

TENANCY POLICY



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Legal influences on this policy

Housing Act 1985 & 1996

Localism Act 2011

Local Government and Housing Act 1989

Regulator of Social Housing: Tenancy Standard.

Social Housing (Regulation) Act 2023

Equality Act 2010

Data Protection Act 2018 & UK GDPR

Secure Tenancies (Victims of Domestic Abuse) Act 2018

Prevention of Social Housing Fraud Act 2013

Protection from Eviction Act 1977

HMCTS Pre-Action Protocol for Possession Claims by Social Landlords Part IV and Schedule 7 of the Family Law Act 1996.

Non-legal influences on this policy

Regulator of Social Housing Consumer Standards (Tenancy Standard)

Cornwall Homechoice Policy

CHLs Anti-Social Behaviour (ASB) Policy

CHLs Tenancy Fraud Policy

CHLs Decant Policy

CHLs Domestic Abuse Policy

CHLs Mutual Exchange Policy

1 INTRODUCTION

- 1.1 The basis of the contractual relationship between CHL and a tenant is a tenancy agreement. This creates a legal relationship between the two parties – a tenancy. The tenancy created has its legal foundation in statute.
- 1.2 This Policy outlines the types of tenancies that CHL will use, how these tenancies are managed and the processes through which tenancies may be ended.
- 1.3 The Policy will meet the requirements of the Regulator of Social Housing which can be summarised in the following way:
 - Registered providers shall offer tenancies or terms of occupation which are compatible with the purpose of the accommodation, the needs of individual households, the sustainability of the community, and the efficient use of their housing stock.
 - They shall meet all applicable statutory and legal requirements in relation to the form and use of tenancy agreements
 - They shall develop and provide services that will support tenants to maintain their tenancy and prevent unnecessary evictions
 - They will make sure that the home continues to be occupied by the tenant they let the home to for the duration of the tenancy period allowing for regulatory requirements about participation in mutual exchange schemes.

2 PURPOSE

- 2.1 The Tenancy Policy fulfils the requirements of the Housing Act 1985, as amended by the Localism Act 2011 in respect of secure tenancies, and the Housing Act 1996 in respect of Introductory Tenancies. It outlines CHLs approach to tenancy management and includes:
 - Types of Tenancies.
 - Rights and Responsibilities.
 - Change of Tenancy Requests.
 - Tenancies for Under-18s.
 - Assignment of Tenancies.
 - Succession Requests.
 - Exceptional Circumstances.
 - Ending a tenancy.
 - Tenants Right to Review.
- 2.2 The Policy applies to applicants eligible to all secure, non-secure and introductory tenancies within the Housing Revenue Account, and other commissioned services delivered on behalf of Cornwall Council.
- 2.3 CHL also owns 56 properties which have specific requirements to be let under assured tenancy conditions, as governed by the Housing Act 1988.

3 TENANCY TYPES

- 3.1 CHL provide a range of tenancy types and licenses depending on the type of accommodation. A tenancy can begin on any calendar day and then default to weekly periodic agreements.
- 3.2 The type of tenure offered to individuals will vary based on the accommodation and are outlined below:

Tenancy Type	Purpose
Introductory Tenancy	This is offered to new tenants eligible to be considered for a secure tenancy. The tenancy will automatically convert to a Secure Tenancy after 12 months unless processes have commenced to either extend this period or end the tenancy.
Secure Tenancy	This lifetime tenancy is for the majority of CHL tenants once conversion has taken place from an Introductory Tenancy.
Assured Tenancy	This tenancy is for tenants living in CHL owned properties.
Supported Housing	CHLs supported tenancy agreements follow the same structure as our Introductory and Secure tenancy agreements, ensuring consistency across our housing services. They include an additional clause that outlines the care and support arrangements linked to the tenancy. This sets out any tailored support provided to help residents sustain their tenancy, engage with services, and to live independently.
Temporary Tenancies	CHL will use non-secure tenancy types for services such as Rough Sleepers Accommodation Programme, or other offer of temporary tenancies, when a homeless household is placed in temporary accommodation that is managed by CHL.
Decant Agreement	CHL use these temporary tenancies where tenants vacate properties for a short period of time whilst works are undertaken, with an intention to return.
Licenses	CHL issue licenses within specialist services, such as hostels, granting permission to occupy a room or bed on a day-by-day basis, rather than under a formal tenancy. In some cases, this also includes Use and Occupation

