



THE ROYAL BOROUGH OF
KINGSTON UPON THAMES

Tenancy Management Policy 2022

Kingston Council

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1.

1. Policy Statement

- 1.1. The Tenancy Management Policy sets out our approach to providing an efficient and effective tenancy management service. The policy and underlying procedures, which are set out, are in place to ensure we provide a service which reflects our responsibilities and good practice. By providing robust and consistent tenancy management, we are doing everything reasonably possible to build vibrant, resilient communities and delivering high-quality customer service.
- 1.2. This policy supports the Council's commitment to championing equality and ensuring procedures are in place so all residents are treated fairly and without unlawful discrimination in line with the Equality Act 2010.

2. Scope

- 2.1. This policy applies to secure and introductory tenants in housing owned by Kingston Council.
- 2.2. This policy does not cover assets such as garages, shops or leasehold or temporary accommodation properties. The Tenancy Management Policy focuses on managing a tenancy, in terms of customer rights and ensuring that customers are aware of their responsibilities and adhere to them. This policy is designed to inform staff and customers and ensure a fair and consistent service is provided.
- 2.3. The policy covers the following areas:
 - Creating a new tenancy
 - Changes in tenancies including succession, assignment and mutual exchanges
 - Managing and sustaining tenancies
 - Our approach to relationship breakdown
- 2.4. This policy should be read in conjunction with our other housing policies detailed below;
 - Anti Social Behaviour policy
 - Domestic Abuse Policy
 - Allocations Scheme
 - Rent arrears and income collection policy

- Rechargeable Repairs Policy

3. Review & implementation

- 3.1. This policy will be reviewed every 5 years, or when there are changes to the tenancy or the law, whichever is sooner and takes effect from November 2020.

4. Legislation and guidance

- 4.1.1. There is a range of legislation relating to the management of our housing stock, the main ones being:

- The Housing Act 1985 & 1988
- The Housing Act 1996
- Housing and Regeneration Act 2008
- Immigration Act 2014
- Right to Rent
- Anti-social Behaviour, Crime and Policing Act 2014
- Matrimonial Causes Act 1973
- Matrimonial and Family Proceedings Act 1984
- Civil Partnership Act 2004
- Prevention of Social Housing Fraud Act 2013
- Localism Act 2011
- Domestic Abuse Bill 2020
- Home Standard 2015
- Tenancy Standard 2015
- Neighbourhood and Community Standard 2015
- Fitness for Human Habitation Act 2018

5. Types of tenancy

- 5.1. Kingston offers the following types of tenancy

5.1.1. Introductory tenancy

All new Council tenants will be offered an introductory tenancy lasting up to 12 months. An introductory tenancy has the same rights as a secure tenancy but for this 12-month period a tenant cannot:

- Buy their Council home
- Make any alterations to the home

- Introductory tenants may take in a lodger but they must gain RBK written permission.

5.1.2. Throughout this 12-month period, the tenancy will be monitored . When a tenant has successfully completed their tenancy they will then be automatically granted a Secure tenancy. If there is a breach of tenancy during this 12-month period, the Council can extend an introductory tenancy for a further 6 months. However, If the Council feels that due to the breach it is appropriate, the Council will take steps to terminate the introductory tenancy before the 12-month period or extended period ends. The tenant will be given notice of the intention to extend and will be given an opportunity to review the decision.

5.1.3. Any introductory tenancy not ended within this period will automatically become a secure tenancy. If an introductory tenancy is ended, the tenant will be supported to access help and advice on alternative housing options if this occurs.

5.1.4. **Secure Tenancy**
Once the term of an introductory tenancy has been successfully completed, the tenancy automatically becomes a secure tenancy. A secure tenancy is a lifetime tenancy meaning it cannot expire and a tenant(s) will keep the protection of a secure tenancy so long as they continue to live in their premises as their only or principal home. A failure to do so results in security of tenure being lost automatically. Whilst the tenancy remains secure the Council can only terminate the tenancy if the tenant has breached their tenancy conditions.

5.1.5. **Secure Tenants can:**

- May pass on their tenancy when they die if applicable and in accordance to the relevant laws (Succession)
- Exchange homes with another tenant via mutual exchange
- Buy their home (Subject to relevant qualifying periods and properties. This does not apply to Sheltered or Tied Accommodation)
- Make improvements or alterations to their home (subject to permission)

- Have lodgers or sublet part of their home (subject to permission) Taking in a lodger or sub-tenant is not allowed in Sheltered accommodation.

