

Tenancy Management Policy

Landlord Services March 2025

Name of Author Sian Edwards

Department Housing Landlord Services
Owner Lead for Housing Services

Authorizer AD Housing ,
Published Date March 2025

Version Copies To

Classification External /resident facing policy

Policy Statement	2
Scope	2
Review & implementation	3
Legislation and guidance	3
Types of tenancy	4
Creating a tenancy	7
Changes to households	8
Sole and Joint tenancies	8
Changes to tenancies Succession Succession for Introductory tenants Assignment Assignment by way of mutual exchange Granting of a discretionary tenancy Sole to joint tenancy Joint to sole tenancies Exceptional Circumstances Relationship breakdown	8 9 10 10 13 11 12 12 13
Managing and sustaining tenancies	15
Monitoring tenancies and the condition of our properties	15
Customer care visits	16
Social housing fraud Abandoned properties Lodgers and subletting	16 17 17
Overcrowding and under-occupation	17
Ending a tenancy	18
Death of a tenant	19
Use of Alerts	19
Appendix 1 & 2	20

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.
- 1.3 The Council aims to sustain tenancies wherever practicable to do so, and prevent homelessness.
- 1.4 The Council will monitor the impact of this policy by reporting on a suite of measures. For example, each housing officer should visit every tenancy at least once every 3 years. For housing for older people schemes the frequency should be once every 12 months.

2. **Scope**

- 2.1 This policy applies to residents with secure tenancies, introductory tenancies and license agreements in homes owned by Kingston Council.
- 2.2 This policy covers the Housing for Older People service which is sometimes referred to as sheltered housing, in particular in the context for the buildings, the service offered is that of an Enhanced Housing Management Service (EHMS). The EHMS is designed to deliver tenancy management to meet the potential needs of an older person who may have additional vulnerability. In this context the retention of a set of keys by the landlord is accepted practice.
- 2.2 This policy does not cover assets such as garages, shops, leasehold or temporary accommodation properties (Private Sector Leasing).
- 2.3 The Tenancy Management Policy focuses on the residents' responsibilities for the duration of their tenancy and sets out their rights, with a view to provide clarity and transparency.
- 2.5. Comply with the Regulator for Social Housing, consumer standards.

2.6 This policy does not cover Rehousing due to disrepair. Please refer to the Rehousing Policy

The policy covers the following areas:

- Creating a new tenancy
- Introductory tenancy extensions
- License agreements and when they are applicable
- Tenancy Sustainment- advocacy services
- Succession, assignment and mutual exchanges
- Our approach to relationship breakdown and the impact on the tenancy

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

This policy will be reviewed every 3 years, or when there are changes to the tenancy or the law, whichever is sooner and takes effect from March 2025.

4. Legislation and guidance

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
- Protection from Eviction Act 1977
- Landlord & Tenant Act 1985
- 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 tenancies granted

The Council offers the following types of tenancies, introductory, secure and licenses.

5.1 Introductory tenancy

- 5.1.1 All new Council tenants will be offered an introductory tenancy lasting up to 12 months. The Council will conduct a review 6 months into the introductory period. The review will discuss the residents conduct of the tenancy and rent payments. The review will be conducted at the tenants home and will be by mutual appointment.
- 5.1.2 The Council has the right to extend the Introductory period by up to a further 6 months, before the tenancy becomes secure.
- 5.1.3 The Council can seek to terminate the Introductory period prior to the end of the 6 month extension or 12 month period if the breach of the terms and conditions of tenancy is significant.
- 5.1.4 The tenant will be notified of the intention to extend the introductory period in writing. The tenant has the right to review the decision. Review requests should be sent to their Housing Officer via email, letter, in person or verbally.
- 5.1.5 The review request will be reviewed by the Head of Service and the outcome confirmed in writing to the tenant, but this can be shared with an advocate where requested.
- 5.1.6 If the Introductory period is not ended, the tenancy will automatically become a secure tenancy.

5.1.7 If the tenancy is brought to an end, the Council will make referrals to Housing Solutions and provide information on how to access advocacy support. See Appendix 1.

An introductory tenancy has the same rights as a secure tenancy. However, during the introductory period residents are not able to;

- Buy their Council home
- Make any alterations to the home
- Take in a lodger, unless otherwise given written consent for the Council.

