



Tenancy Management Policy

Accent Housing: 27062024 v1.0

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Tenancy Management Policy



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Version History					
Version No	1.0			Doc ID (if applicable):	N/A
Date Produced: 27 June 2024					
Audience: Customers/colleagues					
Strategic Theme: Excellence Through Customer-Influenced Services					
Approval Route: Customer Experience Committee					
VERSION	APPROVED BY	REVISION DATE	NEXT REVIEW DATE	DESCRIPTION OF CHANGE New docs and major changes must be communicated to colleagues e.g. SharePoint/TBT/ eLearning	AUTHOR
1.0	CEC 16.07.24	27/06/2024	27/06/2027	New policy	Gavin Houghton
1.1	Dean Anderson	08/07/2026	27/06/2027	Minor Change to Tenancy Fraud section	Cara Jackson

Purpose:

The purpose of this document sets out how we will approach tenancy management and ensure that our tenancies are managed effectively, and in accordance with housing legislation, making best use and occupation of our housing stock.

This document also provides customers and colleagues guidance on the prevention and detection of unlawful sub-letting and occupancy and pursuing legal action for tenancy fraud.

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1. Introduction

This policy outlines our approach to ensure that we meet regulatory, legal, and contractual arrangements in the management of tenancies.

2. Scope

This policy aims to ensure that our colleagues and customers have clear understanding on how we will manage the following aspects of tenancy management:

- Joint Tenancies - Sole to Joint
- Joint Tenancies -Joint to sole
- Tenancy Fraud
- Lodgers
- Succession
- Notice to Quit (Abandoned properties)
- End of tenancy

3. References

Accent Policies and Procedures can be found in the [Corporate Library](#).

- Housing Act 1985
 - Housing Act 1988
 - Housing Act 1996
 - Protection from Eviction Act 1977
 - Landlord and Tenant Act 1985
 - The prevention of Social Housing Fraud Act 2013
 - The Fraud Act 2006
 - The Human Rights Act 1998
 - The Data Protection Act 2018
 - The Equality Act 2010
 - UK General Data Protection Regulation
 - Protection from Eviction Act 1977
 - Torts (interference with Goods) Act 1977
 - Accent Allocation & Lettings Policy
 - Accent Tenancy Policy
 - Tenancy Fraud Policy
 - Customer Inclusion and Support Policy
- Accent Starter Tenancy Procedure
- Accent Joint Tenancies: Sole to Joint system guidance
 - Accent Joint Tenancies: Joint to Sole system guidance
 - Accent Death of a Customer and Succession Procedure

4. Exceptions

There may be certain circumstances under which the terms of this policy may be reconsidered. Colleagues should be mindful of customer vulnerabilities and their specific needs. Extenuating circumstances will be assessed on a case-by-case basis and exceptions may be applied that require empathy and flexibility, to ensure that customers are treated fairly, compassionately and with respect.

Exceptions will be agreed with line management and must be recorded to ensure transparency and consistency in our dealings with customers. Colleagues should seek guidance from line managers when required.

5. Joint Tenancies – Sole to Joint

This policy sets out our approach to requests from customers to amend their tenancies from a sole tenancy to a joint tenancy. Changing a tenancy from a sole to joint tenancy is at the landlord's discretion, it is not a legal right.

Accent understands that family circumstances change throughout the life span of a tenancy and wish to accommodate and support such change where possible.

Accent will process and consider any application from an existing tenant who wishes to change their existing tenancy from a sole to a joint one. Accent will approve any such requests, providing all aspects have been considered and there be no adverse impact on the household, property, or community.

Everyone, who has been living in an Accent property for more than 12 months or more and can prove that the potential tenant has been living with them for the past 12 months can apply for a joint tenancy.

We will consider granting joint tenancies to (but not exclusive to):

- Married couples or civil partners.
- Established partners.
- Family members.
- Tenants who want to share a tenancy with their friends.

