

Housing Services - Tenancy Management Policy

Purpose	To clarify Ipswich Borough Council's approach to different Tenancy types, when these will be offered and how they will be managed.
Owner	Head of Tenancy Services
Related documents	Tenancy Agreement
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1. Policy Statement

- 1.1. Ipswich Borough Council's Corporate Strategy, Proud of Ipswich, recognises the importance of meeting the housing needs of our community. We aim to be an excellent Landlord to the people who live in our properties.
- 1.2. This Policy explains the various types of tenancies offered by Ipswich Borough Council, our obligations to tenants and how these are shaped by relevant legislation.

2. Scope

- 2.1. Tenancy Management functions cover a broad range of activities in respect of "Social", "Affordable" and "Sheltered" accommodation. This includes (but is not restricted to)

- Types of Tenancies
- Successions, Assignment and Mutual Exchange
- Tenancy Support
- Enforcement action
- Abandonment
- Tenancy fraud
- Making best use of Housing

3. Principles

- 3.1. This policy will clarify the types and management of Ipswich Borough Council tenancies; however, this policy is not applicable to Temporary Housing, Shared - Ownership and Leasehold tenures.

4. Aims and Outcomes

This policy aims to:

- 4.1. Explain clearly how tenancies will be managed.
- 4.2. Ensure security of tenure, meet the housing needs of all communities and provide quality and affordable housing.
- 4.3. Provide a consistent, responsive service that meets the needs of our Tenants.
- 4.4. Make use of our limited housing supply by enabling appropriate relocation options across the district.
- 4.5. Support our Tenants to manage and sustain their tenancies.
- 4.6. Address breaches of tenancy agreements with both reasonable and proportionate enforcement action.
- 4.7. Deter and tackle incidents of Tenancy Fraud.

5. Eligibility to Rent

- 5.1. In accordance with the “Immigration Act 2014”, the granting and assignment of tenancies will be subject to applicants having a “Right to Rent” in the UK. Appropriate checks will be undertaken prior to the award of a tenancy, as part of the Gateway to Home Choice Housing Register application process, with the retention and maintenance of this data meeting the requirements of the aforementioned Act.

6. Types of Tenancy

6.1. Secure Tenancy

All new Council tenants will be offered a Secure tenancy. A Secure tenancy is a lifetime tenancy. This type of tenancy can only be granted by the Council. Secure tenants can:



- Pass on their tenancy to a family member in the event of their death, this is referred to as a “Succession” (please see **Ipswich Borough Council Succession Policy** for further information and qualifying criteria).
- “Assign” their Secure tenancy in certain circumstances.
- Exchange homes with another Tenant (either Ipswich Borough Council or other Authority/Social Housing provider) via Mutual Exchange.
- Buy their home.
- Make improvements or alterations to their home (subject to permission).
- Sublet part of their home (subject to permission).

6.2. **Demoted Tenancy**

If a Tenant has been involved in Anti-Social Behaviour and / or using their home unlawfully, the Council can serve a Notice of Intention to Seek to Demote the Tenancy for 12 months and thereafter apply for a Court Order to formalise this. A Demoted Tenancy Order reduces a Tenant’s Rights and facilitates the eviction process (if required).

At the end of the 12-month period, if the Tenant has complied with the Court Order, their Tenancy will automatically revert to a Secure Tenancy. If they have not complied with the Order the Council will serve a further Notice, stating that it has decided to seek possession of the property and obtain a Possession Order to evict the Demoted Tenant.

A Demoted Tenant will have the opportunity to appeal the decision to seek to evict and the Council will review the decision if requested. If the outcome review upholds the decision to seek possession of the property, the Council can apply to the Court for a Possession Order and end the Demoted Tenancy. If the review finds the Council should not uphold the decision to seek possession, the Tenancy will revert to a Secure Tenancy.



The Council will not demote a Tenancy more than once. If a Tenant whose Tenancy has previously been Demoted but reverted to a Secure Tenancy then engages in Anti-Social Behaviour again, the Council will take steps to end the Tenancy.

6.3. Temporary Tenancy – Licence Agreement

A proportion of Council homes may require major works. A Decant (move) to alternative accommodation on a temporary basis will be offered if it is considered unsafe for a household to remain at home while works are undertaken. The Tenant(s) will be offered a Licence Agreement for the duration of the works for the alternative accommodation. When works are completed, the Tenant(s) will be served with Notice to end the Licence Agreement, return to their Council home, and continue their Secure Tenancy. Tenants must keep Department for Work and Pensions for Universal Credit claimants and or the Housing Benefit Department, always updated of their housing status. For further information around Decants, please see “Ipswich Borough Council Decant Policy”.

