

London Borough of Waltham Forest Housing

Tenancy Policy

For residents

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Table of contents

1.	Introduction	3
2.	Scope	3
3.	Purpose.....	3
Part 1 of this policy applies to all rented homes owned by the council		4
4.	The types of tenancies we issue	4
Part 2 of this policy applies to introductory, secure and flexible tenancies only		9
5.	Requests to change from a sole to a joint tenancy.....	9
6.	Relationship breakdown and requests to change from a joint to a sole tenancy	10
7.	Succession	12
8.	Assignment	12
9.	Sustaining tenancies, supporting vulnerable tenants and preventing unnecessary evictions ...	14
10.	Tenants ending a tenancy.....	14
11.	The council ending a tenancy	15
12.	Tenancy fraud	16
13.	Abandoned properties	17
14.	Exceptional circumstances	17
15.	Key legal and regulatory references.....	17
16.	Monitoring and review.....	18
17.	Appendix 1 - Requests to review the length of a flexible tenancy	19
18.	Appendix 2 - Assignment to a potential statutory successor (secure and introductory tenants)	20

1. Introduction

- 1.1 This Tenancy Policy applies solely to the London Borough of Waltham Forest's own housing stock. A Tenancy Strategy is also in place to guide all providers of social housing in the borough in setting policies for their own homes. This policy reflects the principles set out in the Tenancy Strategy.

2. Scope

- 2.1 This policy relates to rented homes owned by the council, including homes managed by Tenant Management Organisations (TMOs) or any other managing agents on the council's behalf. It does not cover freehold, leasehold or shared ownership properties.
- 2.2 Part 1 of this policy applies to all rented homes owned by the council. Part 2 of this policy applies to introductory, secure and flexible tenancies only. It does not apply to insecure tenancies and licences such as those granted to homeless persons under Part 7 of the Housing Act 1996.
- 2.3 This policy sets out:
- The types of occupation or tenancy agreements we use
 - How we will consider requests to change from a sole to a joint tenancy
 - How we will consider requests to change from a joint to a sole tenancy following a relationship breakdown
 - Tenants' rights to assign (transfer) their tenancy to someone else
 - How we will support tenants to sustain their tenancies and prevent unnecessary evictions
 - How we will support vulnerable tenants
 - How a tenancy can be ended
 - Our approach to tenancy fraud and abandoned properties.
- 2.4 The terms 'the council', 'we', 'our' and 'us' mean London Borough of Waltham Forest.

3. Purpose

- 3.1 We aim to:
- Make the best use of our social housing resource and ensure that it meets existing and future residents' needs
 - Ensure residents have the right home for as long as they need it

- Support our residents to enable them to achieve their housing aspirations
- Provide a high quality housing management service in accordance with legislation, regulation and best practice

Part 1 of this policy applies to all rented homes owned by the council

4. The types of tenancies we issue

- 4.1 We use a range of occupancy agreements including (but not limited to):
- Introductory tenancies
 - Secure tenancies
 - Flexible tenancies (also known as fixed term tenancies)
 - Non secure tenancies
 - Licence agreements.
- 4.2 The preferred tenancies used by the council (excluding offers of temporary accommodation) are secure (lifetime) tenancies, which will follow a 12 month introductory tenancy for most new tenants. In some limited circumstances, as set out below, we may instead use a flexible tenancy (after an introductory tenancy) where this supports specific aims.
- 4.3 All rights and responsibilities are set out in individual occupancy agreements. The terms of the agreements vary according to the type of agreement and when the agreement was granted. Tenants must keep to the terms and conditions of their occupancy agreement, otherwise they could lose their home.
- 4.4 When making an offer of social housing, we grant those who were social housing tenants on or before 1 April 2012, and have remained social housing tenants since that date, a tenancy with no less security where they choose to move to a council social rented home. This is the case whether they move from one of our homes or from a home owned by another local authority landlord or housing association. It does not apply where tenants choose to move to accommodation let on affordable rent terms or those placed in temporary accommodation.
- 4.5 Most tenants of the council will have the long term stability of a secure tenancy following the successful completion of an introductory period. However, where flexible tenancies are used we will take into account the needs of households who are vulnerable when deciding the tenancy type and length to offer (this may depend on restrictions in place due to funding agreements for some homes).