When considering the application, the existing tenancy will be reviewed and if there are any breaches this may result in a refusal or a request to address/resolve the issues before the application can proceed.

Accent may also refuse a joint tenancy request if the proposed joint tenant has previously breached their tenancy agreement or there are any concerns about the applicant in becoming a joint tenant.

We will highlight the impact of changing to the tenancy. Joint tenants have a "joint and several" liability which means that they have equal rights and responsibilities for the tenancy.

As we will issue a new tenancy agreement for any successful applications, both applicants will need to prove that they have the right to rent.

6. Joint Tenancies – Joint to Sole

This policy sets out our approach to requests from customers to amend their tenancy to a sole tenancy.

If a relationship breaks down, legally one of the joint tenants can end the tenancy. This may have a serious consequence for the tenant who still wishes to reside within the property so if this happens, we are required to notify both tenants of the implications of this.

Accent will work with both tenants and try developing a positive outcome for all parties, but occasionally we may refuse such a request if they feel that the decision to proceed will have a negative impact on either the customer, the surrounding community or if the property is not fit for the remaining tenant.

If any joint tenant wishes to relinquish their rights as a tenant and grant a sole tenancy to the other named tenant, then the application must be made in writing.

When considering the application, we will notify both tenants that the person who becomes the sole tenant will become solely responsible for the tenancy and therefore this will need to be agreed by both parties.

As part of the application process, we will review the existing tenancy and identify if there are any outstanding rent arrears or any other tenancy breaches. Accent may not agree to assign the tenancy if there are any tenancy breaches.

If the tenancy agreement allows it and all the joint tenants agree and there are no tenancy breaches then Accent would consider granting a sole tenancy to the remaining tenant, this will be done by a deed of assignment. All joint tenants must sign the deed of assignment as this will be the sole tenant's new tenancy agreement.

7. Lodgers

We understand that a lodger may provide support and company to an existing resident however there are instances when having a lodger may not be in the best interests of our residents. Independent advice should always be sought to ensure that this is in the residents' best interest. We recommend that all residents considering taking in lodgers carry out a range of checks to see how it can impact upon them. Further information can be found on the Citizens Advice website, some examples of what could be affected are described below.

A lodger can be charged rent and other charges that reflect the furnishings and amenities. Any rent charged to a lodger is to be paid to the resident and not Accent.

A lodger is classed as somebody who resides in a property with a resident, as part of the household, sharing some of the accommodation such as bathrooms and kitchens. They may have their 'own' room but will not have exclusive possession of it or any other part of the property.

We can refuse any lodger who we feel to be unsuitable but will not refuse consent without good reason.

Residents who have a secure tenancy have a statutory right to take in lodgers and our permission is not required. However, the resident should inform us so that we are able to maintain up to date household details.

Consent

Consent to take in a lodger may be reasonably withheld if:

- The lodger does not have the right to rent or does not provide evidence of the right to rent. The tenant must confirm this to Accent, but Accent cannot verify the Right to Rent.
- Taking in a sub-tenant or lodger would cause statutory overcrowding.
- Works are required to the property, which would affect the part to be occupied by the lodger.
- The tenant is subject to a possession order.
- The lodger has previously been evicted or subject to legal action by Accent.
- The proposed sub-tenant or lodger is subject to action for anti-social behaviour.

- It would not be appropriate for the proposed sub tenant or lodger to live with the tenant due to the nature and/or type of housing or scheme e.g. Extra Care, Supported Housing, Temporary Accommodation or age restricted schemes (e.g. Independent Living), however short term overnight stays (up to 2 weeks) are permitted when the tenant requires additional support, permission must be sought from the local Specialist Housing Partner.

Should a tenant wish to end their tenancy, the tenant must give notice and give vacant possession of the property. If any Lodgers are left in occupation once a tenancy has been terminated, they will be deemed to be an unauthorised occupant and action to repossess the property will be considered in line with the left in occupation guidance.

