

# Housing Services Tenancy Policy 2025

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## **2 Introduction**

This Tenancy Policy outlines our approach to providing a fair and transparent tenancy management service, reflecting our commitment to provide secure, high-quality housing and ensure that our residents have a safe and comfortable home.

The need for a Tenancy Policy is a requirement of social housing reforms set out in the Localism Act 2011 and is a requirement of the Regulatory Framework for Social Housing.

These reforms include the introduction of the right to issue tenancies for a fixed length of time and changes to the rights of succession. They aim to give social housing providers greater flexibility in making best use of their stock and Affordable Rent Tenure Options (affordable rent means up to 80% of the local market rent) to increase rental income and in turn maximise the supply of homes.

## **3 Scope of Policy**

This policy sets out how Havering Council (the landlord) use the range of options available in the Localism Act to assist in meeting its strategic aims, outlining the Council's approach to the use of different tenancy types to ensure the best use of valuable social housing stock, and it outlines the circumstances under which tenancies will be offered and the ways in which they will be managed.

The Localism Act requires us to publish clear and accessible policies outlining how we manage tenancies, sustain tenancies, prevent unnecessary evictions, and tackle tenancy fraud and sets out:

- the types of tenancy we provide
- where a tenancy of a particular type will be granted, and the length of the term
- when a flexible (fixed term) tenancy term of less than 5 years will be granted
- circumstances where another tenancy will be granted on expiry on the same or another property
- how applicants/tenants can appeal against the length or type of tenancy or the decision not to grant a further tenancy
- taking account of the needs of vulnerable people

- provision of housing advice and assistance if another tenancy is not granted at the end of the term; and
- discretionary succession rights

## **4 Legal Context**

This policy is set within the legislative framework outlined by the regulator of social housing provided by:

- The Housing Act 1985, 1988, 1996 as amended
- The Landlord and Tenant Act 1985
- Housing and Regeneration Act 2008
- The Housing & Planning Act 2016
- The Localism Act 2011 Page 1 of 9 Re-format – Ver 3 14.12.2022
- The Secure Tenancies (Victims of Domestic Abuse) Act 2018 3.2
- Home Standard 2015
- Tenancy Standard 2015
- Neighbourhood and Community Standard 2015

The Tenancy Standard states: “Registered providers shall offer tenancies or terms of occupation which are compatible with the purpose of the accommodation, the needs of the individual households, the sustainability of the community and the efficient use of their housing stock.”

In addition, the standard also states: “Registered providers shall publish clear and accessible policies which outline their approach to tenancy management, including interventions to sustain tenancies and prevent unnecessary evictions and tackling tenancy fraud”.

- Anti-Social Behaviour policy
- Domestic Abuse Policy
- Allocations Scheme
- Rent Setting and Income Collection policies
- Repairs Policy

## **5 Equality Statement**

All applicants will be invited to provide details of ethnic origin, sexuality, disability and other equalities information. Provision of this information will not be obligatory or a requirement. Such information however will help the Council monitor the number and types of households with protected characteristics reporting a housing need and their position under the policy. Therefore, applicants will be encouraged to supply the relevant information to be used for this purpose.

Equalities data will be kept and monitored on a regular basis to ensure adaptations are being assessed fairly. This policy itself will be monitored to ensure it does not operate in ways that discriminate against, or unfairly disadvantage, any group.

The Council will seek to ensure that this policy is operated in a manner that is fair to all sections of the community. The information provided will be kept confidential and treated with respect at all times.

## **6 Tenancy Types**

The Council determine the type of tenancy during the allocation of a property. We grant the following tenancies which may affect the security of tenure and rights in separate ways.

### **Introductory Tenancy**

If you are not currently a Havering social housing tenant in general needs housing, then you will be granted an introductory tenancy. This will convert to a secure fixed term tenancy after the initial 12 months providing there are no concerns, otherwise there is an option to extend for 6 months. Other scenarios may result in an introductory tenancy, such as creating a joint tenancy with a partner who has not held a Council tenancy previously.

There is no right to the following with introductory tenancies:

- Carry out improvements (though written requests will be considered)
- Transfers
- Lodgers or subletting
- Mutual Exchange
- Right to buy

An introductory tenancy can end by giving four weeks written notice. In exceptional circumstances, we may agree to the tenant giving less than four weeks' notice.

We may bring the tenancy to an end by serving notice, as detailed in the tenancy agreement and subsequently obtaining a court order for possession of the property.

We will only pursue this if the terms of the introductory tenancy have been breached.

## **Secure Flexible Tenancy**

Once an introductory tenancy has come to end, tenants will usually be granted a secure flexible tenancy for a fixed term period of up to five years. This may be shorter if there is good reason, such as history of arrears or antisocial behaviour, where a three-year tenancy will be granted.

## **Secure Lifetime Tenancy**

If you are currently on a secure lifetime tenancy and are transferring to new accommodation or if you are on a secure fixed term tenancy and moving to sheltered accommodation, you will be offered a secure lifetime tenancy.

## **Non-secure Tenancy**

These usually but not always take the form of a license and are granted as follows, Temporary accommodation, Service tenancies such as caretakers, Temporary decants, Garages – emergency rooms and issue licence.

## **Demoted Tenancy**

A demoted tenancy is a consequence of serious breaches of the tenancy agreement or anti-social behaviour that negatively impacts the community or property. It means the tenant loses some of the rights and protections they had under their original tenancy agreement.