	<p>Agreements, where a resident remains in a property whilst seeking alternative accommodation following a decision not to allow succession.</p> <p>The person to whom the licence is granted (called ‘the Licensee’) a right to occupy the premises to which the licence relates.</p>
Garage Agreements	<p>Garages are let using a Garage Agreement which provides permission to occupy and is regarded as a license agreement as charges are not part of the rent account, and these are not residential properties forming part of the structure of a tenant’s home.</p>

4 INTRODUCTORY TENANCIES

- 4.1 All new tenants will be offered an introductory tenancy as defined by Part V of the Housing Act 1996, with the following exceptions and conditions:
 - Where a tenant currently has a secure tenancy with CHL or another registered provider.
 - Where tenants are entering directly into an Assured Tenancy arrangement with CHL owned properties. We recognise that Assured Shorthold Tenancies are no longer in use.
 - Where tenants are transferring from one social landlord to another. CHL supports the principle of transferability and portability of security for tenants that move within social housing after 2012, and who had a live social housing tenancy before the Localism Act 2012 came into force. Tenants will be offered a secure or assured tenancy (CHL owned) to at least replicate the level of security they had in their previous tenancy.
- 4.2 All prospective tenants must meet the statutory *Right to Rent* eligibility requirements.
- 4.3 Applicants who hold temporary leave to remain will be offered an Introductory Tenancy in the first instance. Subject to continued eligibility and satisfactory conduct during the introductory period, this will be converted to a Secure Tenancy in line with legal and organisational requirements.
- 4.4 Introductory tenancies will normally be for twelve months, unless the property is CHL-owned where assured tenancies will apply. The time spent by an existing introductory tenant will count as part of the introductory period.
- 4.5 The twelve-month period may be extended to eighteen months where there are concerns about the conduct of the tenant. The Introductory Tenancy can be extended by serving an Extension Notice at least 8 weeks prior to the end of the tenancy. The Extension Notice will provide details of the tenant’s right to request a review of the decision to extend, as defined by the Housing Act 1996.
- 4.6 At the end of the introductory period the tenancy will automatically become a lifetime secure tenancy provided possession proceedings have not commenced.

- 4.7 Introductory tenancies allow CHL to initiate prompt possession proceedings to deal with tenancy breaches and reinforce a strong message that the terms of the tenancy agreement must be adhered to.
- 4.8 CHL must serve a notice of proceedings upon the tenant and inform them of their right to request a review of the decision. Further information on the right for a review is contained later in the Policy.
- 4.9 The legislative framework for introductory tenancies is contained within the:
- Housing Act 1996 Part V (amended Housing Act 2004 and Localism Act 2011)
 - Introductory Tenants (Review) Regulations 1997
 - Introductory Tenancies (Review Decisions to Extend a Trial Period) (England) Regulations 2006
- 4.10 CHL will offer an Assured Tenancy within the Housing Act 1998 for properties that are CHL-owned, and these will not require conversion.
- 4.11 There are important differences between an introductory tenancy and a secure tenancy which are outlined in the table below:

Statutory Right	Secure Tenant	Introductory Tenant
1. Right to succession by partners or family members	Yes, subject to Localism and Housing Act criteria.	Yes
2. Right to repair	Yes	Yes
3. Right to assign	Yes	Yes
4. Right to buy	Yes	No, but the period spent as an introductory tenant counts towards the discount
5. Right to take in lodgers	Yes*	No
6. Right to sub-let	Yes*	No
7. Right to improve	Yes*	No
8. Right to exchange	Yes*	No

* CHL is required to give written consent.

5 LIFETIME SECURE TENANCIES

- 5.1 Lifetime Secure Tenancies do not have an expiry date and allow tenants to live in a property for life, provided they adhere to the terms of the agreement.
- 5.2 A Secure Tenancy has a greater security of tenure; a Secure Tenant can only be evicted from their home by the order of the Court. CHL can only apply for a Court order on one or more of the grounds for possession in the Housing Act 1985 (as amended by the Housing Act 1996). For most tenants this means that they can enjoy a settled life in their home for as long as they wish, provided that they do not breach the tenancy conditions
- 5.3 Following the successful completion of an Introductory Tenancy, tenants will transfer to a Secure Tenancy, unless the Council considers it appropriate to grant a fixed term tenancy in limited or specific circumstances (e.g. temporary accommodation).
- 5.4 When Introductory Tenancies convert to a Secure Tenancy a conversion letter will be sent stating that the tenancy is now a secure tenancy.
- 5.5 To end a Secure Tenancy against a tenant in accordance with one of the statutory grounds for possession, CHL will serve a legal Notice of Seeking Possession outlying details of legal proceedings that will commence.
- 5.6 CHL must commence legal proceedings through the County Court. The Court will arrange a hearing to hear and weigh up all of the evidence made available. The tenant will be able to present their case before the Court Judge. Once all of the evidence has been heard then the Judge will make a decision as to whether to grant possession or not. Sometimes possession will be suspended subject to certain conditions but in serious cases CHL will seek immediate possession.
- 5.7 The possession order will set out the date CHL is legally entitled to gain the property back. Possession cannot be gained before this date unless the occupants leave the property voluntarily and return the keys to the council.

