



# Tenancy Management Policy

## 2025 - 2028

(Incorporates Tenancy Strategy requirements.)

### Version Control

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### 1. Introduction

The Tenancy Management Policy sets out our approach to providing an efficient and effective Tenancy Management Service. The policy has several underlying procedures and guidance notes, which are in place to ensure we provide a service which reflects our responsibilities and good practice. By providing robust and consistent Tenancy Management we are doing everything reasonably possible to build thriving, resilient communities and deliver a high-quality customer service to residents who live in our properties and on our estates.

This policy supports the Council's commitment to championing equality by ensuring procedures are in place, so all residents are treated fairly and without unlawful discrimination in line with the Equality Act 2010.

### 2. Scope

This policy applies to secure and introductory tenants in housing owned by Cannock Chase District Council (hereinafter referred to as CCDC or the Council). It does not cover assets such as garages, shops or leasehold properties. The Tenancy Management Policy focuses on managing a tenancy, in terms of Tenant rights and ensuring that Tenants are aware of their responsibilities and adhere to them. This policy is designed to inform staff and Tenants to ensure a fair and consistent service is provided.

The policy covers the following areas:

- Creating a new tenancy

- Changes in tenancies including succession, assignment, and mutual exchanges
- Managing and sustaining tenancies
- Our approach to relationship breakdown and the forming of new relationships
- Ending a tenancy

This policy should be read in conjunction with our other Council and Housing policies detailed below:

- Anti-Social Behaviour policy
- Allocations Policy
- Income Collection policy
- Tenant Rechargeable Repairs Policy
- Tenancy Agreement

This policy also meets the requirements of the [Localism Act 2011](#) to produce and update a Tenancy Strategy, and as such replaces the [Tenancy Strategy March 2012](#). The legislation requires a Strategy to cover:

- What kind of tenancies to offer
- Circumstances in which the landlord will grant a tenancy of a particular kind
- Where a tenancy is set for a fixed term, the length of term
- Circumstances where the landlord will grant a further tenancy on the ending of the existing tenancy

Registered Providers are expected to give 'due regard' to the objectives and principles set out in local authority Strategic Tenancy Policies.

### **3. The Regulatory requirements**

The Council will ensure that the Policy meets all legislative, regulatory and good practice requirements and minimises eviction being carried out. This will include, but not limited to, the Housing Act 1985 and 1996, the Localism Act 2011, Anti-Social Behaviour Crime and Policing Act 2014, and the requirements of the Regulator of Social Housing.

The Council will ensure that no tenant's human rights or statutory rights are breached by the implementation of this policy, in accordance with the Human Rights Act 1998 and all relevant housing legislation. Consideration is given to the responsibilities of the Council to promote and assist in building sustainable and balanced communities.

### **4. Policy Detail**

#### ***a. Types of tenancy-***

CCDC offers the following types of tenancy:

#### **Introductory tenancy**

Section 124 of the Housing Act 1996 made introductory tenancies available to local authorities. All new Council tenants will be offered an introductory tenancy lasting up to 12 months. An introductory tenancy has the same rights as a secure tenancy but for this 12-month period a Tenant cannot:

- Buy their Council home.
- Make any alterations to the home.
- transfer or Mutually Exchange.
- take in a lodger without written permission from CCDC
- Create a joint or sole tenancy agreement different to the original agreement in place.

Throughout this 12-month period, the tenancy will be monitored. When a tenant has successfully completed their tenancy, they will then be automatically granted a Secure tenancy following a tenancy audit. If there is a breach of tenancy during this 12-month period, the Council can extend an introductory tenancy for a maximum period of a further 6 months. However, if the Council feels that the severity of the breach is high enough to render the tenant unfit to retain a council tenancy, it will take steps to terminate the introductory tenancy before the 12-month period or extended period ends. The tenant will be given notice of the intention to extend and will be given an opportunity to request a review of the decision.

Any introductory tenancy not ended within this period will automatically, by law, become a secure tenancy. If steps are taken to end an introductory tenancy, the tenant will be supported to access help and advice on alternative housing options if this occurs.