The purpose of demoting a tenancy is to address and rectify the tenant's problematic behaviour while allowing them to remain in the property.

If the tenant can demonstrate improved conduct and meet the required conditions during the demotion period, they may eventually regain their full tenancy rights.

However, continued breach of the tenancy agreement during the demotion period could lead to further consequences, including possible eviction.



## **7 Tenancy Conditions**

The tenancy agreement is a legally binding document which is a contract between the tenant(s) and the Council which allows the occupation of a property in exchange for payment of rent and adherence to various conditions. In signing the tenancy agreement, the tenant agrees to abide by the contents of the Conditions of Tenancy which detail the specific rights and responsibilities which can vary depending on the type of tenancy you have.

The specific rights and responsibilities can vary depending on the type of tenancy you have. For example, there might be restrictions on your ability to transfer the tenancy to someone else, inherit it, or buy the property.

If you wish to end the tenancy, you must follow the proper procedure and serve the appropriate notices as specified in the agreement. Making any changes to the tenancy agreement requires the consent of both parties involved.

To fully understand your rights and responsibilities, it is essential to refer to your tenancy agreement carefully. This document will provide you with all the necessary information to ensure a clear understanding of what is expected from both you and the landlord throughout the tenancy period.

## **8 Tenancy Starts**

### **Housing Application**

We operate a Housing Register (Housing List) based on a points-based scheme. Refer to the Allocation policy for more information on how to apply.

### **Tenancy Start Date**

A tenancy will usually commence the Monday after the tenancy has been signed by both the applicant and the Council.

### **Settling-in visit**

All new tenants will receive a welcome visit within 15 working days of their tenancy start date. This is a settling-in visit to ensure that you have moved in and are adhering to the terms and conditions of your tenancy agreement. We will also discuss any support requirements you or someone in your household may have and develop a support plan.

## **Rents and Service Charges**

The rent and service charges are reviewed annually and are communicated to incoming tenants during the offer and sign-up process. For existing tenants and leaseholders, any changes to rents or service charges will be formally notified to you in accordance with your tenancy agreement.

It is essential that you fulfil your responsibility to pay the rent on time as specified in your tenancy agreement. If there are any changes in your circumstances, including extended periods away from the property, you must inform us promptly. Please remember that the property must be used as your principal home. Repeated absences may impact your benefit claim and could be subject to investigation.

## **Household composition**

We collect information about the household composition during the housing application process and again at the time of signing the tenancy agreement. It is important that you inform us if there are any changes to the people living with you in the property. The household composition must be suitable for the property; hence, we do not permit our properties to be overcrowded or under-occupied. If you wish to have someone live with you, you must seek permission from us beforehand.

As part of our property audits, we will verify the household composition, and anyone found living in the property without prior consent will be required to vacate the premises.

Certain properties do not permit the keeping of any pets at all. You should clarify whether you live in such a property with your Housing Officer before considering whether to keep a pet. Bringing a pet into such a property will be considered a breach of your Conditions of Tenancy.

## **Tenancy Management Information**

### **Identification**

At the start of your tenancy, or if it changes, we will ask you to provide two forms of photographic identification. We will also require a current digital photograph of each tenant for our records. These photographs will be taken by a Council Officer, or may, by agreement, be taken by the tenants themselves and submitted to the Council.

Such identification and taking of photographs is also a mandatory part of any tenancy audit that may be conducted during the term of your occupation and also the assessment of the conduct of your tenancy which we undertake in its final year (see section Tenancy Terms & Conditions).

When completing the tenancy sign-up process, we aim to ensure that you can live comfortably and independently in your new home. To achieve this, we need to gather essential information, including your preferred method of communication and any specific support needs you may have. The following key details will be collected to prioritise your safety and well-being:

- **Your preferred communication method** - Please let us know if you prefer to be contacted through phone calls, messages, emails, or formal written communication.
- **Preferred language** - Inform us of your preferred language to ensure effective communication.
- **Visual impairment and communication preferences** - If you have any visual impairments, please let us know your preferred method of communication.
- **Audio aid requirements** - If you require any audio aids, kindly inform us so that we can make appropriate accommodations.
- **Support worker or advocate** - If you have a support worker or advocate assisting you, please provide their details.
- **Medical health or mental health conditions** - Inform us of any known medical or mental health conditions to better understand your needs and provide appropriate support.
- **History of violence** - If you have a known history of violence, it is important for us to be aware of this to ensure a safe environment for all residents.

By collecting this information, we can tailor our services to better support you in your new home and promote a positive and secure living environment, such as by ensuring enough time is given to answer the door if it takes longer.

All information provided will be treated in confidence and will be used solely for the purpose of ensuring your well-being and comfort during your tenancy.

## **Issuing a Tenancy**

The tenancy will be issued based on the nominee(s) and transferee(s) listed on your housing application. If it is a joint application, the tenancy will be joint. In the case of a sole application, the tenancy will be granted to the applicant individually.

For properties with age restrictions, the tenant will be the person who meets the criteria, and in some cases, the tenancy may be sole if the partner is younger. This means that the eligible individual meeting the age requirement will be the named tenant in such situations.

## 9 Changes to Tenancy

### Adding a partner to a tenancy

If you are a sole tenant and have a spouse, civil partner, or partner with whom you have an ongoing relationship, the Council allows you to add them to your tenancy. However, joint tenancies between parents and children or siblings are not permitted.

