



**CUS -POL-10-01**

**Tenancy Policy**

February 2023

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## 1. Scope

This tenancy policy is intended to be a clear and accessible guidance document to assist prospective new tenants who are seeking a tenancy with Torus as well as current tenants and those occupying properties owned by Torus. It is not intended to create a 'one size fits all' approach to housing management. The need to consider each situation on its own facts and to apply the applicable legal framework to any situation is a feature that is implicit throughout this policy.

This policy provides a summary of the types of tenancy which Torus may use, how changes to a tenancy may occur during the tenancy, and how a tenancy may end. The Regional Director is responsible for this policy and ensuring it complies with legal and regulatory requirements.

## 2. Policy Statement

We aim to:

- Make the best use of our available housing stock to meet the needs of new and existing tenants and ensure that the valid tenant is in occupation
- Provide a high-quality service to manage tenancies within our communities
- Work with communities and partners to find the most appropriate resolution to accommodation issues they face so that communities feel engaged and empowered
- Provide sustainable neighbourhoods and communities in the areas where we own homes
- Provide consistent and clear information to enable customers to understand our policies and procedures and who to contact with any query
- Have regard to the desirability of stability of home life and have regard to issues of vulnerability whether by reason of age, disability, or illness, as well as the specific needs of households with children
- This policy is compliant with the Neighbourhood and Community Standard requirements as part of Torus commitment to demonstrating compliance with the Consumer Regulation Standards.

## 3. Implementation

### 3.1 Types of tenancy we offer

We may offer a range of tenancies to prospective new tenants,

#### i. **Assured shorthold tenancy (with conversion to assured tenancy) – Starter Tenancy**

This tenancy is used for applicants who have not held a secure or assured non-shorthold tenancy (with Torus or any other Registered Provider or Local Authority) immediately prior to becoming a Torus Tenant.

These essentially provide for a probationary period of 12 months (which may be extended to 18 months) called the starter period.

At the end of the starter period the tenancy will become an assured tenancy unless steps have been taken to end the tenancy by Torus or the starter period has been extended.

## **ii. Assured tenancy**

Assured Tenancies are usually given to those tenants with an existing Assured Tenancy (either Torus or another Registered Provider) who are rehoused by Torus. An assured tenancy may also be granted to Torus tenants who choose to move on from an existing Torus assured tenancy with protected rights by way of a transfer provided their move is not because of domestic violence, harassment, or permanent decanting (for redevelopment or demolition purposes).

An assured tenancy can only be ended by Torus by obtaining a possession order from a court.

## **iii. Affordable rent assured starter tenancies (with conversion to assured tenancy)**

These may typically be used for new build homes, but a proportion of these tenancies may also be offered as part of our general needs letting.

Affordable rent tenancies can only be granted when the property is subject to a housing supply agreement with Homes England (or its predecessor, the Homes and Communities Agency). Affordable rents are set at up to a maximum of 80% of market rent (usually including service charges). The calculation of our rents is addressed in the Torus Rent Setting and Service Charge Policy.

An affordable rent starter tenancy operates in the same way as a social rent starter tenancy, as described in (i) above.

## **iv. Protected assured tenancies**

This is an assured tenancy with additional rights (such as the preserved right to buy) that was granted to former secure tenants of Local Authorities who became Torus tenants following a stock transfer. New tenancies of this type will only be offered to existing protected assured tenants who move to another Torus tenancy, in accordance with the terms of the stock transfer agreements.

## **v. Licence Agreements**

Torus provides accommodation with support services, such as hostels and specialist or supported accommodation and in these instances licence agreements are used if the occupier does not have exclusive possession of the accommodation. This can be either a protected or an excluded licence, depending on whether the occupier shares essential facilities (kitchen, bathroom, toilet) with other residents.

## **vi. Fixed term assured shorthold tenancies**

Examples of where we may use fixed term assured shorthold tenancies include general needs properties which we allocate under our Allocations Policy, some new build properties, for the purpose of Rent to Buy and properties where their long-term future is uncertain. We will not use fixed term tenancies for people over the age of state retirement, those in Extra Care, people with a lifelong support need and those who need to move because we are redeveloping their home (unless they already have an FTT). We will not use them for transferring tenants who are moving to another property within our stock unless it is new build. We do not intend to use them in low demand areas.

### **vii. Periodic assured shorthold tenancies (that are not starter tenancies)**

These tenancies may be used in supported housing or for temporary accommodation.

