk of impact to neighbours e.g. vermin, smells, outdoor appearance, risk of fire. There is also a risk to CHS resources e.g. clearing clutter to comply with legal notices, enforcing tenancy conditions and re-arranging contractor visits.

10.3 CHS is a signatory of the Cambridgeshire and Peterborough Multi-agency Protocol for Working with people who display hoarding behaviour which offers guidance and a framework for multi-agency partners to work together using an outcomes-based model. The protocol recognises that responding to a situation which involves a person compulsively hoarding is highly complex, as it involves risk to life, is subject to more than one area of legislation and involves the health and wellbeing of the person at risk and any others in the household. CHS works closely with Cambridgeshire Fire & Rescue officers to monitor and reduce the risk to life of hoarding behaviour, including the installation of additional fire safety equipment to those at most risk.

10.4 CHS aims to take a balanced approach which supports a person to reduce severe hoarding, and protects the interests of neighbours affected by it. In severe cases CHS may be forced to take tenancy enforcement action where a person is unwilling to co-

operate with us or partner agencies. Legal action will be carefully considered and agreed by the Head of Housing Management or above.

10.5 The Care Act 2014 recognises hoarding as one of the manifestations of self-neglect and requires all public bodies to safeguard people at risk. For adults who have a need for care and support, CHS will make referrals to MASH (Multi Agency Safeguarding Hub) where they are experiencing or at risk of neglect and as a result of those care and support needs and are unable to protect themselves from the risk or experience of abuse or neglect. See the CHS Safeguarding Policy for Adults for more guidance.

11.0 Under-occupation

11.1 CHS homes may become under-occupied over time due to changes in a household. This may lead to a tenant's home being much larger than they need and could be better used by a larger household, and they may have housing benefit restricted due to spare bedrooms. CHS will help tenants who are willing to down-size to a more suitable home e.g. by supporting Homelink applications and mutual exchanges, and offering a down-sizing payment for each bedroom freed up by a move (usually £300 per room downsized subject to annual budget resources).

11.2 Tenancies issued from 2015 onwards allow CHS to offer alternative accommodation to a tenant with two or more spare bedrooms, and if such suitable accommodation is refused, to seek possession on discretionary grounds. CHS would assess each case on its merits when it becomes aware of such under-occupation and discuss the options carefully with the tenant. Factors involved in such a decision would include affordability, health, location of work / schools, availability of alternative homes and best use of CHS housing stock. CHS would also ensure that any alternative accommodation offered is suitable for the household and make every attempt to work co-operatively to produce a positive downsizing outcome.

12.0 Sub-letting

12.1 In general needs homes an Assured tenant may sub-let a part of their home (i.e. take in a lodger) so long as this does not cause the home to become overcrowded, although they must also inform CHS of the lodger's name.

12.2 Sheltered and extra care housing tenants are not permitted to take in lodgers.

12.3 Licensees/ shorthold tenants in supported housing are not permitted to take in lodgers.

12.4 CHS does not allow tenants to sub-let the whole home and move out themselves (see below re Tenancy Fraud and unauthorised occupation).

13.0 Tenancy Fraud

13.1 CHS has a corporate Anti-Fraud and Corruption Policy Statement and our work in preventing tenancy fraud is within that overall corporate remit. The Prevention of Social Housing Fraud Act 2013 applies to social housing tenancies. It is an offence for a tenant to sublet all or part of their home and to cease to occupy it themselves as their principal home.

13.2 The local authority has the power to prosecute for tenancy fraud under the 2013 Act. Where CHS believes a tenant has committed tenancy fraud we will advise the

relevant local authority team, which could consider criminal proceedings (including an unlawful profit order in favour of CHS), and also assist us with gathering evidence of the fraud e.g. a benefit application at another address, council tax records. Such evidence would be reviewed to make a case to apply for possession of the property. Once CHS believes the evidence confirms sub-letting / fraud we would contact the tenant to give them the opportunity to end the tenancy immediately. They would be responsible for ensuring that any unauthorised occupiers also leave the home in addition to the normal end of tenancy obligations. If such occupiers do not leave the home CHS will take legal action to remove them - see below re unauthorised occupation.

13.3 Tenancy fraud also includes providing false information to obtain a tenancy. Where CHS finds such falsification (e.g. of local connection, household size) has led us to offer a tenancy which we would not otherwise have offered, CHS may seek to use Ground 17 of the Housing Act 1996 to end the tenancy.