### **Secure Tenancy**

A secure tenancy is a lifetime tenancy meaning it cannot expire and can only be brought to an end if the tenant breaches their tenancy conditions or in circumstances specified in the Housing Act 1985. Once the term of an introductory tenancy has been successfully completed, the tenancy automatically becomes a secure tenancy. A secure tenancy is a lifetime tenancy meaning it cannot expire, and a tenant(s) will keep the protection of a secure tenancy so long as they continue to live in their premises as their only or principal home. A failure to do so results in security of tenure being lost, automatically, in law. Whilst the tenancy remains secure the Council can only terminate the tenancy if the tenant has breached their tenancy conditions.

Secure Tenants can:

- In certain circumstances pass on their tenancy when they die if applicable and in accordance with the relevant laws (known as succession)
- Exchange homes with another tenant of the Council or another social landlord via mutual exchange
- Buy their home (under the 'Right to Buy' scheme) (Subject to relevant qualifying periods and properties)
- Make improvements or alterations to their home (subject to permission)
- Have lodgers, (except in Independent Living accommodation or if it breaches the 'permitted number' of people in a property).

- Seek to transfer to another Council property in which they would be granted a new secure tenancy

### **Demoted Tenancies**

The Anti-Social Behaviour Act 2003 introduced a power for local authorities to apply to the Courts to demote a tenancy where a tenant, resident or visitor to a property has engaged in, or threatened to engage in, anti-social behaviour or use of the premises for unlawful purposes. A demoted tenancy is a form of tenancy that reduces a tenant's security of tenure and rights for 12 to 18 months. When a tenancy is demoted, the rights to succeed to or assign that tenancy and the right to buy may be altered for the duration of demotion.

### **Fixed Term Tenancies**

The Council previously decided, as part of the last [Tenancy Strategy](#), not to introduce fixed term tenancies and will continue the current policy of:

- Granting introductory tenancies to all new tenants; and
- Offering a secure “lifetime” tenancy provided that the introductory tenancy has been conducted satisfactorily (as detailed above).

The Council's policy of not granting fixed term tenancies will be reviewed as part of the Tenancy Management Policy review in three years' time.

**N.B.: The [Renter's Rights Bill](#) has proposed the abolishment of fixed term tenancies, therefore this is the position until the event of their abolishment through any subsequent Renter's Rights Act.**

#### *Information for Registered Providers.*

The Regulatory Framework for Social Housing in England sets out the specific standards that registered providers of social housing must meet. Within this framework, the [Tenancy Standard 2024](#) places a number of required outcomes and specific expectations on registered providers, the Council expects these to be followed.

The Council recognise that fixed term tenancies\* will help Registered Providers to make the best use of their housing stock but do not wish to undermine the creation of mixed and sustainable communities. It is considered important not to discourage people from seeking employment and if the security of their tenancies were linked to them not improving their circumstances it could help to create a 'benefit trap'. In addition, fixed term tenancies may not be appropriate for all tenants, particularly older people and vulnerable people e.g. people with learning or physical disabilities or mental health problems who are receiving support that is linked to their accommodation.

### **Issues for Consideration**

- Five years should be typically used as the minimum term for all fixed term tenancies\*.
- Lifetime tenancies should continue to be used by providers of extra care housing.
- Those receiving long term support linked to their accommodation or have properties that have received major adaptations should receive lifetime tenancies or longer fixed terms based on an assessment of their future needs.
- Fixed term tenancies\* should be renewed unless there has been a change in the tenants' circumstances to the extent that they are able to afford a different tenure or they are under occupying their home by two bedrooms or more.
- Advice and guidance on alternative housing options must be given by the provider as soon as a decision is made to end the tenancy and a minimum notice period of six months should be given.

### **Facilitating appropriate move-on**

The Council are committed to preventing homelessness and do not want to see an increase in homelessness due to decisions taken to terminate a fixed term tenancy. Tenants who have had their tenancy reviewed should be given a minimum of six months' notice if the provider plans to end the tenancy. Reasons for the decision must be given to the tenant and information on their right to appeal the decision.

Registered Providers must provide households affected by the termination of a tenancy with advice and assistance to secure alternative accommodation. This could include:

- Identifying more suitable accommodation that meets the households needs within their own stock
- Providing advice on low cost home ownership options
- Welfare related advice and/or signposting to appropriate advice services
- Advising on renting in the private rented sector and assistance in identifying and securing a suitable property.