6.4. Tenancies for under – 18 years old (Minors)

When entering into a separate Agreement for Minors, Ipswich Borough Council will require a “Trustee” to hold the Tenancy in Trust for the Minor. The Trustee may be a family member or an Appropriate Adult. A Secure Tenancy will be granted when they reach 18 years old.

If a Minor Succeeds to a Tenancy in line with the Ipswich Borough Council Succession Policy, the Trustee will be asked to sign the Tenancy Agreement with the designation ‘as Trustee for the Minor’ and a Minor Trust Deed. This Deed will then be attached to the relevant Tenancy Agreement that would have been granted to them, had they been 18 years old or over. The Trustee and Tenant must adhere to the terms of the Tenancy.

6.5. Affordable Rent Tenancy

The Council will grant Tenancies let at “Affordable Rent” for New - Build Homes and a small number of General re-lets. The use of Affordable Rent is to ensure that we can continue to provide new, Affordable Housing to respond to ongoing housing needs. These tenancies are let at a rent rate



at 80% of the market rent in Ipswich and capped at the Local Housing Allowance rate. These tenancies will be clearly marketed as such. For more information regarding rents, please refer to Ipswich Borough Council Rent and Service Charges Policy.

7. Joint and Sole Tenancies

- 7.1. Tenancies will be issued to main applicants on the housing application.
- 7.2. If the application is in one person's name, they will be granted a Tenancy in their name only, known as a 'Sole Tenancy'. A Sole Tenant can have others live with them but remains the only person legally responsible for the Tenancy.
- 7.3. If the application for housing is for two or more people, a 'Joint Tenancy' will be issued. A Joint Tenancy is where two or more people (up to a maximum of four) have signed the Tenancy Agreement.
- 7.4. With Joint Tenants: each Tenant has the right to occupy the property, each Tenant is jointly and severally (individually and equally) liable for the Tenancy and the Rent – meaning all Joint Tenants are equally responsible for the whole Tenancy.
- 7.5. Neither Tenant can exclude the other Tenant unless they get a legal Order including (but not limited to an Occupation Order, under the Family Law Act 1996 for up to six months, or through Assignment under a Property Adjustment Order (see section 10.0.)
- 7.6. Either Tenant can end the tenancy by serving a Notice to Quit. This will end the Tenancy for both parties.
- 7.7. Ipswich Borough Council will consider "Joint to Sole" applications, pending investigation and the provision of adequate evidence that demonstrates an applicant wishing to withdraw their interest in the tenancy, as well as the remaining applicant's capacity to sustain the tenancy
- 7.8. Ipswich Borough Council will not consider "Sole to Joint" Tenancy requests. There is no legal or statutory obligation for the Council to agree to "Sole to Joint" requests, this stance is taken to ensure the effective use of Ipswich Borough Council's Succession Policy, as well



as the appropriate management of the Council's housing stock.

8. Ending a Tenancy

- 8.1. Only a Tenant or a person who has a Power of Attorney in place to deal with the tenant's property and financial affairs, can serve a valid Notice to Quit to bring the Tenancy to an end.
- 8.2. At least 28 days' written Notice to Quit must be served, the valid Notice must start on a Monday and end on a Sunday. A valid Notice should be in writing and sent to our address as detailed in the Tenancy Agreement. We will accept reasonable alternatives, such as by email, where a Tenant may have difficulty writing to us.
- 8.3. In a Joint Tenancy, either Tenant can serve a valid Notice to Quit, which will be legally binding and will bring the Tenancy to an end (see 7.6).
- 8.4. If a Tenant is unable to end their Tenancy themselves for any reason and there is no Power of Attorney in place, then a suitable person needs to be appointed by the Office of the Public Guardian.
- 8.5. If a Sole Tenant has passed away and there is nobody with a Right of Succession, an Executor of their Will can issue us with a valid Notice to Quit to end the Tenancy. The Notice must start on a Monday and end on a Sunday.
- 8.6. If there is no Executor to serve Notice on behalf of the deceased, then we will serve a 28-day Notice to Quit, upon the Personal Representatives of the late Tenant at the property and send a copy of the Notice to Quit to The Office of the Public Trustee on the same date. Rent will continue to be charged in all situations until the Tenancy can be legally ended.
- 8.7. If a Tenant is in breach of their Tenancy, Ipswich Borough Council may issue a valid Notice to Quit and/or Notice Seeking Possession (see section 17 for further information).

