

ADUR COUNCIL TENANCY POLICY

1. Purpose and Introduction

The Tenancy Policy is used for managing Adur Homes properties that are owned and managed by Adur District Council. This policy applies to social housing properties but not private rented assured shorthold tenancies, properties for outright sale or low cost home ownership. This policy describes how we consider the nominations from the Local Authority and how we let our homes. In particular, it addresses:

- What types of tenancies we offer.
- How we manage property occupation and changes to tenancies.
- How we sustain tenancies.
- How we best utilise our available housing stock.
- How we approach tenancy fraud.
- The routes available for tenants to purchase their home.

Adur Council is committed to providing a range of quality affordable homes that will assist the council in the delivery of their housing strategies and to promote and enable choice of accommodation for people in housing need, unable to secure alternative housing solutions.

Adur Council will work to ensure that access to housing is on a fair and equitable basis while ensuring that allocations are made in line with work to establish balanced communities and optimise the best use of the assets. Properties are let in accordance with legal and regulatory requirements and with the intention of incurring minimal rent loss.

Adur Council will encourage and promote social inclusion whilst creating sustainable communities. This policy is supported by a number of detailed procedures and should be read alongside these documents.

2. Legal and regulatory requirements

2.1 Legal requirements

The policy is informed by current legislative and associated regulatory frameworks.

2.2 Homes England Capital Funding Guide

Provides the rules and procedures that govern homes built with government funding. This funding can affect whether a tenant can buy their home through the Right to Acquire or Right to Shared Ownership.

3. Who we house and other basics

3.1 Who we house

Our primary purpose as a provider of affordable rented homes is to provide accommodation for people in housing need who are unable to secure housing on the open market. It is expected that all applicants will meet the criteria set out in this policy. All applications for housing will be considered carefully before an offer of accommodation is made and in some cases we may request additional information to support an application or decline it.

Where prospective tenants require support to enable them to access or maintain a tenancy Adur Council will take those needs into account. Support needs will not prevent an applicant from being accepted for an Adur Council property providing that the necessary support can be provided on a meaningful, ongoing basis and will be engaged with and accepted by the prospective tenant.

3.2 Who we cannot house

By law, certain households (provided that they are not existing tenants) are not eligible, including:

- households subject to immigration control, including asylum seekers (although there are exceptions to this rule, each will be treated on its merit by the Local Authority responsible)
- households who have come from abroad and do not qualify for public funds

Local Authorities also have powers to treat as disqualified any applicant who has behaved badly enough to make them unsuitable to be a tenant. This may have happened in an existing or a previous tenancy. Examples of such behaviour include but are not limited to:

- repeated or significant non-payment of rent
- certain breaches of tenancy conditions
- behaviour (either that of the applicant(s) or of someone living with or visiting them) that is likely to cause nuisance or annoyance to others
- using the home for immoral or illegal purposes
- committing an arrestable offence in or near the home
- serious neglect of the condition of the home
- obtaining a tenancy by providing false information or paying someone for it

An applicant who has behaved in such a way may be refused an allocation to an Adur Council property. Applicants have the right to request a review of any decision in this area and a right to be informed in writing of the decision on review and clear grounds for that decision.

3.3 Nominations / Waiting list

Where an applicant is put forward for accommodation by the council in accordance with its Housing Register and Allocations Policy, their individual circumstances will be considered prior to allocation. In every case a decision to offer the nominee a

tenancy will be made using the information provided by the council, the applicant on their application form and any information subsequently provided.

Where an offer of housing has been made and accepted and it transpires that the applicant has given false information we may commence legal action for repossession to end the tenancy. The costs for such legal action will be met by the applicant.

3.4 References

Potential tenants nominated by the council will normally need to provide a satisfactory reference that demonstrates their ability to pay their rent and, where appropriate, how well they have conducted any previous tenancy held by them. The reference must be from a current landlord or where there is no current landlord, their most recent former landlord.

References will not normally be accepted from friends or family members except where there has been no other housing history. Applicants will be asked to consent to information being shared with other housing providers and housing service providers.

3.5 Identification and reference verification

Before an offer of accommodation is made, Adur Council will need to be satisfied that information provided by the applicant accurately reflects their housing circumstances.

3.6 Homes for people with a disability

These properties are usually purpose built or specially adapted for use by disabled people. When these properties become vacant, they are reserved for households needing the specialised facilities offered by the property, regardless of the priority of other applicants.