### **viii. Fixed term assured shorthold tenancies (Rent to Buy Scheme)**

These tenancies are assured shorthold tenancy agreements granted under the Rent to Buy scheme. They are for a fixed term and shall not continue for longer than five years from commencement. If, at the end of the fixed term a tenant no longer qualifies for a tenancy under the Rent to Buy Scheme, we may end the tenancy.

## **3.2 Probationary Period**

The initial 12-month period of the fixed term tenancy will be a probationary period. This can be extended by 6 months if we have concerns about the tenancy. The maximum probationary period is 18 months.

During the probationary period should Torus consider it appropriate to end the tenancy they will serve the tenant with a notice to leave the property. Should the tenant not do so then Torus may issue a claim for possession and seek a possession order from the court.

## **3.3 Rights of the fixed term assured shorthold tenant**

A fixed term assured shorthold tenant does not have the same rights as an assured tenant. For example,

- A fixed term assured shorthold tenant does not have the right to transfer or to undertake a mutual exchange during the probationary period of the tenancy
- A fixed term assured shorthold tenant does not have the right to acquire during the probationary period and may not have the right to acquire thereafter depending upon the terms of the tenancy and the length of time they have been a public sector tenant
- A fixed term assured shorthold tenant has only limited rights to pass on a tenancy on death

### **3.3.1 Can the tenant end the fixed term assured shorthold tenancy during the fixed tenancy period?**

The tenant may seek to end their fixed tenancy by seeking to surrender their tenancy. Only if Torus accept the request to surrender the tenancy will the tenancy be surrendered in law.

Torus will consider any request to surrender a tenancy on the facts and circumstances of the particular case. To give guidance to tenants typical influencing factors may include one or more of the following:

- Whether it is in the best interests of Torus and/or the health and safety of the tenant / household and/or neighbourhood
- Whether the tenant has a clear rent account
- Whether the property has been treated in a tenant-like manner (allowing for reasonable wear and tear)

- Whether the tenant and/or their household have co-operated with Torus in managing and considering the request for a surrender (including but not limited to enabling tenancy inspection visits and surveys and providing relevant information to Torus).

### **3.3.2 Can Torus end the fixed tenancy term assured shorthold during the fixed tenancy period?**

Torus can seek to end the fixed tenancy on various statutory grounds for possession during the fixed tenancy period by service of notice on the tenant and, if necessary, by seeking a possession order from the court.

### **3.3.3 What happens at the end of the fixed term?**

Towards the end of the fixed term Torus may:

- Offer to issue a new fixed term tenancy at the property; or
- Offer to allow the tenant to remain living at the property on different terms to those previously in place; or
- Not offer a further tenancy at the property in which case we will offer to assist the tenant to find alternative accommodation

The decision as to whether or not to offer a new tenancy (whether fixed or on some other terms) or not at the property (or to offer a tenancy at another property) will be based on the facts and circumstances of each case. However, to give guidance to prospective tenants and tenants typical influencing factors may include one or more of the following:

- The property is adapted and no one living at the property requires the adaptations
- The property is under occupied by more than one bedroom
- The property is over-crowded
- The financial circumstances of the tenant or their partner / household have changed so that alternative housing options are available (e.g. home ownership or other tenures)
- Breaches of tenancy which have occurred during the tenancy
- The identification of tenancy fraud
- The tenant (or their authorised representative) fails to engage in the process of reviewing the question of a further tenancy of the property
- The tenant (or their authorised representative) does not agree the terms and conditions of the proposed new tenancy
- Where the tenant or their partner has come into legal ownership of another property
- Where Torus reasonably requires the property to be returned to its portfolio – for example where Torus propose to demolish the property, carry out major works to the property or sell the property.

Where Torus decide to offer a new tenancy at the property, they will issue the tenant with notice before the fixed term ends.

Where Torus decide not to offer a new tenancy, they will issue the tenant with notice to leave the property at the end of the fixed term. This notice will be served at least 6 months before the end of the tenancy term.

### **3.3.4 What happens when a tenant must leave at the end of the fixed term?**

Service of a notice will trigger provision of a housing options and advice service to assist the tenant to find alternative accommodation before the expiry of the fixed tenancy. The key function of this service will be to offer advice to tenants about the different housing options available to them given their particular circumstances and to provide appropriate support to access the different options. The precise advice and assistance offered will be different in each case dependent upon the needs and circumstances of the individual(s) being assisted.

Where alternative accommodation is found but Torus are satisfied that the accommodation may not be ready for occupation upon expiry of the fixed term tenancy then Torus may in its discretion allow the tenant to continue to occupy the property for a temporary period.