- 4.6 If tenants or prospective tenants are not happy with the length of flexible tenancy offered, they can request a review as set out in Appendix 1. Complaints about the type of tenancy offered will follow our Complaints Policy. We must make sure we let homes quickly and efficiently. Therefore, we will not hold an offer of accommodation during the complaint. We can offer advice and assistance in this circumstance.
- 4.7 We will grant tenants who have been moved into alternative accommodation during any redevelopment or other works a tenancy with no less security of tenure on their return to settled accommodation.
- 4.8 **Introductory tenancies**
- 4.8.1 Introductory tenancies last for 12 months but may be extended for a maximum of a further 6 months. An introductory tenancy is a trial tenancy and during this time, the tenant has less security and fewer rights than under a secure tenancy or flexible tenancy, for example they cannot:
- Make major improvements to the property
 - Take in a lodger
 - Swap their property with another council or housing association tenant (known as a mutual exchange)
 - Apply to buy the property through the Right to Buy scheme.
- 4.8.2 Once the trial period is up, the tenancy becomes a secure tenancy or flexible tenancy, unless we have taken possession action or extended the trial period.
- 4.8.3 New tenants are granted an introductory tenancy unless:
- They have immediately beforehand held a secure tenancy or the housing association equivalent – an assured periodic tenancy
 - They are or have previously been a secure or assured periodic tenant of a social landlord, they fled their previous home to escape domestic abuse and the new tenancy is granted because of domestic abuse towards the tenant or their household
 - When a non-secure tenancy or licence agreement is being issued, as set out in section 4.13.
- 4.8.4 We carry out a review process during the introductory tenancy, including a settling in visit and a review after nine months. We aim to help tenants keep to the terms of their tenancy and sustain their tenancy with us so they can move onto a secure or flexible tenancy at the end of the 12-month term.
- 4.8.5 If a tenant breaks any terms or conditions of their tenancy agreement the council may decide to apply to the court for a possession order. This could ultimately result in the termination of the tenancy and everyone in the home being evicted. Before the council applies to the court, we will serve the tenant with a notice to terminate the tenancy explaining that we

will ask the court to make a possession order and providing details of the tenant's right to request a review of its decision. As long as the council has acted lawfully and followed the correct procedure, the court must order possession of an introductory tenancy where it is asked to do so.

4.8.6 The council may decide to extend the introductory tenancy trial period for a further period of up to six months. We will serve a notice of extension no less than 8 weeks before the end of the probationary period giving the reasons for its decision to extend and the time allowed for requesting that review. The notice will provide details of the tenant's right to request a review of its decision. If a review is requested, the tenant must be notified of the review decision before the original 12 month expiry date. If the notice of extension is not withdrawn, following review, the introductory tenancy is extended for a further period of up to six months from the end of the initial 12 month period.

4.8.7 Where a need for additional support is identified we will refer the tenant to relevant support services and agencies to help them sustain their tenancy.

4.9 **Secure tenancies (also known as lifetime tenancies)**

4.9.1 Secure tenancies are regulated by the Housing Act 1985 and are sometimes referred to as 'lifetime' tenancies as providing the tenant does not breach the tenancy conditions, they will usually be able to stay in their home for the rest of their life.

4.9.2 The council will use secure tenancies for offers of social housing for:

- New tenants to the council who have immediately beforehand held a secure tenancy or the housing association equivalent – an assured periodic tenancy
- Existing tenants of the council who have immediately beforehand held a secure tenancy
- Tenants who are or have previously been a secure or fully assured tenant of a social landlord, that fled the home to escape domestic abuse and the new tenancy is granted because of domestic abuse towards the tenant or their household
- Tenants who have successfully completed their introductory tenancy period (unless they were informed before signing their introductory tenancy that it will become a flexible tenancy).

