

Sunderland City Council

Tenancy Management Policy

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1.1 1. Policy Statement

Our Tenancy Management Policy sets out our approach to providing an efficient and effective tenancy management service.

Our overall aim to provide quality homes in vibrant, resilient communities via the delivery of high-quality customer services.

1.2 2. Aims

The aims of our Tenancy Management Policy are:

- Ensure customers are dealt with sensitively and effectively, especially at times of personal grief and difficult circumstances.
- To ensure we make the best use of our housing stock.
- To provide a decision-making process that is consistent, clear and fair.
- To ensure that all our processes and systems are inclusive.
- To ensure that we meet our statutory and regulatory responsibilities.

1.3 3. Scope

This policy applies to all housing stock owned and managed by Sunderland City Council and focuses on the quality management of tenancies in terms of customer rights and ensuring that customers are aware of their responsibilities and adhere to them. This policy outlines to our staff how they should act to ensure a fair and consistent service is provided to our customers.

The policy covers the following areas:

- Changes in tenancies including succession, assignment and mutual exchanges

- Managing and sustaining tenancies

1.4 4. Legislation and Guidance

There is a range of legislation relating to the management of our housing stock, including:

- The Housing Act 1985
- The Housing Act 1988
- The Housing Act 1996
- Immigration Act 2014 and the Right to Rent
- Anti-social Behaviour, Crime and Policing Act 2014
- Matrimonial Causes Act 1973
- Matrimonial and Family Proceedings Act 1984
- Civil Partnership Act 2004
- Prevention of Social Housing Fraud Act 2013
- Localism Act 2011.

1.5 5. Changes to tenancies

1.5.1 5.1 Introductory tenancies converting to secure tenancies

Details of the tenancies we provide are included within our Tenancy Policy.

All new tenancies (not transferring tenants) we be offered an Introductory Tenancy. This will enable us to provide support to those who need it at commencement of their tenancy. This will enable us deal with breaches in tenancy quickly and protect other tenants and the local community.

5.2 After 12 months, Introductory Tenancies will automatically convert to a Secure Tenancy unless:

- A notice of seeking possession has been served,
- A notice to extend the Introductory Tenancy by a further six months has been served. The Introductory Tenancy can only be extended once.

5.3 In cases where a decision is made to serve a notice of seeking possession (where the courts can grant mandatory possession) or issue a notice to extend an Introductory Tenancy the tenant would be offered the right to request a review of such decision under s129 (notice) s125B (extension) of the Housing Act 1996

1.6 6. Succession

Succession allows the tenancy to be 'passed' on to certain qualifying people when the tenant dies. The Council's Tenancy Agreement also sets out the rights to succession.

6.1 The law only allows one statutory succession to a tenancy. Consequently, if a tenant is the successor of a tenancy, the tenancy can't be succeeded for a second time.

The deceased tenant is classed as a successor where:

- He/she became the tenant by succession.
- The tenancy was assigned to him/her as a potential successor.
- He/she previously exchanged from another property and had been a successor there.
- He/she became the tenant under a court order and the previous tenant was a successor.

6.2 Where a joint tenant dies, the tenancy passes to the surviving joint tenant/s automatically, regardless of the relationship between the joint tenants. This is called survivorship and counts as one succession. There can be no further statutory succession.

6.3 If a deceased tenant is not classed as a successor, an applicant will qualify to succeed to the tenancy if he/she was occupying the property as his/her main and principal home at the date of death and either:

- He/she is the tenant's wife, husband, civil partner, or partner (this includes same sex couples) provided he or she lived with the tenant in the home as their principal home prior to the death of the tenant; or
- He/she is another member of the tenant's family and has lived with the tenant as a permanent resident for the preceding 12 months. Members of the family means parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew, niece.

Statutory succession overrides any other claims to the tenancy (e.g. under the deceased tenant's will).

6.4 Where there is more than one person qualified to succeed, the tenant's spouse or civil partner is to have priority. If there are two or more family members entitled to succeed,

then they must agree between them which one is to be the successor because only one person can succeed. If they cannot agree, a management decision will be made as to whom the tenancy should pass to as soon as possible.

6.5 A person who succeeds to a tenancy is granted a continuation of the existing tenancy, not a new one.

6.6 There may be circumstances where a property would be much more suitable for other individuals rather than a successor, for example if the successor is significantly under occupying or the property is adapted for a disabled person. In such circumstances we may look to rehouse the successor into a more suitable property. The successor would be considered for a direct let under the Council's Allocations Policy.

6.7 If the successor refuses to move voluntarily then we may serve a notice of seeking possession on the successor between six and 12 months after the previous tenant's death. We would not look to seek possession of a property for under occupation if the successor was the spouse or civil partner of the deceased tenant.