In some cases, (for example where the tenant has not obtained alternative accommodation) Torus may serve a further notice before expiry of the fixed term or after it has ended. If the tenant does not leave by the date given in this notice Torus may seek a possession order from the court. Where the court makes a possession order there is no power to suspend or postpone the possession order beyond six weeks in cases of exceptional hardship.

### **3.3.5 Right to review**

Should a prospective tenant or tenant be unhappy with a decision:

- As to the type of tenancy being offered; or
- As to the length of the fixed term tenancy being offered to them; or
- To end the fixed term during the probationary period or during the fixed tenancy period
- Not to grant another tenancy at the end of the fixed term period; or
- To grant a particular form of tenancy (whether the type of tenancy or the duration of the tenancy)

The prospective tenant or tenant may request a review of the decision under Section 3.10 of this Policy.

## **3.4 Changes to the terms of a tenancy**

From time to time a situation may arise regarding the granting of a new tenancy that requires a different approach. In these circumstances Torus may utilise the Exceptional Lets Policy.

Torus may agree to permit changes to a tenancy that do not meet the criteria set out in this policy where the individual circumstances are exceptional, such that that a strict application of any statutory test or this policy would not be appropriate.

Torus will seek to ensure that, where possible and appropriate, changes to the terms of a tenancy that will address under-occupation or overcrowding (save where such has been deliberately created) are supported.

### ***i. Assignment***

Assignment is where a tenant transfers their tenancy to another party.



Assignment will only be allowed in circumstances defined by statute and permitted under the terms of the relevant tenancy agreement.

Any proposed assignment will require our consent in writing, save where the assignment is required by virtue of a court order. A tenant wishing to assign their tenancy must put a request in writing to Torus.

Torus must transfer the tenancy to another party where this is required by a court order. A sealed copy of the court order will be required.

In all other cases Torus may require evidence to establish whether the party who it is proposed will take on the tenancy fulfils the statutory criteria and any applicable terms set out in the relevant tenancy agreement. Torus will also need to consider whether the person proposed is likely to be a suitable tenant. For example, by considering their previous housing history and whether there have been any reports of anti-social behaviour by them or the proposed members of their household.

If the proposed assignment is permitted by statute and the relevant tenancy agreement, Torus will perform tenancy checks and carry out a property inspection to assess whether there are any issues affecting the property or the tenant that may impact upon whether consent is given. Examples of the type of circumstances in which consent may be refused for a proposed assignment include where:

- The property is in a poor condition
- Proceedings have begun for possession of the property
- The assignment will lead to a worse housing situation (including statutory overcrowding)
- The property is adapted for the tenant/member of tenant's household who will no longer reside at the property
- The property is in a sheltered scheme or let specifically for the needs of a disabled person
- There are outstanding rent arrears

Each case will be considered on its individual merits and a decision made as to whether or not consent will be given for the assignment. Consent may be conditional upon the tenant remedying any issues regarding the property or the tenancy.

If it is determined that consent should not be given for the assignment the tenant will be informed of the decision and the reasons for it in writing.

If the request is approved the tenant will be informed in writing of the decision and an appointment will be arranged for the tenant and the assignee to sign the assignment documentation. At that appointment the assignee will be given a specimen copy of the relevant tenancy agreement, but a new tenancy agreement will not be created or issued.

## ***ii. Mutual Exchange***

Mutual exchange is a form of assignment transferring tenancies between two qualifying tenants. A mutual exchange may take place between two tenants of Torus or between one tenant of Torus and a tenant of another landlord (being another Registered Provider or a local authority). On some occasions multiple exchanges can take place which involve more than two tenancies.

Torus is signed up to an internet based mutual exchange service 'HomeSwapper' which is available free of charge to all tenants. Tenants who do not have access to the internet may attend at a Torus office for assistance with internet access.

Former Liverpool Mutual Homes tenants have the facility to advertise for an exchange via Property Pool Plus.

Where more than one party to the proposed mutual exchange is a Torus tenant the process set out below will apply to each party. Where one of the parties to the proposed mutual exchange is not a Torus tenant information may be required from that party and/or their landlord. The party who is not a Torus tenant will be required to provide written consent to exchange from their landlord.

A tenant wishing to enter a mutual exchange must identify the proposed exchange (either through HomeSwapper or independently) and put a request in writing to Torus. Torus will decide whether a tenant is eligible to apply for a mutual exchange. A tenant will only be eligible to apply for a mutual exchange where they hold an assured tenancy of their home (i.e. any starter tenancy period has ended) or a fixed term tenancy where the probationary period has ended; and where they have occupied their current property for at least 12 months.