6 TEMPORARY TENANCIES

- 6.1 There are some circumstances when non-secure tenancies or licences will be offered to residents:
 - Those who live in temporary hostel type accommodation where facilities such as kitchens and bathrooms are shared, and room use may be non-exclusive.
 - Residents who are re-housed as part of CHL's Rough Sleeper Accommodation Programme or homelessness provisions within the meaning of Housing Act 1985, as amended by Housing Act 1996.
 - Residents who are re-housed through services commissioned by Cornwall Council that have the specific need for temporary accommodation such as refugee or asylum programmes.
 - Temporary accommodation for homeless applicants who are in a transitional housing phase awaiting a permanent housing solution.

- When an applicant is offered a tenancy under Part 79 of the Housing Act 1985 under Cornwall Council's **homelessness duties**, even if the tenant lives there long-term. CHL retains the right to end the tenancy once its duty is discharged.
- 6.2 Where a tenancy is non-secure and the decision is taken to end the tenancy through the serving of a Notice to Quit, a tenant will have the right to appeal this decision providing that this is received within 7-days of the receipt of the Notice. CHL aim to inform tenants of the time and date for the appeal 5 days prior, and the outcome 14 days following the hearing, providing that no further considerations or representations are required.

7 CHANGE OF TENANCY REQUESTS

Joint to Sole Tenancy Requests

- 7.1 In situations where a tenancy is held by joint tenants, and where one of them wishes to end their interest in the joint tenancy they must complete CHLs *Application to end joint tenancy – Notice to Quit*.
- 7.2 Upon receipt CHL will investigate the request and aim to provide an answer within 28 days.
- 7.3 Contact will be made by the Officer responsible for managing their tenancy to discuss the request with both tenants, prior to a decision being given.
- 7.4 -Remaining occupants do not have a legal right to a new tenancy, and it is at CHL's discretion whether to issue a new tenancy.
- 7.5 CHL may refuse requests for a new sole tenancy in situations where:
- the person is not eligible for social housing in line with Cornwall Council's Home Choice Policy
 - the property is not the correct size for the remaining occupants
 - the remaining tenant is unable to afford the rent
 - there are rent arrears
 - possession proceedings have commenced
 - the property is deemed unsuitable for the needs of the household, for example, whether the property has been adapted for a person with disabilities and there would no longer be a person with disabilities living there
 - the property condition is deemed to be unsatisfactory and would constitute as a tenancy breach
 - whether there are restrictions on the occupancy type for the property, such as age
- 7.6 Requests to appeal the decision to refuse the granting of a new tenancy must be made in writing to the Officer responsible for managing the tenancy within 10 working days. This decision will be reviewed by a more senior manager, and a response will be provided within 10 working days.

- 7.7 Where possible, CHL will generally give permission but in certain situations, for example, where CHL have concerns that any tenant is being coerced into the decision, CHL reserves the right to refuse changes to the tenancy.
- 7.8 CHL will ensure that changes are documented and signed by appropriate parties. Records will be updated but a new tenancy agreement will not be signed. CHL will also recommend that both tenants seek their own legal advice before requesting any changes.
- 7.9 In some cases, a tenant may write or return the keys in order to surrender their tenancy. Where this is a joint tenancy, CHL will consider the remaining party on a case-by-case basis. Where CHL accepts the surrender of a tenancy, this ends the tenancy for both parties and this cannot be withdrawn.
- 7.10 If CHL agrees to offer a new tenancy, this will be a new tenancy agreement, allocated as per our Tenancy Policy, which in most cases is likely to be an Introductory Tenancy Agreement.

Sole to Joint Tenancy Requests

- 7.11 CHL does not permit the conversion of sole tenancies into joint tenancies. This policy applies consistently across all housing types and tenancy agreements.
- 7.12 Requests for such changes will be refused on the following basis:
- There is no legal entitlement to convert a sole tenancy to a joint tenancy.
 - The change may affect succession rights, housing eligibility, and tenancy accountability.
 - Maintaining clear tenancy structures supports CHLs commitment to effective housing management and fair allocations.
- 7.13 CHL will encourage tenants to seek independent housing advice if they require support with cohabitation, succession, or tenancy planning.

