

RUNNYMEDE BOROUGH COUNCIL

HOUSING BUSINESS CENTRE

Tenancy Termination Policy

Approved: June 2016

Review due: June 2018

1. Introduction

This policy details how Runnymede Council manages the termination of its tenancies.

2. Aim

We are committed to providing an effective and efficient tenancy management service that reflects best practice, complies with legislation and protects the rights of tenants. The aim of this policy is to set out our approach to ensuring that tenancies are ended correctly. The key objectives are:

- To check that tenancy conditions are complied with and action taken to remedy any breaches.
- To minimise rent loss and void periods and ensure best use of the Council's housing stock.
- That all tenancies are ended in a fair and equitable manner, in accordance with the law.

3. Scope

This policy applies to the management, by the Housing Business Centre, of its social tenancies and covers the range of circumstances in which tenancies are ended.

4. Policy details

4.1 Runnymede Council's social housing tenancies include Secure, Introductory and Flexible tenancies and also Non Secure tenancies for its temporary accommodation. At the start of each tenancy we explain the terms and conditions of the tenancy agreement, which forms a legal contract between the Council and the tenant.

4.2 When the Council ends a tenancy

When the Council wants to end a tenancy it will normally serve a Notice of Seeking Possession (NoSP) to secure (lifetime) tenants and tenants with a (secure) flexible tenancy if they are required to leave during the fixed term, for example because the tenant has breached their tenancy obligations. The Notice explains why the Council wants to end the tenancy and when court proceedings may start. The tenant does not, by law, have to leave the property until ordered to do so by the court but can do so if they wish.

To end a tenancy after the fixed term of a flexible tenancy has ended and the tenant has not vacated the property, the Council can seek a court order. The Council will give notice at least 6 months before the end of the tenancy if another tenancy of the same property is not to be granted and give not less than two months notice requiring possession.

If the tenancy has ceased to be secure (for example it is no longer the tenant's only or principal home, or has been sublet) the Council will end the tenancy with a four week Notice to Quit.

If the Council wants to end a non secure tenancy (usually temporary accommodation) it will serve a notice in accordance with the tenancy agreement.

To end introductory, demoted or other non secure tenancies the Council will give 28 days notice of its intention to end the tenancy and will apply for a court order for possession.

Except in the event of a serious breach of tenancy conditions - for example a serious criminal offence – the Council will always contact the tenant before serving a Notice and give them the opportunity to discuss the situation.

The tenant is liable for paying their rent throughout any Notice period and up until the tenancy is legally terminated, whether the tenant has left the property or is still in occupation.

4.3 When the tenant ends a tenancy

As stated in the tenancy agreement a tenancy can be ended by giving four weeks' notice in writing. In exceptional circumstances, for example if it would cause exceptional hardship, the Council may allow the termination of a tenancy with less than four weeks' notice subject to any rent arrears being cleared. The Council may accept a shorter notice to leave its temporary accommodation in order to re-let the accommodation as quickly as possible. This must be agreed and confirmed by the Council in writing before the tenancy is ended.

The Council will send a letter to acknowledge receipt of the notice and confirm the date of the end of the tenancy.

Where there is a joint tenancy, one tenant can end the tenancy by giving the required notice and the tenancy will end for all joint tenants. In exceptional circumstances, for example domestic abuse, the Council may consider a request to assign a joint tenancy or issue a new tenancy to one of the joint tenants.

The tenancy does not end on the death of a tenant. When a sole tenant passes away, it is expected that in most cases the tenancy will be ended four weeks after the notification of death and rent will be due until this date. This will only be reduced if requested and in exceptional circumstances, for example exceptional hardship. A copy of the death certificate is required in order to end the tenancy. When a tenant dies and there is no next of kin or executor, the tenancy will be ended by Notice to Quit in accordance with the Public Trustee requirements. Any outstanding rent will be charged to the late tenant's estate. If rent has been paid in advance this will be refunded to the tenant's estate. If the tenant was in receipt of housing benefit, entitlement will automatically end from the date of their death and full rent will be due.

4.5 Moving to alternative social housing

For tenants transferring to another Runnymede Council property it expects the new tenancy to commence as soon as the property is ready. We will agree with the outgoing tenant a short notice period for the tenancy that is ending.

For tenants moving to other accommodation, including housing association properties, the Council requires four weeks' notice even if this results in the tenant becoming liable for rent on two properties. In exceptional circumstances, for example if it would cause exceptional hardship, the Council may approve a tenant's request to the termination of the tenancy with less than four weeks' notice, subject to any rent arrears being cleared. This must be agreed and confirmed by the Council in writing before the tenancy is ended.

Where a tenant has to move for essential or emergency repair work, for a management move or because the Council requires them to move to another property, the four week notice period is not usually required.

As the Council's specific approval is needed, no notice is required from a tenant where a mutual exchange, succession or assignment takes place – see our policy on these changes to a tenancy.