When you add your partner, a new tenancy will be granted in both of your names, and the previous tenancy will come to an end. We will inform you about this before the termination of the existing tenancy.

It's important to follow the appropriate procedures and inform the Council about any changes in your household composition to ensure a smooth transition and compliance with the tenancy regulations.

If applying to move from a sole to joint tenancy each case will be assessed separately & may not be accepted.

### Removing a joint tenant

If one joint tenant wishes to remove the other joint tenant from the tenancy, it is essential to consider the legal implications, as the landlord cannot be involved in breaching anyone's rights. Here are the available options for this situation:

**Assignment:** You can request the other joint tenant to assign the tenancy over to you voluntarily. This means they transfer their share of the tenancy rights to you, making you the sole tenant.

**Court Order:** Alternatively, you can obtain a court order to transfer the tenancy to you. This legal process will determine the rightful transfer of the tenancy rights.

**Extenuating Circumstances:** If you have extenuating circumstances, you can provide us with the details. In cases of domestic abuse, we may consider awarding you a new tenancy. However, this would require you to surrender your existing joint tenancy.

The Council will carefully assess your situation and follow the appropriate legal procedures to avoid any complications or breaches of rights. The Council recommends seeking legal advice to understand the rights and options fully.

## Assignments

There are three main types of tenancy assignment, each requiring specific procedures:

- **Assignment by Mutual Exchange**
- **Judicial Assignment**
- **Assignment to a Successor**

### **Assignment by Mutual Exchange:**

Mutual exchange is a process that allows tenants to swap homes with other tenants. This type occurs when two or more tenants wish to exchange properties.

To proceed with a mutual exchange, both tenants must have the right to assign, and they need to obtain permission from the landlord.

As the landlord, we must not unreasonably withhold permission, and any refusal must adhere to the conditions set out in schedule three of the housing legislation.

### Who Can Mutual Exchange

Mutual exchanges are available to Havering tenants who hold a secure, assured, or who have completed their introductory tenancy and are now a fixed term tenant.

They can swap with tenants of Havering Council, housing associations, and other local authorities providing they have the following tenancy types:

1. Assured Tenancy – Typically for Housing Association tenants and a form of long-term tenancy
2. Lifetime Secure – Typically for Council tenants and a form of long-term tenancy
3. Flexible Tenancy – A fixed term tenancy, usually between 2 and 10 years with similar or same protections to a lifetime secure tenancy
4. Assured shorthold tenancy (AST) with a housing association - only fixed term ASTs of at least 2 years

If a tenancy is still an introductory tenancy or has been demoted then residents will be unable to exchange. We will also not consider exchange requests from residents with any other assured short hold tenancy, discretionary tenancies and licences and other forms of non-secure tenancies. This is not an exhaustive list.

### Why Tenants May Mutual Exchange

Tenants may seek a mutual exchange for various reasons, including:

- Under-occupying: A family whose children have moved out and many want to downsize to a smaller and more manageable property

- Overcrowding: A growing family may need a larger home to accommodate their needs
- Location: A tenant may wish to move closer to their workplace to reduce commuting time
- Adapted Properties: Tenants may need a home that better suits their physical needs.

What we need to progress an exchange:

- Mutual exchange forms completed correctly and in full (to include full names for each person) within 2 weeks of each other.
- Tenancy Audit – within last 12 months for Havering Council tenants, including passport-style head-and-shoulders photo of each tenant if needed to add to the tenancy
- Property Inspection with signed disclaimer for non-domestic appliances and any other non-standard item (if applicable)
- In date Gas Safety certificate
- In date EPC
- In date Electronics certificates
- Copy of tenancy agreement and passport-style head-and-shoulders photo of each incoming tenant if not Havering Council tenant
- If a Havering tenant, evidence of landlord permission for any alterations carried out to the property by the current tenant(s).
- Tenancy report for all households involved.

Failure to complete or allow access to complete any of these actions will result in the mutual exchange being resulted as incomplete. A new exchange will need to then be requested, and the process started again.

### Havering Council Tenants

Where two or more Havering Council Tenants are exchanging, we may consider allowing an additional room if a resident is downsizing. The main example of this is where a single person who requires one bedroom and is in a three bed is exchanging with someone who is in a two-bedroom property requiring a three bed. This will be subject to affordability checks and approval, with consideration given on a case-by-case basis.

### Property condition

When residents agree to a mutual exchange, they accept the property in its current condition. This means that, aside from any major works such as gas and electrical safety-related repairs, the property will be exchanged as-is. Residents should thoroughly inspect the property and understand that no additional repairs or improvements will be made by the landlord prior to the exchange.

### Grounds for Refusal

The Council can refuse a mutual exchange on several grounds, including but not limited to:

- Court Order: The tenant or proposed assignee is required to give up possession due to a court order.
- Possession Proceedings: Proceedings for possession have begun or a notice has been served under specific grounds.
- Anti-Social Behaviour Orders: Relevant orders or applications for anti-social behaviour or demotion orders are in force or pending.
- Excessive Accommodation: The dwelling is substantially more extensive than needed by the proposed assignee.
- Unsuitable Accommodation: The dwelling is not reasonably suitable for the needs of the proposed assignee and their family.
- Employment-Related Housing: The dwelling is part of a building mainly used for non-housing purposes and was let due to employment with specific organizations
- Charity Conflict: The landlord is a charity, and the proposed assignee's occupation would conflict with the charity's objectives.
- Special Features: The dwelling has features for physically disabled persons, and the proposed assignee does not require such features.
- Special Needs Housing: The dwelling is part of a group for persons with special needs, and the proposed assignee does not have such needs
- Management Agreement: The dwelling is under a management agreement with a housing association, and the proposed assignee is not a member or willing to become a member of the association.