13.4 Our tenancy fraud prevention work includes:

- Meeting all new tenants in person before they sign the tenancy agreement and requiring photographic proof of their ID;
- Requesting evidence of local connection to a scheme where the requirement exists;
- keeping on file a photograph of the tenant / joint tenants;
- members of staff in contact with our tenants are required to report to the Housing Officer any unusual circumstances which may indicate tenancy fraud (for example, that 'visitors' always seem to be present but not the tenant)

14.0 Unauthorised Occupation

14.1 If a property is no longer the tenant's only or principal home the tenancy loses its security of tenure and may be terminated by a Notice to Quit served by CHS. CHS can then require any remaining occupier to leave and seek possession by court action. The Notice to Quit will be served in conjunction with a Notice of Seeking Possession without prejudice to the Notice To Quit so that CHS has the option of taking possession action based on breach of tenancy if the tenant returns to the home prior to expiry of the Notice to Quit. Where possible the unauthorised occupier will be named by CHS as a defendant in the possession proceedings so that CHS can seek an order for damages for use and occupation after the Notice to Quit expires. Where an otherwise empty CHS property becomes occupied (squatted) without our authority CHS will also take prompt legal steps to have the unauthorised occupier removed.

15.0 Relationship breakdown

15.1 CHS advises any couples who are separating to seek independent legal advice in relation to tenancy and other related issues. However CHS will advise on the status of the tenancy and the implications of possible changes to a tenancy.

15.2 In the case of married couples the Family Law Act 1996 provides that occupation of the matrimonial home by a spouse of the tenant is a right and counts as occupation by the tenant. Therefore if a married couple separate and the tenancy is held in only one of their names, the spouse will be allowed to occupy the home (unless excluded by other legal measures) for as long as the tenancy continues i.e. until ended legally by the tenant or by CHS. Therefore CHS prefers all such matters to be resolved by the courts where possible especially where children / dependents would be affected. These matrimonial rights will end on divorce unless the spouse applies to the court during the marriage

under the Family Law Act 1996 for those rights to continue, or to resume these rights after a divorce.

15.3 Where a couple hold a joint tenancy and the relationship ends, there is a legal right for one joint tenant to unilaterally end the joint tenancy (Greenwich LBC v McGrady 1982) by giving CHS Notice To Quit so long as it is valid (see para 16.1). CHS would try to contact the other party to inform them of this termination as they would lose the right to occupy the property and may become homeless. A person whose rights may be affected by the termination of the tenancy may be able to prevent a joint tenant from giving notice to end the tenancy by injunction in the case of divorce proceedings, wardship proceedings or Children Act proceedings.

15.4 CHS has a separate policy on domestic abuse and will give particular assistance to survivors of domestic abuse to protect their tenancy rights and safety. Where a survivor of domestic abuse wishes to remain in the home but to permanently exclude an abusive ex-partner who is a joint tenant they are entitled to unilaterally end the joint tenancy however they should always discuss this with CHS first to discuss issuing a new sole tenancy in their name. CHS will provide the support necessary to help the survivor of abuse to feel safe and secure and to hold the perpetrator accountable. (see separate policy on domestic abuse).

15.5 The County Court has the power to exclude a joint tenant from the home for an unlimited period under powers in the Family Law Act 1996 (as amended). The court may also transfer a tenancy to the former spouse or co-habitant of a tenant. It will not be necessary to deal with this by way of a Deed of Assignment. In such cases CHS should be served with the notice of application to the Court and would have the opportunity to make representations.

16.0 Termination of tenancy / licence

16.1 A tenant who wishes to end their tenancy must give CHS a Notice to Quit (NTQ) with a minimum 28 days' notice ending on a Sunday for weekly tenancies. The 28 day period begins once the Notice is received by the Society. Once served a tenant cannot withdraw a NTQ. A licensee in a Community Support Services scheme is required to give a least 7 days' notice in writing.

16.2 One tenant in a joint tenancy can unilaterally terminate the tenancy by giving a valid NTQ. CHS encourages all tenants to sign the NTQ however if only one party to the tenancy signs it CHS would try to contact and inform the other tenants. The NTQ will remain valid whether or not CHS is able to contact other tenants to a joint tenancy. CHS has a standard NTQ form to help customers to give a valid NTQ.