4.9.3 A secure tenancy will not be issued when someone is being provided temporary accommodation as set out in section 4.13 below.

4.10 **Flexible tenancies**

4.10.1 A flexible tenancy is a type of secure council tenancy that should be granted for a minimum term of five years, except in exceptional circumstances when a flexible tenancy can be granted for a minimum of two years.

4.10.2 The council will only use flexible tenancies in the following circumstances:

- The council may offer 5 year flexible tenancies for a small quota of one bedroom properties or bedsits which might otherwise be difficult to let. These will be reserved for allocation to economically active single people/couples. The aim will be to provide a step onto the housing ladder for lower income households and these tenants will be supported in saving for a deposit to purchase their own home or rent privately. For the purposes of this policy the term “economically active” is defined as where at least one household member is currently in paid employment for 16 hours a week or more, and has been in employment for any nine out of the last twelve months. This tenancy will follow a 12 month introductory tenancy.
- The council may offer homes allocated under the council’s Refugee Housing Scheme an introductory tenancy followed by a 2 year flexible tenancy. This tenancy model has been implemented to meet the funding conditions required by the Greater London Authority which allowed the council to acquire these homes.

4.10.3 A prospective flexible tenant can request a review of the length of the fixed term offered if they believe it does not reflect what we have set out in this policy.

4.10.4 The request for review must be made in writing and within 21 days of the offer of the tenancy. Regulations set out the procedure to be followed on review and this is set out in Appendix 1.

4.10.5 A decision will be made no less than six months before the end of the tenancy whether to reissue the tenancy or not. It should be noted that if the council does nothing at the end of a flexible tenancy or fails to notify the tenant what will happen on expiry of their flexible term tenancy at least six months before it ends, the tenancy will automatically default to a lifetime secure tenancy. Our Flexible Tenancies Review Policy sets out:

- The circumstances in which the council may or may not grant another tenancy on the expiry of the fixed term, in the same or another property
- The way in which a tenant may appeal against a decision not to grant another tenancy on the expiry of the fixed term or about the length of fixed term tenancy offered
- The advice and assistance that will be given to tenants on finding alternative accommodation in the event that a decision is taken not to grant another tenancy.

4.11 **Demoted tenancies**

4.11.1 The council can use demoted tenancies as one of the ways that it tackles anti-social or nuisance behaviour. A demoted tenancy is a tenancy created by order of a court. The tenants secure or flexible tenancy is replaced with a less secure ‘demoted’ tenancy, by a demotion order from the court. A demoted tenancy remains demoted for 12 months before

becoming secure again unless the council applies for possession during that time (where the original tenancy was a flexible tenancy it will become a flexible tenancy again).

- 4.11.2 During the demotion period the tenancy will be monitored and if deemed to have been conducted satisfactorily and the council has not served a notice to seek possession of the property, the tenancy will automatically revert to a secure or flexible tenancy after twelve months.
- 4.11.3 During the demotion period, the council may decide to end the tenancy if any tenancy conditions are breached, in the same way as they would end an introductory tenancy during its initial term.
- 4.11.4 The demoted tenant has the right to ask for a review of the council's decision to end their tenancy; however if the council serves a notice to end the tenancy the tenant must request a review within 14 days otherwise they will lose their right to a review.

4.12 **Housing minors**

- 4.12.1 In some circumstances, we may need to consider issuing a tenancy for a young person aged under 18 (a 'minor'). In these circumstances, where possible, we will seek to grant the tenancy to a third party on trust for the minor. The minor has a beneficial interest, which means they have the right to live in the property. The trustee holds the legal title to the tenancy. The trustee could be an adult relative or friend or a social worker and is in effect a caretaker of the tenancy. The trustee is responsible for ensuring the rent is paid but is not liable to pay the rent out of their own resources unless they give a personal guarantee to do so. The council or members of our staff, with the exception of a social worker, cannot act as a trustee.
- 4.12.2 If it is not possible to identify a trustee or someone to enter into a joint tenancy with the minor, we may grant a licence agreement, which gives permission to occupy premises. This will be a secure licence, which has the same security as a secure tenancy. A secure introductory tenancy will then be granted to the minor when they turn 18.