An existing Torus tenant that holds an Assured Protected tenancy with the preserved right to buy will continue to have this right if they move to another property owned by Torus (other than sheltered housing or other housing excluded from the right to buy legislation).

Any proposed mutual exchange requires our consent in writing.

If the tenant is eligible for mutual exchange, they must complete an application form. Torus will perform tenancy checks and carry out a property inspection to assess whether there are any issues affecting the property or tenant that may impact upon whether consent is given.

Examples of the type of circumstances in which consent may be refused for a proposed mutual exchange include where:

- The proposed assignee does not have a charitable need
- The tenant or assignee is obliged to give up their tenancy by a court order or a suspended or postponed possession order is in force
- Proceedings have begun for possession or a notice seeking possession has been served in relation to the tenant or assignee
- A court order is in force against the tenant or assignee based on anti-social behaviour
- The property is substantially more extensive than reasonably required by the assignee, or is otherwise not suitable for his/her needs
- The property was specifically designed or adapted for the tenant or a member of the household who will no longer reside at the property
- The property is let to the tenant by reason of employment
- The property is in supported accommodation/sheltered scheme or is let specifically for a support need that the person seeking to move in does not have
- Money has been offered or accepted by either party in pursuance of the mutual exchange
- The tenant has fitted non-standard fixtures or fittings or has made alterations without the consent in writing of Torus
- Anti-social behaviour or other significant breaches of tenancy have been committed.

In some circumstances (e.g. where there are rent arrears or issues regarding the condition of the property) consent may be conditional upon the tenant remedying the issue(s) identified. Where consent is conditional the tenant will be informed of this in writing. The conditions will have to be met before consent is given.

If the tenant is deemed ineligible to apply for a mutual exchange or if the application is refused the tenant will be informed of the decision, and the reasons for it, in writing.

If consent is given for the mutual exchange the tenants will be informed in writing of the decision and an appointment will be arranged for the tenants to sign documentation, a deed of assignment. Each tenant who is exchanging to a Torus property will be given a specimen copy of the relevant tenancy agreement, but a new tenancy agreement will not be created or issued.

All applications are required to be dealt with within forty-two days starting from receipt of the completed application form.

### ***iii. Transfer***

On occasion a Torus tenant may wish to move to another Torus property. Tenants can apply for another property in one of four ways:

- by joining Warrington Borough Council's waiting list (75% of GGHT properties are allocated via this route). This is a direct lettings system which means that properties are not advertised, applicants are directly matched to properties based on the criteria within the Council's Allocations Policy.
- by applying through St Helens Council's Allocations Scheme and advertised on the choice based lettings system known as "Under One Roof" together with properties from other Registered Providers (75% of Helena properties are allocated via this route).
- by submitting an expression of interest and application form via the Virtual Property Shop. (25% of Torus properties are allocated via this route).
- by applying through Property Pool Plus in Liverpool. (A minimum of 80% of properties are advertised via this route). Property Pool Plus is the register for social & affordable homes across Halton, Liverpool, Knowsley, Sefton and Wirral areas. Applications are prioritised by housing need. Properties are advertised from a Tuesday to Sunday every week and applicants can place bids for any property that they are eligible for and interested in. Properties are offered to the people in the most housing need who have been waiting the longest. With the exception of Urgent cases tenants will only be eligible for inclusion on the waiting list after 12 months in their current tenancy.

To be able to join either of the Councils' schemes in St Helens and Warrington and Property Pool Plus in Liverpool, a tenant must be eligible for an allocation of housing according to the requirements of the scheme. The differences between the Councils' Schemes and this policy mean that a tenant will fall into one of five possible categories:

- Accepted for Warrington Borough Council (WBC) scheme – tenant will be considered for properties in the 75% and can apply for properties in the 25%
- Not accepted for WBC scheme - tenant can apply for properties in the 25%
- Accepted for UnderOneRoof – tenant can bid on properties in the 75% or apply for properties in the 25%

- Not accepted for UnderOneRoof - tenant cannot bid on any properties on UnderOneRoof but can apply for any properties in the 25%
- Accepted for Property Pool Plus – tenants must have held their tenancy for a minimum of twelve months and can bid for the 80%
- Not accepted for any of the Council schemes and not accepted for a transfer – cannot apply/bid for properties.

When a transfer applicant receives a nomination or offer of accommodation, we will first assess why the tenant wishes to move and, if appropriate, discuss whether any support or interventions can be put in place to allow the tenant to remain in their own home. Further details of how properties are allocated are set out in the Allocations Policy.

