

CROYDON COUNCIL HOUSING

Tenant Management Policy

This Tenant Management policy outlines Croydon Council's approach to the management of its tenancies.

It outlines the responsibilities of both Croydon Council, its employees and residents who live in Council-owned properties.

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1. Purpose

- 1.1 The Tenancy Management Policy sets out how Croydon Council grants new tenancies, and the type of tenancies offered. It reflects our responsibilities, and how tenancies will be managed in Croydon-owned properties from the point at which a tenancy is granted, through to the point at which it ends.
- 1.2 The policy focuses on managing a tenancy to ensure residents are aware of their responsibilities and rights. It intends to inform both residents and staff to ensure a reliable and reasonable service is provided.
- 1.3 This Policy supports the Council's commitment to championing equalities and ensuring procedures are in place, so all residents are treated fairly and without discrimination in line with the Equality Act 2010

2. Statement of Intent

- 2.1 The Tenancy Management Policy sets out Croydon Council's approach to providing.
 - A service which reflects our responsibilities and good practice
 - How Croydon Council will issue tenancies to social homes it owns and manages

3. Scope

- 3.1 This policy applies to existing tenancies and sets out the approach to issuing new secure tenancies by the Council to its residential housing stock as well as how Croydon Council will manage tenancy changes.

The changes covered by this Policy are as follows:

- Ending a sole tenancy
 - Creating a joint tenancy
 - Ending a joint tenancy
 - Succession
 - Assignment (where an existing tenancy is passed by the tenant to another individual)
- 3.2 This policy does not cover tenancies issued by Registered Providers of Social Housing, mutual exchanges, any agreements related to temporary accommodation or supported accommodation, temporary decants, and Council management transfers.
 - 3.4 This policy should be read in conjunction with other policies, detailed below:
 - Housing Strategy
 - Tenancy Strategy
 - Allocation Scheme
 - Tenant Management Transfer Policy
 - Emergency Tenant Decant Policy
 - Anti-Social Behaviour Policy
 - Domestic Abuse Policy
 - Rent Arrears and Income Collection Policy

- Rechargeable Repairs Policy

4. Legal Framework

4.1. The following legislation and standards apply to this procedure.

Legislation

- The Housing Act 1985, 1988 & 1996
- The Localism Act 2011
- The Housing and Planning Act 2016
- The Landlord and Tenant Act 1985
- 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
- Domestic Abuse Bill 2020
- Home Standard 2015
- Tenancy Standard 2015
- Neighbourhood and Community Standard 2015
- Fitness for Human Habitation Act 2018

5. Tenancy Types

5.1. The following tenancy types are offered by Croydon Council

5.2. **Secure Tenancy**

A Secure tenancy is a lifetime tenancy, meaning it cannot expire and can only be brought to an end if the tenant breaches their tenancy conditions or in circumstances specified in the Housing Act 1985.

5.3. Secure tenants can:

- Exchange homes with another tenant via mutual exchange
- Exercise the Right to Buy their home (subject to relevant properties and qualifying periods). This does not apply to Sheltered or Tied Accommodation
- Make improvements or alterations to their home (subject to receiving written permission)
- Have lodgers or sublet part of their home (subject to receiving written permission). A tenant who resides in Sheltered Accommodation is not permitted to take in a lodger or sublet any part of their home.

6. Creating a Tenancy

- 6.1. Croydon Council offers both sole and joint tenancies to new households moving into a new Council home, subject to eligibility. The applicant/household should determine which tenancy to apply for.

7. Household Changes

- 7.1. It is the tenant's responsibility to inform Croydon Council should there be changes to their household. Changes include persons moving in, persons leaving the property, and changes to one's marital status or the number of children in the household. This should also include changes to contact details or vulnerabilities. The Council should be notified of a change to a household by filling out an online form, [found here](#). This form will come directly to the Tenancy Services mailbox. Alternatively, residents can send a letter to the Council or email their Tenancy Officer directly.
- 7.2. The Council accepts the following documents as evidence for residents who change their name and are required to provide evidence before an update to the tenancy agreement can take place:
- Passport or Driving Licence
 - Confirmation from the High Court if the change is via Deed Poll
 - Certificate of marriage, civil partnership, or divorce/dissolution
- 7.3. A tenant is not permitted to move person (s) into their property if this will subsequently cause overcrowding in their home.

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, including 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 resident 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. This tenancy will be offered by the Council 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. **Each tenant is responsible for the conduct of the tenancy, if one tenant breaches the tenancy, the other will also be held responsible.**
- 8.3. You will need to provide proof of marriage or civil partnership to apply for a joint tenancy.

