



**Tenancy Management Policy**  
**September 2022**

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## Part 1: Introduction

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### 1.1 Aim of the Policy

This aim of this Tenancy Management Policy is to set out how we manage tenancies from the point at which a tenancy is granted, through to the point at which ends and the key stages during its lifespan. Our tenancy management is delivered through the principles outlined in the Council's Thrive Agenda:

- Put people and families at the heart of everything we do
- Tackle inequality so people have a fair chance
- Support our communities to support themselves and each other
- Invest in our economy to provide sustainable opportunities for innovation & growth
- Work together and fight for a better future for Gateshead

This policy compliments the Council's Tenancy Strategy which sets out our expectations of all social landlords in Gateshead. The Tenancy Strategy is located at: [URL needed](#)

### 1.2 The Legal Framework

In developing this policy; the Council has followed and fully considered the following housing legislation, regulations, and statutory guidance:

- The Housing Act 1985, 1988 and 1996
- Localism Act 2011 (England)
- The Housing Act 1996, Part 7 as amended by the Homelessness Reduction Act 2017
- Equality Act 2010.
- Data Protection Act 2018 and contained within the General Data Protection Regulation 2018 (GDPR).
- Regulatory framework for England April 2012
- Defective Premises Act 1972
- Home Loss Payments (Prescribed Amounts) (England) Regulations 2008
- Land Compensation Act 1973
- Landlord and Tenant Act 1985 and 1987
- Human Rights Act 1998
- The Civil Partnerships Act 2004
- Health and Safety at Work Act 1974
- The Gas Safety (Installation & Use) Regulations 1998
- BS 7671 IEE Wiring Regulations
- Control of Asbestos at Work Regulation 2002
- Regulator of Social Housing Compliance.
- Anti-social Behaviour, Crime and Policing Act 2014

### **1.3 Application of the Policy**

This policy will be implemented through a suite of delivery processes designed to provide compliance with regulation, legislation and good practice.

- Tenancy commencement
- Introductory tenancy reviews
- Fixed term renewals
- Tenancy appeals
- Tenancy audits
- Change of tenancy
- Demotion of a tenancy
- Tenancy end

### **1.4 Data Protection**

Gateshead Council (Gateshead) will ensure personal information of all tenants (new, existing and deleted) is:

- Stored lawfully
- Processed in a fair and transparent manner
- Collected for specific, explicit and legitimate for the purpose
- The data will be kept up to date and held only until it is no longer required.
- Shared only with other organisations for legitimate processing, the prevention of fraud or with the person's explicit consent.

A tenant's express consent is obtained to deliver a tenancy management service during the completion of the sign-up process. The Council has a Privacy Notice which can be located at: [URL needed](#)

### **1.5 Equalities, Access and Monitoring**

Gateshead is committed to ensuring that the policy is non-discriminatory and that all tenants are able to access the service, especially taking account of any vulnerability or other specific needs, and also the needs of different groups protected by the Equality Act 2010; the Human Rights Act 1998; and for Children, Section 11 of the Children Act. To identify the needs of our tenants, a new tenant questionnaire is completed at sign up and it contains specific questions relating to vulnerability, ethnic origin, sexual orientation, disability and other relevant criteria. The information obtained will be used to monitor the impact of the policy on minority and specific needs groups and to evidence the need for amendments, as may be required.

Under the Equality Act 2010 and in particular section 149 of the Public Sector Equality Duty, Councils are required to give due regard to eliminate discrimination, advance equality of opportunity and foster good relations between those who share a protected characteristic and those who do not, when exercising a public function such as a landlord. The protected characteristics are age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation. This policy complies with the Council's Equal Opportunities policy [Equal Opportunities Policy1.pdf \(gateshead.gov.uk\)](#) which sets out our commitments to ensuring in equality in service delivery.

This policy was subjected to an Integrated Impact Assessment (IIA) before it has been adopted. The impact will continue to be monitored throughout the administration of the policy.