\* As referred to above, the [Renter's Rights Bill](#) has proposed the abolishment of fixed term tenancies, therefore this is the position until the event of the abolishment of Fixed Term Tenancies through any subsequent Renter's Rights Act.

### ***b. Creating a tenancy***

For all applications, the Council offers either a sole or joint tenancy to new individuals or households moving into a new Council home. This is subject to eligibility. Where there is more than one housing applicant, it is the household's decision whether to apply for a joint or sole tenancy. The Council recognises applications for joint tenancies by two

people who are married or in a civil partnership or live together as a couple. Joint tenancies will not be offered to any other pair of people, apart from siblings that have always lived together or where one is the carer of the other. Applicants for a joint tenancy, will need to provide proof of marriage or civil partnership or living together as a couple, for at least the last 12 months (or the relevant sibling relationship).

The tenant is responsible for telling CCDC when they have changes to their household. This includes persons moving in, persons leaving the property, and to their marital or relationship status with another joint tenant or the number of children in the household. This should also include changes to contact details or vulnerabilities. It is important if any of these changes have taken place that tenants contact the Contact Centre and ask to speak to their Neighbourhood Officer or notify Neighbourhood Service via Housing online.

Tenants who change their name will need to provide evidence of the change before a tenancy agreement can be updated. The Council will accept the following documents as evidence:

- Government issued documents, such as Passport or Driving licence
- Certificate of marriage, civil partnership, or divorce/dissolution
- Confirmation from High Court if the change is via Deed Poll

A tenant should not move person(s) into their property if this means their home would then become overcrowded.

### **Sole and Joint tenancies**

**A sole tenancy-** is where one member of the household signs the tenancy and is responsible for ensuring the household fulfils the responsibilities set out within the tenancy agreement. This includes paying the rent and ensuring no one in the household is responsible for causing anti-social behaviour. Where there is a breach of tenancy, the sole tenant is accountable, even if a member of their household or guest is responsible for the breach of tenancy occurring.

**A Joint Tenancy-** is where two people have the responsibility for meeting the requirements of the tenancy agreement and enjoy equal rights to the tenancy and to being consulted by the Council. Both tenants are entitled to stay in the home until the end of the tenancy and both joint tenants will be responsible for all the rent regardless of whether they live in the property or not.

**Sole to joint tenancy-** it is not legally possible for a sole tenant to 'add' a joint tenant to their tenancy. The Council may agree to a surrender of an existing sole tenancy where there has been no succession and a re-grant to the original tenant and a new joint tenant, but it is not obliged to do.

So, a sole tenant can convert their current tenancy to a Joint Tenancy, but both parties must agree for the respective partner to be added to the tenancy.

**Assignment** - The Neighbourhood Officer will need to check whether it is lawfully possible for a joint tenancy to be assigned in accordance with s.91 of the Housing Act 1985. The tenant will be required to complete a Deed of Assignment. It is advisable that tenants seek independent legal advice. Where the tenant has a statutory right of assignment, then it is not necessary to sign a new joint tenancy agreement; this will instead be recorded on the Council's housing management ICT system and both tenants will receive written confirmation of their joint tenancy.

Where assignment is not possible or practical, the Council will consider granting a new joint tenancy to replace the previous sole tenancy. Any applications for a sole tenancy to be converted to a joint tenancy will be refused under the following circumstances.

- The household cannot provide proof of marriage or civil partnership, or of joint residency for at least 12 months prior to the application.
- There is outstanding action against the household for a breach of tenancy.
- There are outstanding debts.
- There is a history of tenancy breaches.
- The tenancy has been demoted.
- The applicant is already named on another tenancy.
- The tenancy would create an intergenerational tenancy.
- There is legal action being taken against the property including but not limited to a notice seeking possession has been served, an injunction is in force, a possession claim has been issued; a suspended possession order is in force.
- The house would become overcrowded or under occupied.
- The applicant is under 18 years old, unless it can be shown the joint tenancy is necessary for the minor;
- The applicant would not qualify for an allocation of social housing.
- There is a history of relationship breakdown between the sole tenant and the Applicant; or
- The Council has previously taken enforcement action against the proposed joint tenancy, or they are known to be anti-social or have engaged in criminal conduct.
- Where the property is Independent Living accommodation, only people 55+ will be able to become joint tenants. However Civil and married partners can live with their partners in independent living accommodation. This is subject to the permitted number of residents to the property type.