4.6 Other reasons for the tenancy ending

In the case of abandonment or implied surrender, appropriate action will be taken by the Council to end the tenancy through serving a Notice to Quit and applying to the Court for possession.

Method by which RBC starts the process of ending a tenancy

Type of Tenancy	Type of Notice	Tenant's right to ask for review of decision to serve Notice?
Introductory tenancy	Notice of intention to seek possession	Yes
Demoted tenancy	Notice of intention to seek possession	Yes
Secure tenancy	NoSP (lapses after 12 months)	No
Flexible tenancy - during the fixed term	NoSP (lapses after 12 months)	No
Flexible tenancy - after the fixed term	6 months & 2 months notices and application for Court Order	Yes - 6 months notice No - 2 months notice
Non secure tenancy	Notice to Quit	No
Tenancy ceased which has to be secure (e.g. it is no longer the tenant's only or principal home, or has been sublet)	Notice to Quit	No
Unlawful occupier remains in the property after the tenancy has ended (trespasser)	Notice	No
Secure flexible and secure lifetime tenancies	Notice of Seeking Possession under the absolute ground of anti-social behaviour – lapses 12 months after the earliest date possession action could have been sought	Yes

Method by which tenants end their tenancy

Sole tenant	Four weeks' notice in writing.
Sole tenant dies	Four weeks' notice in writing from next of kin.
Sole tenant dies - no next of kin	RBC serves Notice on trustee
Joint tenant	One tenant can end the tenancy by giving 4 weeks notice and the tenancy will end for all joint tenants.
Joint tenant dies	Surviving tenant provides information – the tenancy is however not ended by the death of one of the joint-tenants
Tenant(s) transferring	A shorter notice may be approved
Tenant(s) mutual exchange, succession or assignment	Once approval has been given, no additional notice is required.

4.7 During the notice period

A pre termination visit to the property will be arranged in order to advise the tenant how the property should be left to avoid rechargeable works to the tenant and to discuss any payment of outstanding rent up to the end of the tenancy. Any improvements made by the tenant to the property which may be eligible for compensation will also be identified. These matters will be confirmed in writing to the tenant. The tenant will be required to sign a disclaimer that any goods or items left in the property can be disposed of at the end of the tenancy.

Where possible any work required to the property will be ordered and may be undertaken while the outgoing tenant is within their notice period. Viewings by the prospective tenant(s) may also be carried out if possible, while the outgoing tenant is still in occupation.

If the keys are returned before the end of the agreed notice period, void property procedures will be implemented as soon as possible. Only in exceptional circumstances will the Council consider requests for the rent liability to end before the agreed date, for example in exceptional hardship or difficulties associated with moving into a care home.

4.8 At the end of the tenancy

Any rent owing must be paid when the tenancy ends.

Nobody is entitled to remain living in the property at the end of the tenancy and any occupiers – except the tenant – will be considered trespassers. If we have to take legal action because anyone is in the property the tenant will be charged for our legal costs.

As stated in the tenancy agreement, the tenant must return to the Civic Centre or the Sheltered Housing Scheme Manager all the keys to the property, including any utility meter keys and cards by the agreed date. The tenant will provide a forwarding address if they have not previously done so. The Council will issue a dated receipt for the keys.

All belongings and rubbish must be cleared and the property left in a clean and tidy condition. If the Council has to remove rubbish and belongings the tenant will be charged for its costs. Section 41 of the Local Government (Miscellaneous Provisions) Act 1982 requires Local Authorities to keep property left in their premises only for one month after having given notice to its owner. It then gives the Council the power to dispose of property left on Council premises for example in a council property.

The property must be left in good condition. If the Council has to carry out works, the tenant will be charged for its costs.

All fixtures and fittings and /or improvements must be in good working order. If the tenant removes any fixtures or fittings or improvements, the property must be put back to the way it was when the tenant moved into the property or as agreed with the Council following improvements to the property.

If the keys to the property are not returned by the agreed date, the Council will seek a court order to end the tenancy and charge the costs to the former tenant.

If the tenant is still in occupation at the end of the notice period, the tenancy will not have been ended, although the tenancy will no longer be secure if it previously was and the tenant will remain liable for all tenancy conditions until the keys are returned to the Council.

Any wilful damage or neglect to the property will be documented and the costs of remedial works will be recharged to the former tenant. See our Recharge policy for further guidance.

5. Consultation

Housing and Legal Services staff and the RCRA were consulted during the preparation of this policy.

6. Equalities Implications

An Equality Impact screening assessment on this policy has been carried out and no further equalities implications have been identified.

Managers are responsible for ensuring that this policy is applied fairly, with due regard to any additional action that may be appropriate for vulnerable customers.

7. Monitoring and Performance Management

This policy was approved by the Housing Committee on 8th June 2016.

The time taken to re-let a void property is a key performance indicator, monitored corporately and used in benchmarking. General adherence to this policy will be monitored by managers.

We consult staff and residents about the operation of our policies and procedures. We aim to review this policy in 2 years to ensure that it reflects changes in legislation and the latest examples of best practice.