Additionally, discretionary reasons for refusal may include:

- Anti-social behaviour or criminal convictions within the last two years.
- Sex offenders prohibited from living in specific areas.
- Unauthorized major home improvements.
- Non-compliance with local lettings plans or S106 agreements.
- Affordability issues.
- The proposed property not adapted to meet the needs of someone requiring adaptations, or cannot be adapted to meet those needs
- Tenancy still within its starter/introductory period.
- Tenancy type not allowing mutual exchanges.
- Poor property condition.
- Pets not being allowed at the locations of the exchange

### Grounds for Withholding Consent

The Council can withhold consent for the exchange to be completed, even if approval has been given for the exchange to take place. Consent for a mutual exchange may be withheld if:

- Anti-Social Behaviour: There is evidence of anti-social behaviour by either tenant.
- Breach of Tenancy: There are breaches of tenancy conditions by either tenant. These will need to be resolved prior to any exchange
- Legal Restrictions: There are legal restrictions or covenants on the property that prevent the exchange.
- Rent arrears – in some circumstances an exchange may be approved with arrears currently in place, however the exchange will not take place until these and related costs, such as court costs, are cleared.

These outstanding issues will need to be resolved to enable the exchange to take place.

### Types of exchange

The legislation governing social housing allows for two types of exchange to take place, and it is the tenancy type of the participants that determines which type is appropriate.

If the two participants involved both hold the same or equivalent type of tenancy, then the exchange will be conducted by assignment. This means that when the participants move, they will 'inherit' the tenancy that already exists at their new address.

If the two participants involved do not both hold the same or equivalent type of tenancy, then the exchange will be conducted by surrender and re-grant of new tenancy. This means that the current tenancy for each participant will end, and they will get a new tenancy at their new address of the same type as they previously held before they moved. It should be noted that if the receiving landlord does not ordinarily offer the specific type of tenancy in their portfolio that an incoming tenant has, then the closest possible tenancy type available to offer will be deemed appropriate.

### Completing an exchange

Once an exchange is approved, it is normally expected for this to be completed within two months of the approval. If the exchange does not go ahead in this period, or a date cannot be agreed, then it will be considered that the residents no longer wish to exchange, and it will be cancelled.

Once a date is agreed, should the exchange then not take place on this date, if there are no exceptional reasons for this, then it will be considered that the residents no longer wish to exchange, and it will be cancelled.

If residents do wish to complete the exchange after it has been cancelled, then they will need to submit new Mutual Exchange forms and begin the process again.

### Can you change your mind?

Tenants can withdraw their application at any point before the legal exchange document / new tenancy agreement is signed by notifying the council in writing. If they



then decide they did want to exchange, new forms will need to be submitted and the process will start again.

### Additional Considerations

**Pets** - Tenants must seek permission to have pets from their Housing Officer. Certain restrictions may apply based on property type and local regulations which can result in the exchange being refused.

### **Judicial Assignment:**

A Judicial Assignment happens when a Court Order is obtained to transfer the tenancy from one tenant to another. In situations such as divorce proceedings, a deed of assignment provided by the remaining party's solicitor is necessary, along with the court order.

### **Assignment to a Successor:**

If a tenant wishes to transfer their tenancy to a successor, this is known as a living succession or assignment to a potential successor. The same statutory requirements that apply when a tenant passes away must be met for this type of assignment. As a landlord, we are obliged to inform the tenant about the change in their rights resulting from assigning their tenancy.

It is essential to follow the appropriate method for the specific type of assignment to ensure a legal and smooth transfer of tenancy rights. If you are considering an assignment, please inform us, and we will guide you through the process.

## **Successions**

Tenancy succession occurs when a tenant passes away, and there are six types, each with specific conditions:

### **Survivorship Succession:**

This is an automatic and immediate transfer of the tenancy to the remaining tenant after the death of a joint tenant. It is a statutory right protected by law, regardless of the tenancy type.

### **Statutory Succession (Pre-April 2012 and Localism Act 2011):**

For tenancies predating April 2012 and the Localism Act 2011, the statutory succession rule allows the transfer of a sole tenancy to the tenant's partner or family member. The family members entitled to succeed are listed in s113 of the Housing Act 1985. To qualify, they must have lived with the deceased tenant for 12 months before their death. In cases with multiple qualifying members, the family usually decides the successor, or the landlord may decide if necessary, following s89 (2) b of the legislation.

### **Statutory Succession (Post-April 2012 and Localism Act):**

For tenancies after April 2012 and the Localism Act, the statutory succession rule permits only a spouse or partner to succeed unless the landlord has granted further rights in the tenancy agreement.

### **Succession and Best Use of Housing Stock**

In cases where the successor who didn't previously hold the tenancy finds the accommodation larger than they reasonably require or they have no use for certain adaptations, we may seek possession of the. The Council will follow the proper procedure by serving a notice, which will be issued no earlier than six months and no later than twelve months after the original tenant's death.