**Joint to Sole Tenancy-** The Council cannot legally remove a joint tenant from a joint tenancy and it is not possible for a joint tenant to assign their tenancy to the other joint tenant.

A joint tenant may terminate the tenancy by serving a valid notice to quit which will have the effect of ending the tenancy for both. The Council can either take possession proceedings against anyone continuing to occupy the property or offer a new sole tenancy to the remaining occupier, although it is not obliged to do so.

Alternatively, the Council may agree to a surrender of the joint tenancy and a re-grant of a new tenancy to a sole tenant.



The tenant who wishes to remove themselves from the tenancy will be required to complete a Deed of Assignment.

Where an assignment cannot be agreed between joint tenants, those who are married or in a civil partnership can apply to the Family Court to transfer the tenancy.

When one of the joint tenants moves out of the home, the remaining tenant should notify the Council. A deed of assignment will only be agreed if:

- Both parties agree; and
- There are no outstanding breaches against the tenancy (this will not apply where the absent tenant was sole cause of antisocial behaviour)
- There are no outstanding rent arrears.
- The home being specifically adapted for the absent tenant (in this case an alternative home may be offered)

There may be circumstances where a property would be much more suitable for other individuals rather than a proposed sole tenant, for example if the tenant is significantly under occupying or the property is adapted for a disabled person.

In such circumstances we may look to rehouse the tenant into a more suitable property. The successor would be considered for a direct let.

The Council can refuse to consent to a new sole tenancy. Reasons for refusal include (but are not limited to) if:

- There has been a previous succession to the tenancy or an assignment to a potential successor
- There are outstanding rent arrears;
- There is legal action being taken against the property including, but not limited to: a notice seeking possession has been served, an injunction is in force, a possession claim has been issued, or a suspended possession order is in force;
- The house would become overcrowded or under occupied.
- The applicant is under 18 years old, unless it can be shown the joint tenancy is necessary for the minor.
- The applicant would not qualify for an allocation of social housing.
- There is a history of relationship breakdown between the sole tenant and the Applicant; or
- The Council have previously taken enforcement action against the proposed joint tenancy, or they are known to be anti-social or have engaged in criminal conduct.

### **Relationship breakdown**

It is possible for a non-tenant occupier to obtain a court order in family or matrimonial proceedings to have a sole tenancy transferred into their name. It is also possible for a court to order that a joint tenancy should be transferred into a sole name. This can be under matrimonial or family law, or under the Children Act 1989. Where the court orders this, the Council will transfer the tenancy as ordered, unless the tenancy has already been brought to an end or will be brought to an end by a notice to terminate which was served before the court order.

It may be possible, prior to breakdown, for a sole tenant to request an assignment of the tenancy to someone who could be a successor. (The tenancy would remain a sole tenancy).

Where a joint tenant or occupier is a victim of domestic abuse, the Council will ensure referrals to partner agencies are made including (where appropriate) a MARAC referral. The Council will also consider use of its 'Safe As Houses' Scheme to complete minor works such as installation of security lighting upon recommendation from the Police. Where a joint tenant or occupier is convicted by the Courts of a domestic abuse related offence, the Council will interview the perpetrator and consider whether to take action to evict the perpetrator. A perpetrator is someone who uses, or threaten to use, violence or abuse (including physical, psychological, sexual, emotional abuse, or restricting financial control), or intimidates any person (including children) living with them.

### ***c. Changes to tenancies***

**Succession** - allows the tenancy to be passed on to certain qualifying people when the tenant dies. The tenancy agreement sets out the statutory rights to succession.

The law allows only one statutory succession to each tenancy. Consequently, on the death of the tenant there can be no further right of succession where the deceased tenant is classed as a successor. The deceased tenant is classed as a successor where:

- They will become the tenant by succession.
- The tenancy was assigned to them as a potential successor.
- They previously exchanged from another property and had been a successor at the previous property.
- They became the tenant under a court order and the previous tenant was a successor.

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

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

- They were the tenant's wife, husband, civil partner, or partner (this includes same sex couples) provided they lived with the tenant in the home as their principal home prior to the death of the tenant or
- If there is no spouse/ partner in occupation the tenancy could pass to a partner or another relative, provided that person had been occupying the property as their only or main home with the tenant throughout the 12-month period before the tenant died.

