

# **RUNNYMEDE BOROUGH COUNCIL**

## **Tenancy Policy**

Review due:

## **1. Introduction**

1.1 Runnymede Borough Council is a small social housing landlord with 2615 general needs properties and 211 independent retirement living properties. RBC relet on average 231 properties each year. There is significant demand for social housing in the borough.

To make best use of our stock, manage demand for certain types of property, and to ensure there is a high level of tenants able to sustain their tenancies we make full use of flexible tenancies.

1.2 This policy applies to all social housing stock owned by Runnymede Borough Council and sets out how we apply the use of flexible tenancies and how we will support tenants who are offered fixed term tenancies.

1.3 This policy outlines our approach to other issues that may arise during the life of a tenancy, such as the need to assign a tenancy, or the need to downsize/upscale to a more suitably sized property.

1.4 A Tenancy Policy effectively implements the Tenancy Strategy and putting into effect the principles set out in the Strategy and providing the operational detail. The Tenancy Strategy is a statutory document that the authority is under a duty to prepare and publish and keep under review with a view to modifying it. It follows that the Tenancy Policy will have to be similarly reviewed to maintain compatibility with the Strategy and the relevant housing law and guidance

## **2. Policy statement**

2.1 High levels of private sector housing costs in the borough are increasingly unaffordable for many low-income households and alongside the financial pressures of welfare reform has meant that demand for social housing is high. Demand for social housing is managed through the Housing Register in line with our Allocation Scheme. It is recognised that once a family is housed that their circumstances can change throughout the period of their tenancy; the use of flexible tenancies allows us to ensure that our limited social housing stock remains allocated to those most in need through the opportunity to review circumstances at the end of the fixed term and decide whether a further flexible tenancy should be awarded, or support be given to help source alternative housing.

2.2 This policy will balance the opportunity for maximising use of stock through Fixed Term tenancies with the desire to provide sufficient security of tenure for people entering social housing for them to invest financially and emotionally in their home.

We also want to ensure that tenants are able to sustain their tenancies. Enforcement action to end a tenancy and recover possession of homes will always be a last resort.

The use of introductory tenancies for all new tenants will provide the opportunity to identify any sustainment issues and provide tailored support and engagement with other agencies as required.

2.3 A Review Panel will exist to make decisions specified within this policy, this will be a minimum of two officers from Corporate Head of Housing, Head of Housing Services & Business Planning, Head of Housing Solutions and Head of Tenancy Services.

### **3. Context and Legislation**

3.1 Flexible tenancies are a tenancy for a fixed period of time. New Runnymede tenants are offered one-year introductory tenancy followed by a secure flexible tenancy.

3.2 Introductory tenancies were created by the Housing Act 1996. An introductory tenancy is a probationary or trial tenancy for a period of one year granted to a new tenant. The introductory period allows the tenant a chance to demonstrate that they are a good tenant and are able to understand and maintain the conditions of the tenancy. If the tenant fails to perform their introductory period satisfactorily the tenancy can be extended for a further six months under the provisions in the Housing Act 1996. Thereafter, the introductory tenancy can be ended using the terms set out in same Act. If the tenancy has been conducted to the satisfaction of the authority at the end of the introductory period or the extension period then it will automatically convert to a secure flexible tenancy in line with the duration stated in the tenant's tenancy agreement; the term being decided when the offer of a tenancy is made.

3.3 Secure tenancies are permitted in line with the Housing Act 1985, this act includes the parameters under which such tenancies can be assigned, succeeded to and terminated, including the grounds for possession.

3.4 The use of flexible tenancies for local authorities was introduced in the Localism Act 2011 with subsequent guidance set out in the Tenancy Standard in 2012. The rationale for this legislation and guidance is based on the principle that social housing is a scarce resource that should be focused on those that most need it, acting as a springboard to other tenures, and that local authorities should decide what form or tenure best meets the needs of local people.

3.5 The Tenancy Standard requires social housing providers to grant tenancies for a minimum term of 5 years, or a minimum of 2 years in exceptional circumstances, in addition to any introductory period.