Rights of Lodgers

Lodgers do not hold any formal agreement with Accent and will not be considered part of the household for transfer purposes nor will they be taken into account when residents need to be decanted to an alternative property for major works.

Any rights and responsibilities the resident feels their lodger should have or keep to is an agreement held solely between them and their lodger and we have no involvement. Residents should always seek independent legal advice in these cases.

Advice to Tenants

If a resident is considering taking in a lodger, they must seek independent legal advice and benefit advice e.g. Citizens Advice Bureau.

Housing benefit and Universal Credit

For people in receipt of Housing Benefit or Universal credit they should declare this to the benefit agency as their entitlement may be affected.

Council tax

Residents are responsible for checking on the potential impact on Council Tax if living alone as they will lose the 25% single people's discount although there may be some exceptions, they should discuss this with their Council Tax department as this is their responsibility to ensure they are not in breach of any agreement by taking in a lodger.

Right to rent

Customers are responsible for verifying that the potential lodger has the Right to Rent. Advice can be given to the resident as how to verify this, and guidance is available online, but Accent colleagues should not carry out the checks for them. Confirmation is required before the lodger moves in.

Lodgers must have access to a bedroom for their own use, sleeping on a sofa or similar will not be approved.

Other considerations / potential impact:

- Extra income may affect certain welfare benefits.
- Home contents Insurance may increase.

- A signed agreement setting out rights and responsibilities is required (the resident should seek independent legal advice on how to have this agreement drawn up, Accent will have no part in drawing up an agreement between the resident and the lodger.)
- The resident should consider all/any risk associated risks to allowing a lodger to move into their home. It is recommended that the resident obtain references; Accent will have no part in reference checks for lodgers.
- Support and/or advice can be given to the resident, but Accent cannot offer to carry out any of the required tasks/checks on their behalf.
- We will not become involved in any disputes regarding any agreement made between the resident and the lodger. Residents take on this responsibility at their own risk.

8. Tenancy Fraud

. We are committed to ensuring the fair allocation of homes and making the best use of our housing stock. Social housing is a valuable resource that should be occupied by those with a genuine housing need. We take tenancy fraud seriously because it prevents people in need from accessing affordable housing and undermines the effective use of public resources.

We encourage colleagues, tenants, stakeholders and members of the public to report suspected tenancy fraud and provide a range of reporting methods. Colleagues receive regular training to help identify and report potential fraud.

Where tenancy fraud is identified, we will take appropriate action to recover the property, pursue legal remedies and, where criminal offences are suspected, work with local authorities and other agencies to support prosecution. We will also provide appropriate advice and support to any innocent occupants who may be affected. Through awareness raising, partnership working and robust investigations, we aim to prevent tenancy fraud and ensure social housing remains available for those who need it most.

Please refer to the Tenancy Fraud Policy for more information.

9. Succession

Succession is the transfer of a tenancy from a deceased customer to another individual. This document provides guidance to colleagues and customers regarding succession rights and our policy relating to Succession.

The rights to succeed are set out in law and the tenancy agreement. This policy does not create any additional rights. There can only be one succession to a tenancy.

When the tenant dies, the tenancy "vests" in a spouse/partner and also vests in a person qualified to succeed under the terms of the tenancy agreement.

- If a sole tenant dies, we will investigate whether anyone is legally entitled to succeed to the tenancy.
- A joint tenant succeeds via survivorship which counts as the one allowed succession. When the surviving sole tenant dies, there will be no further entitlement to succeed.

We will only accept succession claims in writing, and they must be made within seven days of the resident's death.

There can only be one succession on each tenancy – so if the resident who has died got the tenancy through succession, another succession would not be permitted. In exceptional circumstances we may consider a discretionary succession, but this will be reviewed on a case-by-case basis.

In circumstances where we cannot grant another succession, we will offer support and guidance to the occupant in finding alternative accommodation, this may include but not limited to, registering on a local CBL scheme, and registering with the Local Authoring Housing teams.