Where there is more than one person qualified to succeed, the tenant's spouse or civil partner or partner is to have priority. If there are two or more family members entitled to succeed, then they must agree between them which one is to be the successor because only one person can succeed. If they cannot agree, a management decision will be made as to whom the tenancy should pass to. The Council does not have to explain the rationale for this decision where competing rights are deemed equal.

A person who succeeds to a tenancy is granted a continuation of the existing tenancy, (including all the rights, responsibilities and the charges made under that tenancy) not a new tenancy.

Under section 86A of the Housing Act 1985, a tenancy that started before 01 April 2012 can be succeeded to a wider group of family members i.e. brother, sister, grandparent and grandchildren. Following the Localism Act 2011, where a tenancy is created after 1 April 2012 the statutory right of succession is limited to partners.

There may be circumstances where a property would be much more suitable for other individuals rather than a successor, for example if the successor is significantly under occupying or the property is adapted for a disabled person. In such circumstances we may look to rehouse the successor into a more suitable property. The successor would be considered for a direct let. If the successor refuses to move voluntarily then we may serve a notice on the successor between 6 and 12 months after the previous tenant's death. We would not look to seek possession of a property for under occupation if the successor was the spouse or civil partner of the deceased tenant.

**Assignment-** (passing on a tenancy) is only possible for secure tenancies in the following circumstances (as set out in the tenancy agreement):

- With agreement of all parties. The tenant can terminate the sole tenancy on the agreement that a new joint secure tenancy would be granted. Assignment will be refused if the tenant or the other party owes the Council arrears or there is currently outstanding Anti-Social Behaviour (\* ASB) matters.
- As a mutual exchange. For this to apply the tenants must have no arrears and no outstanding ASB.
- Where a court orders, or as part of divorce or judicial separation proceedings on a termination of a civil partnership under the Matrimonial Causes Act 1973, Matrimonial and Family Proceedings Act 1984 or the Civil Partnership Act 2004 or Children Act 1989; where a court orders a granting of a tenancy to a specific tenant.
- To a potential successor, for example, someone who would have had the right to succeed to the tenancy on the death of the tenant. This is only possible if there has been no previous assignment or succession.

Demoted tenancies may only be assigned in pursuance of a court order.

**Assignment by way of mutual exchange-** a mutual exchange can be accepted from any Social Housing tenant who has either a secure or an assured tenancy. We will not permit exchanges with tenants of private landlords. We will only refuse consent on the

same grounds as are available for secure tenants and outlined in Schedule 3 of the Housing Act 1985.

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

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

Tenant(s) can apply for an exchange as an introductory tenant with another introductory tenant or secure tenant or an assured tenant of a Registered Provider. Permission, which may be conditional on the tenant(s) paying any rent outstanding or remedying any other broken terms of the Tenancy Agreement, will be given subject to the grounds set out in Schedule 3 Housing Act 1985 and the agreement of any other landlord. Such an exchange must be carried out under the special introductory tenancy exchange procedure which requires the tenant(s) to surrender their current tenancy so that they can be given a new introductory tenancy of the property that they are moving to. Introductory tenancies may only be assigned in very limited circumstances of a court order (as described above) to a potential successor to the tenancy.

#### ***d. Discretion***

**Granting of a discretionary tenancy-** circumstances where no statutory succession right exists, we may consider the granting of a discretionary tenancy of the current property. This will be an introductory tenancy and will be let in accordance with the CCDC allocations scheme. Each case will be considered on its merits following receipt of a written request to remain in the property, which must be received no later than two months after the tenant's death. We may also consider a Use and Occupation Licence for a short time to allow the occupant to find alternative accommodation.

**Exceptional Circumstances-** a discretionary tenancy in exceptional circumstances, for example, if there are technical circumstances that prevent one of our properties being occupied. A new tenancy will be granted at the discretion of the management and in accordance with the Allocations scheme.

We may consider offering a property to one joint tenant after the tenancy has been terminated by the other joint tenant. A feature of a joint tenancy is that it can be ended by one of the joint tenants, acting unilaterally. There may be circumstances where one joint tenant does this with unfair consequences for the other joint tenant, e.g. following a relationship breakdown. In such circumstances the Council may agree to grant the other joint tenant a sole tenancy of the property, or of another vacant property.