1.7 7. Assigning a Tenancy

Assignment means legally transferring a tenancy from one person to another.

1.7.1 7.1 How assignment works

You can sometimes assign or 'sign over' a Sunderland City Council tenancy if you want to:

- Transfer your tenancy to a partner or family member who lives with you.
- Swap homes with another Local Authority tenant (If you want to swap homes then our Housing Team can provide more details)

If you want to assign your tenancy to a partner or family member, you must:

- Check you have the right to assign to them.
- Provide evidence that they live with you.
- Complete a 'deed of assignment'.

If you do not follow the correct process, the person you assign to could be at risk of eviction

1.7.2 7.2 What happens when a tenancy is assigned

All tenancy rights and responsibilities pass from the original tenant to the new tenant.

You lose your rights as a tenant if you continue to live in the property. Your legal status will be an excluded occupier.

1.7.3 7.3 Deed of Assignment

Your tenancy is transferred using a legal document that has been signed 'as a deed'. The deed

must give the names and addresses of the:

- original tenant
- new tenant
- landlord

An independent person must witness the signatures of the original and the new tenant. The new tenant should keep the deed of assignment, in case they ever need to prove that the assignment has taken place.

The original tenant and the landlord should also keep a copy.

1.7.4 7.4 Assigning to a partner or family member

You can assign your tenancy to someone who would inherit the tenancy if you died. Who this is depends on when your tenancy started.

You can't assign a council tenancy in this way if:

- it's a joint tenancy.
- your tenancy has been demoted.
- you're living in temporary accommodation.

In most cases, you cannot assign your tenancy if you inherit it from someone else.

1.7.5 7.5 Secure tenancies

You can assign your secure Sunderland City Councils tenancy to your husband, wife or civil partner if they live with you.

If you don't live with a married or civil partner, you can assign to any of the following family members, but only if the person has lived with you for at least 1 year:

- An unmarried partner
- An adult child or grandchild
- A parent or grandparent
- A brother or sister
- An uncle, aunt, niece or nephew

Assignment is not possible under any other circumstances.

Introductory tenants are not capable of assignment for mutual exchanges, as there is no right to exchange on an Introductory Tenancy.

1.8 8. Mutual Exchange

Requests for a mutual exchange can be considered from tenants who have a secure tenancy or an assured tenant who satisfies the conditions in s92(2A) Housing Act 1985. We cannot permit exchanges with tenants of private landlords. The other tenant must have written consent from his landlord.

8.1 We will only refuse consent on the same grounds as are available for secure tenants and

outlined in Schedule 3 of the Housing Act 1985.

8.2 Where the tenant is in breach of their tenancy (including any rent arrears) we can impose a condition requiring the breach to be corrected. If a condition is imposed, the exchange cannot take place until the breach has been remedied.

8.3 We will give or refuse consent in writing within 42 days of the application to exchange being received.

1.9 9. Granting of a Discretionary Tenancy

There are circumstances where we may consider granting a discretionary tenancy.

If no succession right exists, management may consider the granting of a discretionary tenancy of the current property. This will be an Introductory Tenancy and will be let in accordance with the Council's Direct Let Allocation Policy.

Each case will be considered on its merits following receipt of a written request to remain in the property, which must be received no later than 60 days after the tenant's death.

1.10 10. Sole Tenancy to a Joint Tenancy

A sole tenant may apply for a joint tenancy. When considering such a request we will consider the following:

- if there are breaches in the conditions of tenancy and whether these breaches are sufficiently serious that they would prevent a new tenancy being awarded
- the relationship between the proposed joint tenant and the existing tenant. The proposed joint tenant must be living at the property as his or her main home at the date of the proposed joint tenancy. They must be either: o the tenant's spouse or civil partner or another member of the tenant's family or someone who has been living with the tenant together as if they were married or within a civil partnership and has lived with the tenant for the whole of the previous 12 months.

1.11 11. Joint Tenancy to a sole tenancy

If a joint tenant no longer wishes to remain the tenant, they can terminate the tenancy, and the remaining tenant can be considered for a new sole tenancy. When considering such a request we will consider the following:

- If there are breaches in the conditions of tenancy and whether these breaches are sufficiently serious that they would prevent a new tenancy being awarded
- The proposed sole tenant must be living at the property as his or her main home at the date of the proposed sole tenancy.

1.12 12. Exceptional Circumstances

We may consider a discretionary tenancy in exceptional circumstances, for example, if there are circumstances that prevent one of our properties being occupied.

A new tenancy will be granted at the discretion of the management and in accordance with the Council's Direct Let Allocations Policy.

This will include appropriate checks to ensure that the proposed tenant would be eligible to join the

Council's Housing Register, (or any subsequent named register) both in relation to any previous history of anti-social behaviour and also in relation to their immigration status.