The Tenancy Standard also requires landlords to publish policies which outline their approach to:

- The types of tenancy they will grant
- The length of any fixed term tenancies they will provide
- The circumstances in which they will grant particular types of tenancy
- The exceptional circumstances in which fixed terms tenancies of less than 5 years will be granted
- The circumstances in which they may not grant another tenancy on the expiry of a fixed term tenancy
- Providing advice and assistance to households who need to find alternative accommodation in the event that a further fixed term tenancy is not granted.

## 4. Policy Details

### Lifetime tenancies

4.1 Historically the council only offered lifetime secure tenancies and we continue to maintain a number of such tenancies. We continue to offer new lifetime tenancies to any person moving into Independent Retirement Living.

The Tenancy Standard states that landlords shall grant those who were social housing tenants on the day on which section 154 of the Localism Act 2011 comes into force, and have remained social housing tenants since that date, a tenancy with no less security where they choose to move to another social rented home, whether with the same or another landlord. This requirement does not apply where tenants choose to move to accommodation let on Affordable Rent terms, however where a Runnymede secure tenant is downsizing, they will be able to retain a secure tenancy if moving to a Council owned property on an Affordable Rent.

Runnymede are legally obliged to grant tenants who have been moved into alternative accommodation during any redevelopment or other works a tenancy with no less security of tenure on their return to settled accommodation. This will apply to tenants decanted to alternative permanent homes.

### Introductory tenants

4.2 All new council tenants will be given an introductory tenancy. The only exception is where an Assured tenant of a Registered Provider is transferring into council stock and there is no break in their tenure as a social housing tenant.

4.3 We will closely manage introductory tenants to ensure that the conditions of tenancy are being performed and the tenant is able to fully maintain the tenancy. Where a tenant is not sustaining their tenancy, they will be offered additional visits and a personalised support plan during the period of the Introductory tenancy. An Introductory Tenancy may be extended to a maximum of 18 months at the end of which the Council must either offer a fixed term tenancy or bring the Introductory Tenancy to an end.

A tenant will automatically become a secure or flexible tenant after 12 months, unless the council has either:

- Started action to evict them
- Extended their introductory tenancy for a further 6 months

During an Introductory Tenancy a tenant cannot:

- Make major improvements to the property
- Swap the property with another social housing tenant
- Apply to buy the property through the [Right to Buy scheme](#)

The tenant will be entitled to a review of the decision to extend or end the Introductory Tenancy

### Flexible Tenancies

4.4 Since the implementation of the Localism Act 2011 Runnymede Borough Council has been able to offer flexible tenancies to applicants over the age of 18 years and it has utilised 2, 5 and 10-year tenancies. This policy will allow the use of 5 and 10-year tenancies in line with the criteria set out in this policy.

4.5 5-year tenancies will be utilised to assist in managing high levels of demand for family size properties and will only be offered to households where all children in the immediate family are over the age of 16. Grandchildren or other family members under 16 will only be considered where there is a legal agreement in place giving parental rights to the tenant

4.6 We use the longest term of a 10-year flexible tenancy to help provide stability for certain categories of household, yet this term tenancy still allows us the flexibility for reviewing circumstances at the end of the period which would not be achieved with a lifetime tenancy.

4.7 The fixed term tenancy provides the Authority with the opportunity to review the use of the property and where the tenant is no longer occupying the property to capacity to assist the tenant to move to a home of the right size for their current need. In the event that the tenant's circumstances have changed significantly and they could afford to move to an alternative tenure they will not be offered a new Flexible tenancy but will be given assistance to secure a new home enabling the Council to maintain effective use of the social housing stock in the borough.

4.8 The criteria for awarding 5 and 10-year tenancies is set out below. New tenants will be awarded an introductory to flexible secure tenancy using only these criteria:

**Five-year fixed term tenancies**

- Where it is a family size property (more than 1 bedroom) and all the children in the household are over 16

**Ten-year fixed term tenancies**

- All new tenants not entitled to a secure tenancy or where it is a family size property (more than 1 bedroom) and any child is under 16 years of age.

4.9 A prospective tenant has the right to request a review of the length of tenancy being offered. Any request for a review is to be made in writing by the tenant or their advocate within 21 days of the offer of a tenancy.

**Specialist circumstances**

4.10 For fully adapted or specially designed stock a flexible tenancy of 10 years will be offered (other than to an existing secure tenant) unless there is evidence of only a short term need for that specific housing. The length of tenancy will be at the discretion of the Head of Tenancy Services, Head of Housing Solutions or Head of Housing Services and Business Planning and will be based on the evidence available. The decision will be fully documented and open to review.

