

# Housing Management Policy

(for General Needs, Sheltered, Housing with Care and Community Support Services)



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<b>2</b>			
<b>3</b>			
<b>4</b>			



## **1. Introduction**

- 1.1. This policy sets out our approach to many aspects of Housing and Tenancy Management. It is supported by separate procedures for employees to follow.
- 1.2. We provide a range of housing services for different customer groups and with different tenures. This policy applies to policies for general needs homes, supported housing, sheltered and housing with care homes. Any policy variation between these services will be set out below.
- 1.3. We take 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 (in particular the Consumer Standards April 2024) of the Regulator for Social Housing, set out other obligations. We will also have regard to the policies of our partner local authorities, for example in relation to tenure strategies and approaches to meeting housing need and homelessness.

## **2. Aims of the policy**

- 2.1 To give clarity to both our staff and customers in how we approach housing management issues, and to ensure consistency.
- 2.2 To ensure that we provide a high quality of housing management for all homes, ensuring that we provide support, sustain tenancies, make best use of available homes and meet our financial objectives.

## **3. 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 our General Needs housing and, unless otherwise stated, to Sheltered / Housing with Care 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
- Cuckooing / Modern Slavery
- 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. Tenure Policy**

- 4.1 We are required by the Regulator for Social Housing to have a Tenure Policy that has regard to Local Authorities' strategic priorities in meeting housing need; and to offer tenancies that are appropriate for each type of accommodation we provide, for community sustainability and the efficient use of homes.

- 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 their child.
- 4.3 We will not normally grant tenancies to minors (under 18 years of age). The only exception to this would be for 16 or 17 year-olds in cases of succession where a family member may succeed, or where an applicant allocated a home via Homelink is being supported by an external agency and there is an appropriate adult who will sign a deed of trust on behalf of the minor and who will hold the tenancy on trust. The adult will be liable for rent and will be responsible for the tenancy until the minor reaches the age of 18.

## **Types of tenancy granted**

### **4.4 General Needs homes**

We offer **Starter tenancies** to those customers taking up a new tenancy in general needs homes, which become Assured tenancies after one year, unless we decide 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. We note that the Renters Reform Act 2025 will (once enacted for the social housing sector) remove the option for any type of fixed term tenancies including starter tenancies. We will await the outcome of a consultation by the Social Housing Regulator and the regulatory guidance that will follow, and until then, will continue to use Starter tenancies.

### **4.5 Sheltered / Housing with Care homes**

Assured tenancies are granted at the outset for homes in sheltered and housing with 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 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 us. If we agree (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 16 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 our permission (except in Community Support Services in which such conversions are not allowed; or in other schemes where the planning obligations or lettings criteria would conflict e.g. minimum age of 55 for older people's schemes). We 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 our 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. We 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. Rent Arrears Policy**

- 5.1 Our 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. We use 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 an on-line customer portal, 'myCHS' for customers to check their balance, make a payment via Allpay and get in touch with us.
  
- 5.2 Ultimately, anyone who is in 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 our support for households with financial difficulties is our in-house Money Matters 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 we are conscious that these changes can be confusing and stressful. We engage 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 circumstances, such as disability or support needs, ill-health, unemployment, young children, or domestic abuse.
- 5.6 There are separate step-by-step procedures and timescales for our different services responsible for managing rent arrears.

## **6. Pets Policy**

- 6.1 We recognise 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 and suffering to pets.

### **6.2 Consent**

Tenants must ask for our permission in advance to keep most pets, and we will not unreasonably withhold consent. Pet permission needs to be agreed for each new pet that a tenant wishes to keep. All cats and dogs must be microchipped.

Our consent is not required for:

- Small animals, such as hamsters
- Fish

- Small reptiles
- Small birds, so long as they are quiet, and where appropriate, caged.

Our written consent is required for:

- All other animals requiring outdoor space, e.g. cats, dogs, rabbits, guinea pigs
- Exotic pets, e.g. snakes
- Any animals that could pose a safety risk to the household or neighbours if they escape.

### 6.3 **Dogs**

We 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. We will indicate in the advert for a letting whether or not a property is suitable for a dog.

