



**Melton
Borough
Council**

Tenancy Management Policy

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1. Policy Principles

Melton Borough Councils Tenancy Management Policy sets out our approach to providing an efficient and effective tenancy management service. Our overall aim is to provide quality homes in vibrant, resilient communities via the delivery of high-quality customer services.

This Tenancy Management Policy will embed the Corporate Strategy by delivering against priority 2 - Providing high quality council homes and landlord services

- Deliver better and temporary accommodation for those who need it.
- Engage with tenants to ensure our services meet their needs.
- Improve the quality and value-for-money of our repairs and maintenance services.
- Ensure our properties meet the Decent Homes Standard.
- Provide new high quality council homes.

2. Summary

2.1 Aims

The aims of our Tenancy Management Policy are:

- Ensure customers are dealt with sensitively and effectively, especially at times of personal grief and difficult circumstances
- To ensure we make the best use of our housing stock
- To provide a decision-making process that is consistent, clear and fair
- To ensure that all our processes and systems are inclusive
- To ensure that we meet our statutory and regulatory responsibilities

2.2 Scope

This policy applies to all housing stock owned and managed by Melton Borough Council and focuses on the quality management of tenancies in terms of customer rights and ensuring that customers are aware of their responsibilities and adhere to them. This policy outlines to our staff how they should act to ensure a fair and consistent service is provided to our customers.

The policy covers the following areas:

- Changes in tenancies including succession, assignment, and mutual exchanges
- Managing and sustaining tenancies

3. Policy Details

3.1 Types of Tenancies

A brief description of the types of tenancies the Council will grant is set out in the table below:

Type of Tenancy	Brief Description
Sole Tenancy	A sole tenancy is where only one person is named on the tenancy agreement. They are the only legal tenant even though other people may live in the property with them. A sole tenant is responsible for all aspects of the tenancy.
Joint Tenancy	<p>A joint tenancy is where two people are named on the tenancy agreement. They are 'jointly and severally liable', meaning both tenants are responsible for all aspects of the tenancy.</p> <p>All of the following types of tenancy may be sole or joint tenancies.</p>
Licence	<p>Properties let to the council for use as temporary housing accommodation</p> <p>A licence is issued when applicants are placed in Interim accommodation while enquiries take place into their homelessness.</p> <p>Licence agreements are not tenancies. These may also be used when decanting customers to another property for a temporary period.</p>
Non-Secure Tenancy	Non secure tenancies are granted to households placed in temporary accommodation by the Council.
Introductory Tenancy	<p>Introductory tenancies are subject to a 12 month "probationary" period, during which the tenancy may be terminated on a mandatory ground in accordance with this policy. The probationary period may be extended by 6 months.</p> <p>All newly granted Council tenancies are Introductory tenancies.</p> <p>Introductory tenants do not have the Right to Buy, Mutual Exchange, make alterations and Improvements, take in lodgers, sub-let their home.</p>
Secure Tenancy	<p>Traditional Council tenancies, often referred as lifetime tenancies, which last from week to week until terminated in accordance with specific grounds for possession (Schedule 2 Housing Act 1985)</p> <p>Introductory tenancies will automatically convert to a Secure tenancy after 12 months unless the Council has taken steps to extend or terminate the tenancy</p>

3.2 Changes to tenancies

Tenancies can be changed in a several different ways, below is the information on how this can be completed.

3.3 Introductory tenancies converting to secure tenancies

All new tenancies (not transferring tenants) we be offered an Introductory Tenancy. This will enable us to provide support to those who need it at commencement of their tenancy. This will enable us deal with breaches in tenancy quickly and protect other tenants and the local community.

After 12 months, Introductory Tenancies will automatically convert to a Secure Tenancy unless:

- A notice of seeking possession has been served or a section 128 notice (notice of proceedings of possession)
- A notice to extend the Introductory Tenancy by a further six months has been served. The Introductory Tenancy can only be extended once.

In cases where a decision is made to serve a notice to terminate (where the courts can grant mandatory possession) or issue a notice to extend an Introductory Tenancy the tenant would be offered the right to request a review of such decision under s128 (notice) s125B (extension) of the Housing Act 1996.

