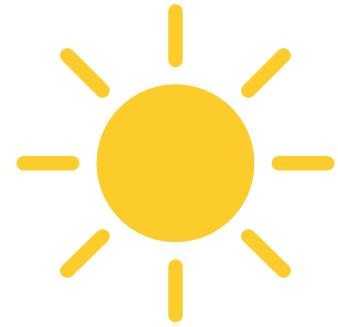


Plus Dane Housing

# Tenancy Management Policy

December 2021

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## 1 Policy Statement

This policy brings our key tenancy management activities into a combined Tenancy Management Policy.

We will use this policy to effectively manage our homes and ensure that the management of tenancies is consistent, transparent and fair for all tenants.

We will communicate the terms and conditions of tenancy to all tenants during the sign-up process to make sure that they are understood.

We will also ensure this policy plays its part in achieving sustainable and stable communities by taking prompt and appropriate action to resolve any breaches of tenancy conditions.

## 2 Policy Aims

The scope of this policy applies to all customers who rent a home from us.

Through this policy we aim to:

- ensure compliance with relevant legal and statutory requirements;
- create and support sustainable neighbourhoods through the effective management of tenancy issues.

## 3 Links to Corporate Plan:

This policy links to the objectives within our corporate plan and our organisational values.

## 4 Our Approach

The tenancy management policy will be shared with the neighbourhood team and discussed as an agenda item within the team meetings. The Housing Managers will highlight our approach to tenancy management to ensure:

- We take prompt and appropriate action to resolve any breaches of the tenancy conditions.
- Support our customers to successfully sustain their tenancies and to provide intervention support where possible and appropriate.
- Where there is a clear breach of tenancy agreement we will take enforcement action that is proportionate and reasonable if deemed necessary. Enforcement action we take will be exercised in compliance with relevant legislation, regulation & statutory guidance and our tenancy agreement.

#### **4.1 Absent Tenants & Abandoned Properties**

We recognise tenants' rights to go away from their home and still retain the security of their tenure as long as the property remains their main or principal home. Therefore we may agree periods of absence in accordance with the tenancy agreement. Any agreement will be subject to the terms of the tenancy agreement continuing to be maintained in addition to any additional terms that we consider appropriate e.g. details of who will be in the property, access issues.

Some tenants surrender their tenancy through abandonment. Where there is a clear case of abandonment or where the property is clearly no longer the tenant's main or principal home, and the tenant has surrendered the tenancy by their actions, we will take back possession. However where there is any uncertainty or potential intention to return we will seek possession through the courts.

#### **4.2 Unauthorised Occupants**

We will reduce the opportunity for unauthorised occupations by ensuring reports of unauthorised occupation are processed efficiently.

If a tenant no longer occupies their property as their sole or principle home their security of tenure will be lost. We will consider any person left in the property to be an unauthorised occupier and we will take the necessary legal action to evict the person and take back possession of the property. While the person remains in the property until we receive the keys we will charge them MESNE Profit. If we have to take them to court they will be liable to pay our costs.

#### **4.3 Disposal of Tenants Goods**

Where a tenant vacates a property following the completion of a formal relinquishment, we can dispose of any goods left in the property. If a tenant vacates the property without formally relinquishing the tenancy, or an eviction is carried out and the tenant leaves goods behind we may serve a Torts Notice.

The Torts (Interference with Goods) Act 1977 sets out the legal requirements that must be followed before we sell or dispose of goods that have been left behind.

We shall follow the requirements of the Act by serving the required Torts notice which gives the owner of the goods time to remove their belongings.

If the owner fails to remove/collect the goods within the allocated time as shown on the notice we shall either sell or dispose of them.

#### **4.4 Assignment**

Assignment of tenancy is the legal transfer of an interest in a property from one person (**the assignor**) to another (**the assignee**) and can only happen in limited circumstances, in accordance with the tenancy

agreement and with our written approval. Requests from Starter Tenants will not be considered until they have successfully completed their 12-month starter period.

There are a number of ways a tenancy may pass to another person when the tenant is alive:

- when two tenants swap their homes – this is an assignment and is called "mutual exchange".
- when the original tenant passes their tenancy to another person who would qualify to succeed to the tenancy if they died – this is formally known as an "assignment to a potential successor".
- when a court orders that the tenancy is to be passed to another person.

We may give consent where a tenant applies to us for permission to pass the tenancy to a member of their family who would qualify to succeed to the tenancy if they died. Permission to assign will be dependent on the tenancy held, as, for secure tenants, assignment to a qualifying potential successor is an automatic right, however this is not the case for assured tenants. Where a secure tenancy is assigned in this way, the assignee counts as a successor and there can be no further succession to the tenancy.