If the tenant still wishes to move, then we will decide if the tenant is eligible for a transfer. A tenant will only be eligible to apply for a transfer where they hold an assured tenancy of their home (i.e. any starter tenancy period has ended) or a fixed term tenancy where the probationary period has ended; and where they have occupied their current property for at least 12 months.

Where a tenant is eligible to apply for a transfer a Transfer Report will be completed, and Torus will perform tenancy checks and carry out an inspection of the property that the tenant wishes to leave. Torus will then decide whether or not to accept the tenant's application for an internal transfer can proceed. We would usually expect a tenant to have a clear rent account and no outstanding breaches of tenancy (for example, property damage) and may not approve a transfer if there are rent arrears on the account or an outstanding breach of tenancy unless there are exceptional circumstances.

Torus may not support a move internally within their own stock for a number of reasons including where:

- The tenant does not have a charitable need
- The tenant is obliged to give up their tenancy by a court order or a suspended or postponed possession order is in force
- Proceedings have begun for possession or a notice seeking possession has been served in relation to the tenant
- A court order is in force against the tenant based on anti-social behaviour
- The new property is substantially more extensive than reasonably required by the tenant, or is otherwise not suitable for his/her needs;
- The original property was specifically designed or adapted for the tenant or a member of the household who will no longer reside at the property
- The property is let to the tenant by reason of employment
- The new property is in supported accommodation/sheltered scheme or is let specifically for a support need that the person seeking to move in does not have
- The new property is in an area where a Local Lettings Policy is in place and the tenant does not meet the criteria
- The original property is in a poor condition
- The tenant has fitted non-standard fixtures or fittings or has made alterations to the original property without the consent in writing of Torus.
- Anti-social behavior or other significant breaches of tenancy have been committed; • The tenant has no justifiable reason or demonstrable need to move property
- The tenant does not meet the criteria in Torus Allocations Policy.

Each case will be considered on its individual merits and a decision made as to whether an internal transfer will be approved. If the application is refused the tenant will be informed of the decision, and the reasons for it, in writing.

Where an internal transfer has been approved, Torus will forward the Transfer Report to the relevant scheme, if applicable, in order that the nomination/offer can proceed.

As stated above, Torus allocate 25% of their properties outside of the Councils' schemes in St Helens and Warrington and 20% in Liverpool, and any tenant who is accepted for an internal transfer would be able to apply for those properties (more information on how to apply for properties is contained in the Allocations Policy).

A Torus tenant who does not meet the criteria to allow an internal transfer to proceed may still be able to join the Councils' schemes to apply or bid for other Registered Providers' properties subject to meeting the criteria the individual scheme.

#### ***iv. Trespassers/people left in occupation after tenant vacates***

Sometimes the person in occupation of a Torus property may not be the tenant. Save for where the tenant has died (which is dealt with separately in this policy under 'Process after Death of Tenant') this may arise in two situations:

- (1) 'Left in Occupation' - Where a person who has been allowed into a Torus property by the tenant remains after the tenant has left and whilst the tenancy of the tenant is continuing
- (2) 'Trespassers' – Where a person has entered or remained in a Torus property without the consent of the tenant (this includes where the tenant has terminated their tenancy leaving someone in occupation) or entered such a property without the consent of Torus where there is no tenancy.

In all cases where it is established that the tenant has vacated the property Torus will seek to resolve the ongoing occupation of the property quickly whilst ensuring that any remaining occupants who are vulnerable are offered appropriate support.

Torus will take steps to ensure that, if the tenancy of the tenant who has vacated is continuing, it is lawfully terminated. Once the tenancy has been terminated, no further payment of rent will be accepted until the ongoing occupation of the property is resolved (although Torus may require any remaining occupants to pay damages during their period of occupation of the property). Torus will seek to resolve the ongoing occupation of the property during any termination notice period; however this will not always be possible.

#### **Left in occupation**

The person left in occupation will be interviewed by Torus to gather information about the circumstances and a left in occupation document will be completed if it is deemed to be necessary. The person left in occupation may be required to provide evidence to support the information they have given to Torus. If the required information and/or evidence is not provided or is not satisfactory, Torus may not be able to consider granting a new tenancy.