Multi-generational Tenancies

- 7.14 While we recognise the importance of family support networks CHL homes are intended to accommodate distinct households, each with their own tenancy agreement.
- 7.15 Applications involving multiple generations living under one tenancy will not be accepted unless there are exceptional circumstances.

8 TENANCIES FOR UNDER-18S

- 8.1 CHL recognise there will be circumstances where an individual under the age of 18 may require independent housing.
- 8.2 In such cases prospective tenants will be required to have their tenancy held in trust through a trustee until they reach the age of 18. The trustee is responsible for ensuring rent is paid but isn't automatically liable unless they've agreed to be a guarantor.

- 8.3 Alternatively, if there is an adult willing to co-sign, a joint tenancy can be created. The adult holds the legal estate and the minor benefits from the arrangement until they turn 18 when it can then go into their sole name.

9 TENANCY ASSIGNMENT

- 9.1 CHL tenants have the right to ask to pass, referred to as assignment, their tenancy over to someone else in certain situations.
- 9.2 The tenancy allows for the assignment to a qualifying family member or to someone who would qualify to inherit if the tenant died. This could be a spouse, partner or close family member who has been living at the property continuously for 12 months before the request is made.
- 9.3 CHL will give consent for this providing no previous successions have occurred and when the assignment is processed this would count as a succession, meaning that there would be no further succession rights.
- 9.4 The assignment is done by way of a Deed of Assignment and the incoming tenant signs to say that they are taking on all rights and responsibilities associated to this tenancy agreement. New tenancy agreements are not signed but CHL will ensure that the incoming tenant is given a copy of the agreement for their records.

Mutual Exchanges

- 9.5 Secure Tenants have a Right to Exchange. CHL support the use of mutual exchanges as it enables tenants to take a proactive role in resolving their housing issues such as under occupancy, overcrowding, moving to give or receive support etc.
- 9.6 CHL subscribes to Home Swapper, which enables tenants of Cornwall Council and CHL to access the internet-based mutual exchange service at no direct cost to them.
- 9.7 Each tenant signs a deed of assignment confirming that they accept taking the other tenant's tenancy, its type and its terms. New tenancy agreements are not signed but CHL will ensure that the incoming tenant is given a copy of the agreement for their records.
- 9.8 CHL has 42 days in which to give a decision as to whether the proposed mutual exchange can go ahead.
- 9.9 In some cases, a mutual exchange can be refused on the grounds stated in the Housing Act 1985 – more information is available in the Mutual Exchange Policy.

A Court Ordered Assignment

- 9.10 Where a family court issues an order for the assignment of a secure tenancy – typically during matrimonial or civil partnership proceedings – the joint tenancy may be legally transferred into the sole name of one of the tenants. Upon receipt of a valid court order, we will process the assignment accordingly.
- 9.11 In such cases, a Deed of Assignment is not required, and a new tenancy agreement does not need to be signed. However, we will provide the new sole tenant with a new tenancy agreement.

10 LODGERS

- 10.1 CHL tenants may take in a lodger or sub-let part of their home, provided this does not result in overcrowding and permission has been obtained in advance.
- 10.2 Tenants living in sheltered or supported accommodation or holding an introductory tenancy are not permitted to take in lodgers or sub-let under any circumstances.
- 10.3 In all cases, the tenant must continue to occupy the property as their principal residence; failure to do so will result in the loss of secure tenancy and may lead to repossession action.
- 10.4 It is a criminal offence to unlawfully sub-let the whole home, and tenants found to have done so may be subject to legal action.

11 SUCCESSION

- 11.1 Succession is the process where a tenancy passes to another person, known as the successor, because when a tenant dies the tenancy may not end.
- 11.2 A tenancy can continue if:
- survivorship rules apply
 - there are statutory or contractual rules that apply
 - there are discretionary rights to continue the tenancy
- 11.3 Anyone succeeding to a tenancy will take on that same tenancy, for example, someone succeeding to a deceased person who held an introductory tenancy will succeed as an introductory tenant.
- 11.4 To apply for succession an application will need to be completed. CHL will aim to make a decision on this within 28 days of receipt of a completed application.
- 11.5 Tenancy rights do not pass through a will unless the tenancy agreement or housing law allows for succession.

Survivorship

- 11.6 If the tenancy is a joint secure or joint assured tenancy and one tenant dies, then the tenancy will automatically pass to the remaining surviving tenant/s.
- 11.7 The tenancy can be passed along to every remaining listed tenant until the last tenant dies. For example, if the tenancy is 3 names, then the tenancy will continue to pass along until the final tenant dies. There will be no further successions on this tenancy in these circumstances.
- 11.8 Survivorship occurs even if there is a valid will that states something to the contrary.