- 8.4. Joint tenancies will be offered by the Council to couples who can provide evidence that they have been cohabiting for at least 12 months prior to their application. Joint tenants will have equal rights to the tenancy. This needs to be reworded, speak to Hamid, to confirm how joint tenancies are determined at the point of assessment/ allocation.

9. Tenancy Changes

9.1. Succession

9.1.1. When a tenant dies the tenancy can sometimes be passed on to another member of the family. This is known as succession. There are different succession rights in law for different types of tenancies and this is known as statutory succession. Where there is no legal right to succession in some cases a succession may still be granted. This is known as discretionary,

9.1.2. For tenancies that began before 1st April 2012, the law allows for one statutory succession to either: the

- Deceased tenant's spouse or civil partner, provided they were residing with the deceased tenant at the time of their death as their only or principal home or
- If no spouse or civil partner is residing with the tenant, then the tenancy may vest in a member of the deceased tenant's family who had been residing with the deceased tenant for twelve months before the tenant's death as their only or principal home.
- The tenancy is automatically passed to the surviving joint resident/s when a joint resident dies, regardless of their relationship. This is named survivorship and counts as one succession. There can be no further statutory succession.
- The statutory right to succession applies provided the deceased tenant was not himself/herself a successor. A tenant who became a sole tenant from a joint tenancy is deemed to be a successor.

9.1.3. In the instance that a deceased resident is not classed as a successor, their tenancy can be passed on to a member of their family in certain circumstances.

9.1.4. Family members are defined as:

- spouses
- civil partners
- parents
- grandparents
- children
- grandchildren
- siblings
- uncles
- aunts' nephews and nieces.

- 9.1.5. The law does not allow for joint succession, so if there are several potential joint successors, they need to choose who will take over the tenancy. If they cannot choose, a management decision can be made. Where the successor is not a spouse or civil partner but is a qualifying member of the family, and the property is too large for them, they can be granted the secure tenancy of a smaller property that is more appropriate for their housing needs.
- 9.1.6. For tenants whose tenancies began before 1 April 2012 a member of the tenant's close family can automatically succeed to the tenancy, but for tenants whose tenancies began on or after 1 April 2012 only their spouse or civil partner is automatically entitled to succeed to the tenancy. Where one or more relatives may qualify to succeed, only one may do so.
- 9.1.7. To succeed in the tenancy, the person entitled to succeed must have been living at the property as their only or principal home at the time the tenant died. The person that succeeds to the tenancy is known as a "successor resident". When the successor resident dies there is no further statutory right for a member of their family to succeed to the tenancy.
- 9.1.8. Statutory succession overrides any other claims to the tenancy (e.g., under the deceased tenant's Will)
- 9.1.9. If there is more than one person qualified to succeed, the resident's spouse or civil partner will have priority. Family members must agree between themselves which one is to be the successor if there are two or more family members entitled to succeed. If they cannot decide, a management decision will be made as to whom the tenancy should pass to.
- 9.1.10. If a person succeeds to a tenancy, they will be granted a continuation of the existing tenancy, not a new one.
- 9.1.11. In circumstances where a property may be more suitable to other individuals rather than a successor, such as if it is being significantly under-occupied or the property is adapted for a disabled person, we may look to rehouse the successor to a more suitable property.
- 9.1.12. In this instance, a successor would be considered for a direct let. If the successor fails to move voluntarily then the Council may serve a notice on the successor between 6 to 12 months after the previous resident's death.
- 9.1.13. We may exercise our discretion where a successor resident dies by considering granting a further tenancy or by giving priority for a move under the allocations scheme to a close member of the deceased successor resident's family in the following circumstances.
- 9.1.14. If a close member of the successor resident's family has lived at the property as their only or principal home for at least one year before the successor resident's death.

OR

- 9.1.15. If the successor resident's full-time, live-in, non-paid carer has lived in the property for at least two years before the successor resident's death.
- 9.1.16. If approved, we will only make one offer of social housing to a close family member or carer applying for discretionary succession.
- 9.1.17. If the successor resident's close family member or their full-time carer would be under-occupying the property if offered the tenancy (see paragraph 9.1.8) we will offer them a suitably sized property that meets their housing needs.

9.2. Assignment

- 9.2.1. Secure tenants can assign their tenancy in accordance with the terms and conditions set out in their tenancy agreement. An assignment occurs when a secure tenant transfers their tenancy to another person.

9.3. Assignment by way of mutual exchange

- 9.3.1. Only requests for mutual exchanges from any public sector resident with either a secure or assured tenancy will be accepted.
- 9.3.2. If two social housing residents mutually exchange homes, they swap their tenancies by assigning them to each other. This can happen if both residents hold either lifetime secure or lifetime full assured tenancies.
- 9.3.3. In the instance, that one social housing tenant holds a lifetime tenancy or lifetime full assured tenancy that started before April 2012, and the other social housing resident holds a fixed term (flexible) secure tenancy or an assured shorthold tenancy of at least 2 years, they transfer their tenancies to each other when they swap homes. This means that they are given a new tenancy so that each tenant retains at least their existing security of tenure. When an assignment takes place it supersedes a succession, as only one succession is allowed.