## **1.6 Changes to this Policy**

We reserve the right to expand, change or alter any element of this policy, as and when required, to meet changes in housing need, capacity, resources and legislation. Where a change is considered an impact assessment will be undertaken, if the change is considered to be minor with no significant impact to individuals or communities, then it may be approved by senior management within the Council. Major changes will require approval by Cabinet with statutory consultation prior to the main decision with all known stakeholders.

Where we need to regularly review information on an annual basis, we will attach the information as an appendix.

## Part 2: Delivery Model

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### 2.1 Properties in Management

Gateshead is responsible for 19,726 properties, 1,441 of which are housing for older people. There are also 950 leasehold properties which are managed under the Leasehold Management Policy. We are also manage 286 properties on behalf of Keelman Homes.

### 2.2 Tenancy Management

Rented stock is managed under the Council's Tenancy Management Policy which combines legislation with regulation and industry good practice in:

- The commencement of a tenancy
- The tenancy that will be offered
- The tenancy conditions and their enforcement
- The rules around changing a tenancy
- Moving a tenant out, either permanently or temporarily, if work needs to be done or the property is required as part of the regeneration programme.
- Sustaining tenancies
- The conclusion of a tenancy.

### 2.3 Registered Providers

Gateshead works with a number of registered providers to provide social housing. The tenancy strategy places an expectation on them to have their own tenancy policies in place which confirm the tenancies they grant and how they are managed.

## Part 3: Tenancy Commencement

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### 3.1 Housing Applications

We operate a housing register in which applicants are awarded priority based on reasonable preference and priority need. The Council's Allocation Policy is located at: [URL needed](#)

### 3.2 Tenancy Start Date

A tenancy will usually commence the Monday after the tenancy has been signed by both the applicant and the Council. If you are transferring from another Council property or a property belonging to a Registered Provider, you will need to serve the Notice stipulated in your current tenancy agreement.

### 3.3 New Tenant Welcome Visits

All new tenants will receive a welcome visit between 6 and 8 weeks 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.

### 3.4 Rents and Service Charges

Rents and Service Charges are set annually. Incoming tenants are advised of these at offer and sign up. Existing tenants and leaseholders are given formal notice of any changes to rents or service charges in line with their tenancy agreement or lease. You are expected to pay your rent in accordance with your tenancy agreement. You are obliged to inform us any changes in your circumstances, and this includes extended periods when they will be away. You are expected to use the property as your principle home and absence from the property, especially repeated absences may affect your benefit claim and may be investigated.

### 3.5 Household Composition

The details of who lives with the tenant, i.e. household composition are gathered when make a housing application and again at sign up. If anything changes, you are asked to notify us.

The household composition must be suitable for the property. We do not knowingly allow our properties to be overcrowded or under occupied. Should you wish someone to live with you, you must first seek permission. We will check the household composition when we audit the property and anyone living in the property without consent will be asked to leave.

### **3.6 Tenancy Management Information**

At sign up, it is important to gauge whether you are going to be able to live independently or whether you may need additional support. It is equally important to understand the preferred method of communication. So the following key information will be gathered to make sure you stay safe and well in your new home.

- Whether you prefer to be called, messaged, emailed or formally written to.
- Your preferred language.
- Whether you are visually impaired and your preferred method of communication.
- Whether you require audio aids.
- Whether you have a support worker or advocate.
- Known medical health or mental health conditions.
- Known history of violence.

### **3.7 Garage Lettings**

The Council has a number of garage sites which can be rented on application. There is a weekly charge which is slightly higher for non-tenants. Garages can be used for vehicles and storage. Storage of flammable materials, gas cylinders, chemicals or perishable items is not permitted, and neither is a source of ignition or a gas or electricity supply.

## Part 4: Tenure Type

### 4.1 Issuing a tenancy

Tenancies will be issued in the name of the nominee(s) and transferee(s) on your housing application. If it is a joint application, then the tenancy will be joint and if it is sole, the tenancy will be sole. For properties where there is an age restriction, the tenant will be the one who meets the criteria and may be a sole tenancy if the partner is younger.