4.11 Where assistance for housing is requested under section 27 Children Act 1989, tenancies will be granted based on the criteria set out in 4.8.

4.12 The Council supports the Syrian Refugee Programme. Syrian refugees will be offered introductory tenancies of one year followed by a 10 year flexible tenancy. Other refugee programmes will be determined according to the particular requirements of that programme, which will include supporting refugees into the private rented sector.

#### Flexible Tenancy Reviews

4.13 In the final year of a flexible tenancy it will be necessary to review the tenancy and household circumstances to determine whether a further tenancy will be offered at the end of the initial term. The outcome of the review will be:

- a) No further tenancy to be offered
- b) A further tenancy to be offered at the same property
- c) A further tenancy to be offered at a different property

4.14 Where a further tenancy is being offered in line with 4.13 b and c, the term of this tenancy will be in line with the current Tenancy Policy.

4.15 The review process will commence no later than 8 months before the flexible tenancy is due to end.

4.16 We will advise the tenant of the outcome of the review no later than 6 months before the flexible tenancy is due to end, this will allow the tenant sufficient time to source alternative accommodation if the decision is not to renew the tenancy. The outcome will be notified in writing setting out the reasons that a further tenancy is not being granted.

4.17 Where no further tenancy is being offered or a further tenancy is not being granted at the same property, the tenant will have a right of appeal. The appeal must be submitted within 21 days of the date of the letter of non-renewal and will be considered by a senior manager who has not been involved in the original decision making process.

4.18 If no further tenancy is being offered elsewhere or at the same address, we will serve a Notice of Seeking Possession two months before the expiry date of the tenancy. This will enable the Council to seek possession of the property in the event that the tenant fails to leave the property.

4.19 The review process will include a thorough check on a range of issues as follows:

- Occupancy of the property
- Household composition, including special requirements
- Financial position of the household
- Suitability of the property, including need for adaptations
- Requirements to remain in the locality
- Condition in which the household has maintained the property
- Behaviour of all household members during the tenancy
- Rent payment record
- Breaches of tenancy and enforcement action
- Vulnerabilities within the household due to age, illness or disability

4.20 The tenant is expected to comply fully with the review process and provide all information requested by the Council. Failure to do so may result in a decision not to offer a further tenancy.

4.21 In seeking to gather information during the review process the Council will liaise internally between departments, this will include liaison with fraud investigators if there is reason to believe that information is being withheld or is potentially fraudulent. As part of this process tenants may be interviewed either formally or informally by fraud officers.

4.22 We may also seek to verify information with partner agencies, such as Adult Social Care, for example if there is a need to establish ongoing requirements for adaptations.

4.23 There are a number of situations where it would not be generally appropriate to reissue a further flexible tenancy, although each case will be assessed on his own merits. For clarity a tenancy is likely not to be renewed in the following circumstances, although this list is not exhaustive:

- The property is adapted and no-one residing at the property requires the adaptations
- The property is underoccupied
- The combined household income is in excess of £50,000 to such an extent that other housing options may be appropriate, this will be subject to affordability assessments being completed
- Breaches of tenancy have occurred that have been subject to enforcement action
- Tenancy fraud identified and evidenced
- The tenant's behaviour or behaviour of their household has been unacceptable to the extent they would be disqualified from the Housing Register
- Persistent non-payment of rent throughout the terms of the tenancy to the extent they would be disqualified from the housing register. Except where there is a repayment agreement in place that meets the requirements of the Rent Arrears Policy and has been maintained continuously since it was set up for a minimum of 6 months.
- Minimal or no engagement in the review process, including withholding information and failure to provide access to complete the review
- The tenant has come into legal ownership of another home or property
- The Council intends to demolish, redevelop or dispose of a property.

4.24 If a tenant is not offered a further flexible tenancy at the existing or an alternative property, they must seek alternative accommodation. In the last six months of their tenancy, they must actively look for other accommodation but we will also offer them a housing options interview and support them with basic financial advice if needed.

#### Use of Licences

4.25 The Council has a stock of temporary accommodation used to accommodate households presenting as homeless. A Licence to Occupy is given to households offered this type of accommodation.