4.13 **Non-secure tenancies and licence agreements**

- 4.13.1 There are some situations when the council can make available accommodation for people outside the normal framework of introductory, secure, flexible and demoted tenancies.
- 4.13.2 The council will use a non-secure tenancy when using our housing stock to provide temporary accommodation as part of any of our functions under Part 7 of the Housing Act 1996 when delivering services to households who are homeless.
- 4.13.3 Occasionally, for safety reasons, the council may offer an existing tenant the use of another council property on a temporary basis. Examples of when this may apply are:

- When major works need to be carried out to the property and it is unsafe for the household to remain in the home during the works
 - When the household is at risk, such as in high risk anti-social behaviour or domestic abuse cases.
- 4.13.4 In these circumstances the tenant will be required to sign a licence to occupy the temporary home and an undertaking that they will return to their original home when it is safe to do so.
- 4.14 **Supporting victims and survivors of domestic abuse**
- 4.14.1 The Domestic Abuse Act 2021 places a duty on local authorities to maintain a victim/survivor's social housing status.
- 4.14.2 If we offer a tenancy to someone who has experienced domestic abuse and previously rented a home under a lifetime social tenancy, we will offer a secure tenancy as long as the reasons for offering the tenancy are related to domestic abuse. (A lifetime social tenancy includes secure tenancies granted by local authorities and fully assured tenancies granted by housing associations. It does not include flexible or assured shorthold tenancies).
- 4.14.3 Please refer to our Housing Domestic Abuse Policy for further information about how the council responds to domestic abuse.

Part 2 of this policy applies to introductory, secure and flexible tenancies only

5. Requests to change from a sole to a joint tenancy

- 5.1 When making initial offers of accommodation the council may decide to create either a sole or joint tenancy as set out in our Allocation Scheme.
- 5.2 If an existing sole secure tenant wishes to have their partner added to the tenancy, they can request that a new joint tenancy is created. There is no legal obligation on the council to grant joint tenancies, but it is our policy to consider requests where the conditions set out below have been met. It is entirely at the council's discretion whether to agree to a change from a sole to a joint tenancy.¹ However, if consent is not given, a letter explaining the reasons for this will be sent to the tenant.
- 5.3 We will consider applications for a joint tenancy for a maximum of two people who:
- are married or in a civil partnership and can provide evidence that they have lived together for at least 12 months

¹ This supersedes the position set out in the Housing Allocation Scheme which will be updated when next reviewed.

- are cohabiting and can provide evidence that they have lived together for at least 3 years.
- 5.4 We will not consider applications for other family or household members.
- 5.5 We will also suggest that the sole tenant get independent advice regarding the implications of changing to a joint tenancy.
- 5.6 It is entirely at the council's discretion whether to agree to a change from a sole to a joint tenancy, however applications will usually be refused if:
- The current tenant is subject of any legal action relating to the property
 - The current tenant or proposed joint tenant owes rent arrears or has other housing related debts with the council
 - The tenancy has been demoted
 - The current tenant is under investigation for any breach of tenancy
 - The proposed joint tenant is named on another tenancy or has a legal interest in another property
 - We have concerns about potential domestic abuse in the household
 - The proposed joint applicant is not eligible for an allocation of housing under Part 6 of the Housing Act 1996 due to the immigration rules.
 - The proposed joint tenant was previously a tenant of the council and was evicted due to a tenancy breach
 - The tenancy is for an independent living property for older people and the proposed joint tenant does not meet the age or any other criteria set out in the Housing Allocation Scheme for this type of housing
 - We believe the implications of entering into a joint tenancy are not fully understood by both parties.
- 5.7 For tenants with a flexible or introductory tenancy, we will only consider applications at the end of the tenancy term.
- 5.8 Authority is delegated to Tenancy Service Manager (or a more senior officer in their absence) to authorise this change.