5.1.6. Demoted Tenancies

The Anti-social Behaviour Act 2003 introduced a power for local authorities, private registered providers of social housing (formerly known as registered social landlords), and housing action trusts to apply to demote a tenancy where a tenant, resident or visitor to a property is guilty of antisocial behaviour.

- 5.1.7. A demoted tenancy is a form of tenancy that reduces a tenant's security of tenure and rights for 12 to 18 months. When a tenancy is demoted, the rights to succeed to or assign that tenancy and the right to buy may be altered for the duration of demotion.

6. Creating a tenancy

- 6.1. For all applications, the Council offers both sole and joint tenancies to new households moving into a new Council home. This is subject to eligibility. It is the household's decision whether to apply for a joint or sole tenancy.

7. Changes to households

- 7.1. The tenant is responsible for telling RBK when they have changes to their household. This includes persons moving in, persons leaving the property, and to their marital status or the number of children in the household. This should also include changes to contact details or vulnerabilities. It is important if any of these changes have taken place that you contact the contact centre and ask to speak to your housing officer on 0208 547 5003 or if you are on the housing register by completing this [form](#)

- 7.2. Tenants who change their name will need to provide evidence of the change before a tenancy agreement can be updated. The Council will accept the following documents as evidence:

- Government issued documents such as Passport or Driving licence

- Certificate of marriage, civil partnership or divorce/dissolution
- Confirmation from High Court if the change is via Deed Poll

7.3. A tenant should not move person(s) into their property if this means their home would then be overcrowded.

8. Sole and Joint tenancies

8.1. A sole tenancy is where one member of the household signs the tenancy and is responsible for ensuring the household fulfils the responsibilities set out within the tenancy agreement. This includes paying the rent and ensuring no one in the household is responsible for causing anti-social behaviour. Where there is a breach of tenancy, the sole tenant is accountable, even if a member of their household or guest is responsible

8.2. A Joint Tenancy is where both people have the responsibility for meeting the requirements of the tenancy agreement. Both tenants are entitled to stay in the home until the end of the tenancy and both joint tenants will be responsible for all the rent regardless of whether they live in the property or not. The Council will offer this tenancy to a maximum of two people and recognises applications for joint tenancies where two people are married or in a civil partnership. Joint tenancies will not be offered to anyone else who may be living in your home.

8.2.1. In order to apply for a joint tenancy, you will need to provide proof of marriage or civil partnership.

8.2.2. The Council will offer joint tenancies to couples who can prove they have been cohabiting for at least 12 months. Joint tenants will have equal rights to the tenancy and an opportunity to have their say in consultation undertaken by the Council.

9. Changes to tenancies

9.1. Succession

9.1.1. Succession allows the tenancy to be passed on to certain qualifying people when the tenant dies. The tenancy agreement

sets out the statutory rights to succession.

9.1.2. The law allows only one statutory succession to each tenancy. Consequently, on the death of the tenant there can be no further right of succession where the deceased tenant is classed as a successor. 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.

9.1.3. When 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.

9.1.4. 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 home at the date of the death and either:

- He/she is the tenant's wife, husband, civil partner, or partner (this includes same sex couples) provided he or she lived with the tenant in the home as their principal home prior to the death of the tenant

or

- If there is no spouse in occupation the tenancy could pass to a partner or another relative, provided that person had been occupying the Property/Your Home as their only or main home with the tenant throughout the 12 month period before the tenant died.

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

- 9.1.6. 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.
- 9.1.7. A person who succeeds to a tenancy is granted a continuation of the existing tenancy, not a new one.
- 9.1.8. 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.
- 9.1.9. In such circumstances we may look to rehouse the successor into a more suitable property. The successor would be considered for a direct let. If the successor refuses to move voluntarily then we may serve a notice on the successor between 6 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. In such circumstances the council will make one reasonable and suitable offer of alternative accommodation

9.2. Assignment

- 9.2.1. Assignment (passing on a tenancy) is only possible for secure tenancies in the following circumstances (as set out in the tenancy agreement):
- With agreement of all parties. The tenant can terminate the sole tenancy on the agreement that a new joint secure tenancy would be granted. The most convenient form of termination (should the tenant be agreeable) is to sign a Deed of Assignment. For this to apply the tenant should have no arrears.
 - As a mutual exchange. For this to apply the tenant must have no arrears.
 - Where a court orders it as part of divorce or judicial separation

proceedings on a termination of a civil partnership under the Matrimonial Causes Act 1973, Matrimonial and Family Proceedings Act 1984 or the Civil Partnership Act 2004.