4.26 A Licence to Occupy will also be issued to households requiring a temporary decant from their usual accommodation, such as if the Council need to complete major works. It is not our policy to decant households during works except in exceptional

circumstances, any decision to offer a decant during works will be determined by the Head of Tenancy Services or Head of Housing Services and Business Planning.

4.27 The Council also uses Excluded Licences for applicants being accommodated in its temporary accommodation and shared houses. This is emergency accommodation for single persons presenting to the Council as homeless.

Council access to the property during the term of the tenancy

4.28 Tenants have exclusive possession of their home, and the Council cannot enter the property without giving reasonable notice (24 hours). If the tenant does not comply with access having been given reasonable notice, we will send one written warning advising that access is required. If access is still not granted we reserve the right to start injunction proceedings to obtain access without further notice, if we determine it is reasonable to do so, and the tenant will be recharged for the cost of such proceedings.

4.29 If we need to access a tenanted property in an emergency situation, such as an issue with the gas supply or significant water leak, we will make one attempt to contact the tenant before undertaking a forced entry. However, it may not always be possible to attempt such contact particularly if we assess the risk level to be high or there is likely to be risk of serious harm, in such situations we will force entry without notice if we find no one is at home to allow access. This will be done at the discretion of a Head of Service

4.30 Where we have evidence of death or abandonment, in the notice period before the expiry of the tenancy, we may seek to access the property to address urgent matters such as health and safety or compliance issues such as a landlord gas safety checks or electrical inspections.

Ending tenancies and licences

4.31 If a tenant wishes to end their secure or flexible tenancy they must provide four weeks' notice, this is given by completing a tenancy termination form in which the tenant must also provide their forwarding address. The tenant is liable for the weekly rental charge over the full notice period. In exceptional circumstances, such as extreme hardship, the Head of Tenancy Services or Head of Housing Services and Business Planning may agree a reduced notice period.

4.32 Tenants ending a licence must give seven days written notice.

4.33 If the Council needs to bring a tenancy to an end, such as when the tenant dies or a property has been abandoned, we will serve a Notice to Quit giving at least four weeks' notice.

4.34 If the Council needs to end a licence used in its temporary accommodation, we will give seven days written notice to end the licence. In some circumstances, for instance serious breaches of the terms, we may also end the licence immediately.

4.35 In all circumstances upon vacant possession if the property needs to be cleared by the Council the former tenant or licence holder will be recharged for the cost of clearance. Unless there is consent to dispose of items, we will only put into storage items we believe to be of value, if this happens we will serve the former tenant a notice under section 41 of the Local Government (Miscellaneous Provisions) Act 1982 giving

them one calendar month to claim their possessions after which items will become vest in the Council and at which point we will either dispose of them or sell them to recover our costs. Other recharges may also be raised such as the cost of storing items or the cost of repairs if there is evidence that the previous tenant or licence holder has neglected the property.

4.36 In all instances, rent or occupation charges are due in the termination period.

#### Breaches of tenancy

4.37 There are many reasons why we may need to take action for a breach of tenancy, this includes such breaches as untidy gardens, property neglect, non-payment of rent, failure to provide access for safety inspections and antisocial behaviour. These instances will be actioned in line with appropriate policies and procedures e.g. Anti-Social Behaviour Policy.

4.38 We will use a range of tools to deal with breaches, which include informal measures such as warning letters and acceptable behaviour undertakings or formal measures such community protection warnings and notices, injunctions, service of legal notices e.g., Notice of Seeking Possession, and commencement of possession proceedings. The severity of the breach will inform the action we take.

4.39 Our approach will be centred around working with the tenant to sustain the tenancy and setting objectives and targets to remedy the breach and where relevant signposting to additional support. Where sustainment fails, which includes non-cooperation from the tenant, we will evaluate how to remedy the situation, ensuring a proportionate response. This will include reviewing any vulnerability of the tenant, protected characteristics and any other extenuating circumstances. If a formal legal remedy is required this must be authorised by the Head of Tenancy Services or Head of Housing Services and Business Planning.

#### Breaches of tenancy -fixed term tenants

4.40 The council's tenancy agreement includes a forfeiture clause for fixed-term tenancies.

4.41 If there is a breach of tenancy, on legal advice, we will serve both a Notice of Seeking Possession and without prejudice also serve a Forfeiture Notice. The exception is if the breach is just for rent arrears, in this case we would only a Notice of Seeking Possession.