6. Relationship breakdown and requests to change from a joint to a sole tenancy

- 6.1 Just because one joint tenant has gone away or does not live at the home anymore it does not mean that their tenancy has ended. A tenancy agreement continues until it is legally ended by the tenant(s) or by us. Both tenants will remain 'jointly and severally liable' for the tenancy, even when one tenant has left the home. This means that the tenant who has left the home will still be responsible for any rent charges after they have left.

- 6.2 If the whereabouts of the tenant that has left the property is known, the remaining tenant should apply for the tenancy to be transferred through the court where there are legal options available to them to do so. If both parties are in agreement about who should remain living in the home, we may consider an application for a new replacement sole tenancy to be granted. This decision is solely at the discretion of the council.
- 6.3 Where the joint tenants are married or in a civil partnership and the relationship breaks down, they will usually need to request that the family court transfers the tenancy as part of divorce, dissolution or family law proceedings.
- 6.4 When one of the joint tenants moves out of the home and their whereabouts is not known, the remaining tenant should notify the council and if, after 24 months, both joint tenants have been unable to resolve their tenancy situation and the absent tenant is not contactable, the remaining tenant can apply to the council for a new replacement sole tenancy to be granted.²
- 6.5 The council will seek evidence that the absent tenant has permanently left, and where we are able to make contact with absent tenant, we will write to them giving 28 days' notice to object.
- 6.6 The decision of whether to grant a new sole tenancy to a remaining joint tenant is at the discretion of the council. Applications will usually be refused if:
- There has been an application to transfer the tenancy via assignment or court order
 - There are outstanding breaches against the tenancy (this will not apply where the absent tenant was sole cause of antisocial behaviour)
 - There are outstanding rent arrears
 - The home is specifically adapted for the absent tenant (in this case an alternative home may be offered)
 - There is evidence that both parties are not in agreement about who should remain in the home
 - The tenancy is a flexible tenancy (changes can be considered at the end of the fixed term when tenancy renewal is being considered).
- 6.7 Where the request is granted, the remaining tenant will be asked to serve a notice to quit. The council will then issue a replacement tenancy.
- 6.8 Authority is delegated to Tenancy Service Manager (or a more senior officer in their absence) to authorise this change.
- 6.9 **Home rights when married or in a civil partnership**

² This supersedes the position set out in the Housing Allocation Scheme which will be updated when next reviewed.

- 6.9.1 Where a couple are married or in a civil partnership and the property is in one name only, both partners have legal rights to occupy the matrimonial home regardless of who is the tenant or licensee. A spouse or civil partner exercising a home right as set out in Family Law Act 1996, is entitled to pay rent. Any payment or offer of payment is as good as if made by the tenant and the non tenant spouse/civil partner occupies the home as if they were the tenant.

7. Succession

- 7.1 Some people have a right to succeed to a tenancy when a tenant dies. Details of succession rights and our policy on granting discretionary succession rights is set out in our Housing Allocation Scheme.

8. Assignment

- 8.1 Assignment means legally transferring a tenancy from one person to another. It is the continuation of the previous tenancy, not a new tenancy. Our secure and flexible tenants, have the right to transfer (assign) their tenancy in the following circumstances only:

- By way of a mutual exchange
- Under instruction of a court order in family court proceedings
- To a potential successor.

- 8.2 More detail about each of these rights is set out below.

- 8.3 When a flexible tenant assigns their tenancy the fixed term continues.

- 8.4 An introductory tenant can only assign under family law proceedings or to a potential successor.

- 8.5 A demoted tenant can only assign under family law proceedings.

- 8.6 The council does not have any discretion to consent to an assignment in any other circumstances. An unauthorised assignment that does not comply with the law, as set out in this policy, has no legal effect.

8.7 Assigning a tenancy through mutual exchange

- 8.7.1 A mutual exchange is where one or more social housing tenant(s) legally swaps their tenancy, and home, with another social housing tenant.