3.7 General Needs Allocation

Adur Council, in line with its Housing Register and Allocations Policy will seek to satisfy itself that a household is eligible for housing and in housing need. Adur Council reserves the right to refuse a nominated household in the following circumstances if the applicant, the applicant's spouse, partner or someone who lives with the applicant has:

- Where the potential tenant(s) or a potential member(s) of their household has been the perpetrator of anti-social behaviour to the extent that there has been a breach of any previous tenancy or licence agreement
- Where the potential tenant(s) has been evicted from, or has left a property where they held the tenancy, because of rent arrears or any other debt related to the property
- Where the applicant is not able to evidence the ability to pay the rent and any other charges (either with support from housing benefit or not)
- Pose a threat to the community
- Has previously failed to maintain a probationary tenancy
- Has given false information on an application form or during an interview to obtain one of our homes
- Where impending legislation means that the applicant may not be able to afford the rent and other charges once the legislation is introduced
- The applicant is under the age of 18 where an appropriate 'trustee' has not been secured to hold the tenancy in trust
- Where a household would be under occupying the property they have been nominated to
- Where the applicant requires a package of care and/or support (including mental or physical health) in order to sustain a tenancy and there is no certainty that this will be provided or they have refused such assistance
- Where in the opinion of Adur Council a property, or its location, is not suitable for the applicant due to their circumstances (including health related circumstances)

This helps Adur Council to provide a better quality of life for all of its tenants and the wider community. If an applicant is unhappy with the decision not to grant a tenancy, they will have a period of ten days from the date of being notified of the decision to request a review of the decision.

3.8 Pets

Pets will be considered in Adur Council properties. Generally, one domestic pet per household will be accepted as part of a household's application. Other household's circumstances with additional pets will be considered on a case by case basis and be dependent but not exclusively dependent upon the property being occupied, location, property type, family size and risk of nuisance of the pet(s). There is no right to appeal against the decision to reject a nominated applicant due to their number of pets.

3.9 Registered sex offenders

Registered sex offenders are required to inform Adur Council when they are nominated/apply for housing that they are a registered sex offender as it is a criminal offence under the Sexual Offences Act 2003 for offenders to withhold this information.

The risk posed by Sex Offenders cannot be assessed by Adur Council who will be guided on this by agencies charged with the management and monitoring of sex offenders including the police, probation services and social workers (not exhaustive).

3.10 Insurance

The council is responsible for insuring the structure of its homes and the buildings in which it may form part but it is not responsible for loss of, or damage to tenant fixtures and fittings, possessions, and/or any redecorations. Tenants are responsible for insuring the contents of their home including their own fixtures and fittings, and are strongly advised to obtain full contents and tenant's liability insurance, including third party cover for personal injury and damage to adjoining properties.

3.11 Antisocial behaviour

Tenants are responsible for the behaviour of every person living in, or visiting their home, when within their home, communal areas and in the locality of their home. Tenants or anyone living with them or visiting their home must not do anything which causes or is likely to cause a nuisance or annoyance to any person residing in, visiting or engaging in a lawful activity in the locality of the home. Nuisance or annoyance amounts to anti-social behaviour including (but not limited to) : noise, fighting, being drunk and disorderly or under the influence of drugs, trespassing, urinating outside your home or in the locality, skateboarding, cycling or using mopeds on footpaths and balconies, storing excessive belongings likely to cause a risk of infestation, fire or damage to property. Tenants must not play, or allow to be played in your home or any communal area, any audio equipment, sound system, musical instrument, television or similar so loudly that it can be heard outside of your home, or causes or is likely to cause a nuisance to other persons lawfully present in the locality. Tenants should avoid using domestic appliances like washing machines before 07:00 or after 22:00 in the evening.

Tenants, members of their household or visitors must not use, or allow their home or communal areas to be used, for any criminal, illegal or immoral acts such as; theft, handling and/or storing stolen or counterfeit goods, criminal damage, vandalism, graffiti, dealing in or distributing pornography, use of the home as a brothel or for the purposes of prostitution, the cultivating, manufacturing, selling or conspiring to sell, using, possessing or dealing in illegal drugs, or possession or supply of controlled drugs or psychoactive substances (whether legal or not) or misuse of glues/solvents, helium or similar substances. Tenants must not keep, or allow to be kept any prohibited weapon/s in your home, including (but not limited to) crossbows, firearms, shotguns, CS Gas, or air-powered weapons without appropriate firearms or shotgun certification (required by any legislation), and the council's prior written permission. Tenants must not discharge any firearm, air weapon or crossbow in the home or in the locality. Tenants must not use, or allow your home, or in the locality to be used, in connection with the storage or manufacture of unlicensed firearms and/or offensive weapons, including (but not limited to) crossbows, antique firearms, decorative / replica knives, axes and prohibited corrosive substances.