This will include appropriate checks to ensure that the proposed tenant would be eligible to join the housing register, remaining household size (for example if the outgoing tenant

is moving out together with children), previous history of antisocial behaviour, rent arrears and in relation to their immigration status.

#### **e. Managing and sustaining tenancies**

Effective management is necessary to ensure our customers can live comfortably in their homes. We expect that tenants will always maintain their properties in a reasonable condition in accordance with their tenancy agreement. We will monitor all our tenants to ensure they keep to the terms of their tenancy agreement and take appropriate action to resolve any breaches effectively. We will complete a tenancy audit at the beginning of your tenancy, after 8 months and at intervals during the tenancy.

Where a customer requires it, we will provide housing related support or signpost them to external support agencies.

We will use the tenancy audit, Income Officer visit, courtesy visit, and other contacts we have with tenants as a means of ensuring that we deliver an effective, efficient, and high-quality service including:

- To update Tenant profile information, identify vulnerable Tenants and refer Tenants to appropriate support where required.
- Pick up any repair or neighbourhood issues.
- Ensure that the Tenant is aware of the different ways of contacting us, promoting digital access.
- Refer the tenant to appropriate support where needed- this may be CCDC Tenancy Sustainment service or community-based support.

We will also take the opportunity during any visit to:

- Ensure the enforcement of tenancy conditions and that the property has not been damaged, neglected, over occupied or used unlawfully.
- Ensure that the property is occupied by the tenant and has not been sub-let or abandoned.

#### **f. Social housing fraud**

Social housing is a scarce resource, with the need exceeding demand. The Council aims to ensure that social housing will be available for those in housing need at the time they need it. The Council will tackle fraudulent applications, unlawful subletting and tenancy misuse promptly and effectively, to ensure its housing stock is used by those with a legitimate housing need.

Housing fraud can lead to increased waiting times for prospective and existing tenants in unsuitable housing, increased disrepair, property damage and lack of health and safety checks due to occupiers being unwilling to report issues in case the fraud is discovered. It is also a drain on the Council's resources as it will have to expend money on investigation and legal enforcement action.

There are a number of different types of housing fraud. The Council will take action where:

- A tenant has fraudulently obtained a social housing tenancy by misrepresentation of identity or circumstances.
- Engaged in unauthorised subletting, whether subletting the whole of the property to a single household or multiple sublets;
- A tenant has ceased to occupy as their only or main home
- A tenant has engaged in an unauthorised assignment of the tenancy – mutual exchange or unauthorised transfer of tenancy
- A tenant has engaged in 'key selling' – where the tenant leaves the property and passes on the keys in return for a one off lump sum payment or favour
- A successor has falsely claimed succession – retention of a tenancy following the death or vacation of the tenant
- A tenant has fraudulently claimed a Right to Buy.

Where possible, the Council will aim to prevent fraud, this includes participation in the government's National Fraud Initiative - a data matching exercise within and between public and private sector bodies to assist in the prevention and detection of fraud. Where we believe fraud is being committed, the Council will consider a range of tools to tackle fraud including seeking possession of properties, seeking unlawful profit orders against those who have profited from social housing fraud and prosecuting (under criminal statutes) those who have committed fraud.

#### **g. Abandoned properties**

We recognise that tenants may be away from their homes for an extended period for a number of reasons. Where we believe that the tenant may have abandoned the property (including anonymous notification) or is not using it as their sole or principal home, we will take appropriate action, in accordance with the legislative requirements and our abandonment procedure.

#### **h. Ending a tenancy**

When a Tenant (or one or both joint tenants) wants to end their tenancy, they must give four weeks' notice in writing. Their tenancy can only end on the first Sunday, four weeks after the notice was received by the Council. A Notice to Quit or tenancy termination form should be completed. The grounds upon which a landlord can serve notice to end a tenancy are set out in the tenancy agreement. In the appropriate circumstances and by serving the appropriate statutory notice that will allow the Council to apply for a mandatory possession to be sought through the courts, the Council will offer the tenant a request for a review of this decision.

Where tenants are moving property, the Council will endeavour to identify rechargeable repairs at the pre-void inspection and notify the tenant of any rechargeable repairs that need to be carried out prior to termination of the tenancy. Any rechargeable repairs outstanding once the property is vacated will be repaired by the Council and recharged to the outgoing tenant. This may include the cost of cleaning and clearing properties and gardens and an administration fee.