- 8.7.2 Any of the following tenancies can be swapped with the other: secure council tenancy, flexible council tenancy, fully assured housing association tenancy, secure housing association tenancy, and assured shorthold tenancy (AST) with a housing association if it's a fixed term AST of at least 2 years.

8.7.3 We grant incoming residents who were social housing tenants on or before 1 April 2012, and have remained social housing tenants since that date, a tenancy with no less security when they complete a mutual exchange to move to one of our homes. Where this protection applies the mutual exchange will be completed by way of surrender and re-grant instead of assignment. This means that the tenant will surrender their existing tenancy and be granted the new appropriate tenancy. This protection will not apply where the property is let on Affordable Rent terms.

8.7.4 More information is available in our Mutual Exchange Policy.

8.8 **Assignment under instruction of a court order**

8.8.1 A tenancy can be assigned when a court makes a property adjustment order, ordering that a sole or joint tenancy be transferred to one party in matrimonial proceedings under:

- sections 23A or 24 of the Matrimonial Causes Act 1973
- section 17(1) of the Matrimonial and Family Proceedings Act 1984
- paragraph 1, Schedule 1 to the Children Act 1989.

8.8.2 As set out in their tenancy agreement, a tenant needs to ask for our consent to assign their tenancy.

8.8.3 The courts also have powers to transfer tenancies under the Family Law Act 1996, however this transfer does not take effect by way of assignment. The council will be served with notice of any application to transfer a tenancy and given the opportunity to make representations during the course of the proceedings.

8.9 **Assignment to a potential successor**

8.9.1 Some people have a right to succeed to a tenancy when the tenant dies. For example, their spouse or another family member. A tenant may be able to assign the tenancy to a member of the household who would be qualified to succeed the tenancy if the tenant died. Appendix 2 sets out details of the members of the household who may qualify.

8.9.2 The tenant wishing to assign must not themselves be a statutory successor, or have become a sole tenant upon the death of a joint tenant, or have become a tenant by the assignment (to a potential successor).

8.9.3 The assignment must happen while the original tenant, their spouse or civil partner is occupying the property as their only or principal home. Otherwise the tenancy loses its security of tenure if the tenant moves out before the assignment.

8.9.4 A joint tenant cannot assign to a potential successor.

8.9.5 An assignment to a potential successor counts as a succession. There can usually be no further succession when the new tenant dies.

- 8.9.6 As set out in their tenancy agreement, a tenant needs to ask for our consent to assign their tenancy.

9. Sustaining tenancies, supporting vulnerable tenants and preventing unnecessary evictions

- 9.1 We want tenants to maintain their tenancies successfully and prevent unnecessary evictions. We offer appropriate advice and support to help tenants meet the conditions of their occupancy agreements and remain in their homes. We may provide tenancy sustainment services directly or through referral to another specialist agency.
- 9.2 In deciding on appropriate forms of tenure and offers of housing, we take into account the needs of households who are vulnerable. New tenants are advised at the outset of what is expected of them throughout their tenancy and early visits are carried out to ensure they have settled into their new home and to provide more detailed information on available services.
- 9.3 We recognise that tenants can become vulnerable at any point in their tenancy for several reasons, as set out in our Vulnerability Policy. Frontline staff and contractors are trained in identifying and supporting vulnerable tenants by prioritising early interventions and being empathetic in their actions when delivering services.
- 9.4 Our Community Independent Living Officers provide a floating housing support and tenancy sustainment service.
- 9.5 We work in partnership with the third sector and provide funding to services to ensure our tenants at risk of losing their homes due to rent arrears can access independent advice.
- 9.6 We hold pre-eviction panels for tenants with rent arrears who are at risk of eviction. The tenant is invited to attend the panel and there are representatives from a range of council agencies to offer advice and support.
- 9.7 We evict tenants as a last resort, only when we have exhausted all options to tackle breaches of the tenancy unless the breach is so significant that other options are not viable. Even once possession is being pursued, support will continue to be offered. Throughout any possession proceedings tenants are clearly advised of the seriousness of the situation and of their legal rights.