1.13 13. Managing and sustaining tenancies

Monitoring tenancies and the condition of our properties will be a key housing management function that we will undertake.

13.1 We will deliver effective management to ensure our customers can live comfortably in their homes. Tenants are always required to maintain their properties in a reasonable condition in accordance with their tenancy agreement.

We will monitor tenancies to ensure they are maintained in line with the Tenancy Agreement. We will take appropriate action to resolve any breaches effectively.

13.2 Where a tenant requires it, we will provide, where this is possible, support required to sustain their tenancy, or we will sign-post the tenant to other internal or external support agencies.

We will carry out and promote regular tenancy visits and estate inspections to ensure the quality of our neighbourhoods.

1.14 14. Customer care visits

We will use the customer care visit and other contacts we have with our tenants as a means of ensuring that we deliver an effective, efficient and high-quality service including:

- To update tenant profile information, identify vulnerable tenants and confirm appropriate support requirements.
- Pick up any repair or neighbourhood issues.
- Ensure that the tenant is aware of the different ways of contacting us, particularly promoting digital access.
- We will also take the opportunity during the visit to:
- Ensure the enforcement of tenancy conditions and that the property has not been damaged, neglected or used unlawfully.
- Ensure that the property is occupied by the tenant and has not been sub-let or abandoned.

1.15 15. Social housing fraud

We will take appropriate action in relation to possible social housing fraud including:

- Unauthorised sub-letting.
- Non-occupation by the tenant.
- Anyone fraudulently obtaining a social housing tenancy.
- Anyone wrongly claiming succession or unauthorised assignment of a tenancy.
- Key-selling – where a tenant passes the keys for a property on to someone else in return for a payment or favour.

1.16 16. Abandoned properties

We recognise that tenants may be away from their homes for an extended period for a number of reasons. Where we believe that the tenant may have abandoned the property (including anonymous notification) we will take appropriate action, in accordance with the legislative requirements and our abandonment procedure.

1.17 17. Lodgers and sub-letting

We recognise that there will be situations where a customer may wish to rent out a room in their home in which case the new occupier will be referred to as a lodger (or sub-tenant). Taking in a lodger may help meet a local housing need and reduce a customer's financial commitment for under-occupying a property.

17.1 Under the terms of the tenancy agreements, Section 3 point 3.2 it states.

"You are entitled to take in lodgers, and you are entitled to sub-let part (but not all) of your home, but you must get our written permission before doing so".

The legal relationship between the tenant and the landlord remains the same. The tenant's responsibility for payment of rent and charges, and adherence to the tenancy terms remains unaffected.

1.18 18. Overcrowding and under-occupation

We recognise that in some instance's accommodation may, due to family circumstances become too small or too large for the household needs. For example, this may be where a tenant has two or more unoccupied bedrooms.

Where such issues arise, we will work with the tenant, if they wish to be rehoused, to find the most suitable housing option available to them.

We will also inform prospective tenants of the potential impact regards their welfare benefits if they under occupy according to the government's definition of this.

1.19 19. Ending a Tenancy

When a customer wants to end their tenancy, they must give four weeks' notice in writing. If a tenant is moving through the Council's Lettings Scheme two weeks' notice would be accepted. The grounds upon which a landlord can serve notice to end a tenancy are set out in the tenancy agreement with specific Enforcement details outlined in Section 10 of the Tenancy Agreement. If, by serving the appropriate notice, the law then allows for mandatory possession to be sought through the courts, the Council will afford the customer to request a review of this decision.

1.20 20. Death of a tenant

When a tenant dies, their executor can end the tenancy by surrender or by giving notice to quit. If we do not receive a termination notice, then we will serve a Notice to Quit on either the Personal Representative or the Public Trustee.

If the deceased tenant is the only occupant of the property we will cancel two weeks rent charges following the death and prior to the keys being returned.

21. Withdrawal of notice by a tenant.

A termination of a tenancy is a legal binding document and the decision to accept a written withdrawal of the notice to terminate is discretionary. A management decision will be made on whether to agree to the withdrawal of the termination on the individual circumstances and information available regarding the conduct of the tenancy.

1.21 22. Monitoring and review

Annual Key Performance Indicators and local performance targets will be set in relation to the delivery of the housing management service. These will be reported to the relevant performance and standards committee and senior management teams as appropriate.

This policy will be reviewed every three years or because of:

- Changes in relevant legislation
- Any issues raised about the policy by an independent organisation (such as an assessment by the Regulator of Social Housing) which then in the opinion of the Council's Housing Service would require a review of this policy.

1.22 22. Training and awareness

Staff, including new starters, receive comprehensive training regarding our policies and procedures. These policies and procedures are regularly reviewed, and staff updated as appropriate.

We work closely with the Council's Communications Team to ensure that regular and important messages are relayed to our customers.