Successions are only eligible in the following circumstances:

- If it was a joint tenancy, the surviving joint tenant can take over as a sole tenant. This is known as survivorship.
- A husband, wife, civil partner or a person who was living with the tenant as if they were civil partners or a person who was living with the tenant as his or her wife can succeed to the tenancy, as long as they were living in the property as their only or main home when the tenant died, and they meet the letting conditions for the property.
- If the tenant did not have a husband, wife or civil partner, a member of the family can succeed to the tenancy. They must have been living in the property as their only or main home for at least 12 months. By 'member of the family', we mean children, stepchildren, parent or stepparent, brother or sister, uncle or aunt, or nephew or niece.

We will also consider allowing a carer to succeed if:

- They left their home to live with the tenant.
- They cared for the tenant during the time up to their death.
- They lived in the property, as their only or main home, for at least 12 months and are able to provide evidence of this.
- If more than one person meets the requirements for succeeding the tenancy, they should decide between them who will apply. If they cannot agree, they can all make a claim to the County Court to decide who will take over the tenancy. If the accommodation has shared living space or facilities, family members cannot succeed to the tenancy.

10. Notice to Quit (Abandoned Properties)

We aim to ensure that all our properties are occupied and that our customers are occupying the properties as their only or principal home. We will investigate all reports of suspected abandonments and tenancy fraud.

The legal basis for servicing a Notice to Quit (NTQ) is that the periodic tenancy can be ended by serving notice – providing the tenancy does not have security of tenure as an assured or secured tenancy. Security of tenure is lost if a tenant ceases to occupy the property as their principal home.

The terms of the tenancy agreement include the following provisions (or provisions to the same effect):

- When the tenancy starts, the tenant must take possession of the property and use it as their only or main home. The tenant must not part with it or sublet it.
- The tenant must let us know in writing if they are going to be away from the property for more than a month.
- The tenant must provide at least four weeks' notice in writing if they want to end the tenancy. If the tenant does not let us know that they are wanting to end the tenancy, they will still be.

In order to manage our homes, we may serve a NTQ in line with the following circumstances:

1. Where the tenancy is no longer an assured (or secure) tenancy. This is usually when:
 - The customer has abandoned the property and does not intend to return.
 - For some other reason the tenant is not residing at the property (and does not intend to return).
 - The tenant has sublet the property.
 - The tenant has died, and the property is not being occupied either by a qualified successor or a person to whom the tenancy has passed under the will of the deceased or the rules of intestacy.
2. The tenancy is one that is granted without security of tenure, such as certain tenancies granted under the Homelessness provisions of the Housing Act 1996, or a tenancy granted as a temporary decant tenancy. (These are usually called “contractual” tenancies).
3. Notice to Quit can also be used to terminate a licence agreement – provided the terms of the licence agreement are complied with.

If we suspect that a tenant has abandoned the property, then in addition to serving the NTQ we will serve a Notice of Intention of Seeking Possession (NOSP) on the grounds of tenancy breach. The breach will usually consist of failing to occupy the property and failure to give notice of absence but may also include other tenancy breaches and / or failure to pay rent/charges.

In the event of serving both an NOSP & NTQ, the NOSP will be served “without prejudice”.

We may also use a NTQ to terminate a licence agreement. Licence agreements, state when and how a notice can be given.

A notice to end a license agreement will usually need to be set out in a particular form, and this will depend on the type of license.

The general rule is that the notice must comply with certain requirements of the Protection from Eviction Act 1977. This means it must give at least 4 weeks’ notice and will contain certain wording specified by the Act.

But for some kinds of licence this is not the case. This is usually where the licence is one that is excluded from the requirements of the Protection from Eviction Act, such as a licence of hostel accommodation, or where the licence is granted to provide accommodation requested by a local authority under certain homelessness duties (in part 7 of the Housing Act 1996).

If the licence is granted for an occupier referred by a local authority the authority should be asked to confirm the section of the Housing Act under which the referral is made.