For persons residing in the property at the end of the Tenancy:

- 8.8. There are occasions where the Tenancy has ended but people still reside within the property, for example where one Joint Tenant has



moved and ended the Tenancy for both Tenants, or where there is no person with a legal Right to Remain (see Ipswich Borough Council Succession Policy for further information).

- 8.9. In these instances: we will act with compassion towards the resident(s), treat each case on its own merits and assess their eligibility for homelessness assistance and/or social housing with the aim of preventing homelessness. We reserve discretion in deciding whether to offer another Tenancy of the property or another Council property.
- 8.10. We will charge for Use and Occupation to the remaining occupier(s) in the property once the Tenancy has been ended and may seek to recover possession (and costs) if the remaining occupier does not leave after the Council have given notice. The Use and Occupation charge will be equivalent to the Rent charged for the property.

9. Succession

- 9.1. Succession is the process whereby a Tenancy passes to another person on the death of the original Tenant or Joint Tenant.
- 9.2. Only certain individuals can succeed to a Tenancy upon the Tenant's death and this will depend on various things such as the type of Tenancy held by the deceased, and the relationship with the deceased Tenant.
- 9.3. In the case that Ipswich Borough Council determines that the property is unsuitable for the successor, the successor must transfer to alternative suitable accommodation.
- 9.4. If there is no Right of Succession, a Notice to Quit will be served and the occupant will be asked to leave the property.
- 9.5. Please refer to "Ipswich Borough Council Succession Policy" and your Tenancy Agreement for further information.

10. Assignment

- 10.1. Assignment is where a Tenancy is passed to another person. Assignment is only permitted under 3 specific circumstances, as set out in s.91 of the Housing Act 1985:
- Assignment by Mutual Exchange.
 - Assignment under Property Adjustment Orders, in connection with Family and or Matrimonial Proceedings.
 - Assignment to a person who would qualify to Succeed to the Tenancy (this counts as a Succession)
- 10.2. Tenants must seek Ipswich Borough Council's consent to Assign their Tenancy, which will not be unreasonably withheld.
- 10.3. Any Assignment without our consent that has taken place outside the specified circumstances in which Assignment is permitted will not result in the transfer of the Tenancy and lose Secure status. The Council may seek to recover possession of the property once Secure status is lost.

11. Assignment by Court Order

- 11.1. Tenants may seek to transfer their Ipswich Borough Council Tenancy by Court Order as a part of an irreparable relationship breakdown.
- 11.2. Ipswich Borough Council will Assign the Tenancy by Order of the Court.

12. Assignment by Qualifying Successor

- 12.1. Sole Tenants have the Right to Assign their Secure Tenancy to a person who would qualify to succeed to the Tenancy in the event of their death, with our consent. The Right to Assignment in this way does not apply to a Joint Secure Tenant who wishes to relinquish their interest in the Tenancy to the remaining Joint Tenant (see section 13).
- 12.2. We will not unreasonably withhold our consent, reasons for refusing consent include but are not limited to:
- The person is not eligible for Social Housing under our Allocations Policy.

- There are rent arrears
- We have started Possession Proceedings.
- The property has been adapted for a person with disabilities and there would no longer be a person with disabilities living there.

13. Relationship Breakdown

- 13.1. When one Tenant in a Joint Tenancy decides to no longer reside in the property, they may request for the Tenancy of the property to be in the Sole name of the remaining occupant.
- 13.2. It is not possible for a Joint Tenancy to be passed on by Deed of Assignment or Deed of Release, except in the case where it is required by a Court Order. The change can only be made if we agree to create a new Sole Tenancy for the remaining Tenant.
- 13.3. Applications for a Sole Tenancy will be determined on a case-by-case basis. We may refuse requests for a Sole Tenancy in cases of but not limited to:
- The person is not eligible for Social Housing under our Allocations Policy.
 - The property would be under-occupied.
 - The departing Tenant is not adequately housed elsewhere.
 - There are rent arrears at the time of Assignment.
 - We have started Possession Proceedings.
 - The property has been adapted for a person with disabilities and there would no longer be a person with disabilities living there.
 - Domestic abuse has been disclosed and the alleged perpetrator proposes to remain in the property.

- 13.4. If we confirm that a new Sole Tenancy is to be issued, a valid Notice to Quit must be served by the exiting Tenant to terminate the existing Joint Tenancy. We Reserve the Right to issue a Sole Tenancy in events such as but not limited to historical Joint Tenant cannot be located. A new Sole Tenancy of the property will be created to commence once the valid Notice to Quit expires.
- 13.5. If the application is refused or if no application is received and the departing Joint Tenant serves a valid Notice to end the Tenancy regardless, it will be legally effective in ending the Tenancy (see section 8.7. – 8.9. for further information).