Once a Forfeiture Notice has been served, we will not accept any further payments of rent and cease sending out rent demands.

#### Changes to joint tenancies

4.42 Joint tenancies can be assigned between parties to the tenancy with the permission of their landlord. If one tenant vacates the property, they can assign the tenancy into the sole name of the other tenant. Both parties to the tenancy must consent to this and complete a deed of assignment. Before a party decides to assign the tenancy, we

recommend they seek advice from the Council Housing Solutions Team as voluntarily surrendering a tenancy can impact future access to social housing.

4.43 If parties cannot agree on assigning the tenancy between them the tenancy can only be transferred to either party via court order under the Children Act 1989, The Family Law Act 1996, the Matrimonial Causes Act 1973 or Civil Partnership Act 2004.

4.44 In exceptional circumstances, where one joint tenant is not living at the property and there is a need to protect the remaining tenant from risk of harm, the Council can agree that the remaining joint tenant unilaterally terminates the whole tenancy and RBC will grant a further tenancy in the sole name of the remaining tenant. An example would be where one joint tenant is incarcerated and there is a risk of harm to the remaining joint tenant on the release of the other joint tenant from prison. In this circumstance we would offer a new tenancy for the period of the remaining term of the previous tenancy if we determined, in conjunction with other professionals such as Police, that it is safe for the tenant to remain in the property.

4.45 Whilst one tenant can unilaterally end a joint tenancy for all parties to the tenancy, we would normally require both joint tenants to sign the tenancy termination form. This is to ensure that no-one party is suffering detriment from the termination, such as may be the case in a controlling or coercive relationship. However, we accept that this may not always be possible, for example if one joint tenant left the property a number of years ago and is estranged from the remaining joint tenant, in this scenario we would require evidence to validate the estrangement (for example this might include an Experian search to and would accept a tenancy termination form signed by the one joint tenant.

Assignment from joint to sole prevents further succession under the Housing Act 1985.

#### Request to change sole tenancies to joint tenancies

4.46 We will not add partners/spouses or other family members to a sole tenancy. The tenancy would continue to run as a sole tenancy for its duration. Upon the death of the tenant, we will determine any succession rights to the tenancy from a partner/spouse or family members in line with the requirements set out in the Housing Act 1985.

4.47 In the event that the sole tenant terminates the tenancy, vacant occupation must be given to the Council. The tenancy cannot transfer to anyone in the household in this circumstance.

4.48 The Housing Act 1985 however, does allow for the tenancy to be assigned by the tenant to someone who would succeed to their tenancy in the event of their death. If we determine that this condition is met, we will allow the assignment to take place (allowing for variations to those who can succeed between secure and flexible tenancies and tenancies started before or after April 2012). An example would be where the tenant moves into a nursing home leaving a spouse in occupation, if there had been no previous succession the spouse would be entitled to succeed under the 1985 Act and therefore could be assigned the tenancy in this scenario. There is no further right to succession after such an assignment.

4.49 If 4.48 is being exercised and we believe the tenant is being coerced into assigning the tenancy by a family member who appears to be putting undue pressure on them we

will engage Surrey County Council to investigate as a safeguarding concern and we will not effect any change to the tenancy until the issue has been resolved.

#### Lodgers and Subletting

4.50 Tenants must not sublet their tenancy, this is a breach of tenancy. They will have parted with possession and irrevocably lost their security and we will take enforcement action to recover possession of the tenancy in these circumstances under Section.93 of the Housing Act 1985.

4.51 Tenants are permitted to take in lodgers with the Council's consent. However, taking in a lodger would imply under occupation of the property. If tenants are taking in a lodger because they are under occupying their home by two bedrooms or more, we would expect them to move to a property that suits their needs rather than take in a lodger. In this instance we may provide short term consent to take in a lodger if the tenant takes steps to actively downsize and we determine that they would suffer financial hardship if we did not grant interim consent. If a tenant is under occupying their property by one bedroom and is the sole occupant, we would again provide short term consent with the expectation that the tenant looks to downsize. If a tenant is requesting consent for a lodger, under occupying by one bedroom and the tenant's family are still living in the home then we will provide consent for a lodger for a fixed term with the expectation this reviewed periodically and/or when family members move out of the home.