In all cases the terms of the licence agreement will be complied with.

When terminating a licence agreement, we will consider the occupiers circumstances to ensure that we act proportionately, when seeking possession. We will also offer advice and guidance for these customers on housing options and where to gain additional support and advice.

When terminating a tenancy following an NTQ, we will;

- Carry out a lock change.
- Take an inventory (this will be a general listing, identifying all valuable and large items).
- Take photographs.

- Make reasonable efforts to contact the tenant.
- Store items for 28 days.
- Sell unclaimed items.
- Reasonable costs for storage and expenses will be deducted from any sales proceeds or recharged to the tenant.

All actions carried out will comply with Torts (interference with goods) Act 1977.

Any items that we believe have little or no value will be disposed of after the Torts Notice expires.

11. End of Tenancy

We are committed to ensuring that there is a consistent approach to managing tenancy terminations and that all legal requirements are met. We will support customers throughout the end of their tenancy and ensure that properties are re-let efficiently.

Customers are required to give us notice in writing that they intend to end their tenancy. The notice period is clearly set out in the tenancy agreement.

Section 5 of the Protection from Eviction Act (1977) states:

'No notice by a landlord or a tenant to quit any premises let (whether before or after the commencement of this Act) as a dwelling shall be valid unless—

(a) it is in writing and contains such information as may be prescribed, and

(b) its period, and returns the keys to us, the tenancy will end by surrender. However, if the customer does not move out of their Accent home, the tenancy will not end, and the customer will remain liable for the tenancy. The tenancy will only end if the customer has given us written notice is given not less than 4 weeks before the date on which it is to take effect.'

Where a tenancy is a joint tenancy, notice can be accepted from one customer named on the tenancy agreement.

We will not end a tenancy before the tenancy termination date, unless:

- A sole tenant dies and there is no legal successor; or
- The customer makes special arrangements with us.

This means the customer will continue to be liable for the property until the end of the notice period, even if they return the keys before the termination date, or they give us a shorter notice period.

We will ensure that we maintain close contact with our customers during the notice period, and that our customers understand their obligations in relation to the tenancy termination process.

Where the outgoing customer has surrendered their tenancy but failed to remove all their belongings, we will follow the requirements of the Torts (Interference with Goods) Act 1977.

We want our customers to have a positive experience at the end of their housing journey with Accent. We will aim to conduct an end of tenancy meeting within 48 hours of receipt of the notice to terminate. The end of tenancy meeting may be held face to face in the customer's home.

We will:

- Find out why our customers are intending to leave their Accent home and explore any opportunities to retain them as a customer, and, where we are unable to do so, we will use this information to address any issues and anticipate future avoidable terminations.
- Capture and record all relevant data, including forwarding address and reasons for leaving, to support the end of tenancy journey.
- Make customers aware of their obligations to pay their rent and other charges to ensure the tenancy ends free of debt.
- Make customers aware of their obligations in relation to leaving the property clean and clear of all belongings at the end of the tenancy.
- Understand any repairs that are required and discuss potential recharges as early in the termination process as possible.
- Capture any marketing information such as photos and videos to support the efficient re-let of the property.
- Inform customers that where photographs and/or videos are available, they may be used for marketing purposes and shared with potential new customers, and they should therefore be mindful that the images do not show any personal or confidential information.
- Tell customers how they can return their key and/or fobs. This will usually be by leaving them in a key safe that will be provided for this purpose.
- Seek feedback from the customer on the end of tenancy journey through Rant and Rave.

We will work with all tenants to maintain and sustain their tenancies and provide support and guidance to prevent unnecessary evictions. We will offer support in referrals to external agencies that will be able to offer advice and guidance to tenants, we will offer guidance regarding any tenancy breaches and how to

correct these. Where an eviction processed, we will offer support to the tenant/tenants on their housing options, which may include, but not limited to, advising to register with their Local Authority, registering on a local CBL scheme.