Statutory Succession and Contractual Succession

- 11.9 Under current legislation:
- The Housing Act 1985 allows one statutory succession for secure and introductory tenancies.

- The Localism Act 2011 amended succession rules for tenancies granted on or after 1 April 2012, limiting statutory succession to spouses, civil partners, or partners living with the tenant.
- The Housing Act 1988 provides one statutory succession for assured tenancies, typically to a spouse or civil partner, provided they occupied the property as their only or principal home at the time of death.

11.10 To promote fairness and consistency CHL introduced contractual rights to promote fairness that apply equally across all tenancy types, regardless of when the tenancy commenced. This means:

- There is one right of succession on all tenancies – secure, introductory, and assured.
- Spouses, civil partners, and qualifying family members may succeed, provided:
 - They were living in the property as their only or principal home at the time of the tenant’s death.
 - The deceased tenant was not themselves a successor.

11.11 If there is no spouse or partner, a close family member may succeed if:

- They have lived in the property continuously for at least 12 months prior to the tenant’s death.
- The family members agree amongst themselves who will take over the tenancy.
- If no agreement is reached, CHL will nominate the successor.
- Joint succession is not permitted.

11.12 Where a secure tenant dies (and no prior succession has occurred), leaving only a child under 18 who lived in the property for at least 12 months:

- CHL will recognise the child as the successor.
- The tenancy will be held in trust until the child reaches 18.
- See Section 4: Tenancies for Under-18s for further guidance.

11.13 If a family member succeeds to a tenancy and is under-occupying the property:

- They may be required to move to a smaller, more suitable home.
- This ensures fair use of housing stock and supports sustainable tenancy management.

Discretionary Succession – if statutory succession has already occurred

11.14 CHL recognise the stability longstanding residents give communities, which often underpin the sustainability of those communities. Additionally, both recognise the disruption and distress that homelessness and insecurity cause families and households.

11.15 CHL may offer discretionary secondary succession rights even when the legal right to take over a tenancy has already been used.

11.16 If someone has already taken over a tenancy after the original tenant died (the first succession) then another person might still be allowed to stay in the home, but this is not automatic and will be considered on an individual basis and must meet the criteria below:

- Potential successors must be the partner or a family member - parent, child, grandchild, brother, sister, nephew, niece, uncle, aunt etc. as defined in the Conditions of Tenancy
- Have lived in the property for more than 20 years and constantly for the last 10 years
- The property size must reasonably fit the size of the household or suitable alternative accommodation will be offered to ensure a situation of under occupation does not exist.

Under-Occupation and Successor Tenants

11.17 A spouse, civil partner or a person who was living with the tenant as if they were a married couple or civil partner has the right to remain in the property regardless of their need for it.

11.18 Any other qualifying person with the right of succession can be required to move to a more suitable property if the property does not meet their housing needs. This can include situations when:

- The property has been adapted for a person with disabilities and there is no longer a person with disabilities living in the home.
- The property has become underoccupied by one bedroom or more.

11.19 If this situation occurs CHL will support and encourage the remaining household members to find suitable alternative accommodation by supporting them to complete a housing application and CHL will try to re-house them in a suitable property. CHL will also encourage them to seek advice and support from Cornwall Council and the Citizens Advice Bureau.

11.20 If the succeeding tenant refuses to move voluntarily then Ground 15A of the Housing Act 1985 gives CHL the ability to request possession through the courts. To do this notice must be served between 6 and 12 months after the tenant's death (or CHL becoming aware of it) and CHL must be able to demonstrate that it is responsible for the court to grant possession. Prior to applying to the court, we will make one reasonable offer of suitable alternative accommodation before commencing proceedings.

12 LEGAL ACTIONS AND EVICTIONS

12.1 There are four main reasons why the council may commence legal action to evict tenants or other occupants from a council property. These are:

- A breach of the terms of the tenancy has occurred such as non-payment of rent or where nuisance or anti-social behaviour is occurring
 - In accordance with the statutory grounds for possession set out in the Housing Act 1985, or in some cases the Housing Act 1988.
 - To deal with squatters or other unauthorised occupants
 - Where a tenant or licensee is no longer entitled to remain in temporary accommodation
- 12.2 Evictions will only be undertaken where all reasonable attempts to resolve an issue have been exhausted and the council is entitled to possession of the property.
- 12.3 The legal process involved will depend on the type of tenancy or licence that has been granted or if someone is unlawfully occupying a property.
- 12.4 Should the occupant(s) fail to leave the property then the council will apply for the County Court Bailiff to carry out the eviction and remove all occupants from the property.
- 12.5 Before applying for any eviction, CHL will, if it has not already done so, make checks with the relevant Social Services and Mental Health teams to see if the occupant(s) are known to them. This will ensure that vulnerable people will have an opportunity to obtain any care or support required.
- 12.6 CHL will ensure that tenants who are about to be evicted are notified and provided with a full explanation of the reasons why CHL is seeking to evict them and advice on where they can secure alternative accommodation.
- 12.7 CHL will also inform the Cornwall Council Homelessness team who will provide those evicted with advice on securing alternative accommodation, and in some cases may have already engaged Cornwall Councils Homeless Prevention Team.
- 12.8 All evictions will be approved in line with our Scheme of Delegation by a Senior Manager.

Securing alternative accommodation

- 12.9 Help and advice will be provided by Cornwall Council's Housing Options team. This may include advice on homelessness, alternative housing options and tenancy support.
- 12.10 In situations where such a decision has been taken to enforce legal action CHL will seek to engage with the tenant at the earliest possible opportunity to make them aware of our intentions. All in-house tenancy sustainment services will be offered before any legal action is agreed.

13 ABANDONMENT

Indicators of Abandonment

13.1 If we suspect that a resident has abandoned their property without giving notice, we will carry out an investigation to confirm whether this is the case. A property may be considered abandoned when the resident has been absent for more than four weeks and we have reasonable belief that they have no intention of returning.

13.2 Signs that may indicate a property has been abandoned include:

- Rent not being paid and/or Housing Benefit or Universal Credit payments stopping.
- The tenant is no longer registered for Council Tax, has requested removal from the electoral roll, or notified utility companies that they are no longer responsible for bills.
- Disconnection from non-payment or standing charges only for gas, electric or water supplies.
- Most or all of the tenant's belongings being removed.
- A large collection of unopened post.
- The property being unsecured, with no report of this from the tenant.
- The garden becoming significantly overgrown or poorly maintained.
- Neighbours providing information that suggests abandonment.
- Notification from statutory agencies that a tenant has left, including where others are then present in the property which may or may not create risk of harm/nuisance for other residents.

Initial Contact and Investigation

13.3 We will make every reasonable effort to contact a tenant to understand whether they intend to return, while warning them that their tenancy is at risk and making the necessary welfare checks and safeguarding referrals where relevant. Investigations may include contacting:

- Other known contacts to the tenant to enquire as to the tenant's whereabouts.
- Statutory agencies.
- Cornwall Council services, in areas such as benefits, council tax, tenancy fraud, safeguarding, temporary accommodation.
- Utility services.

Possession of the Property

13.4 If the tenant is contacted and confirms that they do not wish to return, we will encourage them to serve notice to formally end their tenancy. This will include advice. If they refuse or fail to do so, we will:

- Serve a Notice of Seeking Possession (NoSP) for failing to use the property as their only or principal home.
- Serve a Notice to Quit (NTQ) for non-occupation.

These notices will be issued without prejudice to one another.

13.5 If no contact is made with the tenant, and where we reasonably believe that the property has been abandoned without a clear indication of an intention to return, we will:

- Serve a Notice to Quit to the property and any known forwarding addresses; and
- Serve a Notice of Seeking Possession for non-occupation.

These notices will be issued without prejudice to one another.

13.6 After the expiry of the notice period, possession without court action will only be taken where the tenant has already lost security of tenure by ceasing to occupy the property as their only or principal home. In all other circumstances, or where there is any uncertainty, we will apply to the court to formally end the tenancy.

14 UNAUTHORISED OCCUPATION

14.1 If someone remains in a property after the legal tenancy has ended and they have no right of succession, they are not considered a tenant. Instead, they are occupying the property on a use and occupation basis.

14.2 This applies when household members and/or friends are left in situ and when a remaining tenant of an originally joint tenancy dies and there is no further right of successions.

14.3 The account will be placed into use and occupation at this point and the occupier is expected to pay whilst they have benefit and use of the property, but these payments do not create a tenancy.

14.4 If this situation occurs CHL will support and encourage the remaining household members to find suitable alternative accommodation by supporting them to complete a housing application. CHL will also encourage them to seek advice and support from Cornwall Council and the Citizens Advice Bureau.

14.5 CHL will formally ask them to leave. If they do not then CHL will service a Notice to Quit on the estate and contact the Public Trustee to ensure that no one has a right to the estate. CHL will then apply to the court for a possession order if they fail to comply with the request.