In deciding whether or not it is appropriate to grant a tenancy to the person left in occupation Torus will take into account all of the circumstances. Relevant factors may include:

- Whether there is any demand for properties in that area
- Whether the person left in occupation is able to afford the property
- How the property would best be used
- If the property is the occupier's only or principal home
- The length of occupation by the occupier
- The occupier's relationship to the former tenant
- The size of the accommodation and whether it is specially adapted
- The housing needs of the occupier and those living with them in their household
- Whether the occupier or their household suffer from any vulnerabilities
- Whether there are children in the household
- The health of the occupier
- Welfare reform implications
- Whether the property will be under-occupied or overcrowded if a tenancy is granted
- The previous conduct of the occupier and/or their household or visitors (including but not limited to conduct during any previous tenancy with Torus);
- Any other factors contained in Torus Allocations Policy which are relevant.

Each application will be considered on its individual merits and a decision made as to whether a tenancy will be granted.

If a new tenancy is refused the person left in occupation will be informed of the decision, and the reasons for it, in writing. The person left in occupation will then be required to leave the property. If Torus determine that a new tenancy will be granted the person left in occupation will be required to sign a new tenancy agreement (normally a starter tenancy), and if the person left in occupation does not sign a new tenancy agreement, they will be required to leave the property.

## **Trespassers**

Where an occupant is a trespasser, the approach taken by Torus will depend on the basis upon which the occupant came to be a trespasser.

Where the occupant came to be a trespasser after having entered the property with the consent of the tenant, and consent has been deemed to have been withdrawn by the tenant terminating the tenancy, Torus will adopt the same approach and criteria as set out in relation to persons left in occupation.

Where the occupant came to be a trespasser after: (i) having entered the property without the consent of the tenant; or (ii) having the consent of the tenant to the occupier remaining in the property withdrawn by means other than the tenant terminating the tenancy; or (iii) having entered a property where there is no tenancy without the consent of Torus, the occupant will usually be required to leave the property immediately. If the occupant does not leave the property Torus will usually proceed straight to recovery of the property (using legal proceedings where necessary), having complied with its obligations under the Pre-action Protocol for Possession Claims by Social Landlords. This is because Torus wants to prevent the forced entry or occupation of properties by persons with no legal right to enter or occupy those properties.

### **3.5 Processes after death of tenant**

The death of a tenant is a distressing time for persons left in occupation and those dealing with the property of the tenant and Torus will seek to deal with matters in a sensitive and efficient manner.

Where an individual is wishing to exercise rights or make any application after the death of a tenant, and Torus does not already have satisfactory evidence regarding the death of the tenant, the individual will be required to provide a copy of the tenant's death certificate.

#### **i. Succession**

Succession is the transfer of tenancy rights to another person when a tenant dies. The right to succeed is a legal right defined in the Housing Act 1988, as amended by the Localism Act 2011. Succession rights of all Torus Tenants are contained in the detail of the Tenancy Agreement and our Succession Policy.

#### **ii. Will or intestacy**

It is possible that where there is no succession, a tenancy may pass under a will or intestacy of the deceased tenant. This is only relevant where (if there is a will) the tenant's executor has taken out a grant of probate or (if there was no will and the tenant died intestate) the tenant's administrators have taken out a grant of letters of administration.

If the inheritor does not wish to accept the tenancy, then the tenancy can be surrendered back to Torus.

If the inheritor does not wish to surrender the tenancy the following steps may be taken:

- If the tenancy is not assured, Torus will usually seek to terminate the tenancy (and if necessary, take legal proceedings to recover possession).
- If the tenancy is assured, there is a ground for possession available in cases where the tenancy passes under a will or intestacy. Torus will usually take legal proceedings to recover possession relying upon this ground for possession unless the inheritor would have been granted a new tenancy under the left in occupation process.

#### **iii. Left in Occupation**

When Torus becomes aware that a person has been left in occupation on the death of the tenant Torus will gather information to establish: (i) whether there is any other person entitled to succeed to the tenancy; and (ii) whether the tenancy has devolved to another person by will or intestacy.

If there is another person or persons either (i) entitled to succeed to the tenancy; or (ii) upon whom the tenancy has devolved by will or intestacy, Torus will not consider a left in occupation application until any rights of those person(s) have been determined, surrendered, or terminated. This is because Torus cannot agree to create a new tenancy whilst rights may still be capable of being exercised in relation to the tenancy of the deceased tenant.

Once it has been established that there is no other person entitled to exercise any rights in respect of the tenancy Torus will seek to resolve the ongoing occupation of the property quickly whilst ensuring

that any remaining occupants who are vulnerable are offered appropriate support. Torus will take steps to ensure that, if the tenancy of the tenant who has died is continuing, it is lawfully terminated. Once the tenancy has been terminated, no further payment of rent will be accepted until the ongoing occupation of the property is resolved (although Torus may require any remaining occupants to pay damages for trespass during their occupation of the property). Torus will seek to resolve the ongoing occupation of the property during any termination notice period; however this will not always be possible.