To initiate this process, we will ask you to complete an application form. Additionally, you will have the opportunity to bid for suitable alternative accommodation, and we may also present you with a direct offer.

However, we will not apply for legal possession until at least six months after the original tenant's death. During this time, we will make every effort to find you more suitable accommodation before resorting to legal action in court.

Our goal is to provide you with suitable housing options and minimise any potential disruptions, ensuring a fair and transparent process throughout

## **Right to Buy**

Under the Right to Buy scheme, you can apply to buy your general needs Council home if:

- It is your only or main home
- It is self-contained
- you're a secure tenant
- you've had a public sector landlord for 5 years - for example a Council, housing association or NHS trust Right to Transfer

## **Right to transfer**

The Right to Transfer under Section 34A of the Housing Act 1985 is the right that all Council Tenants have to come together as a neighbourhood, form a not-for-profit organisation and request to take ownership and control of their own homes.

# **10 Tenancy Sustainment**

## **Supporting Tenants and Sustaining Tenancies**

The Council dedicated to helping you maintain your tenancy, and we provide various forms of support to assist you in achieving this goal. Here are some examples of the support services we offer:

- **Visits:** We conduct regular visits throughout the tenancy's lifespan to check in with you, offer assistance, and address any concerns you may have.
- **Rehousing for Financial Hardship:** In cases of continued financial hardship, we offer rehousing options to help alleviate the burden and ensure you have suitable housing.
- **Housing Support Service:** Our housing support service provides a wide range of advice and assistance to address any tenancy-related issues you may encounter.
- **Tenant-Oriented Employment Projects:** We offer employment projects focused on tenants, aiming to improve their employment prospects and financial stability.
- **Anti-Social Behaviour Management:** We use all available powers to tackle anti-social behaviour to maintain a harmonious living environment for all tenants.

- **Garden Tidy Scheme and Home Management Projects:** We initiate projects like the garden tidy scheme and other initiatives to create a more pleasant environment for tenants.
- **Addressing Problematic Tenants:** We take action to address problematic tenants to ensure the well-being and safety of the community.

## 11 Vulnerable Residents

We understand that many of our residents may have vulnerabilities, ranging from learning difficulties to mental health issues, visual impairments, or being bed bound. Our commitment is to work closely with all our vulnerable residents, as well as their advocates, supporters, family members, and health agencies, to ensure they can live independently in their homes.

Our approach is centred on providing the necessary support and assistance to meet their individual needs. Whether it is ensuring accessible accommodations, providing specialised services, or offering guidance, we are dedicated to helping vulnerable residents lead fulfilling lives.

If, at any point, a vulnerable resident needs to move on to alternative accommodation, we collaborate with other departments to identify a suitable home and ensure a seamless transition. Our priority is to maintain the well-being and happiness of our vulnerable residents, and we take every step necessary to make their housing experience as comfortable and supportive as possible.

The Council has a comprehensive flexible (fixed term) tenancy review process which will consider the needs of any tenants with care and support needs prior to any decision. In addition, the circumstances of tenants with care and support needs will be considered with any introductory tenancy review decisions.

If you have any specific requirements or concerns, please do not hesitate to communicate with us. We are here to listen, understand, and provide the necessary help to ensure that all our residents, including those who are vulnerable, are well taken care of and able to thrive in their homes.

### **Accommodating Specific Needs and Providing Housing for Older People**

The Council takes special care to identify housing applicants who require specific property adaptations or mobility access during the assessment process. Our aim is to ensure that suitable properties are made available to meet their individual needs during the allocation process.

Additionally, we provide housing options specifically tailored for older people. This identification is done as part of the allocation process to ensure that we match the right property to the applicant's requirements. Tenancies within our sheltered stock are available for individuals who are 55 years and older. For this type of housing, a support plan is a mandatory condition, which ensures appropriate assistance and care are provided.

For tenants with the risk of increasing vulnerability we conduct assessments. This assessment helps us identify and rehouse them to more suitable accommodations that better meet their changing needs.

Our commitment is to provide housing that caters to diverse requirements and promotes a safe, comfortable, and supportive living environment for all our residents.

We work diligently to match applicants with properties that align with their specific needs and ensure that those facing changes in their circumstances are given priority in rehousing to maintain their well-being and quality of life.

### **Supporting Council Tenants Facing Tenancy Challenges**

If you are a Council tenant and facing difficulties with your tenancy that have not yet reached the threshold for eviction, we are committed to exploring all possible options to help you stay in your home. Our primary goal is to find solutions that enable you to maintain your tenancy and continue living comfortably.

In some cases, if moving you to a different property is the most viable way to provide assistance, we may consider a management transfer. This could involve relocating you to a property managed by a different department within the Council to address any challenges you are facing.

However, such situations are rare, and we will consider a safe surrender agreement only as a last resort. The safe surrender agreement allows you to be housed under a homelessness prevention duty, ensuring that you are not left without a home.

Our aim is to work with you closely, exploring all avenues to keep you in your current home or find an alternative housing solution that suits your needs and circumstances. We want to support you through any challenges you may be facing, and we are here to help you every step of the way.

## 12 Tenancy Enforcement

### Tenancy Audits

As your landlord, we take our responsibilities seriously, and one of our obligations is to ensure the safety and compliance of our properties. To achieve this, we conduct regular visits to each property at intervals that are deemed necessary.