Trained assistance dogs, including guide dogs and those to assist the deaf, are allowed in all circumstances. If a tenant requires an emotional support dog, and this need is confirmed by a healthcare/support professional as being a significant contributor to the tenant's health and wellbeing, consent may be given as long as we are satisfied that there are adequate arrangements for the welfare of the dog, and it would not cause a nuisance to neighbours.

If consent is requested for more than one dog, we will investigate any potential impact on neighbouring households. If any concerns are identified, then consent will not be given.

### 6.4 **Dangerous Dogs**

We will not give permission for any dogs where our assessment is that they could pose a risk or nuisance to neighbours or that they are covered by the Dangerous Dogs Act 1991. It is against the law to own any of the types covered by the Act; guidance can be found at <https://www.gov.uk/control-dog-public/banned-dogs>.

XL Bully dogs are now included in the types of dogs that it is against the law to own. We will not give new consent to keep an XL Bully dog. If you have previously been given pet permission by us to keep an XL Bully dog then that **permission will be withdrawn** unless you are complying with the law, which includes:

- Already having a certificate of exemption for the dog. The deadline for obtaining a certificate ended in February 2024, and you must provide us with a copy of the certificate

- Having the dog neutered by the date required by the law depending on the age of the dog
- Keeping the dog on a lead and muzzled in public spaces
- Keeping the dog in secure conditions that will stop it from escaping
- Having third party public liability insurance for the dog

The full legal requirements can be found at <https://www.gov.uk/guidance/ban-on-xl-bully-dogs>.

## 6.5 Cats

Permission for cats will usually be granted so long as it is possible to let the cat outside regularly, therefore homes with a shared entrance will not normally be considered suitable. Exceptions may be made for cats kept permanently indoors for welfare reasons. If tenants want to have a cat-flap fitted in an outside door, they will need to request our permission for this alteration, and they will be required to re-instate/replace the door at their own expense when their tenancy ends.

## 6.6 Withdrawal of consent

Where we grant consent for a pet, it is on the condition that the pet is looked after responsibly, and meets the standards of the Animal Welfare Act 2006 and the Microchipping of Cats and Dogs Regulations 2023, and that it does not cause nuisance such as noise, dog fouling not being cleared up, aggressive behaviour, or dogs not being kept on a lead in communal areas. If we become aware that a pet is not well cared for, we will take steps to inform the relevant professional organisation such as the local council or the RSPCA. Further guidance is provided in the tenancy handbook.

Where we conclude that keeping a pet is no longer appropriate, we may withdraw our 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, as keeping a pet without our written consent is a breach of the tenancy agreement.

# 7. 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 ourselves, 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 We aim to keep the neighbourhood and communal areas in our management clean and safe, with an overall appearance that reflects the pride we and residents take in our environment. General needs schemes larger than 12 homes are inspected every 3 months by the Housing Officer, where possible jointly with a volunteer 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 us to procure new contractors to provide estate services.

## **8. Parking & Abandoned Vehicles**

- 8.1 The amount of space for parking vehicles will vary between our schemes, with some sites having no on-site provision for parking, while other homes may have in-curtilage parking spaces or spaces allocated to specific households. We do not charge additional rent for designated spaces and do 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, we do not permit the storage of unroadworthy cars on our land. Residents will be given sufficient notice to remove unroadworthy cars, after which we reserve the right to have such vehicles removed and to recharge the resident.
- 8.2 Customers may need to maintain their cars from time to time in their own or a shared parking space, however we do 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 our land without our explicit consent (and in any case, not where it would breach local planning obligations).
- 8.3 Where neighbours get involved in disputes about the use of parking spaces, we 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. Tenancy Support**

- 9.1 Our 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 We are testing out a new support service to support our general needs customers to access social care and health services, engage in wellbeing activities, and sustain tenancies. We will refine this paragraph in our policy in summer 2026 when we review the service after its first year. Customers who feel they may need such support should get in touch with their Housing Officer.

## **10. 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. We take 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 our resources e.g. clearing clutter to comply with legal notices issued by a local authority, enforcing tenancy conditions, and re-arranging contractor visits.
- 10.3 We are 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. We work 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 for those most at risk.
- 10.4 We aim 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, we 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 Director of Customers 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, we 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 our Safeguarding Policy for Adults for more guidance.