#### Caretaker to the tenancy

4.52 If a tenant is planning to be away from their home for more than four weeks, they are contractually obliged to advise the Council. If tenants do not advise us, we will start investigations for abandonment.

4.53 Tenants must occupy the property as their main and principal home and not doing so will result in a loss of security of tenure which means the Council can serve Notice to Quit to end the tenancy. However, there might be legitimate reasons why a tenant will be away from their home for extended reasons, such as going to prison for a short term. In such circumstances if the tenant's immediate family remain in occupation of the property, then the tenant can nominate a member of their family who is over 18 to become a caretaker of the tenancy until the tenant is able to return; this will need to be approved by the Head of Tenancy Services or Head of Housing Services and Business Planning. This would not be authorised where the incarceration relates to a breach of tenancy or a lengthy prison term where the property would cease to be the 'only or principal home'? in this circumstance we would look to recover possession of the property.

4.54 If a tenant is abroad and is unable to return due to illness or pandemic related travel restrictions then we will work with the tenant to identify a return date. In this circumstance we request full cooperation from the tenant and/or their representative to ensure the intention to return remains in place and that there is a target set to return to occupation. The tenant remains liable for the rent and failure to pay this may result in action under that procedure.

In neither circumstance listed above can the tenant sub-let their property during their period of non-occupation.

### Death of a tenant

4.55 In the event of the death of a tenant the tenancy will continue unless it is brought to an end by termination from an authorised person acting in relation to the deceased persons estate or termination by the Council as the landlord. To establish how to proceed we will need a copy of the death certificate and certified Will if there is one. Succession will be dealt with as per section below of this policy. If there is no one claiming a succession right then either of the following circumstances applies:

Death certificate and certified Will – on receipt of both of these pieces of information the Executor to the Will is able to terminate the tenancy through the Council or a lengthy prison terms tenancy termination process. Four weeks' notice to terminate is needed and rent is paid from the deceased tenant's estate in these circumstances. During the notice period the Executor must ensure the property is cleared and must return the keys to the Council at the end of the termination period. In exceptional circumstances we may agree a reduced notice period if the property has been completely cleared, this will be agreed by the Head of Tenancy Services or Head of Housing services & Business Planning.

Death certificate but no Will – in these circumstances the tenancy becomes intestate and must be ended through service of notice to quit on the deceased personal representatives and on the Public Trustee.

4.56 In the event that the deceased tenant has no Will, there is no one in occupation and there is no apparent next of kin we will enter the property during the notice period to see if we can locate important documentation that would help us to identify if there are any relevant parties to contact to notify of the death. We will also ascertain if the deceased has any valuables that need to be stored securely. When the notice period has ended and the property is empty, we will move any identified valuables to storage and will retain them for one calendar month, during which time we will serve notice using section 41 of the Local Government (Miscellaneous Provisions) Act 1982 on any potential representatives we have identified. After the period of one month, we will either dispose of items or sell them to recover any costs incurred by the Council. If we believe items to be of significant financial or historical value, we will make an application to administer the estate.

### Successions

4.57 Tenancies created on or before the 1<sup>st</sup> April 2012 can be succeeded on the death of the tenant by the tenant's husband, wife or civil partner. If none of these apply it can pass as an alternative to other family members as defined in section 113 Housing Act 1985, which includes children, brother, sister, uncle, aunt etc. In all circumstances the property must have been occupied as their principal home at the time of death. For family members, other than husband, wife or civil partner, they must also demonstrate occupation of the property for at least 12 months prior to the death of the tenant. Where there is an evidenced right to succeed the family member will succeed to the existing secure tenancy. If succeeded to by a husband, wife or civil partner, the succession will take place at the property regardless of whether the property is being occupied at capacity. For other family members succeeding to the tenancy but under occupying, there is a requirement to downsize to a property that meets the households needs as set

out in the Housing Allocation Scheme. Where the accommodation is 'more extensive than is reasonably required' and the family member does not voluntarily arrange to downsize, then the Council can seek possession on the discretionary ground 15A of the Housing Act 1985. Notice must be served under section 83 Housing Act 1985 (or where no such notice is served, possession proceedings must begin) more than six months but less than 12 months after the death of the tenant.