Tenants or anyone living with them or visiting their home, must not harass, threaten to harass, intimidate, use or threaten violence, or engage in conduct which is likely to cause harassment, alarm or distress or otherwise interfere with the peace and comfort of any other persons residing, visiting, working or engaging in lawful activity in the locality or elsewhere such as, council offices, including towards officers or agents of the council, because of their race, nationality, sexuality, gender, religion/belief, age, disability or in any circumstances whatsoever. This includes through telephone calls, letters, emails, notices and social media/internet posts. Tenants must not allow, incite, encourage, or fail to prevent, anyone living with you

(including children) or your visitors to do any of these things. Tenants or anyone visiting or living with you must not abuse any person living with you. 'Abuse' means violent, threatening, intimidating, coercive or controlling behaviour or any other form of abuse including emotional, financial, physical, psychological, or sexual.

4.Types of tenancy

This section sets out the different forms of tenancy that Adur council may offer.

4.1 Introductory (probationary) tenancies

4.1.1 Adur Council aims to assist tenants to sustain their tenancy and to ensure that they understand and take responsibility for the obligations the tenancy agreement places on them.

4.1.2 Introductory tenancies are offered to all new tenants, excluding those who have mutually exchanged, or those who already have an assured non-shorthold tenancy. An Introductory Tenancy essentially means that a new tenant is 'on probation' for the first 12 months of their tenancy, and their tenancy could potentially be ended if there are significant breaches. The Introductory Tenancy period is usually 12 months. However, this can be extended by a further six months if there have been breaches of tenancy within the first 12 months.

During this time, the tenant has less security and fewer rights than under an Assured Tenancy, for example:

- Their home is at much greater risk of repossession if the tenant does not keep to the terms of the Tenancy Agreement, as the level of security of tenure is low.
- They cannot buy their home.
- They cannot exchange homes with other tenants.
- They cannot take in lodgers.
- They cannot transfer to another tenancy.

4.1.3 As part of our procedure for monitoring Introductory Tenancies, the tenant will be asked to allow a representative from the council to visit them in their home. This is to enable the council to check whether or not a tenant is successfully keeping to the terms of their Tenancy Agreement, and provide advice and assistance to help them if problems are developing or the agreement is being breached.

4.2.4 After the Introductory period, if there have been no breaches of tenancy, the tenancy will automatically become an assured non-shorthold tenancy. This is normally on the first anniversary of the tenancy start date.

4.1.5 Ending an Introductory Tenancy is a last resort and we will provide advice and take into account any reasonable circumstances to support tenancy sustainment. There is a right of appeal if the decision is made to end an Introductory Tenancy. The appeal will be considered by the Assistant Director for Housing and Homelessness Prevention or equivalent senior officer.

4.2 Assured non-shorthold tenancy (Lifetime or secure Tenancy)

4.2.1 The council will use Assured Tenancies for:

- All new tenants to the council who have immediately beforehand held a Tenancy or the housing association equivalent – an Assured Periodic Tenancy.
- All existing tenants of the council who have immediately beforehand held an Assured Tenancy.
- Tenants who have not been served with a notice stating that they will be granted a fixed term tenancy at the end of the Introductory Tenancy.
- All tenants whose Introductory Tenancy is not to be terminated.

Assured tenants have a full set of tenancy rights. These include:

- The right to live in their home without having to periodically ask for their tenancy to be renewed.
- A right to buy their home.
- A right to exchange their home with another tenant, for example if they need to move to be closer to work or to get a smaller or larger home to better accommodate their family. Conditions apply and include written permission by the council.
- A right to make improvements to their home provided they have obtained prior written permission from the council.
- A right to succession to pass the tenancy to a partner or family member after death, for those assured tenancies granted after 1st April 2012 statutory succession is limited to a spouse, civil partner or cohabitee (subject to the Housing Act 1985).
- An assured tenant can only be evicted from their home if the council is able to obtain a possession order from the County Court, for which it needs to show clear evidence that the tenant has breached their tenancy conditions.

4.2.2 Assured non-shorthold tenants have lifetime security of tenure. If the tenant has breached the terms and conditions of their Tenancy Agreement, the council may end the tenancy provided there is a valid ground for possession (as set out in Schedule 2 of the Housing Act 1985 (as amended by the Housing Act 1996). This will mean obtaining a Possession Order from the Court. Examples of when the council would take this course of action include; when tenants do not pay their rent,

damage the property, commit criminal acts in their home, sublet, commit social housing fraud (including not using a property as their main and principal home) or behave in a way that is anti-social to those living in and around their neighbourhood.