It is noted that a “New tenant(s)” are people who have received an offer of housing under Part VI of the Housing Act 1996 and are not already secure tenants of a Council, or assured tenants of a registered provider.

3.4 Succession

Succession allows the tenancy to be ‘passed’ on to certain qualifying people when the tenant dies. The Council’s Tenancy Agreement also sets out the rights to succession.

The law only allows one statutory succession to a tenancy. Consequently, if a tenant is the successor of a tenancy, the tenancy cannot be succeeded for a second time.

The deceased tenant is classed as a successor where:

- He/she became the tenant by succession
- The tenancy was assigned to him/her as a potential successor
- He/she previously exchanged from another property and had been a successor there
- He/she became the tenant under a court order and the previous tenant was a successor.

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

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

Following the introduction of Localism Act in 2011 the rights for who could succeed to a tenancy was amended:

- For tenancies granted before 1 April 2012 succession rights are extended to members of the family in addition to spouse, and civil partner. A member of the tenant's family means a parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew, or niece. Step-relations, half-relations, and relations by marriage are included in the definition. Cohabitees in this context means a couple who are living together as if married or as if civil partners, whether a 'couple' meet this criterion will depend upon the facts in each individual situation
- For tenancies granted after 1 April 2012 only spouses, partners and civil partners have the statutory right of succession.

Statutory succession overrides any other claims to the tenancy (e.g., under the deceased tenant's will).

Where there is more than one person qualified to succeed, the tenant's spouse or civil partner is to have priority. If there are two or more family members entitled to succeed, then they must agree between them which one is to be the successor because only one person can succeed. If they cannot agree, a management decision will be made as to whom the tenancy should pass to as soon as possible.

A person who succeeds to a tenancy is granted a continuation of the existing tenancy, not a new one.

There may be circumstances where a property would be much more suitable for other individuals rather than a successor, for example if the successor is significantly under occupying or the property is adapted for a disabled person. In such circumstances we may look to rehouse the successor into a more suitable property. The successor would be considered for a direct let under the Council's Allocations Policy.

If the successor refuses to move voluntarily then we may serve a notice of seeking possession on the successor between six and 12 months after the previous tenant's death. We would not look to seek possession of a property for under occupation if the successor was the spouse or civil partner of the deceased tenant.

Successors under the age of 18 can succeed to a tenancy. In such cases, a trustee would need to be agreed to hold the tenancy in trust for the child. The trustee is not a guarantor and is not liable for the rent.

3.5 Assigning a Tenancy

Assignment means legally transferring a tenancy from one person to another.

How assignment works

You can sometimes assign or 'sign over' a Melton Borough Council tenancy if you want to:

- transfer your tenancy to a partner or family member who lives with you
- swap homes with another Local Authority tenant (If you want to swap homes then our Housing Team can provide more details)
- Or a court has order the tenancy into transferred to someone.

If you want to assign your tenancy to a partner or family member, you must:

- have the right to assign to them (see 3.4)
- provide evidence that they live with you
- complete a 'deed of assignment'

If you do not follow the correct process, the person you assign to could be at risk of eviction

What happens when a tenancy is assigned?

All tenancy rights and responsibilities pass from the original tenant to the new tenant. Your tenancy is transferred using a legal document that has been signed 'as a deed'.

You will lose your rights as a tenant if you continue to live in the property. Your legal status will be an excluded occupier.

Assigning to a partner or family member

You can assign your tenancy to someone who would inherit the tenancy if you died. Who this would be depends on when your tenancy started (see 3.4).

You cannot assign a council tenancy in this way if:

- it is a sole tenancy
- your tenancy has been demoted

- you are living in temporary accommodation

In most cases, you cannot assign your tenancy if you inherit it from someone else.

Secure tenancies

You can assign your secure Melton Borough Councils tenancy to your husband, wife, or civil partner if they live with you.

If you do not live with a married or civil partner, you can assign to any of the following family members, but only if the person has lived with you for at least 1 year and your tenancy allows it (see 3.4):

- an unmarried partner
- an adult child or grandchild
- a parent or grandparent
- a brother or sister
- an uncle, aunt, niece, or nephew

Assignment is not possible under any other circumstances and Introductory tenants are not capable of assignment for mutual exchanges, as there is no right to exchange on an Introductory Tenancy.