- Where a court orders it granted relating to the tenancy
- To a potential successor, for example, someone who would have had the right to succeed to the tenancy on the death of the tenant. This is only possible if there has been no previous assignment or succession.

9.2.2. Assignment is not possible under any other circumstances.

9.2.3. Introductory tenancies may only be assigned in very limited circumstances of a court order (as described in 9.2.1 above) to a potential successor to the tenancy.

9.2.4. Tenant(s) can apply for an exchange as an introductory tenant with another introductory tenant or secure tenant or an assured tenant of a Registered Provider . Permission, which may be conditional on the tenant(s) paying any rent outstanding or remedying any other broken terms of the Tenancy Agreement, will be given subject to the grounds set out in Schedule 3 Housing Act 1985 and the agreement of any other landlord.

9.2.5. Such an exchange must be carried out under the special introductory tenancy exchange procedure which requires the tenant(s) to surrender their current tenancy so that they can be given a new tenancy of the property that they are moving to.

9.2.6. Demoted tenancies may only be assigned in pursuance of a court order.

9.3. Assignment by way of mutual exchange

9.3.1. Requests for a mutual exchange can be accepted from any public sector tenant who has either a secure or an assured tenancy. We will not permit exchanges with tenants of private landlords. 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.

- 9.3.2. Where the tenant is in breach of their tenancy (including being in rent arrears) we can impose a condition requiring the breach to be put right. If a condition is imposed, the exchange cannot take place until the breach has been remedied.
- 9.3.3. We will give or refuse consent within 42 days of the application to exchange being received.
- 9.4. Granting of a discretionary tenancy
 - 9.4.1. There are circumstances where we may consider granting a discretionary tenancy: If no statutory succession right exists
 - 9.4.2. If no succession right exists we 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 RBK allocations scheme. 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 two months after the tenant's death. We may also consider a use and occupation licensee for a short time to allow the occupant to find alternative accommodation.
- 9.5. Sole to joint tenancy
 - 9.5.1. Existing tenants are able to convert their current tenancy to a Joint Tenancy. Both parties must agree for the respective partner to be added to the tenancy. The Housing Officer will need to check whether this is lawfully possible for a joint tenancy to be assigned in accordance with s.91 of the Housing Act 1985.
 - 9.5.2. The tenant will be required to complete a Deed of Assignment. It is advised tenants seek independent legal advice. Where the tenant has a statutory right of assignment, then it is not necessary to sign a new joint tenancy agreement; this will instead be recorded on the Council's system and both tenants will receive written confirmation of their joint tenancy.
 - 9.5.3. Where assignment is not possible or practical, the Council will consider granting a new joint tenancy to replace the previous sole tenancy. Any applications for a sole tenancy to be converted to a joint tenancy will be refused under the following

circumstances;

- The household cannot provide proof of marriage or civil partnership, or of joint residency for at least 12 months prior to the application
- There is outstanding action against the household for a breach of tenancy
- There are outstanding rent arrears
- There is a history of tenancy breaches
- The tenancy has been demoted
- The applicant is already named on another a tenancy

9.5.4. Where the property is Sheltered accommodation, only people 60+ will be able to become joint tenants. However Civil and married partners are able to live with their partners in Sheltered accommodation and may be eligible to succeed see succession details below.

9.6. Joint to sole tenancies

9.6.1. In some situations, such as relationship breakdown, a household may wish to convert their joint tenancy to a sole tenancy. This again can be managed by a deed of Assignment. It is advised tenants seek independent legal advice.

9.6.2. The Housing Officer will need to check whether this is lawfully possible for a joint tenancy to be assigned in accordance with s.91 of the Housing Act 1985.

9.6.3. The tenant who wishes to remove themselves from the tenancy will be required to complete a Deed of Assignment.

9.6.4. Where an assignment cannot be agreed between joint tenants, those who are married or in a civil partnership can apply to the Family Court to transfer the tenancy.