5.2 <u>Secure Tenancy</u>

- 5.2.1 General Needs and Housing for Older People properties are offered introductory tenancies unless they have held a secure tenancy with the Council or another Housing Provider to ensure they are not offered any less security than previously had.
- 5.2.2 A secure tenancy is a lifetime tenancy.
- 5.2.3 Secure tenants may;
 - Pass on their tenancy when they die, this is called Succession.
 - Assign their tenancy to another household member during their tenancy. The lead tenant(s) must be in residence at the time of assignment. Please refer to the Assignment section for further information.
 - Swap homes with another resident via Mutual Exchange
 - Make a Right to Buy application. (Subject to relevant qualifying periods and properties. This does not apply to Housing for Older People, Temporary Accommodation, Tied Accommodation or where demolition notices are in place)
 - 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 or Temporary Accommodation.

Request an adaptation if they have a disability

5.3 Demoted Tenancies

The Council no longer offers demoted tenancies.

5.4 Probationary Tenancies

The Council does not offer probationary tenancies

5.5 Fixed Term Tenancies

The Council does not offer fixed term tenancies.

5.6 Licenses

- 5.6.1 The Council uses licenses in the following cases;
 - Rehousing due to disrepair
 - Hostel accommodation being used to provide interim accommodation under S188 of the Housing Act 1985

5.7 Non Secure Tenancies

- 5.7.1 The Council uses non secure tenancies for properties which are used as long term temporary accommodation, known as Private Sector Leasing.
- 5.7.2 Temporary Accommodation provided by Community Housing offered on the Cambridge Road Estate.

5.8 Terms and conditions of tenancy

- 5.7.1 The Council endeavours to communicate the terms and conditions of the tenancy to all residents at the tenancy sign up to ensure they are aware of their responsibilities and understand their rights.
- 5.7.2 Housing Officers will refer residents who require additional support to the appropriate services to help residents sustain their tenancies. Some services include;
 - Housing Floating Support

- Financial Inclusion Team (money management and benefit advice)
- Adult Social Care

5.8 Creating a tenancy

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.

5.9 Tenancy Amendments

The Council will consult with all residents who have an introductory or secure tenancy, should they wish to vary the tenancy terms and conditions.

- 5.9.1 The resident is responsible for letting the Council know when there are any changes to their household. i.e. persons leaving the property, persons moving in, birth of a child and martial status.
- 5.9.2 The resident should advise of any changes to their contact details, medical needs or vulnerabilities. These changes should be reported to your <u>Housing Officer</u> and your <u>Housing Register</u> application.
- 5.9.3 Residents should advise their housing officer if their name has been misspelt.
- 5.9.4 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:
 - Certificate of marriage, civil partnership or divorce/dissolution
 - Confirmation from High Court if the change is via Deed Poll
 - Driving License or Passport where your name has been misspelt.
 - Full Birth Certificate where a resident has no photographic ID

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

6. Sole and Joint tenancies

- 6.1 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
- 6.2 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.
- 6.3 In order to apply for a joint tenancy, you will need to provide proof of marriage or civil partnership.
- 6.4 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 participate in consultations undertaken by the Council.

7. Changes to tenancies

The Secure Tenancy will automatically pass to their husband or wife or partner from a long term relationship (including same sex partners) providing they were occupying the home as their only or main home with the tenant when they died. If there is no spouse in occupation the tenancy could pass to a partner or another relative, provided that person had been occupying the home as their only or main home with the tenant throughout the 12 month period before the death of the tenant

Succession and tenancies created before 1 April 2012

7.1.1 Secure or flexible tenancies granted before 1 April 2012 can pass on automatically to a tenant's husband, wife or civil partner if they were living with the tenant at the time of their death.

- 7.1.2 If there is no spouse or civil partner, the tenancy can pass on to a family member, including partner, if they have been living at the property with the tenant continuously for the 12 months before their death.
- 7.1.3 Where more than one family member can succeed a tenancy, they will need to reach an agreement between themselves as to who inherits the tenancy. If a decision can't be reached, then we will select a successor to the tenancy as only one person may claim the right to succession.

7.2 Who qualifies as a family member:

Family members are defined as:

- parents
- grandparents
- children (including adoptive children)
- grandchildren
- brothers and sisters
- uncles and aunts
- nieces and nephews
- step relations
- half relations.

7.3 Successions and tenancies created on or after April 2012

It is important to note that all requests to succeed can only be considered where a qualifying household member must have been living in the home or main home with the tenant throughout the 12 month period before the tenant died.

For tenancies created since 1 April 2012, the legal right to inherit a tenancy is now limited to:

- husbands and wives
- civil partners
- couples living together as if they are spouses or civil partners

No other family member can succeed to the tenancy. However, the Council may apply discretion and assess on a case by case basis.