These are periodic checks on who is living in the property. We will require immediate access as you will not be notified of these visits in advance. You must co-operate with the tenancy audit programme and refusal to comply is a breach of your conditions of tenancy.

The auditor will need to:

- interview you at your home
- check documentation to verify identity and residency
- take a passport-style head-and-shoulders photograph of each tenant for our records
- complete a property inspection

You will be required to sign a declaration that you have provided complete and accurate information before the audit can be considered complete.

These visits serve multiple purposes:

**Checking Occupancy:** During these unannounced visits, we verify the occupants of the property to ensure that they match the records we have on file. Knowing who is living in our properties is a legal requirement, and these visits help us keep accurate records of tenants and their household members.

**Providing Support:** Our visits also offer an opportunity for us to provide any necessary support or assistance to our tenants. If there are any concerns or issues, we can address them promptly and offer relevant support services if needed.

**Property Inspection:** These visits also serve as an inspection to assess the condition of the property. It helps us identify any maintenance or safety issues that may require attention.

Ensuring the correct occupancy and monitoring our properties is vital to maintain a safe and suitable living environment for our tenants. In the event that an illegal occupant is identified during our checks, we are obligated to take appropriate remedial action to address the situation in compliance with the law.

## Tenancy Fraud

At our local Council, we take fraud prevention seriously and are committed to tackling it at all levels. To ensure effective prevention, we employ various key methods, including:

**Data Analysis:** We utilise data analysis techniques to identify patterns, anomalies, and potential instances of fraud. This helps us detect suspicious activities and take appropriate actions.

**Multi-Agency Working:** We understand the significance of collaboration with other agencies and organisations. By working together with our partners, we enhance our ability to identify and address fraudulent activities more comprehensively.

**Information Sharing:** We believe in the importance of sharing relevant information with appropriate authorities and agencies to combat fraud effectively. This collaborative approach strengthens our efforts in preventing and combating fraudulent practices.

**Credit Reference Agency:** To further reinforce our fraud prevention measures, we engage with credit reference agencies to access relevant information that can help identify potential fraud risks.

Our aim is to protect the interests of our community and ensure that resources are used appropriately and fairly. By being proactive and vigilant in our fraud prevention efforts, we create a more secure environment for all our residents and stakeholders.

We encourage everyone to report any suspected fraudulent activities so that we can promptly investigate and take necessary actions to safeguard our resources and services.

### Introductory tenancy assessments

The primary purpose of introductory tenancy assessments is to evaluate the tenant's conduct, compliance with the tenancy agreement, and overall suitability for a full tenancy. These help to identify any potential issues, offer support and guidance where needed, and ensure that the tenancy is progressing smoothly.

Introductory tenancy checks will be conducted at regular intervals, usually at three, six, and nine months from the start of the tenancy. Additional assessments may also be scheduled if specific concerns or issues arise during the trial period.

**Notification:** Tenants will be notified in writing about the upcoming assessment, including the date, purpose, and any specific documentation required.

**Assessment Meeting:** The assessment will involve a meeting between the tenant and a representative from the local Council. During the meeting, the tenant's conduct, compliance with the conditions of tenancy, and any support needs will be discussed.

**Conduct Assessment:** The Council representative will assess the tenant's conduct and compliance with the tenancy agreement. Any issues or concerns will be documented.

**Support and Guidance:** If necessary, the Council will offer support and guidance to help tenants overcome any challenges they may be facing.

**Decision:** Based on the outcomes, a decision will be made regarding the continuation or termination of the introductory tenancy.

### **Outcomes of Introductory Tenancy Assessments:**

**Granting of a Secure tenancy:** If the assessment indicates that the tenant has adhered to the conditions of tenancy and demonstrated responsible tenancy behaviour, the introductory tenancy will continue until twelve months after commencement, and the tenant will be granted a full tenancy.

**Extension of Introductory Tenancy:** In some cases, where minor issues are identified, the introductory tenancy may be extended for six months to allow the tenant further time to address any concerns.

**Termination of Tenancy:** If significant breaches of the conditions of tenancy are observed, the Council may decide to terminate the introductory tenancy. In such cases, the tenant will be served with appropriate Notice as per legal requirements.

### **Fixed term tenancy assessments**

Their primary purpose is to evaluate the tenant's current circumstances, housing needs, and compliance with the conditions of tenancy. These reviews help determine whether the tenancy should be renewed or not.

Fixed term tenancy reviews will be conducted nine months before the tenancy ends,

**Notification:** Tenants will be notified in writing about the upcoming fixed-term tenancy assessment, including the date, purpose, and any specific documentation required.

**Assessment Meeting:** This will involve a meeting at the home between the tenant and a representative from the local Council. During the meeting, the tenant's current circumstances, housing needs, and any support requirements will be discussed.

**Housing Needs Assessment:** The Council representative will assess the tenant's housing needs and verify if the current property still meets those needs.

**Compliance Check:** The tenant's compliance with the conditions of tenancy, including rent payment history and property maintenance, will be reviewed.



**Support and Advice:** The Council will offer support and advice to tenants based on their individual circumstances, such as signposting to relevant services or discussing available housing options.

**Decision:** Based on the assessment outcomes, a decision will be made regarding the renewal.

### **Assessment of conduct of tenancy in its final year**

The assessment undertaken by Council staff towards the end of the secure fixed-term tenancy is an essential part of our decision-making process as to whether or not you would qualify for a further tenancy.