3.6 Mutual Exchange

Requests for a mutual exchange can be considered from tenants who have a secure tenancy. We cannot permit exchanges with tenants of private landlords. The other tenant must have written consent from their landlord.

We will only refuse consent on the same grounds as are available for secure tenants and outlined in Schedule 3 of the Housing Act 1985.

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

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

3.7 Granting of a Discretionary Tenancy

There are circumstances where we may consider granting a discretionary tenancy. If no succession right exists, management may consider the granting of a discretionary tenancy of the current property.

This will be an Introductory Tenancy and will be let in accordance with the Council's Allocation Policy. Each case will be considered on its merits following receipt of a written request to remain in the property, which must be received no later than 60 days after the tenant's death.

3.8 Sole Tenancy to a Joint Tenancy

A sole tenant may apply for a joint tenancy. When considering such a request we will consider the following:

- if there are breaches in the conditions of tenancy and whether these breaches are sufficiently serious that they would prevent a new tenancy being awarded
- the relationship between the proposed joint tenant and the existing tenant. The proposed joint tenant must be living at the property as his or her main home at the date of the proposed joint tenancy.

They must be either:

- the tenant's spouse or civil partner or
- another member of the tenant's family or
- someone who has been living with the tenant together as if they were married or within a civil partnership and has lived with the tenant for the whole of the previous 12 months.

3.9 Joint Tenancy to a sole tenancy

If a joint tenant no longer wishes to remain the tenant, they can terminate the tenancy, but this will be for both parties. In some cases, the remaining tenant can be considered for a new sole tenancy. When considering such a request we will consider the following:

- if there are breaches in the conditions of tenancy and whether these breaches are sufficiently serious that they would prevent a new tenancy being awarded
- the proposed sole tenant must be living at the property as his or her main home at the date of the proposed sole tenancy.

The Court may also order that a tenancy should be transferred into a sole name or into the name of a spouse or civil partner if it makes an order because your relationship has broken down.

3.10 Exceptional Circumstances

We may consider a discretionary tenancy in exceptional circumstances, for example, if there are circumstances that prevent one of our properties being occupied.

A new tenancy will be granted at the discretion of the management and in accordance with the Allocations Policy.

This will include appropriate checks to ensure that the proposed tenant would be eligible to join the Council's Housing Register, (or any subsequent named register) both in relation to any previous history of anti-social behaviour and in relation to their immigration status.

3.11 Name Change

We accept that an existing tenant may wish to change their name, for example if they have married or for religious reasons. Where we receive a request to change a name, we will endeavour to meet the request.

We will require supporting evidence such as a deed poll or marriage certificate to affect the name change, and we will undertake checks to confirm identity and prevent fraud.

We will not alter the original tenancy documentation; however, we will provide a letter confirming the recognition of the name change, and we will make amendments to our Housing Management System to ensure items such as letters are addressed appropriately.

3.12 Abandoned properties

We recognise that tenants may be away from their homes for an extended period for several reasons. Where we believe that the tenant may have abandoned the property (including anonymous notification) we will take appropriate action, in accordance with the legislative requirements and our abandonment procedure.

3.13 Lodgers and sub-letting

Lodgers

Melton Borough Council recognises that some customers may wish to take in lodgers. Our tenancy conditions require customers to obtain permission to take in a lodger. Permission will not be unreasonably withheld providing that no overcrowding of the property occurs, as defined in part 10 of the Housing Act 1985.

Subletting

A Melton Borough Council tenant(s) can sublet part of their home, but they must get our written permission first. They cannot sublet all their home. They are responsible for the behaviour of their lodgers or sub tenants and are responsible for making sure they move out at the end of the tenancy.

The legal relationship between the tenant and the landlord remains the same. The tenant's responsibility for payment of rent and charges, and adherence to the tenancy terms remains unaffected.

3.14 Overcrowding and under-occupation

We recognise that in some instance's accommodation may, due to family circumstances become too small or too large for the household needs. For example, this may be where a tenant has two or more unoccupied bedrooms.

Where such issues arise, we will work with the tenant, if they wish to be rehoused, to find the most suitable housing option available to them.