7.3.1 Successions for an Introductory tenancy

Sole Tenancy:

A sole tenancy can be transferred to a spouse or civil partner if they were living in the home at the death of the tenant.

If the tenant is not married or in a civil partnership, an unmarried partner or another family member can apply to succeed if they have lived in the home at the tenant's death.

Joint Tenancy:

Joint tenancies will pass to the surviving joint tenant.

The tenancy will continue as an introductory tenancy for the remainder of the 12 months. After this time, the tenancy will become secure.

7.4 What happens if someone doesn't have the right to succeed a tenancy or the property has been adapted?

- 7.4.1 Where the death of a sole tenant leaves someone in the property without an automatic right to succeed the tenancy, we will consider granting a discretionary tenancy. This will be on an exceptional basis.
- 7.4.2 The Council has the right to move the resident to an alternative property if they would be underoccupied. A Ground 15A notice will be served by the Housing Officer.
- 7.4.3 If the property has been adapted, and the successor does not require the adaptations in situ they will be required to move to an alternative property. Please refer to the Kingston Aids and Adaptations Policy.

7.5 Granting of a discretionary tenancy

- 7.5.1 There are circumstances where we may consider granting a discretionary tenancy: If no statutory succession right exists .
- 7.5.2 Each case will be considered on its merits following receipt of a <u>request to</u> <u>succeed form</u>, which must be received no later than two months after the tenant's death.

7.5.3 We may also consider a use and occupation licensee for a short time to allow the occupant to find alternative accommodation.

7.6 Assignment

- 7.6.1 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.
- 7.6.2 Assignment is not possible under any other circumstances.
- 7.6.3 Residents will be advised to obtain legal advice prior to completing an assignment.
- 7.6.4 Prior to an assignment taking place the lead tenant must be in occupation. The Council has the right to refuse an assignment where the lead tenant has moved out of the home.
- 7.6.5 The Council has the right to refuse an assignment request for the following reasons;
 - The person you want to assign your tenancy too is not an existing household member.

- The home is too big for the person you want to assign your tenancy to or you're not married or in a civil partnership with them.
- You don't make arrangements to pay any debts you owe us.
- The Council believes that you are being forced to apply against your will.

7.7 Sole to joint tenancy

- 7.7.1 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 accordable with s.91 of the Housing Act 1985.
- 7.7.2 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.
- 7.7.3 Where assignment is not possible or practical, the Council will consider granting a new joint tenancy to replace the previous sole tenancy.
- 7.7.4 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
- 7.7.5 Where the property is managed by Housing for Older People, accommodation for 55+ will be able to become joint tenants. However, Civil and married partners are able to live with their partners in Housing for Older Persons accommodation, if the accommodation is large enough to accommodate two people. They may be eligible to succeed see section 7 changes to tenancies.

7.8 Assignment by way of mutual exchange

- 7.8.1 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.
- 7.8.2 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.
- 7.8.3 The Council will consent or refuse the request within 42 days of the application to exchange being received. The outcome will be provided in writing to the applicant.
- 7.8.4 As referenced in the Mutual Exchange Policy.

7.9 Exceptional Circumstances

- 7.9.1 The Council may consider a discretionary tenancy in exceptional circumstances, for example, if there are technical circumstances that prevent one of our properties being occupied.
- 7.9.2 A new tenancy will be granted at the discretion of the management and in accordance with the Allocations scheme.
- 7.9.3 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.
- 7.9.4 The Housing Officer will advise both parties to seek legal advice to ensure that they are both aware of their legal rights and implications for future housing. Information on Advocates can be found in Appendix 1.
- 9.9.5 The Housing Officer can refer the tenant to their tenancy terms and conditions which also sets out implications for both tenants.

7.9.6 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.

8. Relationship breakdown

- 8.1 This policy does not include Domestic Abuse as this is covered under the <u>Domestic Abuse Policy</u>. This policy sets out the Council's approach to supporting survivors of Domestic Abuse.
- 8.2 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.
- 8.3 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 housing officer about schemes available to help a survivor to feel safe within their home.
- 8.4 Where a resident meets the criteria for a <u>Management Transfer</u> the Council will make an application to the Housing Panel with the residents consent. Housing Services Lead will need to authorise the referral.
- 8.5 If a resident is experiencing a relationship breakdown. Residents can refer to Shelter for advice

General Advice:

https://england.shelter.org.uk/housing_advice/homelessness/relationship_breakdown_tenancy_rights

Joint Tenants:

https://england.shelter.org.uk/housing_advice/council_housing_association/joint_ten_ancy_relationship_breakdown

8.6 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.