### 4.2 Tenancy Determination

A tenancy determination is undertaken during the allocation of a property. We grant the following tenancies:

Tenure	Description
Introductory Tenancy	If you have not previously held a social tenancy, or we feel that you need support in your new tenancy, you will be granted an introductory tenancy which will covert to a secure tenancy after the initial 12 months.
Secure Tenancy	If you are currently on a lifetime tenancy, you will be granted a secure tenancy.
Flexible Tenancy	A short-term tenancy of a fixed period will be granted where the Council needs to make best of stock in larger or adapted properties. These may also where a fixed term tenancy is a condition of housing someone under a homeless scheme. Where a flexible tenancy is going to be granted we will ensure that this information is made available in advance of signing the tenancy.
Non-Secure Tenancy	These usually but now always take the form of a license and are granted as follows: <ul style="list-style-type: none"> <li>▪ Temporary accommodation</li> <li>▪ Service tenancies such as caretakers</li> <li>▪ Temporary decants</li> <li>▪ Garages</li> </ul>

### 4.3 Tenancy Conditions

The tenancy agreement confers rights and responsibilities to both tenant and landlord. The exact nature of these depend on the tenancy type. The right to assign, succeed a tenancy or buy may be restricted for instance. A tenancy may only be ended by serving the appropriate notices. Variation of a tenancy which the consent of both parties. Please refer to your tenancy agreement to understand your rights and responsibilities.

#### **4.4 Tenancy Reviews**

A tenancy may reviewed as required:

- a. A tenancy would benefit from some support to sustain it. This may be short term or for longer periods of time if the tenant is vulnerable.
- b. Tenancy enforcement is needed.
- c. Formal reviews are required as part of the statutory process around introductory tenancies. A notice is required if the introductory period is to be extended for a further 6 months where the Council feels the tenant has failed to meet the conditions of their tenancy but has not met the threshold for commencing legal possession.
- d. Formal reviews are required as part of the statutory process around flexible tenancies. Where we decide we will not be renewing the tenancy, alternative accommodation will be provided, where the tenancy comes to an end, and you are not at fault.

#### **4.5 Tenancy Appeals**

If you disagree with a decision made in accordance with your tenancy, you make request an appeal. For decisions in relation to introductory tenancies and fixed term tenancies, this is a statutory requirement.

## Part 5: Tenancy Changes

### 5.1 Sole to Joint

Gateshead will allow a sole tenant to add their spouse, civil partner or partner to the tenancy where there is evidence of an ongoing relationship. Joint tenancies will not be permitted between parent and child or siblings. A new tenancy will be granted with both partners named on the tenancy. This brings the former tenancy to an end and the sole tenant must be made aware of this prior to termination. Where the new joint tenant has never held a social tenancy, the new tenancy will be introductory.

### 5.2 Joint to Sole

This is where one joint tenant wishes to remove the other joint tenant from their tenancy, i.e., joint to sole. There are legal implications here and the landlord cannot be seen to collude in a breach of rights. Therefore, you may do one of the following:

- a. Get the other joint tenant to assign the tenancy over to you.
- b. Obtain a court order transferring the tenancy to you.
- c. If you have extenuating circumstances, provide us with details. In cases of domestic abuse, we may award you a new tenancy, however you will be required to surrender your existing one.

### 5.3 Assignments

An assignment can only take place via a deed of assignment and/or a Court order. There are three main types:

Assignment Type	Description
Assignment by mutual exchange	Where two tenants wish to exchange properties, you must obtain the permission of your landlord and you must have the right to assign. As a landlord we cannot withhold permission unreasonable and where we do so it must be in line with the condition set out in schedule 3 of the housing legislation.
Judicial Assignment	Where a Court Order is obtained transferring the tenancy this is a Judicial Assignment. If the transfer is due to divorce proceedings a deed of assignment supplied by the remaining party's solicitor is required in addition to the court order.
Assignment to a Potential Successor	If a tenant wishes to transfer their tenancy onto someone while they are alive this is called a living succession or assignment to a potential successor. The same statutory requirements must be met as if the tenant had died. The landlord is obliged to provide the tenant with their change of rights, should they assign their tenancy.