14. Mutual Exchange

- 14.1. Secure Tenants have a Statutory Right to Exchange their Tenancy and home with another Council or Housing Association Tenant, known as a 'Mutual Exchange'. Mutual Exchanges are completed by Assignment and are facilitated by the Landlord(s) though the initial identification of an appropriate Exchange is completed via the tenants, usually via a website such as "House Exchange". In an Exchange, Tenants pass responsibility for the Tenancy and home to another Tenant and there is no break in the Tenancy. This means that the responsibility to put right any Tenancy breach (damaged fittings, poor decorative order etc) must be addressed prior to the Mutual Exchange.
- 14.2. Tenants wishing to Exchange their homes must complete an application form seeking permission to proceed. We have the Right to Refuse a Mutual Exchange on certain Grounds contained in Schedule 3 of the Housing Act 1985 within 42 days of the date of application. If one of the Grounds in schedule 3 applies to the Mutual Exchange, the request will be refused.
- 14.3. Tenants are advised to exercise caution when considering an Exchange with a Tenant of another Landlord, to ensure that they fully understand the type of Tenancy they will be taking over in their new home. For example: there are differences between the "right to buy" (Council Tenants) and "right to acquire" (Housing Association Tenants)
- 14.4. Tenants with a Secure Tenancy which began before 1 April 2012 exchanging with a Tenant on a Fixed-Term Tenancy will be able to

retain their Periodic Tenancy Status with their new Landlord. The Exchange will not be completed by Assignment, as the other Landlord is obliged to grant a new Periodic Tenancy of their property.

- 14.5. Tenants with a Secure Tenancy which began on or after 1 April 2012, exchanging homes with a Tenant on a Fixed Term Tenancy, will take on a Fixed Term Tenancy with their new Landlord, thereby losing their long-term Security of Tenure.

15. Abandonment

- 15.1. It is a requirement of a Tenancy that the Tenant occupies their property as their only and or principal home. If a Tenant is not occupying their property as their only and or principal home and has no intention to return then loss of Security of Tenure occurs and we will seek to regain Possession within 28 days by serving a valid Notice to Quit.
- 15.2. Temporary absence from the property is permissible, providing the Tenant intends to return. A Tenant may have genuine reasons for being away from their home for a period, including periods of ill health, the need to care for another person or a period spent in custody/prison.
- 15.3. Thorough investigations will be undertaken by Ipswich Borough Council prior to taking legal action for Abandonment.

16. Tenancy Fraud

- 16.1. Ipswich Borough Council will take a proactive approach to tackling unlawful subletting and other instances of Tenancy Fraud, including obtaining Housing by deception, wrongly claimed Succession, Key-Selling, Unlawful Assignment and making false Right to Buy applications.
- 16.2. Immediate action will be taken to evict those that are unlawfully subletting or that have obtained a Tenancy by deception by giving false or misleading statements. Tenancy Fraud is a criminal offence and individuals risk prosecution under the Prevention of Social Housing Fraud Act 2013 which could result in imprisonment and or a fine.
- 16.3. Tenancy audits will be carried out from time to time and staff will request details of identification of all persons living in the property. Photographs



will be taken of Tenants when they receive the keys to their property to help us prevent and tackle tenancy fraud.

- 16.4. We will encourage and enable residents to confidentially report any concerns of tenancy fraud to Ipswich Borough Council.

17. Tenancy Support and Enforcement

- 17.1. Ipswich Borough Council is committed to providing clear and accessible information to Tenants about their obligations and rights as a Tenant.
- 17.2. If there are any issues or concerns about the Tenancy being breached, we will contact Tenants at an early stage to understand how we can work with them to resolve any breaches of the Tenancy.
- 17.3. Ipswich Borough Council offers appropriate advice, financial inclusion and tenancy support either directly or by signposting to external specialist agencies.
- 17.4. Ipswich Borough Council will make use of powers granted to us in the Anti-Social Behaviour Crime and Policing Act 2014 to tackle Anti-Social Behaviour, perpetrated by Tenants, their families and visitors (please see Ipswich Borough Council “Anti-Social Behaviour Housing Policy” for further information).
- 17.5. Tenancy issues are mainly resolved without the need for tenancy enforcement however, we may seek to obtain a Possession Order from the County Court for serious or persistent breaches of the Tenancy, or to resolve another Tenancy or property related issue.
- 17.6. We will follow the Pre-Action Protocol for Possession Claims by Social Landlords when taking possession action and will offer Tenants the right to an internal review of certain decisions affecting their Tenancies. We will undertake an Equality Impact Assessment prior to asking the Court to make a Possession Order on a mandatory ground. As part of the assessment, we will invite the Tenant to provide details of any circumstances and protected characteristics they wish us to consider.
- 17.7. We will encourage Tenants facing possession action to seek independent legal advice.