The Council is under a legal duty to assess all fixed-term tenancies at least six months before the tenancy comes to an end. We will normally start the assessment nine months before the tenancy ends.

Please note that non-compliance with any part of the assessment process could be considered sufficient ground to not offer a further tenancy upon the expiry of your current one.

A Housing Officer will need to:

- interview you at your home to discuss how you have conducted your tenancy and to talk over any potential problems during that may have arisen since your tenancy started
- check documentation to verify identity and residency
- take a passport-style head-and-shoulders photograph of each tenant for our records
- complete a property inspection

### **Outcomes of Fixed Term Tenancy Assessments:**

**Renewal:** If the assessment indicates that the tenant continues to meet the eligibility criteria and their housing needs, the secure fixed-term tenancy will be renewed for a further secure fixed term.

If we offer you a fresh fixed-term tenancy when your current one comes to an end, we will contact you during the final week to confirm details and to talk you through the process. If you have any rent outstanding from your current tenancy, this will be added to your new tenancy as a separate repayment condition. We will advise you of the minimum weekly payment required to ensure that it is paid off before we come to assess that tenancy prior to its expiry.

Please note that failure to pay off rent from a former tenancy will be seen as a major obstacle to you being awarded any further tenancy.

Our conversation with you will be taken as evidence that you want a new tenancy, unless you tell us otherwise. You will still need to sign a tenancy agreement for this new tenancy. You will have six weeks to sign the paperwork from the date of your new tenancy.

If you fail to do this for any reason, or do not comply with any other part of the renewal process, the offer of the new tenancy will be deemed forfeit, and the tenancy will be cancelled. We will then seek possession of the property through the court.

**Award of new tenancy at different address:** If the assessment indicates that the tenant is under-occupying the property by one or more bedrooms, the secure fixed-term tenancy will be not renewed at the current address, but it will be agreed to grant one at a different property that does meet the tenant's current needs (involuntary downsizing).

Where we identify involuntary downsizing, we will serve a Notice of Decision Not to Offer a New Secure Fixed-Term Tenancy. This will be served before the current tenancy enters its final six months.

From the point of service, the tenant should ensure that they have a live application on the Housing Register and should actively bid for properties of appropriate size. In exception circumstances, a direct offer may be made.

If a tenant refuses a legitimate direct offer, the agreement to offer a new tenancy will be deemed forfeit. We will then seek possession of the property through the court. A Notice Requiring Possession at the End of a Fixed Term Tenancy will also be served during the final two months if the tenant is still resident at the address.

In cases where there are additional reasons to decline awarding a new tenancy alongside involuntary downsizing, **all** negative factors must be ameliorated to the Council's satisfaction before approval to downsize will be granted.

**Renewal declined:** If the assessment indicates that the tenant has breached their Conditions of Tenancy in one or more ways sufficient to cause management to consider the tenant merits too great a risk to grant a new tenancy, no new tenancy will be authorised, and the tenant will be required to provide us with vacant possession and find somewhere else to live.

Where renewal is declined, we will serve a Notice of Decision Not to Offer a New Secure Fixed-Term Tenancy. This will be served before the current tenancy enters its final six months.

A Notice Requiring Possession at the End of a Fixed Term Tenancy will also be served during the final two months if the tenant is still resident at the address by that point. We will then seek possession of the property through the court.

It should be noted that S107D of the Housing Act 1985 grants a statutory right for tenants to request a review of a decision not to renew a tenancy wherever a Notice of Decision Not to Offer a New Secure Fixed-Term Tenancy has been served.

Such a request must be made in writing and be received by the Council not more than 21 calendar days from the date of the service of the Notice. Requests received outside this timescale will not be considered.

Any reviews will be conducted by a senior officer who has not been involved in the decision-making process. All reviews must be conducted on the grounds of whether we have carried out our actions and made our decisions in adherence with legislation and our own policies and procedures.

The Council also reserves its right to not enforce Notices if sufficient amelioration has taken place.

**Notice of Termination:** In exceptional cases where significant breaches of the tenancy agreement are observed or where the tenant's circumstances are no longer compatible with the property, the Council may serve a Notice of decision not to offer a new secure fixed-term tenancy. This will be served before the final six

### **Demotion of a secure tenancy**

Legislation permits the demotion of secure tenancies through the issue of a Demotion Order by a court, temporarily suspending security of tenure. This option is used when a tenant continues to breach the terms of their tenancy agreement, but we are unable to make a case for possession of the property.

To pursue a Demotion Order, substantial evidence is required, similar to what would be needed for a possession case. We undertake consistent and sometimes extended periods of monitoring as a crucial step before presenting the evidence to a judge when applying for an Order.

The purpose of demoting a tenancy is to address and rectify the tenant's problematic behaviour while still allowing them to remain in the property. However, this action is not taken lightly, and strict legal procedures must be followed to ensure fairness and compliance with the law.

Our objective is to maintain a fair and just approach to tenancy management while also upholding the rights and responsibilities of both tenants and the Council.

Demotion is considered as a measure of last resort when other options for addressing tenancy breaches are not viable.

### **Legal action and Support measures**

As the landlord, we have the responsibility to take appropriate legal action when necessary, which may involve seeking an injunction, prohibition order, or, as a last resort, possession of your home. However, we cannot enter your home without a Court Order obtained through legal procedures.