The person left in occupation will be interviewed by Torus to gather information about the circumstances and a left in occupation document will be completed if it is deemed to be required. The person left in occupation may be required to provide evidence to support the information they have given to Torus. If the required information and/or evidence is not provided Torus will not be able to consider granting a new tenancy.

When deciding whether or not it is appropriate to grant a tenancy to the person left in occupation Torus will take into account all of the circumstances. Relevant factors may include:

- Whether there is any demand for properties in that area
- Whether the person left in occupation is able to afford the property
- How the property would best be used
- If the property is the occupier's only or principal home
- The length of occupation by the occupier
- The occupier's relationship to the former tenant
- The size of the accommodation and whether it is specially adapted
- The housing needs of the occupier and those living with them in their household
- Whether the occupier or their household suffer from any vulnerabilities
- Whether there are children in the household
- The health of the occupier
- Welfare reform implications
- Whether the property will be under-occupied or overcrowded if a tenancy is granted
- The previous conduct of the occupier and/or their household or visitors (including but not limited to conduct during any previous tenancy with Torus)
- Any other factors which are relevant under Helens Partnerships Allocations Policy.

Each case will be considered on its individual merits and a decision made as to whether a tenancy will be granted.

If a new tenancy is refused the person left in occupation will be informed of the decision, and the reasons for it, in writing. The person left in occupation will then be required to leave the property.

If Torus decide that a new tenancy will be granted the person left in occupation will be required to sign a new tenancy agreement. If the person left in occupation does not sign the tenancy agreement, they will be required to leave the property.

#### **iv. Termination of Tenancy through Death**

Where there is: (i) no application to succeed; (ii) no application under the left in occupation process; and (iii) the tenancy has not devolved by will or intestacy (i.e. there is no known next of kin) Torus will seek to establish the status of the home, including:



- Whether there are any occupants who are in the process of moving out and when they are due to leave
- If there are furnishings, fittings and contents when they are due to be removed
- When any keys to the property will be returned by key holders

In order to terminate the tenancy of the deceased tenant Torus will serve the appropriate notice on the property and on the Public Trustee. Once the notice expires Torus will take steps to recover possession of the property (which may include issuing legal proceedings)

### **3.6 Tenancy sustainment**

We support tenants as much as possible to sustain their tenancies. Eviction will only be used when all reasonable alternatives have been considered. We will offer advice and support when signing tenants up for new tenancies and ensure that they are informed about their rights and obligations.

We will offer advice and assistance on financial matters, particularly where tenants may be experiencing difficulties with rent payments. This may include help with Housing Benefit/Universal Credit claims and financial budgeting.

We will also refer tenants to other agencies who can support them to sustain their tenancy.

### **3.7 Abandoned property**

On occasion it may come to our attention that it appears a property has been abandoned. Abandoned properties may have a negative impact on the surrounding community and Torus will try to minimise the time a property is empty.

Where a tenant is suspected of abandoning a property Torus will take steps to ensure the property is secure. Torus will carry out checks to seek to establish whether the tenant remains in occupation of the property or whether the tenant has an intention of returning to the property. Reasonable steps will be taken to try to contact the tenant.

If these checks reveal that the tenant is not occupying the property and has no intention of returning to it, a notice to quit to terminate the tenancy will be served.

If no contact is made by the tenant, and the tenant does not return to the property, once the notice expires Torus will take steps to recover possession of the property (which may include legal proceedings).

### **3.8. Termination of tenancies – general**

Typically, the termination of a tenancy will arise in one of four situations (dependent upon the type of tenancy and facts of the case):

### **i. Fault grounds**

Examples of a 'fault ground' may include non-payment of rent, anti-social behaviour or poor condition of a property / grounds by reason of tenant damage or neglect.

### **ii. Non-fault grounds**

Examples of a 'non-fault ground' may include the expiry of a fixed term tenancy or the need to recover possession of a property in order to demolish it. In addition, this may include utilising mandatory grounds for possession including section 21 Housing Act 1988 and Ground 7A of Schedule 2 to the Housing Act 1988, as amended.

### **iii. Expiry of fixed term**

Where the fixed term is coming to an end and there are no proposals to grant a further tenancy.

### **iv. Termination of tenancy by tenant**

Where the tenant ends their tenancy by serving a signed notice to quit or where Torus accept a surrender of the tenancy by the tenant.