We will also inform prospective tenants of the potential impact regards their welfare benefits if they under occupy according to the government's definition of this. If required, we can do an assessment to advise of any unaffordability concerns and look at ways to maximise income and support around the tenancy.

3.15 Ending a Tenancy

When a customer wants to end their tenancy, they must give four weeks' notice in writing. If a tenant is moving into another Melton Borough Council property, we can accept to end the notice on the Sunday before the new tenancy starts. If the tenant wants to take more time to move from one to another property, they can give the 4 weeks' notice, but they will have to pay for both properties.

The grounds upon which a landlord can serve notice to end a tenancy are set out in the tenancy agreement with specific details outlined in the Tenancy Agreement.

If, by serving the appropriate notice, the law then allows for mandatory possession to be sought through the courts, the Council will afford the customer to request a review of this decision.

Should a customer wish to extend a notice period this will be considered on a case-by-case base and must be approved by either the Senior Housing Officer or in their absence the Tenancy Services Manager.

3.16 Withdrawal of notice by a tenant.

A termination of a tenancy is a legal binding document and the decision to accept a written withdrawal of the notice to terminate is discretionary. A management decision will be made on whether to agree to the withdrawal of the termination on the individual circumstances and information available regarding the conduct of the tenancy.

3.17 Death of a tenant

A tenancy does not end when a tenant dies.

Following the death of the tenant only an executor (person given authority in the tenant's will to deal with their affairs) or an administrator (person who has been given grant of probate for the tenant) can legally end the tenancy on behalf of the tenant.

More information about this on the [Directgov website](#) and customers should seek independent legal advice. We will need to see proof that the person seeking to end the tenancy is the executor or administrator.

If there is no executor or administrator, the council will serve a Notice to Quit on the personal representatives and the Public Trustee to end the tenancy. This will end the tenancy four weeks after service.

3.18 Moving Home

Management Transfers

A management transfer occurs in situations where a tenant has an immediate need to move from their current property. Management transfers are carried out in accordance with the Melton Borough Council's Allocation Policy and the Management Move Procedure. We will ensure that no tenant gains or loses tenancy rights if they need to move.

Decants

A 'decant' is the term used where a tenant is required to move from their current property. This may be due to redevelopment or major works. The Council has a Decant Policy which sets out the steps that will be taken and support that will be provided.

Downsizing

Tenants may apply to move to a smaller home, and we may provide some financial incentive to do so. Downsizing is carried out in accordance with the Council's Allocation Policy. We will ensure that no tenant gains or loses tenancy rights if they need to move.

We will also carry out an assessment to check that our tenants can afford the move and to identify any support need to ensure the tenancy is sustainable.

3.19 Managing and sustaining tenancies

Monitoring tenancies and the condition of our properties will be a key housing management function that we will undertake.

We will deliver effective management to ensure our customers can live comfortably in their homes. Tenants are always required to maintain their properties in a reasonable condition in accordance with their tenancy agreement.

We will monitor tenancies to ensure they are maintained in line with the Tenancy Agreement. We will take appropriate action to resolve any breaches effectively.

Where a tenant requires it, we will provide, where this is possible, support required to sustain their tenancy, or we will sign-post the tenant to other internal or external support agencies.

3.20 Nuisance and Anti-social Behaviour/ Other Tenancy Breaches

Melton Borough Council takes all reports of nuisance and/ or anti-social behaviour extremely seriously. The customer and the people that they are responsible for must

not act in any way that causes or is likely to cause a nuisance or annoyance to anyone living, visiting, or working in the neighbourhood or in any of our offices.

We will work with partner agencies such as the police, social services, and Environmental Health where appropriate to resolve any issues reported to us.

Perpetrators of nuisance and/ or anti-social behaviour risk losing their home should we seek to take possession proceedings.

Our ASB Policy contains comprehensive details of what we would class as ASB and our approach to tackling any cases reported to us in further detail.

3.21 Domestic Abuse, Race and Hate Crime

We will not tolerate or condone any sort of domestic abuse, race or hate crime. Melton Borough Council believes that no one should live in fear of domestic abuse, race or hate crime and will offer advice and assistance and support to any person experiencing or being threatened with these.