The council may also end the tenancy if there is a valid ground for possession (as set out in Schedule 2 of the Housing Act 1985 (as amended by the Housing Act 1996)). Alternatively, the council may end an assured tenancy by obtaining a demotion order under Section 82A of the Housing Act 1985.

4.3 Fixed Term Tenancies

4.3.1 The council will consider the use of Fixed Term Tenancies in a small number of circumstances. All new tenants will receive an Introductory Tenancy. At the end of the introductory period the tenancy will become a fixed term tenancy rather than a Assured Tenancy in the circumstances outlined below following service of a notice setting out that a fixed term tenancy will be granted.

4.3.2 A Fixed Term Tenancy may be used in the case of exceptional, untried family arrangements where the council decides to support that arrangement through the provision of appropriate housing. We anticipate that we will seek to use this option in only a very limited number of cases and that the vast majority of these are likely to be where the council is supporting a new fostering arrangement approved by the County Council. Using a Fixed Term Tenancy will enable the council to recover a property that is being under occupied should the arrangement break down.

4.3.3 A Fixed Term Tenancy may also be used for new tenants to the council who are being let a home that has been adapted for use by a disabled person, and the new tenants (and household) do not require an adapted property. This option will only be used on the rare occasion where there is no suitable tenant requiring an adapted property at the time it is available to let. In these exceptional circumstances a Fixed Term Tenancy of 2 years will be offered.

4.3.4 Fixed Term Tenancies may end in the case of foster carers and untried family arrangements in the following ways. The council will liaise with the tenant at least six months prior to the end of the tenancy, where the arrangements are still the same then a further fixed term tenancy will be awarded. Where the tenant has been entitled to a Fixed Term Tenancy as an approved foster parent for the County Council, but the tenant has stopped fostering for them, the tenancy will not be renewed. Where the tenant has been entitled to a Fixed Term Tenancy in the circumstance of an untried family arrangement, the tenancy will not be renewed if the arrangement is no longer in place. The council may also end the tenancy if the tenant breaches their tenancy agreement or if there is a valid ground for possession (as set out in Schedule 2 of the Housing Act 1985 (as amended by the Housing Act 1996)).

4.3.5 If a Fixed Term Tenancy is not renewed the council will send the tenant two written notices; the first 6 months before the fixed term ends stating that the tenancy will not be renewed and the second giving 2 months' notice that possession is required. The council will give the tenant priority banding to bid for another home provided by the council or by a Housing Association in accordance with the council's Allocation Policy. The tenant will be able to challenge the decision but if that decision is upheld the tenant has no alternative but to move on.

4.3.6 There is a statutory right to request a review of the following two types of decisions:

- A person has the right to request a review of the council's decision to offer a Fixed Term Tenancy (or the decision to serve a notice stating that on coming to an end of an Introductory Tenancy it will become a Fixed Term Tenancy of a certain length), if they believe the length of the tenancy offered is not consistent with this Policy.
- A tenant has a right to request a review of the council's decision not to grant another tenancy on the expiry of their Fixed Term Tenancy. A person who wishes to request a review must do so before the end of the period of 21 days, beginning with the day on which the notice of the decision is served. The administrative arrangements for requesting and conducting a review will be set out in the offer/decision letter. The Fixed Term Tenancies (Review Procedures) Regulations 2012 set out the procedure to be followed and include a right for the tenant(s)/potential tenant/s to request an oral hearing.

4.3.7 To reduce the risk of homelessness the council will undertake activities and provide support, as appropriate and as set out in section 6.2 below.

4.5 Rent Costs

4.5.1 Adur Council offers tenancies at social or affordable rent level. To increase supplies of social housing the council may purchase or develop homes with the intention of using them as Affordable Rent Tenancies. In these cases, the council will award either an affordable Introductory tenancy or an affordable assured tenancy, as detailed above. The rent will be on an affordable rent basis rather than a social rent basis; allowing the council to charge up to 80% of the local market rent rate on the property. Where an affordable rent is being charged, this will be discussed with the incoming tenant and an affordability check carried out to ensure the home is affordable for the tenant.

4.6 Licence to occupy

4.6.1 Where a tenant may need to vacate their home for major repair works, but they have an intention to return to their home, we will issue them with a licence to occupy.

Licences can be brought to an end by serving Notice to Quit (in the prescribed form) giving 28 days' notice to the licensee.