16.3 If a tenant has given a valid NTQ and wishes to move out at a later date, CHS may agree to do so unless a date for a new tenant to begin a tenancy has been agreed. So long as the original NTQ was valid, the tenancy will end on the original date agreed. No new tenancy will be created after that date and the outgoing customer will be charged for use and occupation at the same rate as their most recent rent charge, until they give up possession and return the keys. All future correspondence will refer to the former tenancy and use and occupation charges and not to current rent charges.

Surrender of tenancy

16.4 Surrender occurs when both the landlord and tenant/s voluntarily agree to bring the tenancy to an end. Once surrender has taken place, all obligations and rights under a tenancy also come to an end. All parties to a joint tenancy must agree to a surrender of their tenancy. It is preferable to have this in writing in the form of a Notice of Surrender signed by all parties (an express surrender) however it may be an unequivocal act of surrender e.g. handing in the keys to the property, signing a new tenancy elsewhere – an implied surrender) and where CHS agrees to accept surrender with immediate effect. The Housing Manager will only agree immediate surrender in exceptional circumstances, as such a surrender will prolong the normal period of rent loss for CHS while the re-letting process begins. A surrender may also be agreed in writing for a date in the future by the Housing Officer, in cases where the customer has given four weeks' notice but the Notice to Quit is technically invalid. If CHS agrees with the proposed date for ending the tenancy it will prepare a Notice of Surrender to be signed by all parties including all parties to any joint tenancy. Rent can no longer be charged after a surrender of tenancy.

Abandonment

16.6 Where a property has been abandoned by the lawful tenant (i.e. it is not their principal home and they do not intend to return) and is not occupied, CHS will seek to recover possession as soon as possible. Where there is an unconfirmed suspicion of abandonment CHS will serve a seven day warning at the property that it will serve a 28 day Notice To Quit if the issue is not resolved. The Housing Manager approves service of any Notice to Quit. The Notice to Quit should be served once CHS is fully satisfied that the property has been abandoned.

16.7 On expiry of the NTQ if there is indisputable evidence that the property is unoccupied CHS will arrange to change the locks, take possession and inspect the property. Only if the evidence of abandonment is incontrovertible will CHS take possession before the NTQ expires. If CHS was to take possession and then discover that the property had not been abandoned, this may give rise to a breach of the Protection from Eviction Act 1977 which is a criminal offence. Therefore CHS must be certain (and able to demonstrate) that the lawful tenant has no intention to return. If there is any uncertainty CHS will seek a possession order from the County Court.

16.8 Evidence of non-occupation would include a full inventory of belongings left in the home, and taking photographs of each room of any General Needs property that is abandoned immediately on taking possession.

16.9 The CHS Starter / Assured Tenancy agreement requires that CHS is informed of any absence of more than 28 days. While it is technically a breach of tenancy to fail to inform CHS of such an absence it cannot be automatically concluded that the tenant has given up their home, and failing to notify CHS of a longer absence would not be likely in itself to be a sufficient breach to justify legal action. CHS acknowledges that some tenants may need to be away from home for lengthy periods and the needs of various communities need to be taken into account e.g. in relation to long term visits to relatives abroad. So long as the property is the customer's main home and they have a genuine intention to return to it there is no particular time limit on such a temporary absence. However if breaches of tenancy arise during such absence (e.g. rent arrears) CHS will attempt to contact the tenant/s and will follow its other procedures.

16.10 Where it is believed that a licensee in a Community Support Services scheme has left and has no intention to return, all reasonable efforts will be made to contact them or to establish the position from other sources. If there is strong evidence that the licensee will not return, the Service Manager may serve a 7 day Notice to Quit at the licensee's room and any other known addresses. At the end of the notice period, the Service manager may consider the licence to have ended unless new information comes to light that indicates the licensee may return. This does not prevent a Notice being served at the same time for other breaches of licence conditions which may require a longer notice period.

17.0 Evictions

17.1 CHS aims to enable customers to maintain their tenancies and to create sustainable communities. Eviction will be an action of last resort, when any other action would be inappropriate or when all efforts to tackle breaches of the tenancy / licence agreement have been exhausted. Evictions are authorised by the Operations Director based on a full report of steps taken to avoid it, except in supported housing schemes where the Service Manager and the Community Support Manager will jointly authorise the eviction and the resident is entitled to appeal for a review of the decision (see separate procedure).

17.2 CHS advises the local authority Homelessness Prevention team when legal action that may lead to eviction is being considered, and will co-operate with proposals to avoid eviction such as arranging to repay or reduce rent arrears. Where CHS has applied a Warrant for eviction it will notify the local authority of a potential homelessness claim and advise the tenant to approach the local authority for support under the Homelessness Reduction Act 2017. We also advise the tenant of their right to apply to the Court for a suspension of the possession order.