14.6 In cases of squatting - where someone has moved into a property without the tenants or CHLs permission - the matter will be reported to the Police, and we will consider legal action to get the property back.

14.7 Tenants are not permitted to sublet their home or transfer their tenancy to another person without prior written consent from CHL.

14.8 If a tenant vacates the property and leaves others in occupation without authorisation, those individuals have no legal right to remain in the home. In such cases:

- CHL will initiate legal proceedings to terminate the tenancy
- Unauthorised occupants will be signposted to appropriate housing advice services to help them seek alternative accommodation

14.9 Unauthorised subletting or assignment is a breach of tenancy and may result in enforcement action, including eviction and potential referral for tenancy fraud investigation.

15 EXCEPTIONAL CIRCUMSTANCES

15.1 CHL is committed to ensuring flexibility and fairness in tenancy-related decision-making, particularly where strict adherence to policy could unintentionally disadvantage vulnerable tenants or those experiencing hardship. This includes, but is not limited to, situations involving domestic abuse, safeguarding concerns, or other exceptional circumstances.

15.2 Where appropriate, and in the interest of tenant welfare, we may accept the voluntary surrender of a secure tenancy and regrant it to the remaining household member. This approach supports continuity of housing, reduces disruption, and allows the remaining tenant to retain stability during a time of change or crisis.

15.3 Each case will be considered individually, with decisions based on the tenant's circumstances, supporting evidence, and overall legal compliance.

16 ENDING A TENANCY

16.1 To give notice the tenant will need to give CHL at least 28 days' notice to end the tenancy in writing and the tenancy must end on a Monday.

16.2 When a tenant gives Notice CHL will carry out a pre termination visit where possible. The purpose of a pre-termination visit will be to:

- check the condition of the property and garden.
- check that the rent account is up to date and provide advice regarding any benefit payments.
- ensure the outgoing tenant is aware that they must remove all personal belongings and rubbish, unless there is an agreement to do otherwise, and that they leave the property clean.
- advise if there are any possible recharges.
- advise that CHL require vacant possession.
- ensure that CHL have future contact details.

16.3 The keys will need to be returned to CHL by 12 noon on the Monday the tenancy terminates. If the keys are not returned, then we will complete a lock change and charge for this.

16.4 In exceptional circumstances CHL may agree to dispense with the 28 days' notice period and agree a date with you, but these situations are rare.

- 16.5 CHL will also recommend that prior to giving notice that the tenant understands any implications of doing so and have sought their own legal advice.
- 16.6 In cases of death of tenant CHL would need to establish if there was a will and succession eligibility. If CHL does not receive vacant possession, and there is no will or right of succession, then Notice will be served on the Public Trustee to bring a formal end to the tenancy and recover the property.
- 16.7 Other ways tenancies can end include:
- If the court grants a possession order.
 - One tenant giving notice on a joint tenancy. If this occurs and the remaining tenants do not consent to the termination, CHL will support the remaining tenant to explore their housing options.
 - If the property is required for redevelopment and if this were the case, then a new property and a new secure tenancy would be offered.
 - Transferring the tenancy to someone else or swap homes (known as assignment or a mutual exchange).

17 BELONGINGS LEFT IN A PROPERTY

- 17.1 If belongings remain in the property after the tenancy has ended or an abandonment has been confirmed, CHL will manage them in accordance with the Torts (Interference with Goods) Act 1977.
- 17.2 CHL's will adopt the following approach in these circumstances:
- Compile a full inventory of all items left in the property, including photographs where appropriate.
 - Serve a Torts Notice on the former tenant at their last known address and any forwarding addresses, advising them to collect their belongings within a specified timeframe and setting out the consequences of non-collection.
 - Store items will be stored safely for the duration of the notice period unless they are soiled, damaged or infested, in which case they will be disposed of immediately for health and safety reasons.
 - Dispose of items once the notice period has expired, including any uncollected items which will be sold or disposed of appropriately.
 - Use proceeds of sale items to offset storage, removal and other debts owed to the organisation. Any remaining funds will be returned to the former tenant.

18 TENANCY FRAUD

- 18.1 CHL is committed to ensuring that the households living in Cornwall Council's and CHL's homes are those that need them most.
- 18.2 CHL will take various steps to ensure that is the case, from ensuring that the property is allocated to the most appropriate person to following up allegations of misuse.