Our primary objective is to work with you to find resolutions to any issues that may arise. We are committed to taking the following actions to support you:

**Dealing with Complaints:** We will address any complaints you may have promptly and seek to resolve them effectively.

**Rent Arrears:** We will explore practical arrangements to help you clear any rent arrears you may have.

**Housing Support Service:** Our housing support service is available to offer assistance and guidance on various housing-related matters.

**Early and Preventative Action:** Where possible, we will take early and preventative action to address issues and prevent escalation.

**Safeguarding Vulnerable Residents:** We are mindful of vulnerable residents and will take their needs into consideration when considering any action.

It is essential to understand that tenants evicted by us may be treated as intentionally homeless under the homeless legislation. This could affect your eligibility for rehousing. We strongly encourage you to work with us to find solutions before such situations arise.

Our aim is to support you in maintaining your tenancy and ensuring a positive and stable housing experience. By working together, we can overcome challenges and create a secure and thriving living environment for all our residents.

## 13 Ending a Tenancy

### Tenancy End reasons

Tenancies can come to an end for various reasons, including the following:

**Surrender of Tenancy:** You may choose to surrender your tenancy voluntarily by informing us of your decision to terminate the agreement.

**Transfer to Another Property:** If you decide to move to a different property within our housing portfolio, your current tenancy will come to an end.

**Sole Tenant's Death:** If the sole tenant passes away, the tenancy will end. In some cases, there may be provisions for succession rights for eligible family members.

**Sole Tenant's Move to Care:** If the sole tenant moves into residential care or a hospice, the tenancy may be terminated.

**Eviction:** In exceptional circumstances where serious breaches of the tenancy agreement occur, eviction may be the result.

**Abandonment of Home:** If a property is left vacant for an extended period without communication from the tenant, it may be considered abandoned.

In all of these cases, there will be a notice either served by you on us or served by us on you. Your tenancy agreement will provide clear instructions on the process to follow if you wish to serve notice. As a Council, we can only serve notice under specific grounds for possession or serve a notice to quit if the tenancy has been rendered insecure.

Our aim is to ensure that the end of a tenancy is handled with fairness and in accordance with the law and contractual obligations. If you have any questions or need assistance regarding the termination of your tenancy, please do not hesitate to reach out to us for guidance and support.

### Tenancy end date

In the majority of cases, the tenancy will end on the Sunday following the return of the keys to the property. If, for any reason, entry to the property needs to be forced, the tenancy will still end on the Sunday following that entry.

However, if the keys have not been returned by the time the notice period expires, a "use and occupation" charge will be applied. This charge is meant to cover the

period during which the tenant continues to occupy the property beyond the notice period without returning the keys.

It is essential to adhere to the agreed-upon notice period and promptly return the keys to avoid incurring any additional charges.

### **Pre-Termination Visits**

If you are planning to transfer to another property within the Council's housing portfolio, a pre-termination visit may be conducted if we haven't recently inspected your current property. The purpose of this visit is to assess the condition of the property and ensure that there is no tenant damage.

If any damages are identified during the inspection, we expect you to rectify them before the transfer. It is important to take care of any necessary repairs or damages to ensure that the property is in suitable condition for the next tenant.

In cases where you fail to address the identified damages, we will proceed with the necessary repairs and then recharge you for the costs incurred. We encourage all tenants to take responsibility for maintaining the property in good condition.

It's important to note that if the damage is extensive and not addressed, it may impact your eligibility to transfer to another Council property. Our aim is to ensure that all properties are well-maintained and ready for the next tenant to move in comfortably.

### **Clearing belongings and Returning Keys**

As a tenant, it is expected that you clear all your belongings from the property before returning the keys. If you leave any belongings behind after the tenancy has ended, we may serve a notice under the Interference with Goods Act 1977. This notice informs you of our intention to remove and/or dispose of these belongings.

The cost incurred for the removal and disposal of these belongings may be recharged to you. We strongly advise tenants to ensure that they have taken all their belongings with them when returning the keys to avoid any additional charges.

If you need assistance or have any questions regarding the move-out process or the removal of belongings, please contact us. We are here to support you and ensure a smooth and efficient end to your tenancy.

## **Former Tenancy Records**

We will make every effort to recover all rent arrears prior to the end of a tenancy. However, once the tenancy has ended, any arrears and recharges will be dealt with and recovered.

All tenancy records will be held intact for a full six year's post tenancy end in line with good practice guidance on document retention. They will then be anonymised and/or disposed in line with the Havering data privacy statement and your data rights.

## **14 GDPR & Data Protection**

The London Borough of Havering shares the commitment to ensure that all data is:

- processed lawfully, fairly and in a transparent manner
- collected for a specific and legitimate purpose and not used for anything other than this stated purpose, or as provided for in our privacy and fair processing notices
- relevant and limited to whatever the requirements are for which the data is processed
- accurate, and where necessary, kept up to date. Any identified inaccuracies will be amended or removed without undue delay
- stored for as long as required, as specified within the London Borough Of Havering's Records Retention policy
- secured with appropriate solutions, which protect the data against unauthorised or unlawful processing and accidental loss, destruction or damage.

For further information about the Council's commitment to the General Data Protection Regulations (GDPR), visit the Council's website at [Havering data protection](#).

## **15 Review**

This policy will be reviewed every five years or at any significant change in relevant legislation.