5. Property occupation and changes to tenancies

5.1 Adur Council uses different procedures to ensure the effective management of tenancy occupation within existing stock. They include:

- **Abandonment** - Adur Council aims to minimise the time that abandoned properties are left empty for. This is achieved by taking swift action when there is evidence of an abandoned tenancy.
- **Assignment** - An assignment is the legal transfer of a tenancy (not a property) to a third party. The ability of a tenant to assign is set out in legislation and depends on the type of tenancy they hold.
- **Relationship breakdown** - Where a relationship within a household has broken down to the extent that one person wishes to move from the property, we will advise and discuss with those experiencing relationship breakdown about the options available to them.
- **Squatters and illegal occupiers** - Adur council has a responsibility to ensure that its properties are let to those in housing need. Legal action to repossess the property will be instigated as soon as we are aware of illegal occupation.
- **Succession** - Succession occurs when a tenant dies and they are survived by someone who has the legal right to take over the tenancy.
- **Tenancy termination** - All tenants are required to give at least four weeks' written notice that they are ending their tenancy. The termination of a tenancy following death of a sole tenant is through Notice to Quit.
- **Lodgers and subletting** - Secure tenants have the right to take in lodgers provided this does not cause overcrowding, and the right to sublet part of a property, with our prior written permission but cannot sublet or part with possession of the whole of the property. Tenants must notify us if they take in a lodger and are responsible for making a lodger leave if the arrangement is ended. Introductory tenants and tenants of sheltered housing accommodation do not have the right to take in a lodger or to sublet a property.
- **Overcrowding** - Tenants must not allow a property to become 'overcrowded', meaning to have more people than allowed by law and must notify us immediately if a household increases so that a property is overcrowded. Tenants must notify us in writing, within 7 days after they move in of the name/s and date of birth of anyone who is, or is going to stay in the property for 28 days or more and detail the rooms they will occupy.
- **Temporary absence and abandonment** - If tenants intend to leave or have been away from their home for 28 days or more they must inform the council in writing, provide contact details, and arrange for post/correspondence to be

forwarded or dealt with. If tenants are likely to be temporarily absent from their home, they must make arrangements for managing correspondence, payment of rent, council access where required and ensure their home is secured to prevent unauthorised occupation. The tenancy will only be Secure while the tenant occupies the property as their only or principal home. If at any time the tenancy ceases to be a Secure tenancy the council may end it by giving four weeks' notice to quit.

- **Anti-Social Behaviour** - Where anti-social behaviour or criminality has been proven by another court, the council may use the absolute Ground for Possession of Secure tenancies, under the Anti-Social Behaviour, Crime and Policing Act 2014. This can be used where the offence/breach has occurred in the locality of the property, or affected a person with a right to live in the locality, or affected us or our staff/contractors, and the tenant, member of the tenant's household or visitor/s has met one of the conditions. Secure tenants have a statutory right to request a review of our decision to seek possession using this ground. However, the court must grant a Possession Order where the conditions have been met and correct procedure has been followed. If the tenant or any person who lives with or visits the tenants home takes part in anti-social behaviour, or threatens to do so, or has used the home for an unlawful purpose, the council may apply to the court for a Demotion Order. If the council successfully obtains a court order demoting the tenancy the tenant will no longer be a Secure tenant whilst the Demotion Order remains in place, which will be one year from the date it takes effect. It will then usually revert to a Secure tenancy unless it is ended because of further anti-social behaviour or other breaches of tenancy conditions.

5.2. We recognise that changes in tenancy can sometimes arise from a difficult or traumatic life event. Therefore, we always deal with these cases with sympathy and empathy and will make reasonable adjustments to procedures where appropriate.

5.3 The council has the right to change the terms and conditions of your agreement upon giving you 28 days' notice of variation and consulting you prior to making any significant change to the housing service we provide to you, your home and your neighbourhood.

6. Tenants Ending a Tenancy

6.1 To end a tenancy a tenant must give the council at least 28 days' written notice (called 'notice to quit'). This 28 days' written notice must start on a Monday and end on a Sunday. Only a legal tenant can bring the tenancy to an end, unless a person has a Power of Attorney in place to deal with financial matters then they are also able to give us a Notice to Quit. If a tenant is unable to end their tenancy 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. Any tenant can give notice to end

a tenancy and therefore it is important to be aware that it only requires one party in a joint tenancy to serve notice and bring the tenancy to an end. If a tenant has sadly passed away an Executor of their will can issue us with a Notice to Quit the tenancy. If there is no Executor then the council will serve a 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. Rent will continue to be charged in all situations until the tenancy can be legally brought to an end.