10. Tenants ending a tenancy

10.1 Introductory and secure tenancies

- 10.1.1 To end a tenancy a tenant must give the council at least four weeks' written notice (called 'notice to quit'). This four weeks' written notice must

end on a Monday. A valid notice to quit served by only one joint tenant ends the tenancy for all joint tenants

- 10.1.2 Only a legal tenant can bring the tenancy to an end, unless a person has a power of attorney in place to deal with property matters, then they are also able to give us with 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 Court of Protection. 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.
- 10.1.3 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 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 Public Trustee.
- 10.1.4 Rent will continue to be charged until the tenancy can be legally brought to an end.

10.2 **Flexible tenancies**

- 10.2.1 A flexible tenant can terminate their tenancy by giving four weeks' written notice ending on a Monday.

11. **The council ending a tenancy**

- 11.1 If a tenant has breached the terms of their tenancy, we may take action to end the tenancy in accordance with relevant legislation, giving the tenant the appropriate statutory notice. This means that we will write to the tenant to say that the tenancy is being ended and explain the reasons for this. It may be necessary for us to go to court to gain a court order to end a tenancy and evict a tenant.
- 11.2 If tenancy breaches are identified, we will work with the tenant to assess what might be causing the breaches, and provide relevant information, advice and support.
- 11.3 Eviction is always a last resort, taken after efforts to help tenants to sustain their tenancy have failed and the tenant is persistently committing serious breaches of their tenancy (unless the breach is so significant that other options are not viable). This may include, but is not limited to, the following breaches of tenancy:
- committing violence or making threats of violence (including domestic violence)
 - perpetrating racial harassment or other hate crime
 - committing repeat acts of vandalism or serious damage to council property
 - using the property for illegal or immoral purposes

- having substantial rent and or service charge arrears
 - committing housing fraud.
- 11.4 Our Flexible Tenancies Review Policy sets out the circumstances in which the council may or may not grant another tenancy on the expiry of the fixed term, in the same or another property, and the advice and assistance that will be given to tenants on finding alternative accommodation.

12. Tenancy fraud

- 12.1 Tenancy fraud occurs when a property is occupied by someone not legally entitled to live there or where the tenancy has been obtained fraudulently. We must ensure our homes are occupied by people with genuine housing need. With the shortage of social housing it is important we manage the risk of tenancy fraud effectively.
- 12.2 We treat tenancy fraud seriously and have a zero tolerance approach. We are committed to ensuring our homes are occupied by the people they were lawfully let to and protected for use by people with genuine housing need.
- 12.3 We consider tenancy fraud to include (but may not be limited to):
- Sub-letting the whole property (whether for profit or not)
 - Not residing in the property as their only or principal home
 - Misrepresentation by a resident (or a person on their behalf even if the resident doesn't know) which results in the offer/assignment and acceptance of a property
 - Selling the keys to a property
 - False applications to succeed to a tenancy following the death of the tenant
 - False applications to become a shared owner
 - Applications for a person to become a joint tenant that contain false information
 - Making an application for Right to Buy with false and/or misleading information.
- 12.4 We work in partnership with the council's Corporate Anti-Fraud Team and if we have evidence of tenancy fraud we will take the most appropriate action considering the type and extent of fraud including:
- Conducting an investigation, including visiting unannounced
 - Seeking possession of the property through the courts, unless the property has been abandoned in which case we may take back possession without going to court
 - Seek to prosecute through the courts

- Recovering any profits made from sub-letting the home.

12.5 The Prevention of Social Housing Fraud Act 2013 makes sub-letting a social housing property illegal. If a tenant is sub-letting they may be prosecuted. If convicted they may be:

- Required to pay any profits made from the fraud
- Fined an unlimited amount
- Sentenced to up to two years in prison.

13. Abandoned properties

13.1 We recognise that tenants may be away from their homes for an extended period for several reasons. If the tenant is going to be away from their home and not return for six weeks or more, they must do the following before they leave:

- Inform us they will be away from home
- Make their home safe and secure for the time they are away
- Provide emergency contact details
- Inform us of arrangements they have made to pay the rent.