9.6.5. When one of the joint tenants moves out of the home, the remaining tenant should notify the Council.

9.6.6. A deed of assignment will only be agreed if;

- Both parties agree and

- There are no outstanding breaches against the tenancy (this will not apply where the absent tenant was sole cause of antisocial behaviour)
- There are no outstanding rent arrears
- The home being specifically adapted for the absent tenant (in this case an alternative home may be offered)

9.6.7. There may be circumstances where a property would be much more suitable for other individuals rather than a proposed sole tenant, for example if the tenant is significantly under occupying or the property is adapted for a disabled person.

9.6.8. In such circumstances we may look to rehouse the tenant into a more suitable property. The successor would be considered for a direct let.

9.7. Exceptional Circumstances

9.7.1. We may consider a discretionary tenancy in exceptional circumstances, for example, if there are technical 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 scheme.

9.7.2. We may consider offering a property to one joint tenant after the tenancy has been terminated by the other joint tenant. A feature of a joint tenancy is that it can be brought to an end by one of the joint tenants, acting unilaterally. There may be circumstances where one joint tenant does this with unfair consequences for the other joint tenant, e.g. following a relationship breakdown. In such circumstances the Council may agree to grant the other joint tenant a sole tenancy of the property, or of another vacant property.

9.7.3. This will include appropriate checks to ensure that the proposed tenant would be eligible to join the housing register, both in relation to any previous history of antisocial behaviour, rent arrears and also in relation to their immigration status.

10. Relationship breakdown

- 10.1. This policy does not attempt to address Domestic Abuse and a separate policy will be developed to guide housing tenants on this. Domestic Abuse is a crime and residents can get help from, the Kingston Domestic Violence Hub on 0208 547 6046 (Monday to Friday, 9am to 5.30pm) or The National Domestic Abuse Helpline is open 24 hours (including weekends) to offer advice - 0808 2000 247. In an emergency, always dial 999.
- 10.2. Domestic Abuse victims have a right to apply as homeless to any council if they do not feel safe in their homes and should speak to their tenancy officer about what the Council is able to do to assist with assisting them with adaptations or other changes to make sure they are safe.
- 10.3. If a tenant is experiencing a relationship breakdown Shelter has produced a help guide which will help the tenant understand their rights.
http://england.shelter.org.uk/_data/assets/pdf_file/0020/23393/Shelter_Guide_RelationshipBreakdown.pdf
- 10.4. Most couples need help to sort out what happens to their home and finances when their relationship ends. The law is very complicated and every case is different. A specialist adviser or solicitor can look into your situation properly and ensure you don't give up rights that you weren't aware you had.
- 10.5. Some specialist services are free but you may have to pay:
- Solicitors' charges
 - Court fees. You may be eligible for help with these costs – the Gov.uk website has a Legal Aid Checker that you can use to check whether you're eligible, visit www.gov.uk/check-legal-aid
- 10.6. If you split up, your options are likely to be:
- One person staying in the home while the other moves out
 - Both leaving and getting new places
 - Continuing to live together, but as separate households (ie not as a couple). Discussing the issues and negotiating a mutual

agreement may avoid a long and costly legal process. Mediation and/or relationship counselling can help but if you can't agree, you may have to go to court.

- 10.7. If you are able to agree you can follow our joint to sole process if you are not able to agree you should seek legal advice
- 10.8. If you decide you are unable to continue to live together, both or one tenant(s) is able to apply to be on Kingston Council's housing register based on their housing need. If either or both parties apply, their application will be assessed within the Allocations Scheme. **You are strongly encouraged to seek your own independent legal advice separately from each other.**

11. Managing and sustaining tenancies

11.1. Monitoring tenancies and the condition of our properties

- 11.1.1. Effective management is necessary to ensure our customers can live comfortably in their homes. We expect that tenants will maintain their properties in a reasonable condition at all times in accordance with their tenancy agreement.
- 11.1.2. We will monitor that all our tenants keep to the terms of their tenancy agreement and take appropriate action to resolve any breaches effectively.
- 11.1.3. Where a customer requires it, we will provide support or sign-post them to external support agencies.