6.2 Supporting tenancy sustainment and ensuring homes are occupied by those in housing need or are legally entitled to a tenancy ensures social value is delivered. Requiring 28 days notice when a tenant surrenders their property allows Adur council to:

- Pre-inspect the property and plan works to minimise void rent loss; and
- Ensure delays are minimised in allocating a new household to the property.

6.3 Fixed Term Tenancies are ended at the end of the term, or any agreed break clause point as stated within the Tenancy Agreement. In order to surrender a Fixed Term early this request must be made in writing, giving a minimum of 28 days' notice and carried out in negotiation with the council.

6.4 If legal remedies are required to recover possession of a home, we will utilise our inhouse services but as a last resort use the Housing Association's Legal Alliance (HALA) framework to procure cost effective legal advice.

7. Tenancy sustainment and preventing homelessness

7.1 Adur Council has an important role in supporting tenants throughout their tenancy and we have a strong focus on tenancy sustainment. This is achieved through:

- Getting the tenancy off to the best possible start through a thorough pre-letting process with clear explanation of the terms and conditions of tenancy. Where a person may be vulnerable or struggle to understand the requirements of the tenancy, this may include liaison with a social or support worker or family member or providing easy read tenancy guides. Where English is not the first language, access to interpretation services will be made available.
- The allocation of a housing officer who will carry out a new letting visit shortly after the tenancy has started and who will be available to provide advice and support through the life of the tenancy.
- Early intervention practices where breach of tenancy occurs – either rent arrears or anti-social behaviour.

- Access to services which offer expert welfare benefit advice, helping customers to maximise their income.
- Providing aids and adaptations to support customers to remain in their home where appropriate and liaising with the County Council regarding disabled facilities grants, which we do not unreasonably refuse.
- Providing a wellbeing adviser to support vulnerable customers with tenancy issues such as hoarding or social isolation.
- Signposting to other organisations including food banks and other charities who support the wellbeing of those living in the community.
- Collaboratively working with external stakeholders such as debt advisory services, domestic abuse services, police, social services, and community mental health teams.

7.2 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 of succession. 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. 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.

7.3 When a former tenant remains in occupation after a tenancy has been terminated, a landlord can claim money from them for continued use of the premises. These payments are known as mesne profits. The amount of mesne profits payable is usually equivalent to the rent that the former tenant was paying. Mesne profits do not count as 'rent' and as such a landlord is not creating a new tenancy by accepting such payments.

8. Making best use of our housing stock

8.1 Adur Council offers assured tenancies but recognises that circumstances change and there may be a need for tenants to move to alternative accommodation. We provide support and assistance to achieve this through our tenancy and mutual exchange policies.

8.2 We use our housing stock, at our discretion, to assist other organisations who are working in our communities. This includes helping survivors of domestic abuse, leasing housing for the provision of temporary accommodation or specialist supported housing services, housing ex-military personnel and supporting West Sussex County Council's programme to resettle refugees.

8.3 We aim to make best use of our older people's housing by offering support and advice to tenants who may wish to downsize.

8.4 In exceptional circumstances, we recognise that there are some situations where we may need to urgently rehome a household. These are called 'management transfers' and include but are not limited to the following situations:

- Serious risk to personal safety or life – for example, domestic abuse, harassment, intimidation or abuse.
- Emergencies where homes are damaged by fire, flood, etc. and the repair work will take such a period of time that it would be disruptive to normal life.
- Households who must be moved on Police advice, as a member of the household would pose a threat to the community.
- Where properties need to be vacated because they require major works or are due to be redeveloped.
- Where severe overcrowding is leading to uncontrollable mould growth, despite our best efforts to resolve it, resulting in an unacceptable risk to the household.
- Exceptional medical circumstances
- Any other circumstances of equivalent severity

8.5 If a household is awarded a management transfer and they have arrears, we will transfer these into their new tenancy, as a former tenant arrear, and arrange a suitable repayment plan. Where an empty property has previously been adapted for someone with limited mobility (for example, level access showers, stair lifts), we will aim to find an applicant who would benefit from the adaptations. If the local authority is unable to supply a suitable nomination within agreed timescales under the nomination agreement, we reserve the right to let the property to a household without limited mobility (see further details above).

9.0 Succession to Tenancies

9.1 When a tenant passes away there may be a right for the tenancy to be passed on; this is known as a succession. A tenancy can only be passed on once. The rules governing the rights of succession depend on when the tenancy started. For tenancies that started before 1 April 2012 (where there has been no previous succession to the tenancy), a person will succeed to the tenancy if they are living in the property as their only or principal home at the time of the tenant's death and they are either: (a) The tenant's spouse or civil partner, or; (b) Another member of the tenant's family who has lived with the tenant throughout the period of 12 months ending with the tenant's death.