9.4. Granting of a discretionary tenancy.

- 9.4.1. Under some circumstances it may be appropriate to consider granting a discretionary tenancy if no statutory succession right exists.

9.5. Sole to joint tenancy

- 9.5.1. Applications for conversion of a sole tenancy to a joint tenancy will be refused in their entirety. Croydon Council does not grant requests to change tenancies from sole to joint.

9.6. Joint to sole tenancy

- 9.6.1. In instances such as a relationship breakdown, a household may want to convert their joint tenancy to a sole tenancy via a Deed of Assignment. This will be checked by a Housing Officer to determine if it is lawful according to the Housing Act 1985.

- 9.6.2. If an agreement cannot be reached between joint residents, residents who are married or in a civil partnership can apply to the Family Court to transfer the tenancy (please see 10.4).
- 9.6.3. If a joint tenant moves out of a property, the remaining tenant is required to notify the Council.
- 9.6.4. A Deed of Assignment will be agreed under the following circumstances:
- No breaches against the tenancy are outstanding.
 - No outstanding rent arrears
 - The home is not specifically adapted for an absent resident.
- 9.6.5. In circumstances where a property may be more suitable for other individuals than the proposed sole resident, the Council may look to re-house the tenant to a more suitable property.

9.7. Exceptional Circumstances

- 9.7.1. In instances of exceptional circumstance, the Council may consider variations to this policy were allowed by law. Variations depend on each individual situation, any exceptional circumstances, the evidence available, and due and diligent process. The decision and reasons for the decision will be recorded.

10. Relationship Breakdown

- 10.1. For cases of Domestic Abuse, please refer to the Domestic Abuse policy which will guide tenants. Domestic Abuse is a crime and residents can get help from several support services which can be found on Croydon's website;
<https://www.croydon.gov.uk/community-and-safety/support-groups-and-advice/domestic-abuse/domestic-abuse-and-sexual-violence>
- 10.2. Victims of Domestic Abuse have the right to apply as homeless to any council if they feel unsafe in their homes. Tenants experiencing Domestic Abuse should speak to their tenancy officer about what the Council can do to assist with supporting residents with changes to ensure their safety.
- 10.3. There are some specialist services available to tenants that are free, however, they may have to pay for the following:
- Solicitors' charges
 - Court fees – You may be eligible for help with these costs, use the Government's Legal Aid Check to check your eligibility; www.gov.uk/check-legal-aid
- 10.4. For couples who split up, there are several options:
- One person remains in the home whilst the other moves out.
 - Both leave the home and get new places.

- Continuing to reside together but as separate households. To reach a mutual agreement you may require support via mediation and/or relationship counselling but if you can't agree, you may have to go to court.

10.5. If joint tenants can agree, they can follow our joint-to-sole process. Where an agreement cannot be reached, both parties should seek legal advice.

10.6. Where a couple is unable to continue to reside together, both or one resident (s) can apply to be on Croydon's housing register based on their housing need. Applications will be assessed according to the Allocations Scheme.

10.7. Both parties are encouraged to seek their independent legal advice, separately from each other.

11. Managing and Sustaining Tenancies

11.1. Monitoring tenancies and the condition of our properties

Residents are expected to always maintain their properties in a reasonable condition according to their tenancy agreement. Appropriate action will be taken to resolve any breaches of the tenancy agreement.

Visits will allow tenancy profile information to be updated, identify vulnerable residents and referral for appropriate support where required.

11.2. Customer care visits

Will ensure a high quality and effective service is delivered to residents.

The visit will also provide the Council with an opportunity to ensure the enforcement of tenancy conditions, and that the property is occupied by the tenant, and has not been sub-let or abandoned.

12. Social Housing Fraud

12.1. Appropriate action will be taken in relation to possible social housing fraud, including but not limited to; unauthorised sub-letting, non-occupation, a fraudulently obtained tenancy, or key-selling.

12.2. Abandoned Properties

Residents may be away from their homes for an extended period due to a number of reasons, however, where suspected that a resident may have abandoned the property, we will take appropriate action in accordance with the relevant legislation.

12.3. Lodgers and subletting

In some circumstances, a resident may wish to rent out a room in their home. In this instance, the new occupier will be referred to as a lodger or sub-tenant.

If a customer is in sheltered accommodation, taking in a lodger or sub-tenant will not be allowed.

Residents are only able to sublet part of their home with the written agreement of Croydon Council.