11.2. Customer care visits

- 11.2.1. We will use the customer care/courtesy visit and other contacts we have with customers as a means of ensuring that we deliver an effective, efficient and high-quality service including:
 - To update customer profile information, identify vulnerable customers and refer customers to appropriate support where required.
 - Pick up any repair or neighbourhood issues.
 - Ensure that the customer is aware of the different ways of

contacting us, promoting digital access.

- Refer the customer to appropriate support where needed- this may be RBK or community based

11.2.2. We will also take the opportunity during the visit to:

- Ensure the enforcement of tenancy conditions and that the property has not been damaged, neglected or used unlawfully.
- Ensure that the property is occupied by the tenant and has not been sub-let or abandoned.

12. Social housing fraud

12.1. We will take appropriate action in relation to possible social housing fraud including:

- Dealing with unauthorised sub-letting.
- Non-occupation by the tenant.
- Anyone fraudulently obtaining a social housing tenancy. Anyone wrongly claiming succession or unauthorised assignment of a tenancy.
- Key-selling – where a tenant passes the keys for a property on to someone else in return for a payment or favour.

12.2. Abandoned properties

12.2.1. We recognise that tenants may be away from their homes for an extended period for a number of 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.

12.3. Lodgers and subletting

12.3.1. We recognise that there will be situations where a customer may wish to rent out a room in their home in which case the new occupier will be referred to as a lodger (or sub-tenant). Taking in a lodger may help meet a local housing need and reduce a customer's financial commitment for under-occupying a

property.

- 12.3.2. Taking in a lodger or sub-tenant is not allowed in Sheltered accommodation.
- 12.3.3. Under the terms of the tenancy agreements, tenants may not sub-let their whole property and must use it as their principal home.
- 12.3.4. We may, however, allow a secure tenant to sublet part of their home with our written agreement.
- 12.3.5. 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.

13. Overcrowding and under-occupation

- 13.1. All applications for non emergency housing should be made through the housing register on the Councils website.
- 13.2. We recognise that in some instances 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.
- 13.3. 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 through the RBK Allocations Scheme.
- 13.4. We will also inform prospective tenants of the potential impact on their benefits if they under occupy according to the government's definition of this.

14. Ending a tenancy

- 14.1. When a customer wants to end their tenancy, they must give four weeks' notice in writing. Their tenancy can only end on the first Sunday, four weeks after the notice was received by the council.

- 14.2. A Notice to Quit or tenancy termination form should be completed.
- 14.3. The grounds upon which a landlord can serve notice to end a tenancy are set out in the tenancy agreement.
- 14.4. In the appropriate circumstances and by serving the appropriate statutory notice that will allow the Council to apply for a mandatory possession to be sought through the courts, RBK will offer the tenant a request for a review of this decision.
- 14.5. Where tenants are moving property, the Council will endeavour to identify rechargeable repairs at the pre-void inspection and notify the tenant of any rechargeable repairs that need to be carried out prior to termination of the tenancy. Any rechargeable repairs outstanding once the property is vacated will be repaired by the Council and recharged to the outgoing tenant. This may include the cost of cleaning and clearing properties and gardens and an administration fee.
- 14.6. Former tenants leaving with monies owed for previous rent will be written to by the Council, in accordance with the current policies. Appropriate resources (e.g. tracing agents) will be used to track down tenants who have either abandoned their homes or who have been evicted with no forwarding address.

15. Death of a tenant

- 15.1. The death of a tenant does not formally end a tenancy although the tenancy will no longer remain secure. For the tenancy to be ended, notice to quit must be supplied by either party.
- 15.2. When a tenant dies, their executor or person holding letters of administration can end the tenancy by providing a Notice to Quit or by completing a tenancy termination form. If we do not receive a termination notice, then we will serve a Notice to Quit on the property, addressed to the Personal Representative and a copy is served on the Public Trustee.

16. Table showing options

	General Needs Tenant	Introductory Tenant	Sheltered Tenant
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Right to buy	Yes	No	No
Mutual Exchange - in line with rules above	Yes	Limited	Limited
Take in a lodger - in line with rules above	Yes	Yes	No
Succession - in line with rules above	Yes	Limited	Yes
Assignment - in line with rules above	Yes	Limited	Yes
Joint tenancy	Yes	Yes	Must be 60+, living together as married or civil partnership