Assignment Type	Description

## 5.4 Successions

A succession can only take place where one or both tenants has died. There are five main types:

Succession Type	Description
Survivorship succession	This is the automatic and immediate transfer of the tenancy to the remaining tenant following the death of the joint tenant. This is a statutory right which is protected in law irrespective of the tenancy type.
Statutory Succession	<p>This is the transfer of a sole tenancy to the tenant's partner or other family member following the death of a tenant. For tenancies that predate April 2012 and the Localism Act 2011, the family members who are entitled to succeed are listed in s113 of the Housing Act 1985. They must prove they lived with the deceased during the 12 months immediately before their death. Where there is more than one qualifying member, we would usually expect the family to decide who that would be, although we may make the decision, if necessary, under the s89(2)b of the legislation.</p> <p>Tenancies after April 2012 and the Localism Act, the statutory succession rule stipulates that only a spouse or partner may succeed unless the landlord has conferred a further right in the term of the tenancy agreement.</p>
Contractual Succession	The transfer of a sole tenancy to a qualifying individual following the death of tenant where the landlord has provided enhanced succession rights in the tenancy agreement. Some service tenancies may have a contractual provision on succession.
Devolution by will or intestacy	This is where the tenancy is passed by a sole tenant to a designated individual through their will, or to their next of kin through intestacy. The claimant must meet the succession criteria. Devolution will not transfer the security of tenure of a secure tenancy so there can be no further successions.
Discretionary Succession	This is the grant of a new tenancy to an individual following the death of a sole tenant where there is

Succession Type	Description
	no right to succeed but where we will consider a discretionary succession. This can be applied to any of our tenancy types.

#### 6.4.2 Succession & Best Use of Stock

Where the accommodation is larger than is reasonably required by a successor who did not previously hold the tenancy or adapted and the successor has no use for the adaptations, we may seek possession of the property under ground 15A. We will serve a notice, no earlier than six months, and no later than twelve months, after the original tenant's death. We will ask you to complete an application form and allow you to bid for suitable alternative accommodation and may also make you a direct offer. We may only apply for legal possession 10 months or more after the original tenant's death. But we will do everything possible to find you more suitable accommodation before we make a Court appearance.

#### 5.5 Right to Buy

Under the Right to Buy scheme, you can apply to buy your council home if:

- a. it's your only or main home
- b. it's self-contained
- c. you're a secure tenant
- d. you've had a public sector landlord for 5 years - for example a council, housing association or NHS trust

Right to Transfer

For details of the scheme: [URL needed](#).

#### 5.6 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. For details of the scheme: [URL needed](#).

## Part 6: Decants

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### 6.1 Reason for Decants

There are occasions when a tenant may have to be relocated from their homes for one of the following reasons:

- a. Major repairs or improvements that cannot be conducted with the tenant in occupation.
- b. Modernisation programmes.
- c. Sale or demolition.
- d. Emergency (e.g. fire, flood) rendering the property uninhabitable.

### 6.2 Permanent Decants

With a permanent decant, the household moves permanently and is rehoused. They will be allocated a property to suit their household size and need in accordance with the Council's Allocation Policy.

- Where two decants bid for the same property, priority will usually be given to the one who has had the longest tenancy unless there are extenuating circumstances, or the property is adapted and following professional advice one household need meets the provision better.
- If the property you are moving to belongs to another social landlord, we will advise you of any implications to your tenancy rights if this is likely to change.
- If you are moving because your home is part of a regeneration programme, you may be given the right to return to a suitable property if this has been agreed in advance. You will be advised of this at the time if this is going to be a possibility.

### 6.3 Temporary Decants

With a temporary decant, the household moves out temporarily whilst the work is done. On completion of the works, you will return to your home. You will remain a tenant in your current home and remain responsible for the rent. We will ask you to sign a license to occupy in the temporary property which states you will vacate the property once your own home is ready. You will be found a suitable property to meet the needs of your household. If the move is only up to one month a cash incentive may be offered to stay with friends/relatives, in hotel accommodation or respite care. Cost effectiveness and needs of the tenant will be considered.