9.2 Member(s) of the family are defined as: cohabitees, parents, grandparents, children, grandchildren, siblings, uncles, aunts, nephews and nieces. Step-relations,

half-relations, relations by marriage and adopted children are also included in the definition as long as the relationship subsisted at the time of the succession, but foster children are not.

9.3 Where an assured tenant passes away (and there has been no previous succession) leaving only a child (under 18) who resided with her/him for at least the 12-month period before the death, a landlord must recognise the child as having succeeded to the tenancy. An adult, either a relative or professional (e.g. a social worker), will have to hold the legal tenancy on trust until the child is 18. Where there is more than one qualifying person to succeed, the late tenant's spouse/civil partner takes precedence. Otherwise the qualifying persons must agree amongst themselves who is to take over the tenancy. If they cannot agree the council is entitled to choose the successor. There can be no joint succession.

9.4 For tenancies that started on or after 1 April 2012, (where there has been no previous succession to the tenancy), only a spouse or civil partner is entitled to succeed (this includes a person who was living with the tenant as if they were the tenant's spouse or civil partner). Another member of the tenant's family will not be entitled to succeed regardless of how long they have lived in the property.

9.5 Under Occupation after Succession to Tenancy

9.5.1 Irrespective of when the tenancy was originally entered into by the deceased tenant, or of how long the tenancy has been held, a spouse or civil partner is the only successor who has the right to remain in the property regardless of its size. Any other family member (including cohabitants) with the right of succession can be required to move to a suitably sized property for their housing need. If this is the case and the property is found to be too large for the successor's needs, the council will provide a suitable offer of alternative accommodation. Ground 15A of the Housing Act 1985 Schedule 3 enables the council authority to obtain a possession order against the successor tenant, to move a successor who is under occupying.

9.6 Where there is no Right of Succession

9.6.1 Where there is no right of succession following the death of the tenant the council will serve a Notice to Quit to bring the existing tenancy to an end. The council retains the discretion to offer a new tenancy of the same property, or a new tenancy at an alternative property, to a family member left in occupation. When deciding whether to offer a new tenancy we will take account of the individual circumstances, the needs of vulnerable household members and the need to optimise the use of housing stock to meet housing demand. Use and Occupation Charges will apply for any occupier that remains in the property once the tenancy has been brought to an end.

9.6.2 There are occasions where the tenancy has ended but people still reside within the property, for example where there is no person with a legal right of succession. To reduce the risk of homelessness the council will undertake activities and provide support, as appropriate and as set out in section 6.2 above.

10.0 Sole and Joint Tenancy

10.1 If you have a joint tenancy we are unable to amend this to a sole tenancy by simply removing one party even if both parties are in agreement with the request. A Transfer of Tenancy can be obtained via the Courts under Part VII of the Family Law Act 1996, the council will have an opportunity to make representations as to why the tenancy should not be transferred if appropriate. It is advised that any tenant wishing to remove themselves from the tenancy seeks independent legal advice to establish the implications of giving up a lifetime council tenancy.

10.2 If you hold a sole assured tenancy and you wish to have your partner added to the tenancy, you can request that the tenancy be changed to a joint tenancy. In order for this to happen, we would need to see proof that you are married or in a civil partnership or your partner has been living with you at the property for the last 12 months. The council will not award joint tenancies between parents and children, siblings or applicants and their carers. If the sole tenant is in breach of any of the conditions of their sole tenancy, then the application will be refused. There is no legal right for the council to grant joint tenancies, but it is our policy to consider requests made by partners where the above conditions have been met. It is entirely at the council's discretion whether to agree to a change from a sole to a joint tenancy. However, if consent is not given, a letter explaining the reasons for this will be sent to the tenant, with a copy kept on the tenant's file. If it is agreed, then the sole tenancy will be brought to an end and a new joint tenancy awarded. The creation of a new tenancy agreement will sometimes result in an increase in rent to ensure that the current target or affordable rent is applied. Tenants will be notified of this prior to the new tenancy being agreed.

10.3 Where a tenant applies for housing with another adult who is living with them in the capacity of spouse/partner then the council will usually offer a joint tenancy. This means that both are equally liable for the rent and conditions of the tenancy agreement. If one tenant breaks the agreement the council will take action against both tenants. Either joint tenant can end the tenancy without the agreement of the other.

10.4 A spouse or civil partner exercising a home right as set out in Family Law Act 1996, section 30, is entitled to pay rent. Any payment or offer of payment is as good as if made by the tenant.