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

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.
- 8.7 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
- 8.8 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 policy.

You are strongly encouraged to seek your own independent legal advice separately from each other.

9. Managing and sustaining tenancies

Monitoring tenancies and the condition of our properties

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

10. Customer care visits

- 10.1 Residents will be visited 6 weeks after the commencement of their tenancy.
- 10.2 The Council may carry out other visits throughout the tenancy to ensure 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.
 - Report 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

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.

11. Social housing fraud

The Council 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. Abandoned properties

- 12.1 Residents must advise their Housing officer if they are going to be away from the property for more than 30 days.
- 12.2 Residents must update Housing Benefit/ Universal Credit when they are away from the property. If this is not done, the Housing will do this.
- 12.3 The council will investigate all reports of abandonment including anonymous reports.
- 12.4 The Council will take into account residents' circumstances before taking appropriate action, in accordance with legislative requirements and the Council's abandonment procedure.

13. Lodgers and subletting

- 13.1 We recognise that there will be situations where a tenant 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.
- 13.2 Taking in a lodger or sub-tenant is not allowed in Housing for Older People accommodation or Temporary Accommodation.
- 13.3 Under the terms of the tenancy agreements, tenants may not sub-let their whole property and must use it as their principal home.
- 13.4 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.

14. Overcrowding and under-occupation

14.1 We recognise that in some instance's accommodation may, due to family circumstances, become too small or too large for the household needs. See description below:

Downsizing- If a resident had a 3 bedroom property, they would be allowed to downsize to a 2 bedroom property.

Overcrowding- When a resident is lacking 1 or more bedrooms

- 14.2 The housing officer will work with the resident to provide housing options for more suitable accommodation which best meets the household's needs. Options include downsizing via the Housing Register or Mutual Exchange/ Homeswapper.
- 14.3 The Council will inform residents of the potential impact on their benefits if they are under occupying according to the Government's definition.

15. Ending a tenancy

- 15.1 When a resident 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.
- 15.2 A Notice to Quit or tenancy termination form should be completed.
- 15.3 The Council can accept a shortened notice period in exceptional circumstances.
- 15.4 The grounds upon which a landlord can serve notice to end a tenancy are set out in the tenancy agreement.
- 15.5 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. Residents will have the right to review the decision. Review Meetings will be chaired by the Corporate Head of Service, Landlord Services.
- 15.6 The housing officer will identify rechargeable repairs at the pre-void inspection and notify the residents of any rechargeable repairs that need to be carried out prior to termination of the tenancy. Residents will receive a termination letter.
- 15.7 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.
- 15.8 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.

16. Death of a tenant

- 16.1 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.
- 16.2 When a resident passes away, their executor, next of kin (NOK) or executor of their affairs can end the tenancy by providing a Notice to Quit.
- 16.3 If the Council does not receive a Notice to Quit, the Council will serve a Notice to Quit on the property addressed to the Personal Representative and a copy will be served on the Public Trustee.

17. Use of Alerts

- 17.1 The Council will add alerts to our computer systems where we have identified a risk to our employees, contractors or a vulnerability. For example; a resident may have a vulnerability which may result in it taking longer for them to answer the door.
- 17.2 The Council will add alerts to the system where a resident has displayed aggressive and/ or abusive behaviour towards Council employees or contractors. The Council will inform the residents of this in writing and add to the Caution Before Contact database.
- 17.3 A Resident/s may be asked to sign an Acceptable Behaviour Agreement.
- 17.4 Residents added to the Caution Before Contact database will have the alert reviewed after 12 months.

The Council reserves the right to commence legal proceedings where there is a tenancy breach.

Appendix 1:

Throughout the rehousing process you can appoint a family member or a friend to advocate on your behalf. This request will be made in writing, If this is not possible, your Housing Officer can refer you to an external advocacy services such as:

- Kingston Housing Floating Support
- Citizens Advice Bureau (CAB)
- Kingston Advocacy Service
- Migrant Advocacy Service (MAG)
- Refugee Action Kingston (KAG)
- Kingston Carers Network (voice for young carers)
- Grace Advocacy Service

This list is not exhaustive and other agencies and organisations who can support are listed under the connected Kingston website www.connectedkingston.uk

Appendix 2:

Table showing rights and responsibilities:

	General Needs Tenant	Introductory Tenant	Sheltered Tenant
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	Yes	Yes
Assignment - in line with rules above	Yes	No	Yes
Joint tenancy	Yes	Yes	Must be 55+, living together as married or civil partnership