- The tenant's furniture and belongings may be left in the permanent home but if this is not practical it will either be moved to the temporary home or stored by prior agreement.
- The accommodation may not be an exact match to the tenant's' current property but consideration will be given to accessibility, no of bedrooms and location.
- The tenant may request to remain in their temporary home this will be considered on a case-by-case basis. If granted it will be treated as a permanent decant however no homeloss payment will be granted as their original home was made available for return.

#### **6.4 Refusal to Move**

Every consideration will be given to a tenant where they either refuse to move out of their home; or refuse to return to their home after a temporary decant. However, we have the right to take legal action to repossess the property and this is outlined in agreement. This may be possession, injunction or a warrant of entry depending on whether the decant is permanent or temporary.

#### **6.5 Supporting the Tenant**

We understand the need to move can cause disruption and anxiety. We are committed to ensuring that this process runs as smoothly and sympathetically as possible. You will be prepared at length in order to assist the move. Financial and practical assistance will be offered, and a support package agreed in advance.

#### **6.6 Home Loss and Disturbance Payments**

Homeloss payments are governed by the Land Compensation Act 1973 and the amount payable is fixed by statute. The payments are intended to compensate for the upheaval and personal upset involved in an involuntary move. Money owed to the Council will be deducted from the payment. Payments are made within 3 months of relocation and will only be paid to secure tenants who have held their tenancy for a year or more. Homeloss payments apply to permanent decants only.

Disturbance payments will be made to meet any reasonable moving expenses. These will be agreed in advance and either Council contractors used, or the tenant paid direct on production of receipts. Disturbance payments are paid to permanent decants once and for temporary decants each time they move.

## **Part 7: Tenancy Sustainment**

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### **7.1 Sustaining Tenancies**

We are committed to helping you maintain your tenancy and offer a variety of ways to support you to achieve this.

This may vary and the list below is just some of the examples:

- a range of targeted visits during the lifespan of a tenancy
- rehousing to prevent continued financial hardship
- a housing support service, covering a range of advice and assistance
- tenant orientated employment projects
- using all our powers to tackle anti-social behaviour
- the garden tidy scheme and other such projects to make it easier for tenants to manage their homes
- Tackle problematic tenants

### **7.2 Vulnerable Residents**

Many of our residents may be vulnerable. This may vary from someone with learning difficulties to someone with issues around mental health, or from someone with a visual impairment to someone who is bed bound. We work with all our vulnerable residents and their advocates, supporters, family members and health agencies to ensure they are able to live happily in their homes, and when and if they need to move on to alternative accommodation, we will work with other departments to make the transition as smooth as possible.

### **7.3 Supported Housing**

Gateshead will ensure housing applicants with the need for specific property adaptations or mobility access are identified as part of the assessment process to ensure suitable properties are made available to them during the allocation process.

Equally we also provide some housing for older people. Ideally this is identified as part of the allocation process so that we match the right property to the applicant. Tenancies within our sheltered stock are for people who are 40 years and over. A support plan is a mandatory condition for this type of housing.

As people age or are perhaps diagnosed with physical, mental or medical conditions where their housing is having an impact, they will be assessed for medical priority and rehoused to suitable accommodation.

#### **7.4 Failing Tenancies**

If you are a Council tenant, and your tenancy is failing but has not yet met the threshold for eviction, we will explore all avenues to keep you in your home. If moving you is the only way to assist you, we may consider a management transfer. On the rare occasions where this is not possible, we will consider a safe surrender agreement which allows you to be housed under a homelessness prevention duty, but these will be as a last resort.

## **Part 8: Tenancy Enforcement**

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### **8.1 Tenancy Audits**

We will visit each property at regular intervals to check the occupants of the property, provide support and inspect the property. This will be an unannounced visit in order to determine whether the people living there match our records. As your landlord, we are legally obliged to know who is living in our properties at all times, and if an illegal occupant is identified, to take the appropriate remedial action.

### **8.2 Tenancy Fraud**

We are committed to tackling fraud at all levels. We recognise the importance of multi-agency working and use a number of key methods for prevention including; using data analysis, working with our partners, sharing information as appropriate and credit reference agency.