11. Assignment

11.1 Assured tenants of the council can request permission to assign their tenancy to another person who at the time of application would be entitled to succeed to the tenancy should the tenant pass away at that time. The details as to who may be eligible to be assigned a tenancy is reflected in the detail on Succession (section 9) of this policy. Assignment counts as a statutory succession and therefore there will be no further right of succession following an assignment. There is also no right to assign a tenancy where a succession has already taken place, including a joint to sole change following the death of one of the tenants (also referred to as survivorship). Assignments by way of mutual exchange or Family Law Act Transfer of Tenancy do not count as a succession.

12.0 Mutual Exchange

12.1 Assured tenants of the council can consider moving by exchanging their home with another council or Registered Provider. That right to exchange a home is subject to approval from the council. A request must be made in writing to the council seeking permission to proceed with the exchange the council will confirm within 42 days if the exchange can proceed. When deciding if permission is to be granted for an exchange the council will make its decision with reference to Schedule 3 of the Housing Act 1985. If one of the grounds in schedule 3 applies to the mutual exchange, the request will be refused. If you have an Assured Tenancy which began before 1 April 2012 and you exchange homes with a fixed term council or Registered Provider tenant, you should be granted another assured tenancy when you exchange. If you have an Assured Tenancy which began on or after 1 April 2012 and you exchange homes with a fixed term council or housing association tenant, you may lose your Assured Tenancy unless specifically granted another one by the new landlord.

13 Tenancy Incentive Scheme (TIS)

The council operates a Transfer Incentive Scheme (TIS) which aims to enable the organisation to manage its housing stock effectively, by offering tenants incentives to move to smaller accommodation and thereby make larger homes available for those who most need it. Please contact the Adur Homes for further details.

14. Tenancy fraud

14.1 Adur Council is committed to making the best use of its assets, and meeting housing needs. We recognise that tenancy fraud in the form of subletting, key selling, or obtaining a tenancy by deception, can mean that valuable housing stock is not always allocated to those who need it most.

14.2 To prevent fraud at the start of each tenancy, or subsequent tenancy review or change we will:

- Verify the identification of each tenant.
- Work with local authority fraud teams.
- Provide National Insurance numbers to the National Fraud Initiative where appropriate.

14.3 Additional internal controls are:

- Limiting tenancy commencement process to the tenancy services team.
- Internal auditing of the process.

14.4 We will also carry out periodic, random tenancy checks and home visits where needed, to verify the identity and occupancy of tenants.

15. Ability for tenants to purchase their home

15.1 The ability for tenants to purchase the home they live in is set out in legislation and is dependent on the type of tenancy, length of tenancy and on whether the property qualifies for the relevant purchasing scheme.

15.2 Most general needs properties are eligible for the Right to Buy but all specialist housing, including housing designated for particular groups and the over 60s, is not eligible.

16. Data protection, information exchange and confidentiality

16.1 All information regarding property occupation will be dealt with in accordance with General Data Protection Regulations (GDPR). All information is stored for the duration of the tenancy and will not be disclosed unless the tenant has given their consent or there is a clear duty to do so (for example, under an information sharing agreement with the police).

17. Monitoring and review

17.1 This policy will be reviewed every three years in accordance with our review timetable or in the interim period if any major legislative or regulatory changes require it.

18. Equality and diversity

18.1 Equality and diversity affect all aspects of our business and, as such, its principles are integral to everything we do. As a landlord and an employer, Adur council aims to recognise and respond positively to people's differences, while providing equality of opportunity in relation to the services and careers we provide and support.

18.2 This means that no person or group of people, either working for Adur Council or seeking housing, services, employment or contracts from us, will be treated less favourably because of their or their partner's, family's, friend's or associated person's protected characteristics, which are: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race and ethnicity, nationality, immigration status, religion or belief, gender and sexual orientation.

18.3 Adur council is committed to ensuring that disabled people are not disadvantaged in accessing its services. To this end, we will make reasonable adjustments for disabled people in the implementation of this policy. Examples include:

- Where a tenant has terminated the tenancy and they have left a disabled person remaining in the property who has no legal right to remain there, we will:
 - Act in a sensitive way, taking into account their health condition or impairment.
 - Work with our partner organisations to form a coordinated response to the person's wellbeing.
 - Complete a proportionality assessment, outlining the circumstances and the action we intend to take based on the information gathered.
 - Allow more time, if required, to find alternative accommodation.
- Where a disabled person has abandoned the property, we will consider whether their health condition or impairment directly contributed towards this abandonment. If so, we may decide that any costs arising from that abandonment are not pursued.