## **11. Under-occupation**

- 11.1 Our 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 / Universal Credit restricted due to spare bedrooms. We 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 (£300 per room downsized subject to annual budget resources).
- 11.2 Tenancies issued from 2015 onwards allow us 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. We would assess each case on its merits when we become 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 our housing stock. We 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. 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 us of the lodger's name. We can give advice on finding lodgers through reputable websites.
- 12.2 Sheltered and housing with care tenants are not permitted to take in lodgers.
- 12.3 Licensees/ tenants in supported housing are not permitted to take in lodgers.

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

## **13. Tenancy Fraud**

13.1 We have 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 we believe 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 our favour), and also assist us with gathering evidence of the fraud, e.g. a benefit application at another address or council tax records. Such evidence would be reviewed to make a case to apply for possession of the property. Once we believe 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 we 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 we find such falsification (e.g. of local connection, household size) has led us to offer a tenancy which we would not otherwise have offered, we 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. 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 us. We 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 we have 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 us as a defendant in the possession proceedings, so that we 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 we will also take prompt legal steps to have the unauthorised occupier removed.

## **15. Modern Slavery<sup>1</sup> / human trafficking / cuckooing**

15.1 Modern slavery is a serious, often hidden, crime where people are forced by others into a situation which they cannot leave so that they can be exploited for profit. Under the Modern Slavery Act 2015, it includes any form of human trafficking, slavery, servitude, or forced or compulsory labour. Criminals may exploit individuals who they see as vulnerable by moving into their home and using it as a base for criminal activities ('cuckooing'). On the other hand, a tenant may deliberately use their home to engage in modern slavery e.g. providing short-term, overcrowded accommodation for individuals being trafficked into illegal labour.

15.2 We recognise that tenants may be victims of modern slavery or cuckooing even when they have apparently consented, as consent may be obtained by coercion, or they may be in a situation of dependency.

15.3 There is no 'typical' case however signs that would raise concern may include:

- Neighbours reporting a high number of apparently transient visitors staying in a property
- Neighbours reporting overcrowding of the property that does not seem connected to growth in the tenant's family
- Reports of anti-social behaviour or criminal activity that are uncharacteristic of the existing named tenant
- New members of the household that appear to have only loose connections with the tenant, especially if they have care / support needs and/or to be isolated from the local community

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<sup>1</sup> - See CHS Group Modern Statement

- 15.4 Where we have concerns that there may be cuckooing or modern slavery, we will assess each case individually to ensure the risk to the person for whom we are concerned is minimised. Actions taken may include:
- Unannounced visits to assess who is living in the household
  - Liaising with police, local authority (including safeguarding teams) and other agencies to report our concerns and to share information
  - Asking neighbours to record what they witness and share it with us and with the police
  - Enquire of authorised first responder organisations whether they have made a referral of a potential victim of modern slavery to the National Referral Mechanism
  - Take tenancy enforcement action where the tenant themselves has knowingly engaged in modern slavery or human trafficking
  - Consider other legal action to assist the tenant to remove someone who has exploited them e.g. by seeking an injunction.

## **16. Relationship breakdown**

- 16.1 We advise any couples who are separating to seek independent legal advice in relation to tenancy and other related issues. However, we will advise on the status of the tenancy and the implications of possible changes to the tenancy.
- 16.2 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 us. Therefore, we prefer 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.
- 16.3 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 17.1). We 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.

- 16.4 We have 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 permanently exclude an abusive ex-partner who is a joint tenant, they are entitled to unilaterally end the joint tenancy. However, they should always speak with us first to discuss issuing a new sole tenancy in their name. We will provide the support necessary to help the survivors of abuse to feel safe and secure, and to hold the perpetrator accountable. (see separate policy on domestic abuse).
- 16.5 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 we should be served with the notice of application to the Court and would have the opportunity to make representations.