13.2 Where we believe that the tenant may have abandoned the property (including anonymous notification) we will carry out investigations and try to locate the tenant. Where we are unable to do this, we will serve a notice to quit and take possession of the home in accordance with our abandonment procedure.

14. Exceptional circumstances

14.1 There may be limited circumstances when the Director of Housing Management or duly delegated persons, may exercise discretion in relation to the Tenancy Policy due to exceptional circumstances, and will do this by taking into account all the relevant circumstances including the demand for and supply of accommodation and the general housing circumstances within the London Borough of Waltham Forest.

15. Key legal and regulatory references

15.1 The council will ensure that tenancies are issued and managed in accordance with legislation, including (but not limited to) the following:

- The Housing Act 1985, 1988, 1996 as amended
- The Landlord and Tenant Act 1985
- Protection from Eviction Act 1977
- The Localism Act 2011

- Domestic Abuse Act 2021
- Regulator of Social Housing's Tenancy Standard.

16. Monitoring and review

- 16.1 The Housing Senior Leadership Team will monitor the effectiveness of this policy and key performance indicators including:
- Number of evictions
 - Number of tenancy audits completed against an annual target
 - Number of properties recovered where there is an allegation of tenancy fraud.
- 16.2 This policy will be reviewed every three years or on the introduction of new legislation or best practice guidelines.

17. Appendix 1 - Requests to review the length of a flexible tenancy

- 17.1 A prospective flexible tenant can request a review of the length of the fixed term offered if they believe it does not reflect what we have set out in this policy about the length of the flexible tenancies we will grant.
- 17.2 The request for review must be made in writing and within 21 days of the offer of the tenancy. The Flexible Tenancies (Review Procedures) Regulations 2012 SI 2012/695 sets out the requirements for requesting a review and the written application must include:
- The applicant's name and address
 - A description of the original decision that the applicant is asking to be reviewed including the date on which the decision was made
 - A statement of the reasons why, in the applicant's opinion, the length of the tenancy does not accord with the council's policy as to the length of the flexible tenancies we grant
 - A statement confirming whether or not the applicant does or does not require that the review be conducted by way of an oral hearing
 - A statement confirming whether or not the applicant agrees to receiving communications relating to the review by email, and if they do, the email to which these communications should be sent.
- 17.3 The review will be undertaken in accordance with the Flexible Tenancies (Review Procedures) Regulations 2012.

18. **Appendix 2 - Assignment to a potential statutory successor (secure and introductory tenants)**

- 18.1 As set out in section 8.9, some people have a right to succeed to a tenancy when the tenant dies. For example, their spouse or another family member. A tenant may be able to assign the tenancy to a member of the household who would be qualified to succeed the tenancy if the tenant died.
- 18.2 The rules about who can succeed depend on the type of tenancy and the date the tenancy started.

Secure tenancy began on or after 1 April 2012	Secure tenancy began before 1 April 2012 or introductory tenancy
<p>Succession rights are limited to the deceased tenant's:</p> <ul style="list-style-type: none">• Spouse or civil partner• Cohabitee (cohabitees are couples who live together as if they are married or civil partners). <p>The home must be their only or main home.</p> <p>Other family members do not have legal succession rights.</p>	<p>The following household members may have succession rights:</p> <ul style="list-style-type: none">• The tenant's spouse or civil partner. The home must be their only or main home.• If there is no spouse or civil partner, then an eligible family member of the tenant's family who was living at the property as their main or only home at the time of the death and had been living with the tenant for the 12 months prior to their death. <p>The rules on who qualifies as a family member are set out by law and include:</p> <ul style="list-style-type: none">• Cohabitee (cohabitees are couples who live together as if they are married or civil partners)• Parent or child• Brother or sister• Grandparent or grandchild• Aunt or uncle• Niece or nephew. <p>Step-relations, half-relation and in-laws also count, however foster children are not included in the legal definition in relation to who can succeed.</p>

	Only one person can succeed to a tenancy. A spouse or civil partner takes priority over other family members.
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