Former tenants leaving with monies owed for previous rent will be written to by the Council, in accordance with the current policies. Appropriate resources (e.g. tracing agents) will be used to track down tenants who have either abandoned their homes or who have been evicted with no forwarding address.

#### **i. Death of a tenant**

The death of a tenant (or both joint tenants) does not formally end a tenancy although the tenancy will no longer remain secure. For the tenancy to be ended, notice to quit/ termination must be supplied by either the landlord (the Council) or the former tenants' legal representatives. When a tenant dies, their executor or person holding letters of administration can end the tenancy by providing a Notice to Quit or by completing a tenancy termination form. If we do not receive a termination notice, then we will serve a Notice to Quit on the property, addressed to the Personal Representative and a copy is served on the Public Trustee.

#### **j. Right to buy**

Secure tenants have the right to buy their home. A tenant can apply to buy their Council home if:

- It is their main residence
- It is self-contained
- They have held a public sector tenancy (e.g. Landlord is a Council, housing association or NHS trust) for at total period of three years or more - it does not have to be three years in a row.

Some properties are excluded from the Right to Buy, including:

- Properties designated for people over 60 years of age (as per Right to Buy legislation);
- Properties designated for people who have special needs or who are physically disabled
- Properties within rural exception sites.

The government has an official government right to buy website which tenants can check to see if they are eligible – [www.righttobuy.gov.uk](http://www.righttobuy.gov.uk). Wherever possible, CCDC will support tenants into homeownership.

#### **k. Running a business from home**

Tenants must not run a business from their properties without obtaining prior written permission from the Council. Permission is discretionary and may be conditional.

Permission can be revoked at any time and for any reason, but reasons for refusing permission or revoking permission can include:

- The business not being suitable for a residential area;
- Where the business activity is likely to amount to or lead to a breach of other terms of the tenancy;

- Where the business causes or is likely to cause a nuisance or annoyance to anyone living, working or visiting the neighbourhood of the property.
- Where the business causes or is likely to cause excess wear and tear or damage to the property or its fixtures and fittings
- Issues with tenancy conduct.

If permission is granted, the tenant will still need to check with the Council's planning department to see if any additional consents are needed, and permission by the Council as landlord does not amount to permission on behalf of any other department of the Council nor imply that such permission will be forthcoming. The Council will not give permission for the property to be used as a B & B, Airbnb or holiday let. Such instances will be treated as tenancy fraud.

Where a business is run from a property without consent, the Council may take steps to stop such activity, for example seeking an order from the court to prevent the business activities or taking steps to end the tenancy

### **I. Tenancy Incentives**

The Council is committed to ensuring that homes are made available to those in need. The Council operates different ways to encourage existing tenants to move from family sized accommodation to smaller properties and free up larger homes for those who need them.

## **5. Performance Monitoring**

The Council will monitor performance on eviction and tenancy sustainment using a number of performance indicators, including but not limited to:

- The total number of tenancies sustained within the first 12 months
- The number of tenants supported per year
- Number of evictions

The above performance indicators will be reported to the Board and Senior Management as required.

## **6. Related Policies, Procedures and Guideline**

The policy should be read in conjunction with the following:

- Tenancy Agreement
- Welcome pack
- Mutual Exchange Policy
- Joint to sole and sole to joint guidance
- Termination form
- Abandonment procedure
- Tenancy Fraud
- Neighbourhood standards



- Tenancy Sustainment Policy

## **7. Consultation and Equality & Diversity**

An equality impact assessment has been completed in respect of this policy. No negative impacts are identified. Positive impacts are identified for all protected characteristics.

The policy was subject to a 6 week public consultation and also directly with a small group of engaged tenants. Registered Providers were also consulted as part of the development of the policy as per the requirements of a Tenancy Strategy.

## **8. Contact**

To find out more about Tenancy Services Management Policy please contact:

Neighbourhood Team  
Housing Services,  
Cannock Chase Council  
Civic Centre,  
Beecroft Road,  
Cannock,  
Staffs,  
WS11 1BG  
Telephone: 01543 462621  
E-Mail: [emt@cannockchasedc.gov.uk](mailto:emt@cannockchasedc.gov.uk)