## **17. Termination of tenancy / licence**

- 17.1 A tenant who wishes to end their tenancy must give us 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.
- 17.2 One tenant in a joint tenancy can unilaterally terminate the tenancy by giving a valid NTQ. We encourage all tenants to sign the NTQ; however, if only one party to the tenancy signs it, we would try to contact and inform the other tenants. The NTQ will remain valid whether or not we are able to contact other tenants to a joint tenancy. We have a standard NTQ form to help customers to give a valid NTQ.
- 17.3 If a tenant has given a valid NTQ and wishes to move out at a later date, we 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**

17.4 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 or signing a new tenancy elsewhere (an implied surrender), and one where we may agree to accept 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 us 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 we agree 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**

- 17.5 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, we will seek to recover possession as soon as possible. Where there is an unconfirmed suspicion of abandonment, we 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 we are fully satisfied that the property has been abandoned.
- 17.6 On expiry of the NTQ, if there is indisputable evidence that the property is unoccupied, we will arrange to change the locks, take possession and inspect the property. Only if the evidence of abandonment is incontrovertible will we take possession before the NTQ expires. If we were 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, we must be certain (and able to demonstrate) that the lawful tenant has no intention to return. If there is any uncertainty, we will seek a possession order from the County Court.
- 17.7 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.
- 17.8 Our Starter / Assured Tenancy agreement requires that we are informed of any absence of more than 28 days. While it is technically a breach of tenancy to fail to inform us of such an absence it cannot be automatically concluded that the tenant has

given up their home, and failing to notify us of a longer absence would not be likely in itself to be a sufficient breach to justify legal action. We acknowledge 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) we will attempt to contact the tenant/s and will follow our other procedures.

- 17.9 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 seven-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.

## **18. Evictions**

- 18.1 We aim 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 Director of Customers 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).
- 18.2 We advise 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 we have applied for a Warrant for eviction, we 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.

### **18.3 Disposal of possessions**

***(This section applies to tenancies in General Needs, Sheltered and Housing with Care housing)***

Where items are left behind in an abandoned property or following an eviction, we 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, we may dispose of them or sell them and apply any proceeds towards debts owed to us. 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 we may not treat them as abandoned and the Torts (Interference with Goods) Act 1977 may apply. In these cases, we will serve a **Notice To Collect** the goods. If there is no contact after serving this Notice, we 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 we 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, we will dispose of any remaining goods. Goods may be removed and stored while these considerations take place, having taken detailed inventories and photographs.

## 19. Death of a tenant

- 19.1 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, we may serve a Notice to Quit. Alternatively, we 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, we will issue legal proceedings and obtain an order for possession that would be enforced by a warrant for possession if necessary.
- 19.2 We recognise that, for the next of kin and other relatives of a tenant who has died, this is a stressful time with many arrangements to make. This may include gaining access to the property to recover personal documents or belongings before the tenancy is legally ended. In such cases, we will work with the next of kin to arrange access and give advice on how the tenancy will be formally ended (taking into account whether they have the formal authority to do so). We encourage tenants to provide us with details of their next of kin which will help to confirm their authority to act, particularly if there is any dispute about this between family members after their death. In this, and other cases, where the next of kin cannot be confirmed, and the ownership of the tenant's possessions may be disputed, we may expect family members to take legal steps to establish their legal position.

## 20. Succession

- 20.1 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. We treat couples of the same sex in the same way as other couples. We will attach a Deed of Succession to the tenancy agreement confirming any succession, and the successor will be required to sign it to acknowledge that they are bound by the terms and conditions in the tenancy.
- 20.2 If the property is under-occupied by the successor (except where an existing joint tenant has succeeded) we would offer suitable alternative accommodation in order to make better use of our stock. This may involve working with other social landlords to provide the most suitable accommodation. If the successor refuses to move to such accommodation, we may serve a Notice of Seeking Possession. For Secure tenancies, this must take place between six months and 12 months after the succession. For Assured tenancies, there is no such time limit; however, we would seek to follow the same principle as for Secure tenancies, subject to the availability of alternative accommodation. We 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 Director of Customers if they feel the offer of alternative accommodation is unreasonable and can defend any possession proceedings on the same basis.
- 20.3 In Sheltered and Housing with 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 our own policy to let sheltered / housing with care tenancies to those aged 55 or over, we will seek to find alternative accommodation for the successor. Further successions will not be permitted.

## 21. 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.

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