- 18.3 CHL will check the applicant's identity at verification, and that their housing situation is the same as their situation when they were nominated for a home.
- 18.4 These details will be further verified at sign up, and new tenants will be required to provide proof of identity.
- 18.5 Any changes will be monitored throughout the life of the tenancy. All residents who begin an introductory tenancy will receive scheduled new tenancy visits during the initial stages of their occupancy.
- 18.6 CHL will follow up any reports of unoccupied properties or subletting of properties and will take action if cases of abuse are discovered.
- 18.7 CHL will issue articles in the tenant newsletters and have information on the website.
- 18.8 Further information can be found in CHL's Tenancy Fraud Policy.

19 APPEALS, THE RIGHT TO REVIEW AND COMPLAINTS

Appeals

- 19.1 There is no right to appeal to CHL or Cornwall Housing regarding decisions made under the terms of this policy. If an applicant believes that they have adequate right to challenge any breach in our legal duties in dealing with their housing application or managing their tenancy they have a right to take legal advice and consider a judicial review.

Right to Review

- 19.2 Residents have the right to request a review about
- Succession claims
 - Assignment requests
 - License termination appeals
- 19.3 The request for a review must be made in writing and contain the following information:
- The applicant or tenants name and address
 - The decision which they are asking to be reviewed and the date this decision was made to them
 - Whether they want an oral hearing
 - Whether they wish to receive communication by e-mail or by letter. If by e-mail the e-mail address which should be used.
- 19.4 CHL will accept a request for review if in any of the following ways: -
- By e-mail to the e-mail address listed in any decision letter or notice.

- By letter to the address listed in any decision letter or notice.
 - By calling the Customer Services Team.
 - A request can be made by a third party acting on behalf of the applicant or tenant.
- 19.5 CHL will confirm in writing or by e-mail (where requested) the date by which CHL will consider the review, which will be at least 5 days after the date confirming the arrangements.
- 19.6 If it is an oral hearing CHL will include the date, time and venue. If it is not an oral hearing this will give the applicant an opportunity to supply CHL with any additional information they wish CHL to consider.
- 19.7 All reviews will be considered or heard by an officer who was not involved in the original decision and who is more senior than the officer who made the original decision.
- 19.8 Where it is an oral hearing, CHL may consider deferring the hearing if the request is made before the day of the hearing and the request is reasonable. Where it is agreed to rearrange, the applicant or tenant will be given at least 5 days' notice of the new date.
- 19.9 The tenant can attend the hearing, and they can ask for a representative to act on their behalf. Where they do not attend the hearing, the person conducting the review in most instances will decide to go ahead unless there is a justification to adjourn to a time when they can attend.
- 19.10 The officer hearing the review can adjourn hearing. Where this is for more than one day, they will confirm in writing or e-mail the arrangements for the adjourned hearing.
- 19.11 The officer hearing the review will make the decision and will send confirmation of this decision in writing or by e-mail (where agreed) within 2 working days of the decision being made. Where there is an oral hearing the officer may deliver the decision verbally and then follow this up in writing within 14 days.

20 MONITORING AND REVIEW

- 20.1 This policy will be reviewed on a 3 yearly basis or more frequently in response to changes in legislation, regulatory guidance, good practice or changes in other relevant CHL policy.
- 20.2 Our performance in relation to the delivery of the services and activities set out in this policy will be monitored on an ongoing basis through our established reporting mechanisms to our Senior Management Team and Executive Leadership Team.

21 DIVERSITY AND INCLUSION

21.1 We are committed to treating all people with fairness and respect. We aim to create an inclusive environment where people are treated with dignity, inequalities are challenged, and we anticipate and respond positively to different needs and circumstances to enable individuals to achieve their potential and foster good relations within the communities we serve. We want to be recognised as an organisation delivering fair, inclusive, accessible services and an employer and partner of choice.

21.2 When applying this policy, we act sensitively towards the diverse needs of individuals and reduce discrimination and harassment by making reasonable adjustments such as:

- Eliminating discrimination – by providing support to those who need it and information in accessible formats and languages on request.
- Tailoring the policy to meet both the specific needs of the individual, including those with additional support needs, and the diverse needs of the wider community
- Advancing equality of opportunity – treating all tenants fairly
- Fostering good relationships – listening to customers and responding appropriately
- Compliant with all aspects of Equality & Diversity legislation, and specifically the Equality Act 2010.

Contact us:

Email: info@cornwallhousing.org.uk

Telephone: **0300 1234 161**

By letter: **Cornwall Housing, Chy Trevail, Beacon Technology Park, Bodmin, PL31 2FR**

www.cornwallhousing.org.uk

Alternative formats:

If you would like this information on audio CD, audio tape, Braille, large print, any other format or interpreted in a language other than English, please contact info@cornwallhousing.org.uk