Residents remain responsible for payment of rent, charges, and adherence to the tenancy terms.

13. Overcrowding and Under-occupation

- 13.1. All applications for non-emergency housing should be made via the housing register which can be found on the Council's website;
<https://www.croydon.gov.uk/housing/find-home/applying-council-property>
- 13.2. In some instances, accommodation may become too small or large for a household's needs, such as when a resident has two or more unoccupied bedrooms.
- 13.3. In cases such as these, we will support a resident to be rehoused (if they agree) to find the most suitable housing option available via our Allocations Scheme.
- 13.4. Prospective residents will be informed of the potential impact of their benefits if they are under-occupied according to the government's definition.

14. Ending a Tenancy

- 14.1. A resident must give 4 weeks' notice in writing to end their tenancy.
- 14.2. The resident should also complete a notice to quit or tenancy termination form.
- 14.3. The tenancy agreement lays out the terms by which a landlord can serve notice to end a tenancy.

15. Death of a Tenant

- 15.1. A resident's death does not formally end a tenancy although the tenancy will no longer remain secure on expiry of a notice to quit. For the tenancy to be ended, notice to quit must be supplied by either party.
- 15.2. An 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 a termination notice has not been received, Croydon 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.

16. Reasonable Adjustments

- 16.1. Croydon Council will make reasonable adjustments to support our residents' needs when they access our services. The term 'reasonable' refers to what we can do without compromising our resources, efficiency, or ability to practically fulfil requests. This does not include [Aids and Adaptations](#) to our properties and common parts of a building.

16.2. No resident should be at a disadvantage when accessing our services. The following statements offer a general overview to ensure that our services are adjusted to meet the needs of our residents where possible. This list is not exhaustive, and we will adapt our approach based on individual resident needs.

16.3. We aim to provide services that are accessible to all who require them. As a result of this, we will:

- Ensure our officers get to know our residents and their individual needs
- Provide a range of ways for residents to contact our officers including phone, mail, email and via [Housing Online](#)
- Provide alternative communication methods on request, such as Braille, foreign language interpreter, large print etc.
- Ensure residents are always able to select their preferred method of contact.
- Ensure our offices are fully accessible to visitors

16.4. We will continue to diversify our services to meet residents' needs where possible.

17. Responsibilities

17.1. Housing Management recognises the commitment to ensure that all data is managed and kept according to the GDPR and Data Protection Act 2018:

- Processed lawfully, fairly, and in a transparent manner.
- Collected for a specific and legitimate purpose and not used for anything other than this stated purpose, or as provided for in our privacy and fair processing notices.
- Relevant and limited to whatever the requirements are for which the data is processed.
- Accurate, and where necessary, kept up to date. Any identified inaccuracies will be amended or removed without undue delay.
- Stored for as long as required, as specified within Housing Management's Records Retention Policy.
- Secured with appropriate solutions, which protect the data against unauthorised or unlawful processing and accidental loss, destruction, or damage.

Further information about the Council's commitment to the General Data Protection Regulations (GDPR can be found on the Council's website)

18. Glossary of terms

18.1. Sole Tenancy

Exists in cases, where one person has signed the tenancy of a property.

18.2. Joint Tenancy

Exists in cases, where two people have signed a tenancy and have equal rights to a property.

18.3. Periodic or Lifetime Secure Tenancy

A tenancy can only be ended by the landlord by a court order and an order will only be granted by the court if one of the statutory grounds for possession is made out and other statutory tests are met.

18.4. Survivorship

In all cases, where there are joint tenants and one of the joint tenants dies, the tenancy will continue in the remaining tenant's name as a sole tenant. Survivorship will apply even if the other joint tenant had been a successor themselves. This right overrides any statutory or contractual rights of succession irrespective of whether the joint tenant lives at the property or not.

18. Monitoring and review of the policy

18.1. This policy will be subject to periodic review every 3 years, or sooner if required by statutory, regulatory, best practice, emerging developments, or circumstances arising from reviews of other Council-wide policies.

19. Document Control

19.1. This is a controlled document and should not be changed unless by authorisation of the policy owner.

Monitoring		
Approved Date:	16 September 2024	
Next Review Date:	1 April 2027	
Effective date:	23 September 2024	
Consultation Review		
Stakeholders review:	13.03.2024	
Legal review date:	22.03.2024	
Residents reading group:	April 2024	
Policy owner:	Director of Housing Management	
Ratified by:	Housing DMT on 16 September 2024	
Equality impact assessment:	The impact of this policy will be measured as it is implemented and used as part of a scheduled 1-year implementation compliance review.	
Version History		
Version Number	Summary of change	Author and Approver

1.0	New Policy	Developed and Reviewed by Housing Subject matter experts and the Residents Reading Group
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