Under (i), (ii) and (iii) above the grounds needed for seeking possession by Torus, and the steps necessary to seek possession, will differ depending upon the type of tenancy.

Where Torus consider it necessary to take steps to end a tenancy, or where a tenant approaches Torus to end a tenancy, Torus will consider the circumstances of the case and escalate cases for legal advice where necessary.

## **3.9 Tenancy Fraud**

We take steps to ensure that we know who we are letting our properties to and that those people occupy our properties. Steps include:

- Confirming the identity of prospective tenants
- Signing up new tenants to their tenancy agreement
- Home visits during the first year of the tenancy and at intervals thereafter
- Conducting Tenancy Audits
- Taking enforcement action in the event of tenancy fraud coming to light
- Keeping our practices and procedures under review so that we are well placed to identify and tackle tenancy fraud

## **3.10 Right to a review**

If an individual is dissatisfied with any decision made against their interest under this policy, they may request a review of that decision.

An individual wishing to request a review of a decision must do so within 14 days of the service of the decision letter. A person requesting a review will need to set out, in writing, why they believe a

decision is wrong and provide any available supporting information. Requests for review should be sent to:

Torus  
Regional Director, Housing  
The Observatory  
1 Old Haymarket  
Liverpool  
L1 6RA

A review of the decision will be undertaken by a different senior officer (of at least the same seniority as the officer who took the decision under review) to the one who made the original decision. The reviewing officer will consider the evidence and decide whether to support or overturn the original decision. The applicant will be informed of the outcome of the review, in writing, within 28 days of submitting their written request. Where the original decision is upheld the decision letter will include the reasons for the decision and the matters taken into consideration.

Out of time reviews will only be considered where an applicant can evidence that there were exceptional reasons why a request for a review could not be made within 2 days. The decision as to whether or not to allow a review out of time will be made by the reviewing officer.

Any customers dissatisfied with any aspect of services provided by Torus will have the opportunity to seek redress through the Company's Complaints and Compliments Policy.

### **3.11 Legal and policy context**

This policy and its delivery are designed to be compatible with our obligations in law including but not limited to:

- Data Protection Act 2018
- General Data Protection Regulation
- Equality Act 2010
- Homelessness Act 2002
- Housing Act 1988
- Human Rights Act 1998
- Anti-Social Behaviour, Crime and Policing Act 2014
- Localism Act 2011

We also operate several policies and procedures which link into the granting and management of our tenancies. Examples include:

- ASB Policy
- Allocations Policy
- EDI Statement
- Exceptional Lets Policy
- Starter Tenancy Policy
- Succession Policy

## 4. Consultation/Resident Involvement

If there is a legal/regulatory requirement to consult with stakeholders regarding the content of the policy, it should be detailed in this section.

The Tenant Involvement and Empowerment Standard (TIE) is one of four consumer standards that form part of the regulatory framework. The standard contains specific expectations and outcomes that the Regulator of Social Housing (RSH) require Torus to meet.

More specifically, the regulatory framework requires Torus to ensure tenants have opportunities to be involved in the management of their homes; have a say in the way services are delivered from strategic to operational issues; and are able to scrutinise performance and make recommendations for improvement.

This Policy has been the subject of consultation with tenants across the heartlands of Liverpool, Warrington and St Helens and has been the subject of a report to Landlord Operations Committee.

## 5. Responsibility

It is the responsibility of the Regional Director to ensure that:

- i. All relevant staff are aware of this policy
- ii. Customers are aware of this policy and it is published on the company's website

It is the responsibility of all staff to ensure that the policy is applied.

## 6. Diversity & Inclusion

Torus will not discriminate against anyone on grounds of their race, colour, ethnic or national origins, religion, sexual orientation, disability, gender or age.

We will take into account the needs of vulnerable households and households with children both within this policy and in its application. Households may be vulnerable for a variety of reasons including age, disability or illness. Taking into account the needs of vulnerable people and people with children may involve providing tenancies with a reasonable degree of stability, taking into account their needs when considering any changes to the tenancy and (upon the death of the tenant) giving consideration to their needs when deciding whether further tenancy rights should be granted.

## 7. Monitoring & Review

We carry out effective monitoring of the services we provide in an effort to develop and improve the services we offer. The data we collect will be used to ensure regulatory compliance, to measure our performance against our strategic objectives and to report to our Board as and when required. The policy will be reviewed every two years by the Regional Director or earlier if legislative/regulatory or service requirements change.