

Broadway Living RP

Ending a Tenancy Policy

1. Policy scope

- 1.1 This policy outlines the circumstances in which we will intervene to sustain or terminate a tenancy as well as how to manage the ending of a tenancy where the resident has given us notice.

2. Purpose

- 2.1 To ensure we sustain tenancies as far as possible and take the required steps to re-possess a property where this is necessary as well as meeting legal and regulatory standards.
- 2.2 To ensure that residents who are at risk of, or who are to be evicted, are provided with a full explanation of the reasons why we are requiring them to leave their home and provide information regarding independent sources of advice.

3. Background

- 3.1 The Regulator of Social Housing (ROSH) Tenancy Standard requires Registered Providers to publish clear and accessible policies which outline the following:
- the circumstances in which they may or may not grant another tenancy on the expiry of the fixed term, in the same property or in a different property
 - the way in which a tenant or prospective tenant may appeal against a decision not to grant another tenancy on the expiry of the fixed term
 - their approach to tenancy management, including interventions to sustain tenancies and prevent unnecessary evictions, and tackling tenancy fraud, and set out the advice and assistance they will give to tenants on finding alternative accommodation in the event that they decide not to grant another tenancy
 - where registered providers use probationary tenancies, these shall be for a maximum of 12 months, or a maximum of 18 months where reasons for extending the probationary period have been given and where the tenant has the opportunity to request a review
 - registered providers shall make sure that the home continues to be occupied by the tenant they let the home to in accordance with the requirements of the relevant tenancy agreement, for the duration of the tenancy, allowing for regulatory requirements about participation in mutual exchange schemes.
 - registered providers shall develop and provide services that will support tenants to maintain their tenancy and prevent unnecessary evictions

4. Breaches of agreement

- 4.1 We will take steps to prevent and manage tenancy breaches quickly and effectively, taking a multi-agency approach where necessary, based on the principles of prevention, support, intervention and enforcement. We will always view possession and eviction as a last resort.

5. Sustaining a tenancy

- 5.1 Where a tenancy is not being properly maintained, due to escalating concerns or an actual breach, steps will be taken to determine the cause and any support requirements of the resident alongside any safeguarding issues.
- 5.2 Where concerns are identified for example drug or alcohol abuse, poor mental health or domestic violence, we will refer the resident to the appropriate agency and work in partnership with public authorities and voluntary agencies to help turn the situation around. The resident will also be made aware of the consequences of failing to co-operate and the risk of eviction.
- 5.3 Where rent arrears are threatening the sustainability of the tenancy, referral will be made to free independent debt advice and welfare benefits advice to maximise income. We will also endeavour to ensure residents can afford to live in the property by completing an affordability assessment at the point of letting.
- 5.4 Free mediation services will also be made available to residents at risk of sustaining their tenancy due to neighbourhood disputes. Action will also be taken against perpetrators of anti-social behaviour (ASB) in line with the ASB policy.

6. Ending a starter tenancy

- 6.1 Tenants new to social housing will be offered an Assured Shorthold Tenancy for the first 12 months (extendable by a further 6 months) which then converts to a full assured tenancy. The Tenancy Policy sets out the situation in which the starter tenancy can be terminated by Broadway Living RP as follows:
- 6.2 The tenancy can be terminated at any period during the first 18 months of occupancy in the following circumstances:
- rent arrears of more than 12 weeks
 - failure to occupy the property as the main or principal home
 - serious anti-social behaviour
 - other breaches of tenancy as set out in the tenancy agreement
- 6.3 A tenant can appeal this decision and this process is set out in the Tenancy Policy. Broadway Living RP will follow the standard legal approach for terminating an assured shorthold tenancy including the serving of a notice pursuant to section 21 of the Housing Act 1988. A decision to terminate a starter tenancy must be signed off by a senior manager.

7. Ending an assured tenancy

- 7.1 Every effort must be exhausted before escalating a case for re-possession beyond the service of a Notice Seeking Possession. The route for escalation will vary depending on the grounds for possession being used, but in all cases, action will fall within the relevant policy for example rent arrears, anti-social behaviour etc.
- 7.2 Suspended possession orders will be sought alongside outright possession dependent on the situation. We will use mandatory possession routes for irremediable breaches of agreements and where the resident shows no intent or commitment to remedying the breach as well as where a tenancy has abandoned or sub-let the whole of a property. We will ensure the proper execution of the legal process at all times.
- 7.3 On the death of a tenant, we will deal with any succession claim in line with the succession policy. Steps will be taken to re-possess the property where no claim exists and occupants will be given advice on options for re-housing.
- 7.4 Should we decide to end a tenancy we will ensure that the resident is given reasonable advice in relation to finding alternative accommodation including signposting to support agencies and their local authority.

8. Tenancy fraud and unlawful occupiers or squatters

- 8.1 Broadway Living RP and its agents reserve the right to undertake checks on occupancy and subletting.
- 8.2 Unlawful occupation of a Broadway Living RP property is not permitted and we will seek possession of the property through the County Court. The unlawful occupier will be liable for use and occupation charges along with our costs of legal proceedings. With the assistance of the relevant local authority we may also seek to prosecute any tenant that is subletting their property and apply for an unlawful profit order.
- 8.3 Where a squatter is identified we will rely upon the assistance from the police for their removal from the property.

9. Costs

- 9.1 We aim to recover costs associated with an eviction including rent debt, reinstatement work to a property and costs incurred in pursuing the action from the outgoing resident. We will not pursue the recovery of court costs where a resident is being evicted due to a landlord of Broadway Living RP requiring possession of the property.

10. Tenants ending tenancy

- 10.1 If a tenant wishes to end their tenancy, they will need to do so by serving a Notice to Quit on Broadway Living RP. A notice to quit must end on the last date of a period of the tenancy while also giving not less than 4 weeks' notice. However, Broadway Living RP can accept a notice with a shorter notice period unless notice is only given by one of joint tenants.
- 10.2 A joint tenancy agreement can be brought to an end by just one of the joint tenants serving a Notice to Quit on Broadway Living RP. This must give the

requisite notice period. Where a joint tenancy is brought to an end by one of the joint tenants and the other joint tenant remains in the property then Broadway Living RP will review the case to decide whether it's appropriate to grant the remaining tenant a new tenancy or to seek possession.

- 10.3 The tenancy can be surrendered by the tenant so long as the surrender is accepted by Broadway Living RP. A surrender of a tenancy can be achieved by way of the tenant and Broadway Living RP completing a deed of surrender. A surrender can also be achieved by the tenant handing back the keys to Broadway Living RP and Broadway Living RP accepting the surrender. Broadway Living RP will consider the circumstances of each case in deciding whether or not to accept the surrender of a tenancy.

11. Review

- 11.1 This Policy will be reviewed as necessary and formally on a five yearly basis.

Check	Date completed	By whom
Risk map	21/3/21	John Baldwin
Regulatory compliance	21/4/21	Devonshires
Equalities Impact Assessment	21/3/21	John Baldwin

Date policy approved: May 2021

Date policy due to be reviewed: May 2026