17.3 Disposal of possessions

(This section applies to tenancies in General Needs, Sheltered and Extra Care housing)

Where items are left behind in an abandoned property or following an eviction CHS will make a decision on whether any goods left behind in the property have been abandoned taking into account all the facts of the case. Goods are more likely to have been abandoned where the property itself has been abandoned and where the monetary value of the goods is low. Where goods have been abandoned CHS may dispose of them or sell them and apply any proceeds towards debts owed to CHS. If there is any reason to believe that the customer intended to return to collect goods (for example if they asked for time after an eviction) then CHS may not treat them as abandoned and the Torts (Interference with Goods) Act 1977 may apply. In these cases, CHS will serve a **Notice To Collect** the goods. If there is no contact after serving this Notice CHS will serve a **Notice of Intention to Sell**. If there is no response to this Notice a risk assessment is carried out regarding the likelihood of the former customer returning and claiming damages. Where this risk is significant and the goods are of high value CHS may apply to Court for authority to sell or dispose of the goods. Where the risk assessment indicates a very low risk of any claim for damages and the value of goods is low CHS will dispose of any remaining goods. Goods may be removed and stored while these considerations take place having taken detailed inventories and photographs.

18.0 Death of a tenant

18.1 A tenancy does not automatically end with the death of a tenant. If there is no statutory successor (see below) the tenancy will become part of the deceased tenant's

estate. The Executor of the estate would need to serve a Notice to Quit. If this is not forthcoming or if the identity of any representatives is unknown CHS may serve a Notice to Quit. Alternatively CHS may agree to accept a surrender of the tenancy by the Executor after which no rent is charged. If someone who is not entitled to succeed occupies the property and refuses to leave, proceedings for possession will be taken after serving a Notice to Quit at the property and on the personal representatives of the deceased tenant, and on the public trustee. If the property remains occupied on expiry of the Notice to Quit, CHS will issue legal proceedings and obtain an order for possession that would be enforced by a warrant for possession if necessary.

19.0 Succession

19.1 On the death of a joint tenant in General Needs housing the tenancy continues automatically as a sole tenancy in the name of the survivor who will be a successor. Unless the tenancy is a Starter tenancy that has not yet matured to an Assured tenancy, a spouse or partner who is not a joint tenant but lived at the property at the time of the tenant's death will also be allowed to succeed to the tenancy. Other members of the family household (parent, grandparent, child, stepchild, grandchild, brother, sister, uncle, aunt, nephew or niece) may succeed if they have lived at the property for the 12 months immediately before the tenant's death. CHS treats couples of the same sex in the same way as other couples. CHS will attach a Deed of Succession to the tenancy agreement confirming the succession and the successor will be required to sign it to acknowledge that they are bound by the terms and conditions in the tenancy.

19.2 If the property is under-occupied by the successor then CHS would offer suitable alternative accommodation in order to make better use of CHS stock. This may involve working with other social landlords to provide the most suitable accommodation. If the successor refuses to move to such accommodation CHS may serve a Notice of Seeking Possession. For Secure tenancies this must take place between six months and twelve months after the succession. For Assured tenancies there is no such time limit however CHS would seek to follow the same principle as for Secure tenancies, subject to the availability of alternative accommodation. CHS may then seek possession under Ground 9 (Assured tenancies) or Ground 16 (Secure tenancies) of Schedule 2 of the Housing Act 1985. The successor can appeal to the Operations Director if they feel the offer of alternative accommodation is unreasonable and can defend any possession proceedings on the same basis.

19.3 In **sheltered and extra care** housing the statutory right to succession will apply, which permits one succession only. Section 17 of the Housing Act 1988 provides that a spouse or civil partner or those living with the tenant as spouse or civil partner who occupied the house as his or her principal home when the sole tenant died may succeed. If the successor does not comply with planning regulations or CHS's own policy to let sheltered / extra care tenancies to those aged 55 or over, CHS will seek to find alternative accommodation for the successor. Further successions will not be permitted.

20.0 Questions and concerns

If customers have any questions or concerns about this policy or the way an issue has been dealt with under this policy, they can discuss these with their Housing Officer, Service Manager or Housing Manager in the first instance. If the issue remains unresolved customers are encouraged to make a complaint. Customers are also encouraged to take their own legal advice from a solicitor, Citizens Advice Bureau or the equivalent.