3.22 Home Improvements

Melton Borough Council acknowledges that customers may wish to improve or alter their home to meet their own preferences or needs. Any customers on an Introductory Tenancy are not permitted until the tenancy becomes and Secure Tenancy to undertake any improvements or alterations.

We will not unreasonably refuse permission for a customer to carry out alterations or improvement works providing the work is undertaken in accordance with the terms and conditions set out in the tenancy agreement and subject to surveyor approval and relevant consent. The customer may be required to return the home to its original state upon the end of the tenancy.

3.23 Keeping a Pet

We recognise that pets can be a big part of the family. We also know that animals can bring great comfort to our customers and help with their well-being.

We have a small number of flats where it is not appropriate to have a cat or a dog, and we will ensure this is clarified in our adverts and during our pre tenancy assessment.

Keeping a pet in your home

We will allow you to keep a pet in your home. In flats, this is restricted to a small/medium sized dog or one cat, unless as stated above.

Under no circumstances will permission be given to breed or offer any animal(s) for sale from a Council's property.

If outside accommodation for a pet is required, other than a hutch or pen for small animals, written permission must be obtained before it is built. Any application must include plans of the proposed construction and detail the animal(s) to be kept.

Exceptions

Assistance dogs, such as guide dogs for the blind, hearing dogs for the deaf or dogs for the disabled, will always be permitted. The Equality Act 2010 prohibits anyone renting or selling a property from discriminating against a disabled person; this includes discriminating against a person with an assistance dog.

Prohibited pets

Dogs listed in the Dangerous Dogs Act 1991 and any animals listed in the Schedule of the Dangerous Wild Animals Act 1976 will not be given permission to live in one of our homes, with no exceptions. This is to protect the health and safety of any customers and Council employees who may encounter them.

If we are made aware of any customer that keeps any pets as described above, we will treat this as a breach of tenancy and commence legal proceedings to obtain possession of the home.

Pet Welfare

Customers are responsible for the health and welfare of their pets. Under the Animal Welfare Act 2006, this is called a duty of care. This requires proper day to day management and care of the pet. If customers have any questions about the care of their pets, they should contact their vet or a suitable accredited animal welfare organisation. Routine healthcare must include regular control of parasites (fleas and worms), vaccinations and neutering where appropriate. Should we become aware that a pet is not being given due duty of care, we will take steps to inform the relevant professional organisation, such as the RSPCA, and may consider prohibiting the keeping of the pet or any future pets in the home.

Intensive Housing Management

For older persons housing and care and support properties, any request will be considered on its own merits. But permission will need to be sort through the Senior Housing Officer or IHM Team Leader.

3.24 Repairs

Customers must report any repairs required to us in a timely manner. We will seek to charge the customer if they fail to report a repair, and this results in an increase in the cost of the repair because of the delay.

3.25 Access

Melton Borough Council tenancy agreement clearly states that the customer must allow us as the landlord access to the property for gas safety inspection, electrical testing and to generally inspect the condition of the home. We will give reasonable notice to customers prior to any visits unless an ad hoc visit is attempted to gain access, for example, after a failed appointment which has not been successfully re-arranged. Where access to the property is refused or denied, Melton Borough Council will take appropriate legal action to obtain access to carry out the inspection which could be by means of a Notice of Seeking Possession for breach of tenancy conditions or ultimately by way of an injunction.

We reserve the right to charge the customer for a missed appointment(s) and any legal cost.

4. Associated Legislation, National Standards and Regulation

- 4.1 The Housing Act 1985/ 1988/ 1996
- 4.2 Localism Act 2011
- 4.3 Matrimonial Causes Act 1973
- 4.4 Matrimonial and Family Proceedings Act 1984
- 4.5 Civil Partnership Act 2004
- 4.6 The Equality Act 2010
- 4.7 Dangerous Dogs Act 1991
- 4.8 Dangerous Wild Animals Act 1976
- 4.9 Animal Welfare Act 2006

5. Monitoring, Evaluation and Review

- 5.1 The Assistant Director of Housing Management is responsible for monitoring the implementation of this policy.
- 5.2 This policy will be reviewed every three years. In addition, it will be reviewed:
 - Following information/ suggestions that the policy is not effective.
 - To reflect any service enhancements; and/ or,
 - Following the introduction of any relevant new legislation, regulations, or guidelines.