- 17.8. Tenants will be referred to our Housing Options Team where they are at risk of losing their home, in order that avenues to prevent Homelessness can be explored.
- 17.9. Possession may also be pursued where the Tenant is not in breach of the Agreement, for example if the property needs to be vacated for major improvement works, to dispose of it, or to redevelop the land on which it sits. Tenants may also be required to move where there has been a Succession to the Tenancy, but the remaining occupants would be more appropriately housed in alternative suitable accommodation (see section 9.3.).
- 17.10. We may ask the Court that the Tenant pay our legal costs if we make an application to the Court. Each case will be considered on an individual basis.

18. Making Best Use of Housing Stock

- 18.1. Ipswich Borough Council recognises the limited supply of larger homes across the property stock and that these homes can become under-occupied as children grow up and move on. We want to support Tenants to move when their homes no longer meet their needs, to free-up these larger homes for families living in overcrowded or temporary accommodation.
- 18.2. Tenants who are under-occupying their current accommodation are encouraged to apply to the Council's Housing Register. Provided they are eligible, they will be awarded a priority for downsizing in accordance with the Allocations Policy, and they will be able to apply for more suitable accommodation on the Gateway to Home Choice system.
- 18.3. Tenants who opt to downsize may be eligible for any existing Incentive Scheme.
- 18.4. Any Incentives offered by Ipswich Borough Council to encourage downsizing are subject to regular review, any changes will be communicated to Tenants accordingly at the time of application (for full transparency).



18.5. We encourage Tenants to register on legitimate Exchange Websites, such as: “House Exchange” which is free of charge.

19. Statutory and Regulatory Requirements

19.1. Ipswich Borough Council’s, “Tenancy Management Policy”, adheres to the following Legislation, unless expressly stated in the Tenancy Agreement:

- Regulator of Social Housing: Tenancy Standard Housing Act 1985
- Housing Act 1996
- Housing Act 1980
- Immigration Act 2014
- Protection from Eviction Act 1977
- Localism Act 2011
- HMCTS Pre-Action Protocol for Possession Claims by Social Landlords
- Part VII of the Family Law Act 1996
- Prevention of Social Housing Fraud Act 2013

20. Equality and Diversity

20.1. Ipswich Borough Council is committed to meeting its equality objectives in the management of tenancies. An Equality Impact Assessment screening, concluded that the Policy is not discriminatory but positively clarifies the rights and statuses of Tenants of all protected characteristics.

20.2. We will make adjustments to our communications to ensure that every Tenant understands the rights and obligations of their Tenancy and has access to appropriate Support Services.

20.3. Translation Services are provided, and we will make reasonable adjustments for Tenants who may find communication in writing difficult.

- 20.4. We will undertake an Equality Impact Assessment prior to asking the Court to make a Possession Order on a Mandatory Ground.
- 20.5. Ipswich Borough Council will engage with a nominated next of kin, support agency, Power of Attorney or any other Appropriate Adult on the Tenant's behalf. This is subject to the provision of consent from the Tenant and in the absence of safeguarding concerns in respect of: the Safeguarding Vulnerable Groups Act 2006, Health and Social Care Act 2012, Mental Capacity Act 2005, Equality Act 2010, Human Rights Act 1998 and the Data Protection Act 2018.

21. Right to Review

- 21.1. We commit to Equality and Fairness in decision-making affecting Tenant's homes. The right to a review gives Tenants the opportunity to challenge decisions and present additional information about their personal circumstances which they wish us to consider.
- 21.2. Tenants are given the opportunity to request an internal review of certain Council decisions.
- 21.3. Details of the Right to a Review will be set out in a letter accompanying any relevant Legal Notice. Tenants may raise a formal complaint for all other disputes or matters about Tenancy Management.
- 21.4. The request for a Review must be in writing and received before the deadline. Tenants are given 14 calendar days from the date of service to submit a written request for Review of a Notice of Seeking Possession under Mandatory Grounds.
- 21.5. The person conducting the Review, will be an Officer of greater seniority than the Officer who made the decision, and who was not involved in the original decision. The Tenant can choose to submit information to the Reviewing Officer, either in writing or by way of an in-person oral hearing. At least 5 days' notice must be given by Ipswich Borough Council before any oral hearing and reasonable adjustments will be made to allow for the Tenant to attend.