### **8.3 Demotion of a Secure Tenancy**

Legislation allows for the demotion of secure tenancies where security of tenure is suspended by a Demotion Order issued by a court. It is used where a tenant persists in breaching the terms of their agreement, but where we cannot make a case for possession.

It requires substantial evidencing in much the same way as we would need to do if it were processing a case for possession. We undertake consistent and sometimes protracted periods of monitoring as a prerequisite to place before a judge when applying for a Demotion Order.

### **8.4 Legal Action and Possession**

As a landlord we may have to take legal action against you which may take the form of an injunction, prohibition order or as a last resort possession of your home. We cannot simply enter your home; we may only do with a Court order or a warrant following legal action.

We will do everything possible to work with you including:

- Dealing with all complaints.
- Practical arrangements to clear rent arrears.
- Assistance from our housing support service.
- We will take early and preventative action where possible.
- We will safeguard vulnerable residents when considering action.

Tenants evicted by us are treated as intentionally homeless under the homeless legislation. You may find it difficult to be considered for rehousing and we would urge you to work with us before this happens.

## **8.5 Anti – Social Behaviour**

Anti-Social Behaviour (ASB) can include a wide range of nuisances, disorder and crimes which affects people's lives on a daily basis. It can feel and look different in every area and to every victim. What might be considered anti-social by one person, might be considered acceptable to another. The Home Office describes ASB as, 'any aggressive, intimidating or destructive activity that damages or destroys another person's quality of life'.

As a Council we are committed to working with our tenants and our partners to address all forms of ASB. Our ASB Policy located at: [URL required](#) lays out our approach to tackling this behaviour, and we will work with the police and other agencies to safeguard victims and take the necessary action against perpetrators.

## **8.6 Domestic Abuse**

Domestic abuse can be defined as: *‘Any incident or pattern of incidents of controlling, coercive, threatening behaviour, violence or abuse between those aged 16 and over who are, or have been, intimate partners or family members regardless of gender and sexuality. The abuse can encompass but is not limited to psychological, physical, sexual, financial, emotional’*

For details of our approach to both survivors and perpetrators of domestic abuse, please see our Domestic Abuse Policy. [URL required](#)

## **Part 9: Tenancy Termination**

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### **9.1 Tenancy End Reason**

Tenancies end for a variety of reasons:

- You surrender your tenancy
- You transfer to another property
- The sole tenant dies
- The sole tenant moves into residential care or a hospice
- You are evicted
- You abandon your home

In all cases, there will be a notice you either serve on us or we serve on you. Your tenancy agreement will have a clear description on what to do where you wish to serve notice. The Council may only serve notice under one of the grounds for possession or serve a notice to quit where the tenancy has been rendered insecure.

### **9.2 Tenancy End Date**

In most cases the tenancy ends the Sunday after the keys have been returned. If entry must be forced, the tenancy will end the Sunday after. If the keys have not been returned and the notice period expires, a use and occupation will be charged.

### **9.3 Pre-Termination Visits**

Tenants who are transferring to another property may receive a pre-termination visit if we have not recently inspected your property. This is to make sure there is no tenant damage. Where this is identified, you will be expected to rectify it. If you fail to do so, we will repair it and recharge you the costs. In some cases where the damage is extensive, we may prevent you from moving to another council property.

### **9.4 Belongings left in the Property**

You are expected to clear your belongings before you return the keys. If you leave belongings behind, we may serve a notice under the Interference with Goods) Act 1977. This allows us to remove and/or dispose of these belongings. The cost of doing so may be recharged to you.

### **9.5 Void Management**

The Council has an obligation to ensure that empty properties are identified, repaired and relet as soon as possible to those with housing needs with minimal void loss and security and repair costs.

## **9.6 Former Tenant Debt**

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 as former tenant debt.

## **9.7 Tenancy Records**

All tenancy records will be held intact for a full 6 years post tenancy end in line with good practice guidance on document retention. They will then be anonymised and/or disposed in line with the Council Document Retention Policy. [URL needed.](#)