4.58 In rare circumstances the successor to a tenancy, which commenced prior to April 2012, is a minor. The Council only grants tenancies to persons over 18 years of age. In the circumstance that a minor qualifies to succeed the Council will give consideration to the grant of an equitable tenancy, enabling that the tenancy be kept in 'trust' until such time that the minor can legally take on the tenancy. A number of conditions will need to be satisfied including the appointment of a suitable 'trustee' that will be agreed in conjunction with Children's Services and an undertaking by the 'trustee' to maintain the conditions of the tenancy whilst being held in trust. This is a complex position and will need to be agreed by the Head of Housing Services and Business Planning or Head of Tenancy Services in conjunction with input from legal services.

4.59 Tenancies created after 1<sup>st</sup> April 2012 can only be succeeded by the husband, wife or civil partner of the deceased tenant as long as they can demonstrate that they occupied the property as their principal home at the time of death. The husband, wife or civil partner will succeed to the tenancy, which may be a secure or flexible tenancy. If succeeding to a flexible tenancy, they will succeed to the term remaining on the tenancy and will be subject to the review criteria set out within this policy when the tenancy is due to come to an end.

4.60 The exception to 4.59 is with flexible tenancies. If the tenancy were a joint flexible tenancy, then the husband, wife or civil partner will succeed by survivorship. If the flexible tenancy was the sole tenancy of the deceased tenant, then the tenancy does not automatically vest in the husband, wife or civil partner, it will pass to the qualifying family member in the administration of the estate. If the relevant family member meets the qualification criteria through the administration of the estate the tenancy will be vested in them. However, if there is no Will the tenancy is intestate, and the rules of intestacy will take precedence.

4.61 In all cases, whether the tenancy is pre or post April 2012, only one statutory succession is permitted. If there has been a previous succession, there can be no further successions to a tenancy regardless of whether the occupancy and family member criteria are met.

4.62 If household members remain in the property after the death of the last remaining tenant they are unauthorised occupiers and there are no succession rights, household members must participate in an interview to explore alternative housing options. Household members are expected to comply with personalised housing plans and actively explore alternative housing options. Whilst non-successors are seeking alternative housing, they are responsible for payment of weekly use and occupation charges at the property, these charges must be paid in advance. If non-successors are actively seeking alternative housing and maintaining payments against use and occupation charges, then we will allow them a reasonable period of time to remain in occupation of the property before commencing enforcement action to end the tenancy of the deceased tenant and recover possession; in such circumstances we will allow up to

six months occupation before recovering possession. If the non-successor is not actively seeking alternative accommodation and/or is not paying the use and occupation charge or breaching another term, e.g. committing ASB, we will seek to serve a notice to quit to end the tenancy sooner than six months. In the instance of non-payment of use and occupation charges, or other tenancy breach, notice to quit will be served as soon as the breach occurs.

4.63 Where an application is made from a family member for a non-statutory succession where there is no legal entitlement to the property the Review Panel will consider the application taking into account the views of both Housing Services and Housing Solutions taking into account:

- Occupancy of the property
- Household composition, including special requirements
- Financial position of the household
- Suitability of the property, including need for adaptations
- Requirements to remain in the locality
- Condition in which the household has maintained the property
- Behaviour of all household members during the tenancy
- Rent payment record
- Breaches of tenancy and enforcement action
- Vulnerabilities within the household due to age, illness or disability
- Banding within the Allocation Scheme

4.64 If a succession/assignment took place during a fixed term tenancy which came to an end and a new fixed term tenancy is granted at the end of the first fixed term tenancy further succession rights are created for the term of the tenancy; section 88 of the Housing Act 1985 does not apply.

#### Abandonment

4.65 If we believe a property has been abandoned our checks to verify this include visiting the property, attempting contact with the tenant and their next of kin, talking to neighbours, and instructing our fraud officers (Reigate and Banstead) to undertake residency searches, this will include detailed searches examining current connections to the property.

If we conclude that a property has been abandoned, we will serve Notice to Quit to end the tenancy.

#### Use of loft space, communal cupboards and other communal spaces

4.66 Health and safety and fire risk management is a priority for the council. As a result, tenants in flats or in independent retirement living schemes are not permitted to access or use loft space without prior written authorisation.