Each assignment request will be dealt with in accordance to the tenancy agreement specific to the property in question.

There will be no right to assign to a potential successor where the tenant has no further succession rights.

We will tell tenants who wish to assign to a potential successor if they have the right to do so.

We will also grant an assignment where a court has made a property adjustment order in matrimonial proceedings. In these instances, our permission is not necessary as permission to assign has been granted by the Courts, but we will require a copy of the Court order.

#### **4.5 Succession of Tenancy**

We recognise that at times it is both legal and appropriate to transfer a tenancy, where a tenant has died.

When a tenant dies, their tenancy does not automatically end. Some people have the right to take over the tenancy. This right is known as 'succession'. The right to succeed to a tenancy will depend on the tenancy agreements terms and conditions and who lived there when the tenant died.

Succession can only happen once, and no further succession can apply. Except for tenancies which were granted additional contractual succession rights at stock transfer. When a tenant dies, provided they

did not succeed to the tenancy already, the tenancy will pass to their husband or wife, civil partner or partner if they lived in the property as their home at the time of your death.

Subject to the terms of the tenancy agreement if there is no husband, wife, civil partner or partner, we may pass on the tenancy to a qualifying family member provided they had been living with the tenant continuously in the property as their only or main home for the 12 months before the death.

If the tenancy passes to a qualifying family member and the property is larger than they need or has adaptations that are no longer required, we may offer suitable alternative accommodation.

If more than one member of a family is qualified to succeed to the tenancy, they should agree between themselves who should claim it. If they cannot agree, each may claim and we will decide who will get the tenancy.

We will not grant a joint tenancy and the person who is identified as eligible will be given a copy of the terms of the tenancy agreement so that they know what they must abide by.

By law, a second or further succession is not possible, but in certain circumstances we may consider granting a new tenancy to a member of the family but with extended succession rights removed. A criteria relating to the granting of a new tenancy is included in the tenancy management procedure.

## **4.6 Joint Tenancies**

We will consider requests for joint tenancies between spouses, civil partners and co-habiting partners provided there is a clear rent account and no other breach of tenancy conditions, in accordance with the tenancy agreement. Approval will result in the creation of a new joint tenancy and the surrender of the sole tenancy.

## **4.7 Sub-letting & Lodgers**

Providing permission is sought from us, and overcrowding does not occur, and the tenancy agreement allows, we will not unreasonably withhold permission for tenants to take in a lodger.

Under the Prevention of Social Housing Fraud Act 2013, subletting or parting with possession of your home is a criminal offence and action to recover the property will be taken accordingly. With our written permission, secure tenants may sublet part of their home. Assured tenants may not sub-let any part of their home.

## **4.8 Tenancy Fraud**

Tenancy fraud deprives those genuinely in need of housing and occurs when a tenant moves out and lets their home to someone else.

We will assist in the investigation of any suspected fraud. Where tenancy fraud is suspected we will proactively investigate suspicions and shall work with other relevant statutory agencies including credit reference agencies to establish whether fraud is being committed.

If we suspect fraud is being committed and housing benefit is in payment, we will notify the relevant authority which could be the Local Authority Housing Benefit Team or the DWP.

Where tenancy fraud is established, we will seek to recover possession of the property through the Courts in addition to seeking an order for any unlawful profit that has been made.

#### **4.9 Access**

The Housing team will assist other teams in line with their relevant access policies to ensure that timely access is achieved to properties in order to carry out essential maintenance and safety related repair works.

#### **5 Assurance**

The Housing Manager leading on the policy review will ensure that the policy is shared within Plus Dane via Intro and discussed at neighbourhood team meetings.

Tenancy management actions and processes will be managed within the neighbourhood team in line with statutory and legislative requirements and using the appropriate management dashboards available on CX and Qlickview.

#### **6 Equality Impact Assessment**

Plus Dane will ensure that customers are treated equally regardless of race, religion, disability, gender or gender identity, sexual orientation, marital or civil partnership status, pregnancy or age.

The evidence for the Rapid Impact Assessment highlighted that there are no negative impacts of this policy on Plus Dane Customer with protected characteristics.

#### **7 Modern Slavery & Human Trafficking**

Plus Dane has a zero-tolerance approach to human trafficking and modern slavery. As part of our commitment to the Modern Slavery Act, when we visit and interact our tenants, during these visits we will consider signs of modern slavery and human trafficking, as well as any other welfare concerns which tenants or members of their household may have. Where we have concerns, we will raise this concerns through our wider safeguarding approach.