4.67 Tenants living in flats or in independent retirement living schemes are also not permitted to store items in communal cupboard space. If tenants living in flats have been allocated a cupboard or shed in communal areas, they must ensure this is well managed, that combustible or other high-risk items are not stored and must not run any utility supply to the facility.

4.68 Tenants living in houses can be permitted to use loft space for reasonable storage which must not contain combustible items or cause undue weight to bear on the ceilings. If tenants wish to run a power supply to the loft, they will need the Council's consent. If they wish to convert the loft to provide extra bedroom or living space, they require the Council's consent and must obtain relevant planning permission and building control certification for the conversion.

#### Existing Council Tenants wishing to move

4.69 The Tenancy Standard states that providers of social housing shall grant those who were social housing tenants on the day on which section 154 of the Localism Act 2011 came into force, and have remained social housing tenants since that date, with no less security where they chose to move to another social rented home, whether with the same or another landlord.

4.70 For Runnymede Council tenants this means that existing tenants on or before 1<sup>st</sup> April 2012 will retain their security as secure tenants if they decide to move. In these circumstances we will offer tenants a further secure tenancy regardless of whether the tenant is upsizing or downsizing. The exception is if the tenant were to move to a property let on affordable rent terms, in this situation the Tenancy Standard excludes the need to retain security, accordingly a flexible tenancy will be offered in line with the criteria set out in 4.8.

Runnymede Council tenants who became tenants after 1<sup>st</sup> April 2012 and chose to move will be offered a flexible tenancy, regardless of whether the tenant is upsizing or downsizing

4.71 The exception to 4.10 will be tenants choosing to downsize by two or more bedrooms into one bedroom accommodation, in these circumstances we will offer existing flexible tenants a full 10-year flexible tenancy (regardless of the period left to run in their existing flexible tenancy) and existing secure tenants will be offered a further secure tenancy.

#### Local Lettings Policies

4.72 The Council will use Local Lettings Policies to address specific housing issues that may occur within its stock, as and when required, under the powers afford to it in section 166A(6) of the 1996 Housing Act.

Local Lettings Policies will be determined collaboratively by the Head of Tenancy Services, Head of Housing Solutions and Head of Housing Services and Business Planning.

Local Lettings policies will be used to manage the Councils housing stock in the following circumstances:

- To address concerns about ASB, including reducing ASB and managing the impact of in a location
- To create stability and community cohesion
- To address low demand in particular areas or for difficult to let property types

- To manage new build properties
- For specialist housing types e.g., older persons housing

### Tenancy Support and Sustainment

4.73 Our approach is to support our tenants to sustain their tenancies. Unless the tenancy breach is so severe, e.g., mandatory ground for antisocial behaviour or risk of serious harm to staff and residents, we will offer tenancy sustainment prior to taking formal legal action. This could include signposting/referring the tenant to statutory services or other services, such as social prescribing, but it may also involve referrals to in-house tenancy sustainment.

We want to provide a supportive culture from the outset of the tenancy and during the tenancy in order to facilitate ongoing engagement with the tenant. Providing a supportive culture, particularly to residents with mental health issues, prevents the possibility of tenants withdrawing or not engaging.

## **5. Consultation, communication and training**

5.1 RBC will provide clear and comprehensive advice and information to residents.

5.2 Details of the consultation to be added

## **6. Monitoring and performance management**

6.1 We aim to review this policy in two years to ensure it reflects current legislation and latest examples of best practice.

6.2 Overall monitoring and review of this policy will be undertaken in consultation with staff, the Runnymede Council Residents Association, Surrey County Council ASC, Runnymede Community Services team and other relevant partners and stakeholders.

## **7. Equalities Implications**

7.1 In producing this document an Equality Impact Assessment (EIA) has been carried out.

7.2 An EIA is a way of assessing the impact, or likely impact, that a particular policy, procedure or decision will have on particular groups. This is used to assess whether in making the decision whether the Council has complied with its public sector equality duty under S149 of the Equality Act 2010 (as amended) to; eliminate discrimination and any other conduct that is prohibited under this act and to advance equality between those who share a protected characteristic.

7.3 Feedback from the Equalities group

## **8. Related strategies/Documents**

Tenancy Strategy  
Tenancy Standard

## 9. Version Control

Version Number	Date Amended	Comments	Date Approved	Author	Approved By
V1	May 22	First Draft started by AKendall and now updated		Maggie Ward	

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